

GENERAL TERMS OF DELIVERY OF SICK INDIA PRIVATE LIMITED
as at March 2021

Legally Binding Effect

All deliveries and services provided by SICK India Private Limited (“**SICK**” or “**Supplier**”) shall be governed by and subject to these terms and conditions including any other document referenced herein including the invoice, quotation, purchase order, sales order (as applicable) (together construed as the “**Contract**”) and the buyer (“**Buyer**”) agrees to the Contract of sale and agrees that they shall supersede any terms of the Buyer, if any, conflict exists, unless otherwise expressly agreed and confirmed in writing by the Supplier. In case of discrepancies between the documents comprising the Contract, the following order of precedence shall apply: 1. SICK’s quotation, 2. these terms and conditions, 3. any other document. Except as provided otherwise, the Contract may not be modified or amended except by agreement in writing signed by the Supplier.

Offer – Conclusion of Contract – Contents of Contract

Unless expressly accepted and marked as binding, all offers or proposals are non-binding. Binding offers must be accepted by the Buyer within a reasonable time. Verbal or written orders are considered accepted when a written order confirmation is issued or the ordered goods are delivered within an adequate period of time.

Scope of Delivery and Services

The scope of delivery and services is subject to the acceptance of the offer / purchase order by the Supplier or respectively to the Supplier’s written order confirmation. Partial deliveries are permitted, if acceptable to the Buyer. SICK shall deliver the products to the Buyer or its agent as stated in the invoice and/or the purchase order (“**Delivery**”).

In the event, SICK informs the Buyer that the products are in deliverable state, the Buyer shall make any and all arrangements to accept the Delivery on the agreed date. In the event, the Buyer fails to accept the Delivery, then the Delivery shall be deemed to have been completed on the date SICK intimates the Buyer of the deliverable state of the products and the same will be deemed to Delivery for the purposes of the invoice and this Contract and the Buyer shall be obliged to pay the agreed purchase price. Unless otherwise agreed in writing and confirmed by the Supplier, any and all costs and expenses arising out of or in connection of the Delivery shall be borne by the Buyer.

Without prejudice to any further legal rights, at the request of the Buyer, the Supplier shall be entitled to arrange for storage of the goods at the expense and risk of the Buyer or to dispose otherwise about the goods and to perform a Delivery to the Buyer at the next possible date.

The Buyer shall have the right to examine the products on Deliver and any and all claims for short delivery, Invoice, quality, quantity and transit damage must be made in writing within 7 working days of receipt of the goods otherwise the same will not be entertained. On and from the completion of the aforementioned 7 days, the Supplier shall not be liable for any claims, losses or damages arising out of or in connection with the Delivery and/or the products.

The adherence to time periods and dates for deliveries and services shall be subject to the timely provision of all performances to be provided by the Buyer, in particular, of any documents to be provided, of required permissions and releases – especially of plans – as well as to adherence to the agreed payment terms and to any other obligations of the Buyer. If these prerequisites are not fulfilled on time, the time periods and dates for Delivery shall be adequately extended.

Installation and Assembly

To the extent that installation, assembly or commissioning has been agreed upon, the Buyer shall, at their own expense, provide in due time:

- a) any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools;
- b) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;
- c) operating power and water at the place of operation, including the necessary connections as well as heating and light;
- d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for the Supplier’s employees at the installation site; furthermore, the Buyer shall take the same steps he would take in order to protect his employees and belongings in order to protect the Supplier’s employees and belongings at the construction site, but at least appropriate steps; and
- e) protective clothing and protective devices necessary due to special circumstances at the installation site.

Before the start of the work, the Buyer must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications.

Before beginning with the installation, assembly or commissioning, free issue equipment as well as all other items necessary for the performance of the works must be set up at the agreed location and any preparatory works must be in such a state of completion that the installation, assembly or commissioning staff will be able to start their work as agreed after arrival and finish it without interruption. Access to as well as the site itself must be paved, cleared and freely accessible.

Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to the Supplier, the Buyer shall be obliged to bear to a reasonable extent the costs arising from waiting periods or for the necessary travels of installation or assembly staff.

