

General Terms & Conditions of Sale

1 APPLICATION

1.1 These General Terms and Conditions of Sale (these "**Terms**") shall apply to the sale of products by FalCom A/S, Lautrupbjerg 7, 2750 Ballerup, Denmark, company reg.no. 39378701, a company established under the laws of Denmark (the "**Seller**") to the entity specified in the quote and/or the purchase order (the "**Buyer**"). Collectively the Seller and the Buyer shall be considered the "**Parties**" and individually a "**Party**".

1.2 Whereas Seller has issued a quote for sale of certain products to Buyer which is subject to these Terms. All quotes issued by Seller shall be considered non-binding and an offer only until Buyer has issued a purchase order or provided Seller with other written acceptance of Seller's quote and only upon receipt by Buyer of an order confirmation or upon commencement of performance by Seller, these Terms and the purchase set out in such quote or other written acceptance becomes a binding contract between Buyer and Seller (the "**Final Order**").

1.3 Unless otherwise is stated specifically in the quote, all quotes are valid for 14 (fourteen) calendar days.

1.4 NO PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY BUYER SHALL MODIFY THESE TERMS. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND SUCH PURCHASE ORDER, OR ANY OTHER TERMS AND CONDITIONS PROVIDED BY BUYER, THESE TERMS SHALL PREVAIL EXCEPT WHERE SELLER HAS EXPRESSLY AGREED IN WRITING TO THE CONFLICTING TERMS IN ITS ORDER CONFIRMATION. IN THE CASE OF A CONFLICT BETWEEN THE QUOTE AND THE PURCHASE ORDER OR OTHER WRITTEN ACCEPTANCE, THE QUOTE PREVAILS.

2 PRICING AND PAYMENT TERMS

2.1 Final pricing is set out in the order confirmation issued by Seller. The prices shall, unless otherwise agreed in the Final Order, be exclusive of any cost of handling, shipping, carriage and insurance (including but not limited to freight insurance) of the products and shall be exclusive of VAT, taxes, charges, levies, duties, and other fees of any kind imposed by public authorities (collectively "**Additional Charges**"). Additional Charges will be added to the invoice (see section 2.2).

2.2 Final Orders for the products shall be invoiced at the time of shipment from Seller. Payment is, unless Seller requires otherwise in accordance with section 2.6 below, due 30 (thirty) days from the date of invoice and shall be paid without set-off or deduction.

2.3 Interest at a rate of two percent (2%) per month, as well as a late payment fee will accrue on all late payments. If such interest rate exceeds the maximum legal rate in the applicable jurisdiction,

then the interest rate shall be reduced to such maximum legal rate.

2.4 Seller shall have the right to stop delivery of the products under any Final Order with Buyer (including any products in transit) in the event of non-payment or other breach by Buyer of any of its obligations hereunder.

2.5 If Buyer disputes that any amount is due or the validity of any invoice, Buyer shall pay the undisputed portion of the invoice and shall further, within fourteen (14) days of the due date of the invoice, provide Seller with a written statement setting out the reasons why such amount is disputed. The Parties then have five (5) business days during which they will use reasonable endeavours to resolve the billing dispute. If the dispute is not resolved within five (5) business days, the dispute will be resolved in accordance with section 13.8 below. If such statement as mentioned above is not provided within fourteen (14) days, the full invoiced amount shall be considered accepted by Buyer, and Seller shall in case of lack of full payment be granted the remedies set forth in section 13.10 below.

2.6 Seller may request advance payment, a deposit, or any other form of adequate security for the performance of Buyer's payment obligation, if Seller finds that there is substantiated risk of loss due to Buyer situation or circumstances which are likely to significantly reduce the creditworthiness of the Buyer. If Buyer cannot provide the requested security within the deadline stipulated by Seller in connection with the request for security, Seller may refuse to deliver the products and terminate the Final Order with immediate effect.

3 DELIVERY

3.1 Seller will, unless otherwise is stated in the quote, deliver the products to Buyer EX WORKS (Incoterm 2020). A delivery charge per Final Order will be assessed for standard shipping to cover shipping, handling, administrative, other costs (the "**Shipping Costs**"). Expedited shipping may be requested and will be billed on the invoice. An extra charge may also be assessed on expedited shipments to cover further Shipping Costs.

