TERMS AND CONDITIONS
(UNITED KINGDOM)

1. GENERAL.
(a) All orders for Products and Services supplied by LAWO to the Customer shall be subject to these Terms and Conditions.

(b) These Terms and Conditions are of a continuing nature and shall apply equally to all future orders of Products, and to all future Services provided by LAWO.

(c) Any Software provided by LAWO to the Customer will be subject to the terms and conditions of LAWO’s End User License Agreement.

(d) Any Services provided by LAWO to the Customer will be subject to the terms and conditions of the Services Annex Agreement.

2. LIMITED WARRANTY.
(a) LAWO warrants that all Hardware Products shall be free from defects in material and workmanship, within the context of the technical specifications provided for the same, for a maximum of twelve (12) months from the date of shipment by LAWO to the Customer (the “Warranty Coverage Period”).

(b) In the event that a Hardware Product requires repair or replacement, as determined by LAWO, a Return Merchandise Authorization (“RMA”) may be issued by LAWO, or its authorized agent, to the Customer. The Customer shall be responsible to return the defective Hardware Product at the Customer’s risk and expense to the return address designated by LAWO. Any Hardware Product returned by the Customer must include all relevant return documentation and information specified by LAWO, including the RMA number. No Hardware Product return will be accepted by LAWO without a valid RMA. For certainty, separate arrangements may be made for the repair or refurbishment of Hardware Products outside of warranty, in which case, separate merchandise return and repair authorization arrangements must be approved in writing by LAWO.

(c) Upon receipt of any returned Hardware Product for which a valid RMA has been issued, LAWO’s sole obligation shall be, at its option, to repair or replace the Hardware Product with a new device (which may include new and/or reconditioned components). Unless otherwise agreed in writing, the repaired or replacement Hardware Product will be shipped DDP (Inco-terms 2020) to the Customer’s destination facilities, freight prepaid by LAWO. LAWO shall pay or reimburse the Customer for the standard, lowest-cost freight charges to return the repaired or replaced item to the Customer. Any non-standard, expedited or supplemental freight charges, import duties or taxes and/or export duties or taxes shall be for the Customer’s account.

(d) While LAWO works diligently to process all returned Hardware Product in a timely manner, it does not offer a RMA turnaround time commitment.

(e) Customer acknowledges that it may receive or be provided access to Software as a result of or in connection with the Hardware Products provided by LAWO. Customer acknowledges and agrees that it may be required to use the version of Software specified by LAWO from time to time as a condition to receiving the benefit of the limited warranty provided under this Agreement. Customer further agrees that it is licensed to use such Software only on Hardware Products authorized by this Agreement. Any such Software is provided subject to the terms and conditions of LAWO’s End User License Agreement. LAWO bears no responsibility for the use or application of third-party software, the unauthorized use of LAWO Software or the use of LAWO Software outside of or in contravention of LAWO’s End User License Agreement terms. Software and, if applicable, Software Updates, will be made available for download by LAWO from time to time during the Warranty Coverage Period specified above and must be downloaded and installed promptly when made available to the Customer in order for the limited warranty provided under this Agreement to apply. LAWO shall have no obligation to provide Software repairs, patches or updates to the Customer after the end of the Warranty Coverage Period. No representation or warranty with respect to the Software is made by LAWO unless specifically set forth in writing. All risk associated with the use of, or reliance on, the Software rests with the Customer. To the extent permitted by applicable law, LAWO and LAWO Group will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with the Customer’s use of, or reliance on, the Software, including the failure of such Software to meet Customer needs, standards, expectations or desired specifications.

(f) LAWO shall have no obligation under the limited warranty set forth above in the event that:
(i) the Customer fails, within the applicable warranty period, to notify LAWO in writing of the nature of the alleged defect and provide LAWO with evidence satisfactory to LAWO of the same within five (5) days after any defect or potential defect becomes known to the Customer;
(ii) after inspection of a Hardware Product, LAWO determines, in its sole discretion, that it is not defective in material or workmanship;
(iii) the repair or replacement of a Hardware Product, or any part thereof, is required as a result of routine usage or normal wear and tear and not as a result of defects in material and workmanship;
TERMS AND CONDITIONS (CONT.)