Upon the Supplier’s request, the Buyer shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

The Supplier is entitled to demand acceptance of the works after completion. Acceptance will take effect after the Buyer declares acceptance in writing. The same applies if the Supplier has set a reasonable deadline for acceptance upon completion of the works and the Buyer has not refused acceptance by reporting at least one major defect by this deadline. Acceptance is also deemed granted if the work has been put into use, if applicable, after an agreed testing period.

Licenses to Firmware, Software and Open Source Software

To the extent that the deliveries and services include Firmware, Supplier grants to Buyer a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The Buyer is not entitled to modify, reverse engineer, de-compile the Firmware or to extract parts thereof. “**Firmware**” is software which is embedded in a delivery item and is necessary for its elementary basic functions.

For software which is not Firmware and which is installed and operated locally or in the Buyer’s area of responsibility (on-premise), the General Terms and Conditions for the Provision of Software Products available at “AVB Software SICK”, available at <https://www.sick.com/in/en/terms-and-conditions/w/tac/> shall prevail. For software and services provided by the Supplier online the General Terms and Conditions for the Provision of Software as a Service available at “AVB SaaS SICK”, available at <https://www.sick.com/in/en/terms-and-conditions/w/tac/> shall prevail. To the extent software or Firmware

of other providers (third party software) is made available to the Buyer, the Supplier does not grant the Buyer any rights of use exceeding those granted to the Supplier by such third party provider.

If and to the extent that open-source software is provided to the Buyer, the terms of use of the open-source software that are specified in the relevant documentation, readme files, note files or other documents or files of such kind ("**OSS License Terms**") shall apply additionally and shall prevail. If the applicable OSS License Terms require the provision of the source code, the Supplier shall provide it upon written request and, as the case may be, against payment of the costs for shipment and handling. The Supplier shall inform the Buyer about open source software being used and about the related terms of use, which Supplier shall provide to the Buyer if required in such terms of use.

Export Compliance

The Buyer undertakes to use, distribute or in any other way make available items (goods, software and technology) provided by the Supplier only in compliance with all applicable export control regulations, foreign trade laws and sanctions.

All business transactions are made with the reservation that each business transaction, in terms of its content and the natural persons and entities directly or indirectly involved in it, must be permitted according to all of the aforementioned regulations.

If a business transaction requires a license, the Supplier is entitled to delay the performance until an export license has been obtained or to withdraw in whole or in part from the contract. In such cases, the Supplier shall not be held liable for delayed performance or non-performance.

Upon the request of the Supplier, the Buyer shall provide the Supplier without delay with all documents the Supplier deems useful or necessary for obtaining licenses from authorities or for export control checks of the Supplier. This includes but is not limited to information about the end user, the final destination and the intended end-use.

The Buyer shall fully indemnify and hold harmless the Supplier and its affiliated companies including their directors, employees, officers and agents from and against all claims of authorities or other third parties against the Supplier and/or the affiliates due to the Buyer's non-compliance with the aforementioned export compliance requirements. The Buyer undertakes to reimburse the Supplier and/or the Affiliates for any losses and expenses incurred by the Supplier and/or the Affiliates in this context.

The Buyer also undertakes to comply with Supplier's internal export compliance regulations. In particular, the Buyer shall not use, distribute nor in any other way make available any items (goods, software and technology) provided by the Supplier for use in weapons and/or weapons systems.

If the Buyer violates any of the obligations in this Contract and/or if a business transaction is partially or entirely prohibited, then the Supplier is entitled to terminate the contract or to withdraw in whole or in part for good cause with immediate effect. Any claims against the Buyer shall remain unaffected.

Risk

Any and all risks in the products passes to Buyer once the product leave the premises of the Supplier.

To the extent the Supplier has also assumed installation, assembly or commissioning, the risk shall pass to the Buyer with the Delivery of the item at the place of installation, assembly or commissioning.

Should the dispatch of the item or installation, assembly or commissioning be delayed or omitted due to reasons attributable to the Buyer, the risk shall pass to the Buyer at the time when it would have passed to the Buyer had no delay occurred.