3.2 Shipping Costs and other deliver charges are non-refundable and will not be credited on products returned.

3.3 Delivery dates will be set out in the Seller's order confirmation. Buyer acknowledges that Seller will use its commercially reasonable efforts to meet such delivery date but acknowledge and agree that delivery dates are estimates only. The Parties agree that time is not of the essence.

3.4 Buyer acknowledges that the products may be subject to export controls laws and regulations, and the sale, transfer and delivery of the product is always conditional upon Seller obtaining the export authorization required, if any.

3.5 Title to and risk of loss for products will transfer from Seller to Buyer in accordance with the Incoterm set out in the quote. Products may only be

shipped to a single Buyer facility as designated in writing to Seller.

3.6 Notwithstanding any other provision of these Terms, if Seller's ability to supply products is constrained for reasons that include, but are not limited to, component availability or manufacturing constraints beyond their control, and if Seller cannot meet the scheduled delivery date, Seller may delay shipment or reduce the quantities to be supplied to Buyer as Seller deems commercially reasonable. Seller will use its best efforts to deliver the products and will inform Buyer without undue delay about the supply constraints and will promptly inform Buyer when the supply situation is expected to and have returned to normal. Such inability to supply products shall not be deemed a breach or default of these Terms or the Final Order.

4 COMPLIANCE

4.1 BUYER WARRANTS THAT BUYER WILL NOT DIRECTLY OR INDIRECTLY TAKE ANY ACTION TO IMPROPERLY INFLUENCE PUBLIC OFFICIALS, BUSINESS PARTNERS OR OTHER PERSONS BY OFFERING, ATTEMPTING TO OFFER OR OTHERWISE PARTICIPATE IN BRIBES, KICKBACKS, UNDUE GIFTS, MONEY LAUNDERING OR SIMILAR ILLEGAL OR UNETHICAL ACTIVITIES. IF BUYER BECOMES AWARE OF ANY IMPROPER ACTION, BUYER SHALL REPORT THIS IMMEDIATELY TO SELLER'S GROUP LEGAL DEPARTMENT OR TO SELLER'S WHISTLEBLOWER HOTLINE, WHICH IS AVAILABLE THROUGH www.gn.com. FAILURE TO ACT IN ACCORDANCE WITH THIS OBLIGATION MAY RESULT IN IMMEDIATE TERMINATION OF THE FINAL ORDER.

4.2 BUYER WARRANTS THAT IT WILL NOT DIRECTLY OR INDIRECTLY, ACTIVELY OR PASSIVELY, SELL, LEND, LEASE, DISTRIBUTE, GIVE AWAY, EXPORT OR OTHERWISE TRANSFER THE PRODUCTS TO ANY PUBLIC OFFICIAL, BUSINESS PARTNER OR OTHER PERSON WHO ARE SUBJECT TO US, EU, UN OR SIMILAR EMBARGOES, SANCTIONS, PROHIBITED USES, PARTY OF CONCERN OR SIMILAR RESTRICTIONS AND REGULATIONS. IF BUYER BECOMES AWARE OF ANY TRANSFER OF PRODUCTS IN VIOLATION OF THESE TERMS, THE BUYER SHALL IMMEDIATELY REPORT THIS TO THE SELLER'S GROUP'S LEGAL DEPARTMENT, OR TO THE GN GROUP'S WHISTLEBLOWER HOTLINE, WHICH IS AVAILABLE THROUGH www.gn.com. FAILURE TO ACT IN ACCORDANCE WITH THIS OBLIGATION MAY RESULT IN IMMEDIATE TERMINATION OF THE FINAL ORDER.

4.3 Without specific written approval from Seller, Buyer shall not re-sell, offer for sale, lend, lease, distribute, give away, export or otherwise transfer any products to any of its customers which Buyer knows or has reason to believe, will sell or export the products outside the European Union.