(iv) the Hardware Product has been altered in any manner or the serial number has been removed;

(v) the Hardware Product was not maintained or used in accordance with LAWO’s applicable operating and/or maintenance procedures made available by LAWO from time to time;

(vi) the Hardware Product has been subject to misuse, misapplication, negligence, improper or unauthorized installation, maintenance, modification, adjustment, repair or lubrication, accident or neglect, whether as a result of action or inaction by the Customer or any third party. “Misuse” includes damage to a Hardware Product due to the presence of chemicals, abrasive materials, excess heat or cold, or improper or unusual electrochemical, electromechanical or electronic influences;

(vii) any system of connected parts into which the Hardware Product becomes incorporated is not certified by LAWO as being compatible with the Hardware Product;

(viii) the transmitted electrical voltage delivered to the Hardware Product is not within the limits for the unit sold, as published by LAWO; or

(ix) the Customer fails to implement any required Software or Patch, Software Update or new release made available by LAWO in a prompt and timely manner.

(g) Hardware products, including software and firmware manufactured by parties other than LAWO, are not warranted by LAWO irrespective of whether or not such third party products are installed, affixed to or incorporated into LAWO’s Hardware Products.

(h) OTHER THAN THE LIMITED HARDWARE PRODUCT WARRANTY PROVIDED IN THIS SECTION 2, NEITHER LAWO, NOR ANY MEMBER OF THE LAWO GROUP, MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY IN RESPECT OF THE HARDWARE PRODUCT.

(i) THE LIMITED WARRANTY SET FORTH ABOVE IS INTENDED SOLELY FOR THE BENEFIT OF THE CUSTOMER (AS DEFINED BELOW) AND DOES NOT APPLY TO ANY THIRD PARTY. ALL CLAIMS MUST BE MADE BY THE CUSTOMER AND MAY NOT BE MADE BY ANY THIRD PARTY. THIS LIMITED WARRANTY MAY NOT BE TRANSFERRED OR ASSIGNED, IN WHOLE OR IN PART, BY THE CUSTOMER FOR ANY REASON WHATSOEVER, UNLESS AGREED UPON BY LAWO IN WRITING. ANY SUCH ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE DEEMED NULL AND VOID AND WILL void the LIMITED WARRANTY PROVIDED ABOVE.

(j) EXCEPT AS OTHERWISE SPECIFICALLY AGREED TO, AND ACCEPTED BY, LAWO IN WRITING, THIS LIMITED WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BETWEEN LAWO AND THE CUSTOMER THAT ARE NOT PART OF THESE TERMS AND CONDITIONS, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY LAWO, INCLUDING WITHOUT LIMITATION, ANY WARRANTY IMPLIED BY LAW, ANY WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF LAWO FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS.

(k) LAWO SHALL NOT BE RESPONSIBLE FOR, NOR HAVE ANY FINANCIAL LIABILITY FOR REPLACING OR REPAIRING ANY HARDWARE PRODUCTS OTHER THAN THOSE FOR WHICH A VALID RMA HAS BEEN ISSUED, NOR FOR ANY ASSOCIATED INSTALLATION, REMOVAL, ON-SITE REPAIR, COMMISSIONING OR DECOMMISSIONING COSTS RELATING TO THE REMOVAL OF HARDWARE EQUIPMENT.

3. INDEMNIFICATION.
The Customer hereby agrees to indemnify, defend and hold harmless LAWO, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders, agents and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements and court costs) to the extent arising from, relating to, or in connection with: (i) the negligence, fraud or willful misconduct of the Customer, its agents, employees, representatives or contractors; (ii) LAWO’s compliance with, or alleged failure to, comply with any designs, specifications or instructions provided to LAWO by the Customer; (iii) use of a Hardware Product in an application or environment, or for a procedure for which it was not designed; (iv) use of a Hardware Product other than in accordance with the instructions for use, operation and maintenance provided by LAWO; (v) alleging that the use of the Products or Services in accordance with this Agreement infringes, violates, or misappropriates any third-party copyrights, patents, or trademarks registered in the United Kingdom, European Union, United States, Canada or elsewhere; or (vi) the modification or repair of a Hardware Product by any party other than LAWO.

