

## GENERAL TERMS AND CONDITIONS OF SALE

### PREAMBLE

Any order of a Part sold by Kongsberg Automotive implies the unconditional acceptance of these General Terms and Conditions of Sale by the Buyer. These General Terms and Conditions of Sale constitute the entire agreement between the parties.

These General Terms and Conditions of Sale supersede and replace any and all previous agreement and understanding, whether written or oral, between the parties with respect to the subject matter thereof. Any other general terms and conditions of purchasing, including the Buyer's general terms and conditions of purchase, are expressly excluded hereby.

No revision or modification of these General Terms and Conditions of Sale shall be binding upon the parties until it has been agreed to by the parties in writing.

### 1. DEFINITIONS

The words below shall have the meanings herein assigned to them:

**Agreement**

has the meaning sets forth in Section 2.

**Associated Persons**

means any person performing services for or on behalf of a party, including but not limited to subsidiaries, employees, agents and contractors.

**Buyer**

means any company placing an order for the purchase of a Part.

**General Terms and Conditions of Sale**

means these general terms and conditions of sale.

**Kongsberg Automotive**

means Kongsberg Automotive ASA, or any of its affiliates, which has accepted the Buyer's purchase order as described in Section 3.

**Part**

means any product, good, component or spare part sold by Kongsberg Automotive and referred to in catalogue.

**Sanctioned Party**

means any party or parties listed on any list of designated or other restricted parties maintained under Trade Restrictions, including but not limited to the Consolidated List of Financial Sanctions Targets in the UK maintained by HM Treasury, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission, and the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control.

**Trade Restrictions**

means any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licenses, orders or requirements including without limitation those of the UN, UK, Norway, U.S. and the EU.

### 2. PURPOSE

These General Terms and Conditions of Sale set out the terms and conditions under which Kongsberg Automotive sells the Parts to the Buyer (hereinafter, the "**Agreement**"). The Buyer recognizes that the Part disassembly or reassembly shall not be performed by Kongsberg Automotive and is under the sole responsibility of the Buyer.

### 3. ORDER AND ACCEPTANCE

All orders for Parts shall be made in writing by letter, Electronic Data Interchange (EDI) or e-mail. Kongsberg Automotive does not accept telephone orders. All orders must include all of the following information: Part reference, price, quantity, shipping address, billing address, and the Buyer's bank references. All orders received are firm and definitive. For order amounts lower than two hundred (200) Euros Kongsberg Automotive shall group the order with another shipment or invoice additional processing fees. An order shall be deemed accepted only upon Kongsberg's sending of a written order confirmation to the Buyer.

#### **4. TECHNICAL INFORMATION**

Specifications, measures, weights, prices and other information that is part of Kongsberg's catalogues, brochures, advertisements, circulars, data sheets and price lists are subject to change from time to time in Kongsberg's discretion without prior notice and shall not constitute an offer by Kongsberg. Only such specifications, measures, weights, prices and other information that are expressly specified in the final Agreement between Kongsberg Automotive and Buyer may be relied upon by the Buyer.

#### **5. PRICE AND TERMS OF PAYMENT**

Unless otherwise agreed, all prices are in Euros, excluding tax, and do not include warehouse and shipping costs. Any and all taxes, charges, duties, fees or levies that may be due as a result of the Buyer's purchase of Parts shall be paid by the Buyer, and the Buyer shall indemnify Kongsberg Automotive for, and hold Kongsberg Automotive harmless from, any and all such taxes, charges, duties, fees or levies which may be incurred by Kongsberg Automotive.

The price is set forth on the order accepted by Kongsberg Automotive. Unless otherwise provided for in writing, price quotations issued by Kongsberg Automotive shall be valid for one (1) month as from the issuance date.

Public price list of Parts can be modified at any time by Kongsberg Automotive.