5 WARRANTY & REPAIR

5.1 Unless, otherwise stated in these Terms or the quote, Seller warrants to the Buyer that products sold will be free from all manufacturing defects in

materials and workmanship under normal conditions of installation, use, and maintenance in accordance with Seller's specifications for twenty-four (24) months from the date of shipment (the "**Warranty Period**"). This warranty shall not apply to damage or failure caused by or attributable to:

- (a) Fair wear and tear,
- (b) Accident, physical damage, abuse, improper storage, improper usage, misuse or abnormal working conditions,
- (c) Failure to follow the Seller's instructions on operation and maintenance of the product, faulty installation, alteration, unauthorized repairs,
- (d) Alteration or repair of the products without Seller's approval,
- (d) Lightning or other incidence of excess voltage, or
- (f) Other acts which are not the fault of Seller.

Additionally, this warranty does not apply to (i) limited-life consumable components and accessories, that are subject to normal wear and tear, unless they are found to be defective or broken upon purchase of the product, or (ii) to products which have not been charged for six (6) months, from the date of shipment of the product to Buyer, or (iii) if the applied serial number, date code label, or product label has been altered or removed from the product.

5.2 The warranty will automatically terminate and become void if the product is:

- (a) altered, repaired or maintained by anyone other than Seller or someone that Seller has in writing authorized to carry out warranty work of Seller, or
- (b) being used together with non-Falcom branded or certified products, accessories, or other peripheral equipment.

5.3 Seller's liability for breach of the above referenced warranty shall, at the sole option and discretion of Seller, be limited to repair, replacement or refund of the purchase price of the product.

5.4 To obtain warranty service Buyer must:

- (a) request from Seller a return merchandizes authorization ("**RMA**") providing Seller with (i) the end-user's name, company name if applicable, address, email address and telephone number, (ii) a description of the problem, and (iii) a copy of the Final Order which clearly indicates the name and address of the Buyer, date of purchase, product type, serial number and model number. Without the aforementioned the warranty may not be approved by Seller,
- (b) return the product its original packaging, if possible or packaging affording an equal degree of protection, to Seller in accordance with the terms of the RMA.

5.5 Seller will bear all costs of transportation when returning products under warranty. Buyer will be charged for transportation cost connected with the warranty claim, if Seller deems the claim is not covered by the warranty.

5.6 Buyer acknowledges and accept, that products under warranty may be included in Seller's repair swap program, and that at Seller sole discretion, products in the repair swap program may

be replaced with the same product using refurbished parts or with an equivalent product.

5.7 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION 5, SELLER DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER'S PRODUCTS SOLD PURSUANT UNDER ANY FINAL ORDER, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.8 NOTWITHSTANDING ANYTHING IN THIS SECTION 5 TO THE CONTRARY, SELLER MAY CHANGE, MODIFY, AMEND, REPLACE, OR DISCONTINUE OFFERING A PRODUCT WARRANTY, LIMITED OR OTHERWISE, WHICH SHALL BE APPLICABLE TO UNSOLD PRODUCTS, ONLY, AND SELLER SHALL ENDEAVOR TO GIVE BUYER AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF SUCH CHANGE, MODIFICATION, AMENDMENT, REPLACEMENT OR DISCONTINUANCE.

6 PRODUCT RECALL

6.1 In the event that any product is found by Seller, Buyer, or any governmental agency or court having jurisdiction over such product to contain a safety hazard or other defect or condition that requires or would make advisable a rework or recall of such product, either Party shall promptly communicate all relevant facts to the other Party. Seller shall promptly undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents required under applicable law or regulation; provided that Buyer shall reasonably cooperate with and assist Seller in any such filing and correction action, at Seller's expense, and, provided further, that nothing in this section shall preclude Buyer from taking such action as may be required of it under any applicable law or regulation or business purpose. Seller shall perform all necessary repairs or modifications to the product at its sole expense.

6.2 The Parties recognize that it is possible that other Seller manufactured products might contain the same safety hazard, defect, or other condition described in the preceding section. The Parties agree that any product recall involving any product purchased by Buyer shall be treated separately and distinctly from similar results of Seller's branded products, provided that such separate and distinct treatment is lawful, and that Seller shall in no event fail to provide at least the same protection to Buyer with regard to such product as Seller provides to its other customers in connection with a recall of such product. Each Party shall consult the other prior to making any statements to the public or a governmental agency concerning issues relating to any recall of a product, except where such consultation would prevent timely notification required to be given under any such law or regulation.