4. PRODUCT MODIFICATIONS AND UPDATES.
LAWO reserves the right at any time, without notice to the Customer, to: (a) change the specifications and operating requirements of any Hardware Product; (b) improve or modify a Product in any manner that LAWO deems necessary or appropriate; (c) discontinue the manufacture of any Hardware Product; and (d) provide Software Updates. The Customer may order any new Software Updates provided or made available for purchase by LAWO from time to time, if available, separately from LAWO. Additional license terms and additional fees may apply.

5. QUOTATIONS.
(a) Upon request, LAWO will issue quotations, which shall be valid for thirty (30) days from the date of issue by LAWO. A quotation will contain (a) an identification of the Products or Services offered, (b) prices for such Products or Services offered,
(c) quantities of the Products or Services offered, and (d) an individual quotation number. Third-party and/or equipment reseller quotations and/or pricing commitments shall not be binding upon LAWO unless and until specifically agreed to in writing by LAWO.

(b) The Customer acknowledges and agrees that the scope of Products or, if applicable, Services quoted in a quotation may not be complete, but is merely an estimate of the minimum scope of Products or Services that will be required in order to complete the work and/or product in accordance with the purchase order and specifications as understood by LAWO. Additional Products or Services may be or become required in order to fulfill purchase order requirements and complete the work and/or product, even if such additional Products or Services were not, or could not be, accounted for in the quotation provided. Such potential additional Products or Services will be accounted for and invoiced after LAWO’s fulfillment of the Product order or the completion of related Services.

6. PURCHASE ORDERS AND ACCEPTANCE.

(a) Purchase orders must be submitted to LAWO in writing, whether by mail, email or online, and must reference the relevant individual quotation number issued by LAWO for the specific type and quantity of products and services contemplated. Any purchase order received from the Customer shall be subject exclusively to these Terms and Conditions which, unless otherwise expressly and specifically agreed to in writing by LAWO, shall govern. No purchase order shall be deemed accepted until LAWO notifies the Customer of its acceptance of the same in writing. Purchase orders, statements of work or other ancillary documents that purport to alter these Terms and Conditions or the terms of the corresponding quotation provided by LAWO shall be deemed a request for a new quotation and not been deemed accepted by LAWO unless and until expressly and specifically agreed to in writing by LAWO.

(b) ACCEPTANCE IS CONDITIONED UPON THE CUSTOMER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS AND LAWO’S LIMITED WARRANTY TERMS SET FORTH IN SECTION 2 HEREIN.

7. MODIFICATION OF ORDERS.

Subject to Section 8 below, no accepted purchase order shall be modified or canceled except upon the written agreement of LAWO and the Customer, in which case a change order must be agreed to and cancellation and/or restocking fees may apply. Any change order shall be mutually agreed upon by the Parties and be subject to these Terms and Conditions.

8. PRICE INCREASES.

Quotations provided by LAWO are based on material and labour costs applicable at the time the quotation was submitted and the quoted prices shall remain valid for thirty (30) days after issuance by LAWO. Thereafter, LAWO may increase its prices at its sole discretion (without notice), provided that the increased prices shall not apply to purchase orders accepted within thirty (30) days from the date of the applicable quotation.

9. PRICING AND DELIVERY TERMS.

(a) Unless otherwise agreed upon by LAWO in writing, all Hardware Products are delivered Ex Works (Incoterms 2020) the LAWO manufacturing facility in Rastatt, Germany, or such other facility as LAWO may designate. LAWO shall have no further responsibility for the Hardware Products, and title and all risk of damage, loss or delay shall pass to the Customer Ex Works, provided, however, that no title transfer shall ever occur for any licensed Software associated with any Hardware Product. Differing delivery terms are subject to additional charges and must be agreed upon by LAWO in writing. In the event the Customer issues special shipping instructions, the Customer shall be solely responsible for the same at its own risk and expense.

(b) If a quotation also includes assembly and/or commissioning or training, and unless otherwise agreed, the Customer shall pay the remuneration agreed upon in the quotation and purchase order or a separate written agreement, and all incidental costs required, including, without limitation, travel, transport and living allowances. For certainty, estimates for services to be provided by LAWO are estimates only and the Customer shall be responsible for actual levels of effort expended and costs incurred.