Unless otherwise provided for in the invoice issued by Kongsberg, invoices are payable thirty (30) days as from the invoice date by wire transfer. No discount shall be applied in case of early payment.

Failure for the Buyer to make payment in accordance with these terms, Kongsberg Automotive shall be entitled to suspend delivery of all Parts ordered by the Buyer, or, at its sole discretion, terminate the Agreement.

All Parts sold remain the exclusive ownership of Kongsberg Automotive until full payment of the price thereof by the Buyer to Kongsberg Automotive.

#### **6. DELIVERY AND ACCEPTANCE**

Unless otherwise agreed in writing by Kongsberg Automotive, delivery is made FCA (Incoterms 2010) Kongsberg Automotive's plants or warehouses.

Delivery date indicated in the confirmation order is only for reference. Should the extension of the time of delivery exceed two (2) months after the issuance date of the order, the Buyer may cancel the Agreement, provided that the cancellation is made in writing within five (5) days from the time the Buyer has been notified of the new time of delivery, save for when the delayed delivery is due to a Force Majeure Event, as defined in Section 9 below.

Cancellation of the Agreement shall be the Buyer's sole remedy for delay in delivery and the Buyer shall not be entitled to damages, penalty, remuneration or other compensation, unless a separate written agreement has been entered into between Kongsberg Automotive and the Buyer to that effect. UNDER NO CIRCUMSTANCES SHALL THE BUYER BE ENTITLED TO COMPENSATION FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, COSTS OR LOSSES DUE TO ANY DELAY IN DELIVERY.

Parts shall be deemed to have been irrevocably accepted if no written complaint is made by the Buyer within fifteen (15) days from the delivery date. Such written notice shall set forth in reasonable details the manner in which Parts allegedly do not conform with the specifications. In such case, the Buyer's remedies shall be those provided for under Section 7 Warranty and Limitation of Liability.

#### **7. WARRANTY AND LIMITATION OF LIABILITY**

Kongsberg Automotive warrants that the Parts conform to the agreed specifications for a period of twelve (12) months as from the delivery date.

The Buyer shall notify Kongsberg Automotive in writing of any alleged defect without undue delay following the discovery of such defect.

Upon receipt of timely notification and satisfactory evidence of a defect covered by this warranty, and confirmation by Kongsberg Automotive of the existence of a defect covered under this warranty, the sole obligation of Kongsberg Automotive under this warranty shall be to correct, or, at its sole discretion, to replace the defective Part, it being agreed that correction or replacement of the defective Part do not include Part disassembly and reassembly which remain the sole responsibility of the Buyer. The Buyer shall not be entitled to terminate the Agreement nor reduce or suspend the payment of the price of the defective Part.

Any Part repaired or replaced under this warranty shall also be warranted in accordance with the terms of this warranty. However, the applicable warranty period for a repaired or replaced Part shall be the remainder of the original warranty period as stated above.

Kongsberg Automotive shall not be bound by any warranty whether statutory or contractual, and shall not be held liable for defects or damages arising from: (i) compliance with the agreed specifications, (ii) improper maintenance by the

Buyer of the Parts or the equipment in which they are installed, (iii) modification, replacement, repair of the Parts or of the equipment without the written consent of Kongsberg Automotive or incorrectly carried by the Buyer, (iv) non-compliance with operating manual and directions for use provided by Kongsberg Automotive, (v) normal wear and tear, (vi) exposure to conditions outside the range of the environmental specifications, (vii) chemical, electronic or electrical influences which are not contemplated in the Agreement.