7 LIMITATION OF LIABILITY

7.1 EXCLUDING THIRD-PARTY PRODUCT LIABILITY CLAIMS OR THIRD PARTY INTELLECTUAL PROPERTY INDEMNIFICATION CLAIMS, SELLER'S, OR ANY COMPANY OR PERSON AFFILIATED WITH SELLER, TOTAL LIABILITY IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL FEES PAID BY BUYER TO SELLER UNDER THE FINAL

ORDER WITH RESPECT TO THE PRODUCT WHICH THE CLAIM RELATES.

7.2 IN NO EVENT SHALL SELLER BE LIABLE TO BUYER (OR TO ANY PERSON, CORPORATION, COMPANY, OR SIMILAR CLAIMING RIGHTS DERIVED FROM BUYER'S RIGHTS) IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF DATA, LOSS OF REVENUE, LOSS OF USE OF REVENUE, LOSS OF USE OF THE PRODUCTS, LOSS OF TIME OR INCONVENIENCE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS OR OF ANY OTHER CONTRACT, THESE PROVISIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF FAULT.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 Seller retains all right, title, and interest in and to the intellectual property rights, including, but not limited to, any and all patent, design rights, trade secrets, copyrights, trademarks and service mark rights, relating to the products, and Buyer shall have no rights with respect to such intellectual property rights.

8.2 Should any claim, suit or action be brought against Buyer for infringement of patents, copyright or trademarks arising out of Buyer's use and sale of the products in accordance with these Terms, Buyer shall promptly notify Seller of any such claim, suit or action. Seller shall, at its own expense, settle or defend any such claim, suit, or action and pay any final judgment for damages and costs that may be awarded against Buyer, to the extent that such claim, suit or action arises out of Buyer's use and sale of the products in accordance with these Terms.

8.3 Section 8.2 shall not apply to any alleged infringement arising out of (i) any feature incorporated in the product at the request of Buyer (ii) use of the products in combination with software or hardware not furnished by Seller provided the product or use thereof would not infringe without such combination (iii) the use of the product for purposes other than as advertised, sold or intended by Seller, and (iv) Buyer's breach of these Terms.

8.4 Any indemnification under section 8.2, shall be conditional that the Buyer:

- (a) gives Seller prompt written notice of any action or threat of action, the ground for such action and all prior claims relating to any actual or threatened action;
- (b) acknowledges in writing that Seller will have the sole control of the defense of the action and all negotiations for its settlement or compromise (provided it shall not admit to any guilt or wrongdoing on the part of the Buyer); and
- (c) fully and completely cooperates with Seller in all reasonable respects (and at Seller's cost and expense) in its defense of the

action and all negotiations for its settlement or compromise to third parties

8.5 In the event the products is held or is believed by Seller to infringe or misappropriate any intellectual property rights of a third party, Seller may, at its sole discretion and own expense, elect to either (i) procure for Buyer the right to continue promoting and selling the allegedly infringing products, (ii) replace them with similar, but non-infringing products, (iii) modify them so that they become non-infringing products, or (iv) take back the products from Buyer and repay the purchase price paid for them, as well as all Additional Charges.

8.6 With respect to the use of promotional and other support materials which Buyer receives from Seller concerning the products, Buyer must comply with any and all directions, instructions, guidelines etc. from Seller as to the permitted use of such promotional and other support materials, including any applicable limitations on the rights to use incorporated images (e.g. in terms of time and geography). In the event of Buyer's non-compliance with such directions, instructions, guidelines etc., Seller shall have no liability for any claims raised against Buyer for infringement of any third-party rights, and Buyer undertakes to indemnify Seller fully for any costs, damages and claims arising out of Buyer's unauthorised use of such materials.

9 TERMINATION

7.1 Seller may without notice terminate and/or suspend its performance under any Final Order without incurring any liability, if Buyer (i) fails to pay the invoice in due time, (ii) fails to comply with any of Seller's policies or any material provision of these Terms or the Final Order, provided Buyer does not remedy, if capable of remedy, its non-compliance within ten (10) days of receipt of written notice thereof, (iii) acknowledges its inability to pay its debts as they mature, or (iv) is adjudged bankrupt or insolvent, makes an assignment for the benefit of creditors or seeks or has filed a petition seeking reorganization or liquidation under the bankruptcy or similar laws or a receiver or trustee or assignee in bankruptcy or insolvency is appointed, whether such events are voluntary or involuntary. The termination of any Final Order shall not affect any rights or obligations which either Party may have that have accrued prior to such termination or which is intended to continue after termination of the Final Order.