10. ASSEMBLY AND INSTALLATION.

Unless otherwise agreed in writing, assembly, commissioning and training shall be subject to the following provisions:

(a) The Customer shall provide at its own expense and in a timely manner:

(i) all electrical and construction work and other ancillary work outside LAWO’s scope, including all necessary skilled and unskilled labour, construction materials and tools, not directly related to, or a part of, the Hardware Product(s) supplied by LAWO under these Terms and Conditions;

(ii) all equipment and materials necessary for safe assembly and commissioning; and

(iii) proof of onsite insurance and workers indemnity coverage providing full workplace health and safety liability coverage with respect to all LAWO employees and subcontractors who may enter the Customer worksite or premises.

(b) Before any work starts, the Customer shall make available any information required concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary structural data and shall ensure that the installation location is clean and free of all dirt and debris (which may void warranty provisions).
TERMS AND CONDITIONS (CONT.)

(c) Prior to installation, the materials and equipment necessary for the work to start must be available on the site of installation and any preparatory work must have advanced to such a degree that installation can be started as agreed and carried out without interruption or delay. Access roads and the site of installation must be level and clear.

(d) If assembly, erection or commissioning is delayed due to circumstances for which LAWO is not responsible, the Customer shall bear all costs incurred for idle time and any additional travel-related expenditure of LAWO or its personnel.

11. PAYMENT TERMS.

Unless otherwise agreed upon in writing by LAWO, the purchase price shall be due and payable in advance of delivery. If any invoice is not paid in full when due, finance charges shall be assessed at the rate of one percent (1%) per month (twelve percent (12%) per year). If such rate is deemed to be unlawful at any time, it shall be reduced to the maximum rate permitted by applicable law. LAWO may cancel any purchase order for Products or Services and stop or withhold shipment of Hardware Products at any time if the Customer does not fulfill its payment obligations. The Customer shall not deduct, offset or otherwise withhold full and prompt payment for any reason. The Customer shall be responsible for any sales, use, value-added or other excise tax on the Hardware Products purchased.

12. RETENTION OF TITLE AND SECURITY INTEREST.

The Customer hereby grants to LAWO a security interest to secure any and all amounts now or in future owed by the Customer to LAWO, consents to LAWO affecting and maintaining one or more public record registrations in relation thereto and waives the right to receive notice of the same. Title to all goods sold hereunder shall remain vested in LAWO and shall not pass to the Customer until the purchase price for such goods has been paid in full and received by LAWO.

13. ACCEPTANCE OF PRODUCTS.

The Customer will conduct any incoming inspection tests as soon as possible upon arrival of the Hardware Products, but in no event later than five (5) days after the date of receipt or deemed receipt. Any Hardware Products not rejected by detailed written notice to LAWO within such five (5) day period (or where any defect would not reasonably be apparent on a reasonable inspection five (5) day period of such defect becoming reasonably apparent) shall be deemed accepted by the Customer, and LAWO shall not be liable for any additional costs, expenses or damages incurred by the Customer, directly or indirectly, as a result of any shortage, damage or discrepancy in a shipment. The Customer may not reject any Hardware Product for immaterial defects.

14. LIMITATION OF REMEDIES.

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, BUT SUBJECT ALWAYS TO SECTION 14(d), IN NO EVENT SHALL LAWO, LAWO GROUP, OR ANY OF LAWO GROUP’S SUBCONTRACTORS, MANUFACTURERS, SUPPLIERS OR LICENSORS (AS THIRD-PARTY BENEFICIARIES) BE LIABLE FOR DAMAGES OR OTHER LOSSES OR LIABILITIES RELATING TO THE PRODUCTS OR SERVICES IF AND TO THE EXTENT SUCH DAMAGES OR LOSSES EXCEED THE ACTUAL AMOUNT PAID BY THE CUSTOMER TO LAWO FOR THE SPECIFIC PRODUCT(S) THAT DIRECTLY GAVE RISE TO THE DAMAGES OR OTHER LOSSES OR LIABILITIES CLAIMED (PROVIDED THAT, FOR ANY SERVICES, LAWO’S MAXIMUM LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID FOR SAID SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENTS LEADING TO THE RELEVANT CLAIM), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, EXPRESS OR IMPLIED WARRANTY, TORT, PRODUCT OR OTHER STRICT LIABILITY, TRADE PRACTICES, OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

(b) LAWO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING THE CUSTOMER WITH PRODUCTS.