THIS EXCLUSIVE LIMITED WARRANTY IS GIVEN IN LIEU OF AND EXPRESSLY SUPERSEDES AND EXCLUDES, AND KONGSBERG AUTOMOTIVE EXPRESSLY DISCLAIMS: (I) ALL OTHER WARRANTIES RELATED TO PARTS SOLD BY KONGSBERG AUTOMOTIVE, INCLUDING, BUT NOT LIMITED TO, STATUTORY WARRANTIES, AND OTHER WARRANTIES, REPRESENTATIONS AND AFFIRMATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT, AND (II) ANY OTHER OBLIGATION OR LIABILITY OF, RIGHT OR CLAIM AGAINST, OR REMEDY FROM KONGSBERG AUTOMOTIVE RELATED TO PARTS AND/OR THEIR PURCHASE, SALE, PERFORMANCE, RELIABILITY OR USE, EITHER ALONE OR WITH ANY OTHER PRODUCT OR PRODUCTS, WHETHER IN CONTRACT, IN TORT, UNDER STATUTE, AT LAW, IN EQUITY, OR OTHERWISE, INCLUDING PRODUCTS LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, MISREPRESENTATION, OR ON ANY OTHER BASIS.

IN NO EVENT SHALL KONGSBERG AUTOMOTIVE'S TOTAL CUMULATIVE LIABILITY TO THE BUYER FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE LOWER OF: (I) THE PRICE ACTUALLY PAID TO KONGSBERG AUTOMOTIVE FOR THE APPLICABLE PARTS IN THE PRECEDING 12 MONTHS FROM WHICH THE BREACH OCCURED OR (II) FIVE HUNDRED THOUSAND (500,000) EUROS.

## **8. RETURN OF PARTS NOT UNDER WARRANTY**

Unless otherwise expressly agreed in writing, Parts not being returned under the warranty set forth in Section 7 shall not be accepted by Kongsberg Automotive.

In the event where Kongsberg Automotive accepts the return of Parts that are not under the warranty set forth in Section 7, the Buyer shall be responsible for all shipment charges incurred in returning Parts to Kongsberg Automotive's facility. Special Parts non included in Kongsberg's catalogs at the time of the order, or those manufactured or marked on the Buyer's request can never been returned. Other Parts can only be returned, subject to Kongsberg Automotive's prior written approval, if the following conditions are met:

- (i) Parts shall have been assembled, used, stored, disassembled in proper conditions,
- (ii) Parts shall be in perfect condition for resale,
- (iii) Parts shall be packed in their original Kongsberg Automotive packaging,
- (iv) Part boxes shall be complete,
- (v) there shall be demand on the market which permits Kongsberg Automotive to resale the Parts,
- (vi) Parts shall be packed separately, reference by reference, and
- (vii) Parts shall have been purchased since less than two years ago and a purchase invoice shall be provided,

For each Part returned, twenty-five percent (25%) of restocking fees shall be deducted from the original purchase price, with a twenty-five (25) Euros minimum fee per Parts.

A credit note shall be issued by Kongsberg Automotive and shall be deductible from future orders.

## **9. FORCE MAJEURE**

Should any of Kongsberg Automotive's obligations be prevented, obstructed or delayed due to a Force Majeure Event, Kongsberg Automotive shall be relieved of all liability for the fulfilment of such obligation until the obstacle has been removed and, if it continues for more than three (3) consecutive months, either party shall be entitled to terminate the Agreement following written notice.

The term Force Majeure Event includes acts of God, labor disputes, strike, cyber-attacks, military mobilization, war, failure of the financial system, export and import restrictions and other governmental interferences, fire, accidents, floods and other natural events, water shortage, machine damage and other unforeseen disturbances in the production, general shortage of means of transportation or traffic disturbances at railroads, harbors or other traffic institutions, or default or delayed delivery from sub-suppliers or any other circumstances of whatever nature beyond Kongsberg's control and preventing Kongsberg's ability to fulfil its obligations.

## 10. CONFIDENTIALITY

Any technical, commercial or other information related to the Parts, provided or disclosed by Kongsberg Automotive to the Buyer or otherwise obtained by the Buyer whether prior to or after the conclusion of the Agreement, shall be treated as strictly confidential by the Buyer.

