



Life Energy Motion

B2B General Terms and Conditions of Sale of LEM INTERNATIONAL SA and its Affiliates within Switzerland, Germany, the United States, Japan, Russia, China

1. **Scope**
- 1.1. These General Terms and Conditions of Sale (the "Conditions of Sale") apply to all goods provided by LEM INTERNATIONAL SA or any of its Affiliates located in Switzerland, Germany, the United States, Japan, Russia or China (individually "LEM") to external customers without regard to customer's location (individually the "Customer"), as set out by LEM in a quotation or an order confirmation (the "Products"). The Customer shall be deemed to have made an unconditional acceptance of these Conditions of Sale, on the earlier to occur of the following: (a) Customer's placement of an order for Products; (b) Customer's payment of any amounts due under these Conditions of Sale; (c) Customer's delivery to LEM of any material to be furnished by the Customer; (d) Customer's receipt of the Products; or (e) any other event constituting acceptance under applicable law. These Conditions of Sale are the only terms which govern the sale of Products by LEM to Customer and prevail over any of the Customer's conditions regardless whether or when the Customer has submitted its purchase order or such terms. LEM objects to any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by the Customer, but not agreed by LEM in accordance with Article 1.2 below. Fulfillment of the Customer's order does not constitute acceptance of any of the Customer's terms and conditions and does not serve to modify or amend these Conditions of Sale.
- 1.2. Any modification, change, renunciation or waiver of or deviation from any terms and conditions of these Conditions of Sale must be agreed in writing and signed by authorized representatives of LEM and the Customer, in which case such modification, change, renunciation, waiver or deviation shall apply.
2. **Affiliate**
- 2.1. An Affiliate of LEM INTERNATIONAL SA is defined as any legal entity which directly or indirectly controls, is controlled by or is under common control with LEM INTERNATIONAL SA. The term "control" shall mean the ability to vote more than 50% (fifty percent) of the voting rights of any entity or otherwise having the ability to instruct the management and policies of an entity.
3. **Quotation, Forecast, Order and Order Confirmation**
- 3.1. Any LEM's quotation shall not be construed or operate as an obligation to provide the Products to the Customer. Prices included in LEM's quotation are based on the quantities of Products referred to therein and LEM reserves the right to amend the quoted price according to the quantity of Products actually ordered by the Customer. LEM's quotation is valid for a period of 30 (thirty) calendar days from the date of its issuance unless otherwise stated in the quotation.
- 3.2. The Customer shall provide to LEM a written monthly rolling Product purchase forecast, indicating the quantity requirements of the Products, in each of the next 12 (twelve) months, with an accuracy of +/- 20% (twenty percent) (each, "Rolling Forecast").
- 3.3. The Customer shall submit all orders for Products to LEM in writing, in a form acceptable to LEM with the expectation that the orders would be made within the Rolling Forecasts and comply with the applicable lead times for the Products as communicated by LEM in writing. All orders shall be accompanied with complete, accurate and up to date information in all material aspects to enable LEM to perform the contract.
- 3.4. The contract is considered as concluded between LEM and the Customer when LEM has confirmed an order whether in writing or electronically (the "Order Confirmation"). The Order Confirmation does not need to be signed to be valid and binding, unless otherwise required by applicable law. LEM reserves the right to reject any order for any reason in its discretion.
- 3.5. The Order Confirmation together with these Conditions of Sale and any other documents specifically referred to in the Order Confirmation or separately agreed to in writing by LEM, such as specifications or drawings, will be binding and form the complete and exclusive contract between LEM and the Customer. Any negotiations or understandings between LEM and the Customer which are not contained in the contract have no force or effect.
4. **Order change and cancellation**
- 4.1. Any change to (e.g. change to delivery dates, place of delivery, quantities and/or the Products covered by an order) or cancellation of an order by the Customer will only be valid if it is expressly agreed to in writing by LEM. In principle, LEM does not accept any change or cancellation by the Customer within the lead time for production of the Products.
- 4.2. If any change causes an increase in the cost of, or the time required for, performance of the contract, an equitable adjustment shall be made to the price and/or delivery date.