10 CONFIDENTIAL INFORMATION

10.1 "Confidential Information" means any and all information, data and materials relating to the products or the sale and use thereof, including but not limited to technical information, formulations, processing and control information, technical reports, plans, specifications, designs, blueprints, drawings and notes relating thereto, business information including pricing, terms and any customer information, trade secrets, reports and all other written or documentary materials as well as any and all other materials or information relating to the products or the use thereof. Confidential Information shall include information saved or transferred in any form or medium containing the information described above, including without limitation, oral, written, or

printed documents and electronic media. Confidential Information shall not include (i) information which is or becomes generally known or available through no act or failure to act by the receiving Party; (ii) was already known by the receiving Party prior to its transfer to receiving Party, as evidenced by its written records, (iii) is rightfully furnished to the receiving Party by a third party without restriction or disclosure; or (iv) was independently developed by the receiving Party prior these Terms becoming effective and without reference to any Confidential Information.

10.2 The Parties shall keep in the strictest secrecy and confidence all Confidential Information which it receives from disclosing Party in connection with the sale and purchase of the products, shall not disclose such Confidential Information to any third-party without disclosing Party's prior written approval, except as required by law, and shall be responsible for enforcing the confidentiality of the Confidential Information against all of its agents, employees, and former agents and employees by all appropriate legal measures.

10.3 Receiving Party may not make use of any Confidential Information for any purpose other than the performance of its rights and obligations under these Terms and a Final Order and shall ensure that the same restriction applies to any and all of its agents or employees who become aware of any Confidential Information.

10.4 Receiving Party agrees that a violation by any of its respective covenants and undertakings contained in this section 10 of these Terms will cause irreparable injury to the disclosing Party, and disclosing Party shall be entitled, in addition to any other rights and remedies it may have hereunder or according to law or in equity, to specific performance by receiving Party of its obligations under such section and to an injunction enjoining and restraining receiving Party from doing or continuing to do any such act and any other violation or threatened violation thereof.

10.5 Upon notice from Seller or upon termination of a Final Order, Buyer shall at its own costs and expense promptly return or delete to Seller all Confidential Information and all data and materials relating thereto then or which shall thereafter come into its possession or control, and Seller shall not retain, nor permit any other entity or person over whom it has control to retain, any copies thereof or any parts thereof or any data or information underlying any such materials.

11 DATA PROTECTION

11.1 The Parties acknowledge that each Party is acting as an individual data controller in respect of processing of personal data performed for the purposes which are necessary in order to fulfil the obligations under these Terms.

11.2 In order for each Party to fulfil its obligations under these Terms, a Party may transfer personal data to the other Party but said Party will not transfer any more personal data than required in order to pursue the purpose.

11.3 Each Party is responsible for ensuring that a valid legal basis for said Party's processing exists and that a legal basis for transfer exists at the time of transferring the personal data to the other Party,

including but not limited to, that any consent, if necessary, is given explicitly, voluntarily, unambiguously and on an informed basis. Upon a Party's request, the other Party shall be obligated, in writing, to account for and/or provide documentation of the legal basis for the Party's own processing/transfer.

11.4 In addition, each Party must ensure in relation to said Party's own processing/transfer that the data subjects to which the personal data pertains have been provided with sufficient information on the processing/transfer of their personal data.

11.5 When personal data is received by a Party, said Party is the data controller and is solely responsible that the data is processed in accordance with relevant data protection regulation and laws.

12 FORCE MAJEURE

12.1 Neither Party shall be held liable or in default for failure of performance for any cause beyond their reasonable control such as, for example, acts of God, declared or undeclared war, fire, flood, interruption of transportation, embargo, insurrections, explosion, governmental orders, regulations, restrictions, priorities or rationing, any strike, lockout or other labour troubles interfering with the production or transportation of the products or interference with the supply of raw materials for production of the products.

12.2 Lack of financial resources does not constitute force majeure.

12.3 In the event of one of Seller's contracting parties, e.g. subcontractors, is claiming force majeure, Seller is entitled to claim such force majeure in the relationship between Seller and Buyer.