The confidentiality obligation shall not apply to any information for which the Buyer can show that it was in its possession or in the public domain at its disclosure or subsequently has come into the public domain without any default on the part of the Buyer.

## 11. Trade Restrictions

The Buyer hereby acknowledges and agrees that the supply of the Parts may be subject to Trade Restrictions. The Buyer is solely responsible for complying with and shall not do anything which would cause Kongsberg Automotive to be in breach of Trade Restrictions.

In particular, the Buyer agrees that it:

- a) shall not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Parts, directly or indirectly, to:
  - i. any country, territory, or destination with which Kongsberg Automotive, as a matter of policy, does not conduct business, (including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol, North Korea, Russia and Belarus and any other territory subject to comprehensive Trade Restrictions from time to time);
  - ii. any other territory to which the supply of the Parts would be restricted or prohibited under Trade Restrictions;
  - iii. any Sanctioned Party (or any party owned or controlled by a Sanctioned Party); or
  - iv. any parties that the Buyer knows, or reasonably suspects, will resell or distribute the Parts to any such countries mentioned in paragraph (i), or to any such persons mentioned in paragraph (iii).
- b) shall make enquiries as to the end use and end user and carry out sanctions screening checks on its customers and any other end users (including their shareholders, beneficial owners and senior management) prior to the supply of the Parts in order to ensure compliance with this Section; and
- c) shall not put the Parts, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the EU, UK, OSCE and/or UN). In addition, the Buyer shall not sell, resell, supply, export, re-export, transfer, divert, distribute or dispose of the Parts to any third party where the Buyer knows or has grounds for suspecting that the Parts are or may be intended for one of the uses specified in this Section.

The Buyer shall at all times while this Agreement is in effect:

- a) have in place effective policies and procedures to ensure compliance with Trade Restrictions and otherwise compliance with this Section;
- b) procure that its Associated Persons in respect of this Agreement and any other agreements with Kongsberg Automotive are aware of and comply with the provisions of this Section;
- c) on reasonable request confirm in writing to Kongsberg Automotive that it has complied with the requirements of this Section and, if so requested, allow Kongsberg Automotive to verify this compliance by way of an audit of its records, policies and procedures; and
- d) immediately inform Kongsberg Automotive if it suspects or becomes aware of any breach of this Section by it or any of its Associated Persons and provide detailed information about the breach.

In addition to any other remedy available to Kongsberg, the Buyer shall indemnify, keep indemnified and hold harmless Kongsberg Automotive and its affiliates, officers and personnel against all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties suffered or incurred as a result of any breach by of the Buyer's obligations in this Section 11.

The Buyer's breach of this Section 11 shall be deemed a material breach of the Agreement and shall entitle Kongsberg Automotive to terminate this Agreement immediately by notice in writing to the Buyer.

## **12. APPLICABLE LAW AND ARBITRATION**

This Agreement shall be governed and construed in accordance with Swedish law disregarding its conflict of law principles.

Disputes arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce applicable at the time arbitration is called for. The arbitration proceedings shall be held in Gothenburg, Sweden. The arbitration proceedings shall be conducted in English. Without prejudice to the other provisions of this Agreement, all arbitral proceedings, all information disclosed and all documents submitted or issued by or on behalf of any of the Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards a decision or award, the prior written consent of both Parties.

## **13. MISCELLANEOUS**

### **12.1 Severability**

In the event that any provision of these General Terms and Conditions of Sale is for any reason held to be unenforceable, null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be construed so as to render it enforceable and effective to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

### **12.2 Assignment**

The Buyer may not assign or transfer or sub-contract any of its rights, benefits or obligations under the Agreement without the prior written consent of Kongsberg Automotive. Kongsberg Automotive shall be entitled to assign and transfer the Agreement.

### **12.3 No waiver**

The failure of either party to enforce at any time any of the provisions of these General Terms and Conditions of Sale will not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to these General Terms and Conditions of Sale will be valid unless in writing and signed by both parties.

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