- 4.3. In case of cancellation, the Customer agrees to compensate LEM for all costs and damages resulting therefrom including, without limitation, costs of manufacturing the Products, costs of purchasing non-returnable materials and cancellation costs and fees imposed on LEM by its suppliers and subcontractors.
5. **Product documentation**
- 5.1. Price lists and any information provided by LEM on websites, in brochures and/or other general product documentation is intended by LEM to be for information only. Such information is provided "as is" and shall not be construed as any LEM's warranty, whether expressed or implied.
- 5.2. LEM will provide to the Customer such technical documentation relating to the Products in English as are in LEM's opinion reasonable and necessary. Information in technical documentation is binding only if expressly stated by LEM in writing.
- 5.3. Unless otherwise expressly agreed in writing by LEM and the Customer, the Products are sold without technical assistance and maintenance.
6. **Prices and payment terms**
- 6.1. LEM shall provide the Products at the agreed price as set forth in the Order Confirmation. The prices are exclusive of VAT, taxes and import duties which shall be borne by the Customer. The Customer agrees to hold LEM harmless from and against all taxes assessed against or in connection with the Products purchased by the Customer.
- 6.2. Prices are based on the economic conditions at the date of the quotation and can be proportionally adjusted by LEM due to increase in state or federal taxes or duties, changes in any law, rule, regulation, code or standard, fluctuation in foreign currency or exchange rates, increase in cost of components and raw materials, labor, transportation or other costs.
- 6.3. Unless otherwise stated in the Order Confirmation, all prices are deemed with delivery free carrier (FCA - Incoterms® 2020) at the facility designated in the Order Confirmation. Currency is as set forth in the Order Confirmation.
7. **Invoicing/Terms of payment**
- 7.1. LEM will submit to the Customer invoices, with the possibility for LEM to submit electronic invoices in substitution to paper invoices.
- 7.2. Unless otherwise agreed in writing, the invoices shall be paid by bank transfer by the Customer net 30 (thirty) calendar days from the date of the invoice. The Customer shall comply with the instructions given by LEM concerning bank accounts.
- 7.3. The Customer is not entitled to withhold payment or make any deduction from the contract price in respect of any set-off or counter claim, deduction for withholding taxes or any other reason.
- 7.4. If, in LEM's judgment, the financial conditions of the Customer at any time does not justify continuance of performance of the contract on the terms of payment originally specified, LEM may require full or partial payment in advance, or require guarantees or other satisfactory security in its sole discretion. In the event of the Customer's bankruptcy, insolvency or liquidation, payments are due immediately.
- 7.5. If the Customer fails to pay LEM any amount when due, LEM shall have the right, without prejudice to other statutory and contractual rights, to (i) charge interest on the unpaid balances at the rate of 1.5% (one point five percent) per month or, if less, the maximum amount allowed by applicable law, as well as compensation for reasonable attorneys' fees and collection costs incurred by LEM in collecting all unpaid amounts due hereunder; (ii) refer the Customer's debt to a debt collection agency; (iii) suspend in whole or in part any further delivery or performance of the contract as well as any and all outstanding orders of the Customer or make them conditional upon an advance payment or provision of guarantees or other satisfactory security; (iv) declare all unpaid balances due and payable immediately. In addition to the foregoing, if the Customer has not paid the amount due within 90 (ninety) calendar days from the date of the invoice, LEM may terminate the contract by written notice to the Customer. LEM may claim compensation for all costs and damages resulting therefrom.
- 7.6. If the Customer disputes all or any portion of an invoice, it must notify LEM within 10 (ten) calendar days of receiving the invoice. Failure of the Customer to timely notify LEM of any dispute constitutes a waiver of Customer's claim.
8. **Place of delivery and passing of risk and ownership**
- 8.1. Unless otherwise specified in the Order Confirmation, deliveries shall be FCA (Incoterms® 2020) at the facility designated in the Order Confirmation. Unless specified, all freight and transportation costs and any other charge related to delivery from LEM to the Customer are not included in the contract price and are at the Customer's cost. The Customer is responsible for obtaining import licenses and all other permits required for the deliveries.