(c) IN NO EVENT SHALL LAWO’S LIABILITY INCLUDE ANY LOSS OF PROFIT OR REVENUE OR WASTED EXPENDITURE (WHETHER DIRECT OR INDIRECT), OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, EVEN IF LAWO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

(d) LAWO DOES NOT EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM NEGLIGENCE, OR FRAUD OR FRAUDULENT MISREPRESENTATION.

(e) If any Hardware Product is finally determined to constitute an infringement or misappropriation of intellectual property rights belonging to one or more third parties, or if the Customer is enjoined from using any of the intellectual property rights as a result of an infringement or misappropriation claim, LAWO will at its expense make commercially reasonable efforts to obtain for the Customer the right to continue using the Hardware Product or promptly modify or replace the non-compliant elements of the Hardware Product to the extent reasonably necessary to render the Hardware Product compliant, without materially affecting the functional capabilities of the Hardware Product. LAWO may take any of the actions set forth in this paragraph if it receives notice of an infringement or misappropriation claim, action or proceeding, or if LAWO reasonably believes that such claim, action, or proceeding is likely. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, PERFORMANCE OF LAWO’S OBLIGATIONS UNDER THIS SECTION 14(e) CONSTITUTES THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION CLAIMS, ACTIONS OR PROCEEDINGS BROUGHT AGAINST THE CUSTOMER. IN ADDITION, LAWO WILL HAVE NO OBLIGATION UNDER THIS SECTION 14(e) TO THE EXTENT ANY SUCH CLAIM, ACTION OR PROCEEDING IN WHICH
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INFRINGEMENT IS ALLEGED IS CAUSED BY (I) THE COMBINATION, OPERATION OR USE OF ANY HARDWARE PRODUCT PROVIDED BY LAWO WITH ANY PRODUCT, SERVICE OR SYSTEM (INCLUDING THIRD-PARTY SOFTWARE AND EQUIPMENT) NOT PROVIDED BY LAWO, (II) ANY MODIFICATION BY THE CUSTOMER TO HARDWARE PRODUCTS MADE WITHOUT LAWO’S PRIOR WRITTEN CONSENT, OR (III) ANY FAILURE BY THE CUSTOMER TO INSTALL MODIFIED OR REPLACEMENT HARDWARE PRODUCTS, OR INSTALL AND IMPLEMENT ANY SOFTWARE OR UPDATES THERETO, PROVIDED OR MADE AVAILABLE FOR PURCHASE BY LAWO.

15. RETENTION OF INDUSTRIAL PROPERTY RIGHTS.
(a) On behalf of itself and its manufacturers and suppliers, LAWO reserves all rights of trademark, ownership, copyright and other industrial or intellectual property rights, title and interest to any trade or service names, Software, firmware, specifications, technical data, drawings, illustrations, catalogues, models, documents and sales literature (collectively, “LAWO Industrial Property”). The Customer shall not make use of, reproduce, decompile, disassemble or reverse engineer (except to the extent permitted by law), or create derivative works based on LAWO Industrial Property without the express written consent of LAWO. No rights are granted to the Customer hereunder other than as expressly set forth herein.

(b) Customer shall not (i) permit any third-party access to the Software except as permitted in this Agreement, (ii) copy, frame or mirror any part or content of the Software, other than copying or framing on Customer’s own intranets or otherwise for Customer’s own internal business purposes, (iii) access the Software in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Software.

16. REGULATORY LAWS AND STANDARDS.
(a) LAWO makes no representation that its Products conform to, or comply with, local laws, ordinances, regulations, codes or standards except as may be otherwise specifically agreed to in writing by LAWO. The Customer shall comply with all export and import laws of all countries involved in the sale of the Hardware Products under this Agreement or any permitted resale of the Hardware Products by the Customer. The Customer assumes all responsibilities for shipments of Hardware Products requiring any government import clearance.