The Supplier shall, on request and at the expense of the Buyer, insure the delivery item against theft, breakage, and damage caused by transportation, fire or water or against any other insurable risks.

Lien

Notwithstanding anything contained herein, till the payment of the agreed purchase price in full (together with any accrued interest and other costs due) by the Buyer to the Supplier, to the satisfaction of the Supplier, the products remain the exclusive property of Supplier until Buyer pays the purchase price in full (together with any accrued interest and other costs due) and the Supplier shall not be deemed to have unconditionally appropriated the products to the Contract and reserves the rights of disposal or further sale of the product until the receipt of payment of purchase price as aforementioned. Until ownership passes, Buyer holds the products on a fiduciary basis and shall: (a) not part with possession of the products; (b) take proper care of the products to prevent damage or loss; (c) keep the products free from any charge, lien or other encumbrance and stored as to show clearly that they belong to Supplier; and (d) give Supplier such information relating to the products as it may require; (e) use the products as per the instruction manual and/or datasheet provided by the Supplier. The Buyer further agrees, acknowledges and accepts that till the ownership passes, Supplier shall have all the rights of an unpaid Supplier under law.

Payment

Price lists and other general price information are non-binding and are updated by the Supplier regularly.

Costs for packaging, transportation and insurances, the latter to the extent expressly requested by the Buyer, shall be calculated based on the prices effective at the time of the actual accrual and shall be charged separately. obliged

In case the Supplier is contractually to carry out installation, assembly and/or commissioning, the Buyer shall bear, in addition to the agreed remuneration for the delivery, the costs for installation, assembly and / or commissioning according to the price list of the Supplier effective at the time of performance as long as nothing to the contrary has been agreed upon.

Should delivery and/or service be carried out more than 9 (nine) months after the date specified in the order confirmation, the Supplier shall be entitled to adjust prices, provided the list prices and/or material, labor or other costs have changed in the meantime. The offered prices are valid only for the respective individual order. Fixed price agreements must be expressly agreed upon in writing.

ALL SUMS DUE SHALL BE PAID BY BUYER TO SUPPLIER, IN THE ACCOUNT INTIMATED BY THE SUPPLIER, IN FULL ON THE DUE DATE AS SPECIFIED IN THE INVOICE WITHOUT DEDUCTION OR WITHHOLDING OTHER THAN AS REQUIRED BY LAW. THE TIME MENTIONED FOR THE PAYMENT OF PURCHASE PRICE IS OF ESSENCE TO THIS CONTRACT PROVIDED IT SHALL NOT BE LATER THAN 30 (THIRTY) DAYS FROM DATE OF INVOICE.

Interest on delayed payments will charged @ 18% per annum on the default amount from the due date till the date of payment. In case of dishonour of cheque due to any reason, cheque return charges at actual shall be charged.

Payment may be made by any of the following mode:

- Demand Draft or Pay Order or Cheque in favour of to be made by Account Payee's "AT PAR" Cheque or Demand draft in favour of SICK INDIA PRIVATE LIMITED payable at Mumbai.
- Direct credit to the following bank account

Bank Details

The Hongkong and Shanghai Banking Corporation Ltd.
52/60, M.G. Road, Mumbai – 400 001
Branch – M.G.Road Branch, Mumbai
Current Account No. - 030-717540-001
IFSC Code - HSBC0400002
SWIFT Code - HSBCINBB
MICR Code – 400039002

Should deliveries or services be carried out more than 4 (four) months after conclusion of the contract, the Supplier shall be entitled to reasonably adjust the prices provided that the list prices and/or cost for materials, labor or other costs verifiably have changed in the meantime.