- 8.2. Risk in Products shall pass to the Customer upon delivery under Clause 8.1. above.
- 8.3. To the extent permitted by applicable law, title and property of the Products shall remain with LEM until full payment of the contract price by the Customer. The retention of title shall not affect the passing of risk under Clause 8.2. above.
9. **Packaging**
- 9.1. Unless stated otherwise in any LEM's quotation, prices quoted provide for standard packaging. Special packaging will be charged to the Customer at cost.
- 9.2. Unless otherwise stipulated in writing by LEM, any packaging materials will not be taken back by LEM and must be disposed of by the Customer.
10. **Delivery**
- 10.1. Unless otherwise specifically agreed to by LEM in writing, LEM will use its commercially reasonable efforts to meet any delivery dates specified in the Order Confirmation but such dates are approximate and are not of the essence. Subject to Clause 10.5. below, failure by LEM to meet any delivery date, including partial or early delivery, does not constitute a cause for cancellation and/or for damages of any kind. Delivery date shall be understood as the date of delivery of the Products at the agreed place of delivery in accordance with Clause 8.1. above.
- 10.2. Partial deliveries and early deliveries are permitted.
- 10.3. Any claim relating to the deliveries shall be notified in writing to LEM within 10 (ten) calendar days of receipt of such delivery. Failure of the Customer to timely notify LEM constitutes a waiver of Customer's claim.
- 10.4. If delay in delivery is caused by a force majeure event, by any Customer's act or omission, or any other circumstances attributable to the Customer, the time of delivery shall be extended accordingly. In the event the Customer caused delay, the price and other terms will be adjusted accordingly to reflect LEM's increased costs and other adverse impacts associated with such delay. In no event shall LEM be liable to the Customer for delay in delivery to the extent that such delay is caused by or arises from any event under this Clause 10.4.
- 10.5. Subject to Clause 10.4., if a fixed date has been specifically agreed by LEM in writing and LEM fails to deliver upon that fixed date, and if as a result the Customer suffers a loss, (i) LEM will pay to the Customer for each week of delay liquidated damages at the rate of 0.5% (zero point five percent) per week up to a maximum of 7.5% (seven point five percent) corresponding to the invoiced price of that part of the Products not delivered yet, and (ii) if the delay in delivery is such that the Customer is entitled to the maximum liquidated damages hereunder, the Customer may cancel the contract for those Products not delivered yet, in which case LEM will refund the Customer the price already paid by the Customer in respect of those Products. The liquidated damages shall become due at the Customer's demand in writing provided, however, that the Customer waives its right to liquidated damages if it fails to make its demand within 6 (six) months after the date when delivery should have taken place. The remedies under this Clause 10.5 shall be LEM's only liability arising from such delay and no further claims shall exist. LEM and Customer acknowledge and agree that payments under this Clause 10.5 shall constitute liquidated damages (such amount to be the maximum amount of damages to be claimed by the Customer) and not a penalty and further acknowledge that the amount of loss or damages likely to be incurred by the Customer upon delay by LEM is difficult to determine and the amount specified herein bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by the Customer upon delay by LEM.
11. **Performance**
- 11.1. LEM's performance is contingent upon the Customer timely providing LEM with all complete, accurate and up to date information and requirements for the Product. The Customer shall be responsible for the information it provides to LEM and any extra costs incurred by LEM due to late, incomplete, inaccurate or obsolete information will be charged to the Customer.
- 11.2. The Customer shall comply with all applicable laws, regulations and ordinances, including without limitation data protection and data privacy laws. The Customer agrees to defend, indemnify and hold LEM, its Affiliates, shareholders, officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, proceedings, actions, fines, losses, costs, expenses and damages, in whatever form (including, without limitation, attorneys' fees) arising out of or relating to: (a) the Customer's failure to comply with this Clause 11.2; or (b) the Customer's equipment or vehicle incorporating the Products or combination with the Products, when the cause of the claim relates to the equipment or the vehicle itself, the incorporation or combination or when the Products are not used for their intended purpose.