(b) The Customer represents and warrants to LAWO that neither the Customer nor any subsidiary nor any related entity nor any director or officer thereof nor, to the Customer’s knowledge after due inquiry, any employee, agent, affiliate, representative or other person acting on behalf of the Customer, any subsidiary or any related entity is: (i) the subject of any sanctions administered or enforced by Global Affairs Canada, the U.S. Department of Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union, the Treasury Office of the United Kingdom, or any other relevant sanctions authority (collectively, “Sanctions”), nor (ii) located, organized or resident in a country or territory that is the subject of comprehensive economic Sanctions.

(c) The Customer represents and warrants to LAWO that (i) it has validly entered into this Agreement and has the legal authority to do so; (ii) it will use the Products in accordance with applicable laws; and (iii) it has all necessary rights to use and upload any Data for use with the Software.

(d) LAWO and the Customer are independent contractors and not principal and agent. Nothing contained in these Terms and Conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship.

17. PRODUCT SPECIFICATIONS.
LAWO’s Hardware Products are made only in the sizes and to the specifications set forth in its official catalogs and product literature, as updated and amended from time to time. All specifications are subject to change without notice. If any alteration is requested, such altered Hardware Product will be treated as a made-to-order item. LAWO assumes no responsibility for typographical errors which may appear in its catalogs or literature, and cannot accept responsibility for costs or delays caused by such errors.

18. SYSTEM DESIGN.
Unless otherwise expressly agreed upon in writing by the Parties, sole responsibility for system design to ensure proper installation, commissioning, use and application of LAWO’s Hardware Products rests solely with the Customer. Where required, design and implementation services may be outlined and agreed upon by the Parties in writing in a separate statement of work.

19. RETURNS.
Returns of Hardware Products are not permitted except and unless agreed to by LAWO in writing in advance.

20. CONFIDENTIALITY AND PRIVACY.
(a) As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information shall include its Data; LAWO’s Confidential Information shall include the Services; and Confidential Information of each Party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obli-
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gation owed to the Disclosing Party, or (iv) was independently developed by the Disclosing Party.

(b) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(c) The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

(d) The Customer acknowledges that to provide Products and Services for the Customer, LAWO shall be required to collect, use, retain, and/or disclose personal information of employees of the Customer (hereinafter the “Personal Information”) as an agent for the Customer. Each Party acknowledges that to the extent it collects, accesses, processes, uses or discloses Personal Information, it is obliged to comply with the UK GDPR and Data Protection Act 2018 as amended or replaced, and/or laws, and legally binding requirements of regulators and codes of practice that address the protection of Personal Information.

21. CHOICE OF LAW AND JURISDICTION.
This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non contractual) shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England & Wales.

22. FORCE MAJEURE.
Any delay or failure of LAWO to perform its obligations hereunder shall be excused and the time for performance extended if, and to the extent that it is caused by a Force Majeure Event. During the period of such delay, or failure to perform by LAWO, LAWO may provide the Customer with written notice of such delay and an estimate of the duration of the delay. Should the effect of a Force Majeure Event continue for more than sixty (60) consecutive days from the date of initial incidence, LAWO reserves the right to terminate this Agreement in its discretion.

23. ANTI-CORRUPTION.
Customer has not received or been offered any bribery, kickback, payment, gift, or thing of value from any of LAWO’s employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

24. WAIVER.
No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

25. NOTICE.
All notices under this Agreement shall be in writing and shall be deemed to have been duly given (i) if delivered by hand and receipted for by the Party to whom said notice or other communication shall have been directed, or (ii) if mailed by certified or registered mail with postage prepaid, on the third (3rd) Business Day after the date on which it is so mailed, or (iii) if delivered via email, the date of transmission if transmission occurs prior to 4:30 P.M. (UK time) on a Business Day, and on the next Business Day following the date of transmission in any other case. Notices shall be addressed to the respective Party at the address specified for such purpose in the quotation or purchase order to which these Terms and Conditions are appended. Any Party may from time to time change its address under this Section 25 by notice to the other Party given in the manner provided by this Section 25.