Warranty

Save and except the warranties provided hereinbelow. Supplier excludes any and all other liabilities and warranties:

- **SICK** hereby confirms that the products purchased by you has been designed, manufactured and certified to the highest international quality standards.
- **SICK** hereby confirms that all our products undergo stringent Quality Control procedures and conform to international standards, whenever applicable.
- **SICK** products shall perform within the specifications laid out in the datasheet of the respective products, under the conditions of normal usage also specified therein.
- **SICK** products are warranted and tested to be free from defects in material and workmanship and to conform to published specifications.
- **SICK** hereby warrants the performance of our products for period as mentioned on invoice date of dispatch of the product from our local warehouse in India.
- **SICK** will repair the product or replace it with a comparable one, during the period of warranty, should the product fail under normal use in the recommended environment due to improper workmanship or materials.
- **SICK** authorized personnel will inspect the product and report the findings to the **SICK** management. The **SICK** Management reserves the right to decide whether to refuse, repair or replace the product.
- **SICK** reserves the right to provide a functional equivalent product or a refurbished replacement products.
- **SICK** warranty shall be void in cases, including but not limited to, those failures which arise as results of:
 - A. Abuse, improper handling, improper installation, improper usage, maintenance, negligence or modifications.
 - B. Problems with electric power or improper wiring.
 - C. Software, parts or supplies not provided or supported by **SICK**
 - D. Operation outside the products specifications.
 - E. Resulting from attempted repairs by personnel not authorized by **SICK**
 - F. Product not used for the application for which it is designed / intended

SICK warranty does not apply to product failure resulting from accidents and acts of nature.

SICK will not be liable for damages resulting from a third party device that causes the product to fail.

SICK is also not responsible for damage or failure of any third party equipment, even if **SICK** has been advised of the possibility. Technical compatibility of **SICK** products with other devices connected to it is the responsibility of the Buyer's engineers. **SICK** shall not be responsible for any errors in judgements / decisions taken by the Buyer's engineers.

SICK warranty is exclusive. There are no other warranties.

THE WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, TERMS AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Claims

For defects regarding quality and title the Supplier – to the exclusion of further claims and subject to the other terms of the Contract– provides warranty as follows:

Quality Defects:

- In case of any quality defects, the Buyer shall promptly notify these to the Supplier in writing within 7 days of Delivery.
- Any parts or services which are defective shall, at the Supplier's sole discretion, be remedied by repair or replacement or be re-performed free of charge. The Buyer shall not be entitled to reject Delivery items due to insubstantial defects.
- The Buyer shall grant to the Supplier the required time and occasion to perform the necessary remedy and replacement.
- If the remedy is not accomplished within a reasonable time period to be notified by the Buyer or fails, the Buyer shall be entitled to withdraw from the contract.
- Of the costs caused by the remedy or replacement, the Supplier shall – provided the complaint is legitimate – bear the costs of the replacement part including shipment. Furthermore, the Supplier shall bear the costs of providing the necessary assemblers and helpers, if any, including travel costs, unless this would impose a disproportionate burden on the Supplier.

Quality defects are excluded in the following cases:

- Inappropriate or improper use, incorrect assembly and/or commissioning by the Buyer or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of unsuitable equipment, electrochemical or electrical influences – unless caused by the Supplier.
- If the Buyer or any third party remedies a defect improperly, the Supplier shall not be liable for the resulting consequences. The same applies to any changes made to the delivery item without prior approval by the Supplier.

Defects of title:

- If the use of the delivery item causes an infringement of national intellectual property rights or copyrights, the Supplier shall, at their own cost, provide the Buyer with the right to use the delivery item, or modify the delivery item in a way not unreasonable for the Buyer as to avoid any further infringement of intellectual property rights.
- If the former cannot be achieved using economically reasonable efforts or within reasonable time, then the Buyer shall be entitled to withdraw from the contract. Subject to the aforementioned prerequisites, the Supplier shall also be entitled to withdraw from the contract.

The aforementioned obligations of the Supplier shall only apply if

- the Buyer notifies the Supplier in writing about the claims asserted by third parties without delay;
- the Buyer does not admit an infringement and the defense remains entirely reserved to the Supplier;

- the infringement of intellectual property rights is not attributable to the Buyer;
- the infringement was not caused due to particular specifications provided by the Buyer, or by an application unforeseeable for the Supplier; and
- the infringement does not result from a modification of the delivery item by the Buyer or from the use of the delivery item in combination with a product not specifically released for such combination by the Supplier.
- In case of other defects of title the provisions stipulated under sec. 8.1 shall apply accordingly.