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12. Acceptance Tests

12.1. If the contract provides for an acceptance test, it will be performed by LEM in accordance with LEM's standard practice at the place of manufacture or elsewhere at LEM's sole discretion. The test report will be sent to the Customer, which shall accept it as accurate.

13. Subcontractors

13.1. LEM reserves the right to appoint subcontractors including, without limitation, any Affiliate within LEM's organization to partially or wholly perform the contract.

14. Warranty and Remedies

14.1. LEM warrants to the Customer that the Products (i) as of the time of delivery are in accordance with the specifications as existing in LEM's data sheet at the time of the Order Confirmation, except if particular specifications are agreed in writing between LEM and the Customer; (ii) for the warranty period described below shall be free from material defects in material and workmanship.

14.2. Any Product described as being experimental, developmental, engineering sample, prototype and/or non-qualified product is specifically excluded from the warranty under this Clause 14 and is provided "AS IS" with **NO WARRANTY**.

14.3. The warranty period shall be 12 (twelve) months from the date of delivery of the Products. Any extended warranty period beyond those explicitly stated in these Conditions of Sale must be agreed upon in writing between LEM and the Customer. In addition to the foregoing, LEM grants to the Customer a commercial warranty for limited Products and with limited remedies as available on LEM's website <https://www.lem.com/en/quality-environment/certificates>, this commercial warranty being subject to all limitations and exclusions set forth in these Conditions of Sale.

14.4. The Customer shall inspect the Products upon receipt and report any alleged defect to LEM in writing within 10 (ten) calendar days of delivery of the Products. Otherwise, Products are deemed to be accepted, subject to any hidden defects, which shall be reported to LEM without undue delay, latest 10 (ten) calendar days after discovery of the alleged defect. In any case, the Customer shall not make a claim against LEM and LEM shall have no further liability for or in connection with the Products upon the expiry of the warranty period under Clause 14.3 and claims made after such period will be time barred. Any claim under this warranty is conditional upon the written notification to LEM in due time, including the precise description of the alleged defect and any pertinent information that will assist LEM in the analysis of the root cause. The Customer shall return the rejected Products to LEM at the Customer's sole costs DDP (Incoterms® 2020) at LEM designated facility upon obtaining a LEM's Return of Material Authorization ("RMA").

14.5. The RMA as well as LEM's consent to analyze the root cause shall in no circumstances constitute or be deemed any kind of acknowledgment of the defect or LEM's liability or any waiver of LEM for any objections. In case LEM is not liable for the defect, the Customer shall compensate LEM for the costs arising out of the analysis of the root cause.

14.6. Provided that the Customer has informed LEM about the defect in accordance with Clause 14.4, LEM will, at no cost and at its option (i) remedy the defects, or (ii) replace the defective Products, which has been determined to LEM's reasonable satisfaction as being defective within the scope of LEM's warranty. Unless otherwise agreed in writing by LEM, the remedies hereunder do not extend to include the Customer's costs and expenses resulting from any mounting, dismantling, removal, transportation and other rectification costs. All returned Products become the property of LEM.

14.7. LEM shall not be liable for defects due to or arising from (i) ordinary wear and tear; (ii) incorrect, improper or negligent storage, handling, use (such as usage in abnormal conditions or non-standard environment, prohibited use under Clause 21.3 hereunder or use other than in accordance with the relevant specifications), disregard of installation and/or maintenance instructions by the Customer, unauthorized repairs, modifications, alterations or additions carried out without LEM's written consent or other causes beyond LEM's control; (iii) any use of the Products after the Customer has, or should have, knowledge of any defect in the Products; (iv) items, design, information or other instructions provided to LEM by the Customer.

14.8. **THE EXPRESS WARRANTY HEREUNDER IS IN LIEU AND EXCLUSIVE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE PRODUCTS OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY. LEM EXPRESSLY DISCLAIMS ALL WARRANTIES AND REMEDIES NOT STATED IN THIS LIMITED WARRANTY.**

14.9. The limitations hereunder apply whether damages are sought, or a claim is made, under the warranty or as tort claim, product liability claim, contract claim, or any other claim.

15. Product change and Product discontinuation

15.1. LEM reserves the right to change the Products, including the Product documentation under Clause 5 above. Any change to the specifications of the Products that materially affects the form, fitness or function of the Products will be notified to the Customer in accordance with LEM Process Change Notice (PCN).