26. ENTIRE AGREEMENT, PRECEDENCE, ASSIGNMENT AND THIRD PARTIES.
All quotations and purchase orders, these Terms and Conditions and all documents specifically annexed thereto or referred to therein (including, without limitation, the End User License Agreement, Service Annex Agreement and any Service Level Agreement (“SLA”)) are a full and final statement of the terms of this Agreement between LAWO and the Customer, and all prior or contemporaneous discussions or writings shall not be deemed part of this Agreement. The parties acknowledge that the Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in the Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Agreement which it might otherwise have had in relation to them. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. In the event of a conflict between the terms of individual written quotations by LAWO or any SLA provided by LAWO and these Terms and Conditions, the terms of the relevant quotation or SLA
27. DEFINED TERMS AND INTERPRETATION.
(a) When used in this Agreement, “Agreement” means these Terms and Conditions and all documents specifically annexed hereto or referred to herein (including, without limitation, the End User License Agreement, the Service Annex Agreement, any SLA, quotations, purchase orders, statements of work and ancillary documents specifically approved by both Parties); “Business Day” means any day, other than a Saturday, Sunday or a day on which banking institutions in London, UK are authorized by law to close; “Customer” means the party that actually purchases the Products or Services from LAWO, as specified in the purchase order to which these Terms and Conditions apply and not any other or subsequent owner, purchaser or end-user; “Data” means all electronic data or information submitted by Customer to the Products or Services, including but not limited to any data, content (including user content), information and files; “End User License Agreement” means such additional terms and conditions relating to Software that references these Terms and Conditions, the current version of which may be found at www.lawo.com; “Hardware Products” means the physical components of LAWO-made equipment delivered to Customer and includes LAWO-produced components included therein but excludes Software and any third-party hardware, software or firmware provided (whether as part of or alongside the relevant component); “including,” “includes” and “include” respectively mean “including without limitation,” “includes without limitation” and “include without limitation”; “Force Majeure Event” means any event or series of events or occurrences beyond the reasonable control of LAWO, including acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, civil unrest, terrorism, sabotage, unavailability of raw materials or product inputs, energy or transport and strikes, travel restrictions, epidemics or pandemics; “LAWO” means LAWO Ltd.; “LAWO Group” means any firm, partnership, corporation or other legal entity that is owned solely by or controlled by or together with LAWO, whether such relationship is direct or indirect; “Party” and collectively “Parties” means the Customer and LAWO; “Patches” means software remedies or fixes intended to remedy Software problems or “bugs” noted by LAWO; “Products” means any Hardware Products or Software provided by LAWO to the Customer pertaining to this Agreement; “Services” means the services, work, acts and labour required to be performed by LAWO, LAWO Group, or any of LAWO Group’s subcontractors, suppliers, licensors or respective personnel under the Agreement and includes delivery, integration, training, customization, configuration, hosting, processing and maintenance and support services; “Services Annex Agreement” means such additional terms and conditions relating to Services described in an annex attached to or referencing these Terms and Conditions; “Software” means any software provided by the LAWO Group, together with any Software Updates made available by LAWO from time to time and all applicable technical documentation containing specifications, instructions, and/or other information accompanying such software or made available by LAWO from time to time; “Software Updates” means any new Software versions, releases or maintenance updates provided or made available for purchase by LAWO from time to time and duly licensed to the Customer; and “Terms and Conditions” means this document.

(b) Unless the context otherwise requires, all references herein to any statute or any provision thereof will include such statute or provision as it may be amended, restated, re-enacted or replaced from time to time. If the context so requires, words importing number will be deemed to include a greater or lesser number, words importing gender will be deemed to include the other gender or the body corporate, and words importing the body corporate will be deemed to include either gender. The captions and headings in this Agreement are for convenience only and will not define or limit any of the terms hereof.

28. CURRENCY.
All currency amounts referred to in this Agreement are in euros.

29. SEVERABILITY.
If any provision or portion of these Terms and Conditions are invalid or unenforceable, such provision shall be deemed not to be a part of these Terms and Conditions and shall not affect the validity or enforceability of the remaining provisions.

As of June 1st 2023