12.4 The Party affected by the force majeure must immediately inform the other Party hereof and of when the Party expects the force majeure to be remedied. The affected Party must attempt to remedy the situation as soon as possible.

12.5 If a Party is only able to perform its obligations under these Terms with disproportionately large expenses due to force majeure, such Party will be regarded to be wholly or partly unable to fulfil its obligations under these Terms.

12.6 If the force majeure in question prevails for a continuous period in excess of three (3) months, either Party shall be entitled to give notice in writing to the other Party to terminate the Final Order, specifying the termination date, which must not be less than fifteen (15) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, these Terms and the Final Order shall terminate on the termination date set out in such notice.

13 GENERAL PROVISIONS

13.1 The Final Order constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements or understandings concerning the subject matter of the Final Order or in conflict with its terms.

13.2 No modification or waiver of any of the terms of the Final Order shall be deemed valid unless it is in writing and signed by the Party against whom such modification is sought to be enforced. Seller

may amend or modify the provisions these Terms at any time, however such changes shall have no effect to any Final Orders and shall only apply to any new quotes.

13.3 The failure of either Party to insist upon the strict performance of any term of the Final Order or the waiver by either Party of any breach under the Final Order shall not prevent the subsequent strict enforcement of such term nor be deemed a waiver of any subsequent breach.

13.4 In the event any court declares illegal or unenforceable, as written or applied, any provision of the Final Order, the balance of such provision and the Final Order shall continue in full force and effect as if such provision had been deleted or inapplicable to the situations to which such provision cannot be legally applied.

13.5 The headings for the sections of these Terms are for convenience only and shall not be used in any manner to vary the meaning of the text of these Terms or the Final Order.

13.6 The Final Order shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns and successors in interest, provided, however, that Buyer shall not be entitled to assign or otherwise transfer its interests or any part thereof under a Final Order to any other legal entity or person without the prior written consent of Seller.

13.7 Any notice, request or other communication required or permitted by these Terms to be given by either Party to the other shall be in writing and either mailed by registered or certified mail (with tracking), or by email, addressed to such Party at its address indicated in the Final Order.

13.8 Any Final Order including these Terms will be governed by the laws of Denmark without reference to its choice of laws rules. Each Party hereby irrevocably consents to the exclusive jurisdiction of and venue in the courts of Copenhagen, Denmark with respect to any claim, action or proceeding arising out of or in connection with a Final Order or the transactions contemplated hereby.

13.9 Notwithstanding any mandatory statutory provision to the contrary, the Buyer must bring any alleged claims against Seller arising under these Terms or a Final Order within one hundred eighty (180) days of the claim arising or the claim is waived.

13.10 In the event of late payment or non-payment by Buyer of any invoices issued by Seller under a Final Order, Seller can, at its discretion, elect to bring a claim for payment of such invoices before either (i) the court agreed between the Parties in section 13.8 above or (ii) any court (in any country) which under the procedural rules applicable under local law at the address of Buyer would have jurisdiction to adjudicate such claim (had the Parties not entered into any agreement as to jurisdiction). Buyer hereby expressly waives any right it may have to assert the doctrine of forum non convenience. In the event of proceedings being filed at an alternative venue under this section 13.10 (ii), the applicable law shall be the local laws at the chosen venue, without reference to its choice of laws rules.

13.11 Buyer shall pay on demand all of Seller's reasonable attorney fees and other costs incurred by Seller to collect any payment due under these Terms

following Buyer breach of payment.

13.12 Nothing contained in the Final Order will be construed to create a partnership or joint venture between the Parties or to make a party an agent of the other Party for any purpose.

13.13 Neither Party is obliged by these Terms or the Final Order to do any act or thing that would: (i) cause, or in the reasonably opinion of that Party, expose that Party or any of its subsidiaries to be in breach of anti-corruption laws or sanctions and export controls, or (ii) have a material adverse impact

on the reputation of that Party or any of its subsidiaries in light of then-current exceptional or political circumstances. In any such circumstances, the relevant Party must notify the other Party and the Parties must discuss in good faith any steps that may be taken to enable that act to be performed in a manner that complies with all applicable anti-corruption laws, sanctions and export controls and avoids a material adverse impact on the reputation of the Parties.