15.2. If LEM discontinues the production of the Products, the Customer will be notified at least 6 (six) months in advance and will have the opportunity to make a final order at all times within such 6 (six) month period provided however that the last delivery shall not occur later than the last day of such 6 (six) month period.

16. Liability

16.1. Notwithstanding anything else contained in these Conditions of Sale to the contrary, **LEM SHALL NOT BE LIABLE, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS OR FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER, OR FOR CLAIMS BY THE CUSTOMER FOR DAMAGES OF CUSTOMER'S OWN CUSTOMERS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEN OR UNFORESEEN.** LEM's total liability for any claim, whether based in contract, warranty, tort (including but not limited to negligence), strict liability, indemnity or any other legal theory, shall in no event exceed the actual purchase price paid by the Customer to LEM for the Products or part thereof which have given rise to such claim. In addition, LEM's annual aggregate liability shall in no event exceed the maximum amount corresponding to 20% (twenty percent) of the annual turnover made by LEM with the Customer during LEM's previous fiscal year (April to March).

16.2. Any limitation of liability hereunder shall in any case apply except and only to the extent such limitation is specifically precluded by applicable law.

17. Infringement of intellectual property rights

17.1. LEM warrants that the Products, when used for their intended purpose as set forth in applicable Product specifications or user manuals, without modification, do not infringe any patents of third parties in the United States, European Union and Switzerland.

17.2. Provided that the Customer promptly provides notice to LEM of any third party claim and gives full and complete authority and necessary information and assistance necessary for the settlement and defense of any such claim in a timely manner to LEM, LEM shall defend the Customer against any third-party claim based on alleged patent infringement directly arising out of the Products sold to the Customer hereunder and pay any damages awarded to the Customer in any suit or proceeding so defended or at its option settle any suit or proceeding brought against the Customer. LEM's obligation to defend the Customer and pay any damages shall not apply if (i) the liability or damage was caused by LEM's compliance with items, design, information or other instructions provided to LEM by the Customer; (ii) the Products are used in equipment or vehicle and the cause of the claim is the equipment and/or the vehicle itself or the combination of the Products with such equipment or vehicle or other components, material and parts not supplied or approved by LEM; (iii) the Products are modified and such modifications are not made by LEM or are made by the Customer or any third party without LEM's written approval; (iv) continued use of the unchanged or unreplaced Products despite the fact that LEM has offered a change or replacement of the Products that is intended to avoid the claim; or (v) the Customer concedes, settles or compromises any claim without the prior written consent of LEM. In any case, the Customer loses the right to rely on this Clause 17.1 (one) year after delivery of the Products. Claims made after that period will be time barred.

17.3. This Clause 17 shall apply *mutatis mutandis* in favor of LEM for any item, design, information or other instructions provided to LEM by the Customer and the Customer agrees to defend and indemnify LEM according to this Clause.

17.4. This Clause 17 is an exclusive statement of all the duties of LEM relating to infringement of intellectual property rights and of all the remedies of the Customer relating to any claims, suits, or proceedings involving intellectual property rights.

18. Ownership of information and material

18.1. LEM shall own all rights, title and interest in and to any and all LEM Property (as defined below) relating to and embodied in the Products on a worldwide basis. "LEM Property" as it relates to the Products, means all copyrights, trademarks, trade secrets and patents as well as commercial and technical information and material including, without limitation, know-how, inventions, trade names, logos, labels, designs, drawings, tools, molds, dies, plans, models, sketches, samples, specifications, data sheets, manufacturing, testing and/or quality processes and equipment developed by LEM or its Affiliates and/or that is embodied in the Products, in whatever form and format. All LEM Property shall remain the sole and exclusive property of LEM or its Affiliates. LEM reserves all rights in respect of LEM Property. The Customer shall not at any time do or cause to do, directly or indirectly, any act which impairs or tends to impair in any way LEM's rights, title or interest in and to any of LEM Property.

18.2. LEM Property shall not be copied, reproduced or modified without the prior written consent of LEM. In particular, the Customer agrees not to remove or modify any evidence of manufacturing origin, serial numbers, trademarks or logos which are contained on or within the Products. No license under any LEM Property is granted herein except the right to use the Products for their intended purpose only and sell the Customer's equipment or vehicle incorporating the Products or in combination with the Products provided, however, that the contract price has been fully paid by the Customer.