The standard warranty period shall be 12 months from delivery or, if an acceptance is legally required, from acceptance. Notwithstanding the above, in case parties agree for a warranty period separately in the quotation or the purchase order, the warranty term mentioned in such relevant quotation or the purchase order shall prevail.

Except the claims expressly set out herein, any and all further claims against the Supplier due to defects shall be excluded.

Default and Remedies

If Buyer (a) fails to pay the charges when due, or (b) fails to perform any of its other obligations under the Contract within 30 days of written notice requesting remedy, Supplier may, to the extent permitted by applicable law, exercise any one or more of the following remedies: (i) declare due, sue for and receive from Buyer all charges and other amounts due and owing in respect of the Contract and demand at Buyer's cost immediate return of Products not paid for; (ii) take immediate possession of the products not paid for, including by entering Buyer's site for such purpose; (iii) charge interest on all monies due from and after the date of the default at the rate permitted by law, until payment is received in full (whether before or after a court judgment has been entered against Buyer); and (iv) charge Buyer for all expenses incurred in enforcing Supplier's remedies. Supplier's remedies are cumulative, are in addition to any other remedies provided under the Contract, by law or equity, and may, to the extent permitted by law, be exercised concurrently or separately. Exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure by Supplier to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy. A waiver of default shall not be construed as a waiver of any other or subsequent default.

Without prejudice to the Contract, if the Buyer is in delay with any payment or if the Supplier obtains knowledge of any circumstances which lead or may lead to a material deterioration of the Buyer's economic situation, resulting in the fulfillment of the Buyer's contractual and other obligations being at risk; or if due to other reasons the Buyer is unable or unwilling to meet its payment obligations when they are due, the Supplier may, notwithstanding other rights, (a) withdraw from or terminate the contract with immediate effect; or (b) provide future deliveries or services only against prepayment.

In case of return of material, both the Original and Duplicate copy of Invoice will have to be returned by the Buyer. Materials to be returned should be sent to our Customer Fulfilment Centre, Naigaon.

Force Majeure

If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of the Supplier ("Force Majeure Event"), the time periods for the performance by the Supplier will be extended by the duration of the Force Majeure Event plus an appropriate start-up period. Force Majeure Events shall include, but are not limited to, serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation, war, terrorist attacks, incomplete, incorrect or delayed delivery by suppliers, riots, and other similar occurring threats, industrial action, shortage of or impossibility to obtain employees, equipment, adequate or suitable raw materials or transportation facilities, sovereign acts, such as import and export restrictions, restrictions imposed by the government, strikes, agitation and disruptions of operations including Force Majeure Events at subcontractors and suppliers of the SICK Group. Alternatively, the Supplier shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or non-performance of their obligations.

Limitation of Liability

SUPPLIER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, LOSS OF PROFIT OR DAMAGES ARISING FROM THE SUPPLY (OR FAILURE TO SUPPLY) OF PRODUCTS OR ANY OTHER ACTS OR OMISSIONS IN RELATION TO THE SUBJECT OF THE CONTRACT.

SUPPLIER'S LIABILITY TO THE BUYER FOR BREACH OF CONDITIONS, WARRANTY OR CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID AND/OR COST OF REPAIR / REPLACEMENT CHARGES. WHICHEVER IS LOWER UNDER THE CONTRACT.

EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT AND TO THE FULLEST EXTENT PERMITTED BY LAW IN NO EVENT WHETHER FOR BREACH OF CONTRACT, CONDITIONS, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE WILL THE SUPPLIER (INCLUDING ITS RELATED BODIES CORPORATE, OFFICERS, EMPLOYEES AND AGENTS) BE LIABLE FOR ANY LOSSES OR DAMAGES THAT A THIRD PARTY SUFFERS, ANY LOSSES OR DAMAGES WHICH ARE NOT FORESEEABLE CONSEQUENCE OF SUPPLIER'S FAILURE TO COMPLY WITH THE CONTRACT, ANY LOSS OR DAMAGE TO DATA, OR ANY ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND, ANY LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. THIS LIMITATION AND EXCLUSION WILL APPLY EVEN IF THE SUPPLIER WERE INFORMED OR SHOULD HAVE KNOWN OF THEIR POSSIBILITY.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE MATERIAL PARTS OF THE BARGAIN BETWEEN THE PARTIES AND THAT PRICES FOR THE PRODUCTS WOULD BE HIGHER WITHOUT THEM.

INSOFAR AS THE SUPPLIER'S LIABILITY IS EXCLUDED OR LIMITED, THIS SHALL ALSO APPLY TO THE PERSONAL LIABILITY OF THE SUPPLIER'S OFFICERS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, VICARIOUS AGENTS AND ASSOCIATES AS WELL AS TO THE LIABILITY OF AFFILIATED COMPANIES.

Nothing contained in the Contract excludes or limits liability that cannot be excluded or limited under applicable law.

Notices.

All notices shall be in writing and shall be delivered personally or sent by fax or prepaid first class post (air mail if posted to or from a place outside India): to 215, Western Edge II, Western Express Highway, Borivali (East), Mumbai – 400 066 or at such other address or number designated in writing by Seller from time to time.

Statute of Limitation

All claims of the Buyer – regardless of the legal cause – shall become time-barred [24 (twenty-four)] months from the start of the statutory limitation period, unless a longer limitation period is required by mandatory law.

Protection of Data

The parties agree to treat all personal data and sensitive personal data strictly in accordance with applicable data protection laws. Buyer is responsible for storing and maintaining all data relating to the use of the products and will put in place appropriate safeguards to prevent loss of personal data and sensitive personal data.

Governing Law and Jurisdiction

The exclusive place of jurisdiction for any disputes directly or indirectly arising out of or in connection with the contractual relationship shall be at Mumbai, Maharashtra.

All legal relations in connection with the contract shall be governed by the laws of India.

Invalidity and Severability

Should any of the provisions of this contract be or become invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case the invalid, void or unenforceable provision shall be interpreted or substituted in such a way as to achieve the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either contract party,

Anti-Corruption

Buyer shall adhere to all applicable foreign or domestic laws and regulations regarding anti-bribery and anti-corruption. In particular, but without limitation, Buyer shall not offer, promise, give, request or receive any bribes or other unlawful payments, including in relation to any public official.

Other exclusions

The Supplier hereby specifically excludes, negates and varies the rights, duties and liabilities arising out of the Contract, by implication of law matters customary to transactions of this nature.

Confidentiality

All commercial or technical information of the Supplier, including product characteristics, documents, price, information, know-how, samples, prototypes, software or test results (hereinafter collectively referred to as “**Confidential Information**”) must be kept secret from third parties if and to the extent that it is verifiably not publicly known or is not intended by the Supplier for distribution by the Buyer. Confidential Information may only be made available to such employees of the Buyer that have a need to know for the fulfillment of the contractual purpose and have been obligated to non-disclosure under terms at least equivalent to the contract. Upon request, all Confidential Information in its entirety (including any copies or records if available) must be returned or destroyed without delay and any use must cease immediately.

The Supplier reserves all rights to Confidential Information (including copyrights and the right to register industrial property rights). Documents containing Confidential Information that have been provided hereunder remain the property of the Supplier.

The parties agree that Confidential Information may relate to highly sensitive aspects of Disclosing Party's business and any loss, misuse or unauthorised disclosure of the Confidential Information or any part of it will or may be damaging to Disclosing Party's interests, and that financial compensation may not adequately compensate Disclosing Party for any such damage, and accordingly Receiving Party acknowledges the right of Disclosing Party to seek injunctive relief, whether interim or final, in the event of any breach by Receiving Party or any of its group companies, employees, officers, representatives, advisers, agents or subcontractors. This right shall be in addition to Disclosing Party's other rights in law or in equity.