18.3. Unless otherwise specifically agreed in writing between LEM and the Customer, LEM shall own in all jurisdictions throughout the world all rights, title and interest in any custom features for the Products, modification, improvement, discovery, invention or derivative work of any Product or LEM Property thereof, as well as any technology, methodology, processes, data, assets or property, whether tangible or intangible, that are developed or discovered during the course of or that arise out of the performance of the contract, even if they result from suggestions or input from the Customer or if the costs are borne by the Customer. The Customer shall promptly disclose to LEM, and shall not disclose to any third party, any modification, improvement, discovery, invention or derivative work related to or derived from any Product or LEM Property. The Customer hereby transfers and assigns to LEM all of the Customer's rights, title and interest in and to any such modification, improvement, invention, discovery or derivative work of any Product or LEM Property. If required by LEM, the Customer will enter into a separate development agreement covering the terms and conditions relating to the development of custom features for the Products.

19. Software

19.1. The Products may contain or be accompanied by software and related documentation (the "Software"). If the Customer receives any Software from LEM with or embedded in the Products, the Software is licensed and not sold. The use of the Software by the Customer will be governed by the terms and conditions of this Clause 19, unless a license agreement is separately provided with the Products or the Software. The license is a royalty-free license, unless otherwise expressly stated in the separate license agreement.

19.2. LEM grants to the Customer a non-exclusive license to (i) use the Software that is embedded within the Products solely to the extent necessary for the Customer to use the Products for their intended purpose; and (ii) install the Software that is provided with (but not embedded within) the Products for use solely with those Products for their intended purpose.

19.3. All rights, title and interest in and to the Software including, without limitation, copyright is owned by LEM, its Affiliates or LEM's licensors and no title is transferred to the Customer. LEM reserves all rights to the Software except for the rights granted in this Clause 19.

19.4. Except as expressly permitted by applicable law, the Customer shall not and shall not permit any third party acting under its control to (i) copy, reproduce, prepare derivative works or modify any part of the Software, (ii) reverse engineer, translate, adapt, disassemble or decompile the Software, nor attempt to derive source code therefrom, (iii) remove any embedded Software from any Product. In addition to the foregoing, Clause 18 shall apply.

19.5. The Customer may only transfer the Software when the Products in which it is embedded or which it accompanies are transferred, provided that the third party agrees in writing to comply with the terms and conditions of this Clause 19.

20. Confidentiality

20.1. The Customer shall keep strictly confidential any and all information furnished by LEM or its Affiliates including, without limitation, all LEM Property as well as any other data, documents and experience of LEM, its Affiliates or their respective suppliers, subcontractors or business partners as well as any modification, improvement, discovery, invention or derivative work related to or





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derived from any Product or LEM Property. The Customer shall not use such information for any purpose other than the purchase and use of the Products for their intended purpose and shall not copy or disclose any such information to any third party, except as otherwise expressly agreed to in writing by LEM.

20.2. The Customer shall be bound by this undertaking upon and after termination of the contract. The Customer is obliged to bind its employees, agents and own customers with the same non-use and confidentiality obligations.

20.3. Upon LEM's request, the Customer shall promptly return all documents and other materials received from LEM. LEM shall be entitled to injunctive relief for any violation of this Clause 20. This Clause 20 does not apply to information that is: (a) in the public domain; (b) known to the Customer at the time of disclosure; or (c) rightfully obtained by the Customer on a non-confidential basis from a third party.

21. Export and Import compliance, Product unauthorized use

21.1. The Customer understands that the Products, the Software and related technology and technical data ("Items") that are delivered by LEM may be subject to export control and economic sanctions laws, regulations and orders, as amended from time to time, including but not limited to those of the United Nations, the European Union, the United States and the jurisdictions in which LEM and the Customer are established or from which the Products may be supplied (the "Export Control Laws or Sanctions"). Violation of the Export Control Laws or Sanctions may cause LEM and the Customer to face serious business risks and suffer tremendous damage. To protect both LEM and Customer from such risks and damage, if the delivery of the Items is restricted or prohibited due to the Export Control Laws or Sanctions, LEM may, at its option and without incurring any liability towards the Customer, its own customers or any third parties, either (i) suspend its obligations until any required license, authorization or permit is granted or for the duration of such restrictions or prohibitions; or (ii) terminate the relevant orders and/or the contract with immediate effect.

21.2. To reduce the potential business risks and damage arising from any violation of the Export Control Laws or Sanctions, the Customer warrants that (i) it shall remain in full compliance with the Export Control Laws or Sanctions or the requirements of any license, authorization or permit when directly or indirectly using, exporting, re-exporting, transferring, releasing or selling any Items; (ii) it will not use the Items in relation to any use prohibited by the Export Control Laws or Sanctions; (iii) neither the Customer nor any of its employees, officers or directors, or any person or entity known by the Customer to be involved in the contract, as its own customer or otherwise, is located in any jurisdiction or on any list where the provision of Items would violate the Export Control Laws or Sanctions.

21.3. Products are not authorized for and should not be used in life support, life-critical or safety-critical devices, systems or applications or in space, military and/or nuclear environments, without specific prior written consent from LEM's authorized representatives. Such uses as well as selling, transferring, exporting or re-exporting the Products for such uses shall be at Customer's sole liability, even if LEM is aware of or has been informed of such use.

21.4. The Customer agrees to defend, indemnify and hold LEM, its Affiliates, shareholders, officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, proceedings, actions, fines, losses, costs, expenses and damages, in whatever form (including, without limitation, attorneys' fees) arising out of or relating to Customer's failure to comply with this Clause 21.

22. Data Protection

22.1. When performing the contract, the Customer may need to process personal data about LEM or its employees. The Customer shall be responsible for processing such personal data in compliance with applicable data protection laws and only for the purpose of performing the contract. The Customer shall not, without LEM's prior written consent and without taking in addition all required measures and guarantees, transfer personal data to any third party or a country offering a lower level of legal protection than in the country of origin of the personal data in question. Upon LEM's request, the Customer shall return or destroy all LEM related personal data in Customer's possession or control.

22.2. The Customer is advised and consents that LEM processes personal data about the Customer, its representatives, employees and agents (such as the name, address, telephone number, fax number and e-mail address of the Customer's representatives) for the purposes of handling the contract between LEM and the Customer and managing and administering LEM group-wide sales services. The Customer acknowledges that LEM shares such personal data with its Affiliates and third party service providers, including for administrative and marketing purposes. The Customer understands that, except and only to the extent it is specifically precluded by applicable law, personal data may be transferred to and processed in databases located and accessible globally by the personnel of LEM's Affiliates and by any third party service providers acting on LEM's behalf worldwide, including in countries offering a lower level of legal protection than in Customer's country of incorporation. Further information is available on LEM Global Privacy Policy available on LEM website (www.lem.com).

22.3. The Customer ensures that any and all data (including personal data of its representatives, employees and agents) that it transfers to LEM has been sourced and processed in a way that fully complies with all data protection rules. This relates in particular to (i) the information of the data subject, and, where required, (ii) the rules surrounding the data subject's consent. In particular, the Customer must ensure the data subject is fully informed of the elements provided under Clause 22.2 above as well as in the LEM Global Privacy Policy. In case the data subject's consent would be required for the processing operation (including the transfer of personal data abroad), it shall be the Customer's responsibility to collect and formalize such consent, a written copy of which will be provided to LEM upon its request.

22.4. Should LEM function as a data processor for the Customer, the Customer shall sign LEM's data processing agreement (DPA) and both parties shall ensure full compliance with its terms. Any further processing operation that would be done by LEM shall be notified to the Customer.

23. Code of Conduct

23.1. The Customer undertakes that it will not, directly or indirectly, engage in bribery in a manner contrary to applicable laws, policies or standards of conduct, for the purposes of improperly obtaining or influencing LEM's activities.

24. Force Majeure

24.1. LEM shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded by Force Majeure, meaning an event that was not foreseeable by LEM at the time of execution of the respective order, is unavoidable and outside the control of LEM and for which LEM is not responsible. The following events (the list of which is not

exhaustive) shall be considered as Force Majeure events to the extent they present the characteristics described above: strike, boycott, embargo, export restrictions, act of a governmental authority, including laws or regulations, riot, epidemics, pandemics, natural disasters, extreme natural events, act of war, terrorist acts, delay in/lack of transportation, energy failure, breakdown or failure of any kind to or of equipment or facilities, unanticipated global market economic situation, delay of supplier, inability to obtain necessary labor or materials, shortage in the supply chain, unanticipated manufacturing problems.

24.2. As soon as reasonably possible, LEM shall notify the Customer in writing on the Force Majeure case and on the cessation of such circumstance.

24.3. LEM shall be entitled to terminate the contract by written notice to the Customer if performance of the contract is suspended for Force Majeure for more than 90 (ninety) calendar days, without any liability to LEM and/or the Customer.

25. Assignment and successors

25.1. Neither party may assign, transfer or encumber any rights resulting from the contract without the other party's prior written consent, provided however that LEM is allowed to assign, transfer or encumber (i) to any of its Affiliates any rights resulting from the contract, or (ii) to any third party in connection with the sale of all or substantially all of its assets, or in the event of a merger or similar transaction. This contract is binding upon successors and assigns.

26. Applicable law

26.1. The contract shall be governed by and construed in accordance with the laws of the country of incorporation of the LEM company accepting the order, with explicit exclusion of both any applicable international private law principle and the United Nations Convention on Contracts for the International Sale of Goods dated 11th April 1980 and amendments thereto.

27. Place of jurisdiction

27.1. The place of jurisdiction for any disputes shall be the courts competent at the registered office of the LEM company accepting the order. Notwithstanding the foregoing, LEM reserves the right to institute proceedings at the place of domicile of the Customer or before any other competent court.

28. Reservation of Rights

28.1. LEM reserves for itself all rights not expressly granted in these Conditions of Sale including, without limitation, the rights to add, delete and modify the Products, set and modify its prices and documentation for the Products, adopt, modify and enforce policies and programs related to the Products (including, without limitation, its terms and conditions and limited warranty), and to control the brand image and use of the trademarks associated with the Products.

29. Other provisions

29.1. All notices and other communications related to these Conditions of Sale shall only be validly communicated when delivered in person or sent by letter or e-mail with acknowledgement of receipt, or sent by registered mail or recorded delivery with advice of receipt, or delivered by an approved courier service.

29.2. Failure to enforce or exercise any right or provision of these Conditions of Sale or a contract does not operate, and shall not be construed, as a waiver of such right or provision and shall not preclude the right later to enforce such right or provision or any other term herein contained, unless explicitly provided otherwise under these Conditions of Sale.

29.3. Statutory provisions may apply to these Conditions of Sale. Consequently, any limitation under these Conditions of Sale shall not apply in case and only to the extent this limitation is specifically precluded by applicable law notwithstanding any inconsistency with these conditions.

29.4. If any provision of these Conditions of Sale should be void or unenforceable, this shall not affect the validity of the remaining provisions. Any provisions that are void or unenforceable shall be replaced by provisions that come as close as possible to achieving the intended purpose.

29.5. Any clause of these Conditions of Sale expressly or impliedly intended to survive termination of the contract shall remain in full force and effect notwithstanding such termination. Clause 11.2 (Performance), Clause 14 (Warranty and Remedies), Clause 16 (Liability), Clause 17 (Infringement of intellectual property rights), Clause 18 (Ownership of information and material), Clause 19 (Software), Clause 20 (Confidentiality), Clause 21 (Export and Import compliance, Product unauthorized use), Clause 22 (Data Protection), Clause 26 (Applicable Law) and Clause 27 (Place of jurisdiction) shall survive termination.

29.6. Nothing in this contractual relationship shall be construed to create any agent or employee relationship between LEM and the Customer or any kind of partnership with the Customer such as, without limitation, franchise or joint venture relationship. Unless authorized in writing, the Customer may neither represent, nor engage LEM towards third parties.

29.7. LEM and the Customer agree to these Conditions of Sale being in English. In case of discrepancy between the English and other language versions, the English version shall prevail.

