

GENERAL TERMS AND CONDITIONS OF SALE

1. **Terms Acceptance.** These General Terms and Conditions of Sale ("Terms") apply to the sale, licensing, and/or delivery of Kongsberg's Products to Customer, except if and to the extent those are deviated from by a Purchase Agreement. A "Purchase Agreement" shall mean any quote, proposal or order confirmation issued by Kongsberg that references these terms, or any other agreement for the sale, licensing or delivery of Products by Kongsberg to Customer. "Kongsberg" or "Seller" shall mean either Kongsberg Precision Cutting Systems Belgium BV, Kongsberg Precision Cutting Systems US, LLC, Kongsberg Precision Cutting Systems Singapore Pte Ltd or any entity controlled by the same that enters into a Purchase Agreement with Customer (hereinafter also the "Kongsberg Contracting Party"). "Products" shall mean any hardware, software (licensed or hosted), and any other goods and Services provided to Customer by Kongsberg pursuant to a Purchase Agreement. "Services" shall mean training, installation, repair, maintenance, support and any other services provided to Customer by Kongsberg pursuant to a Purchase Agreement. Unless otherwise expressly agreed in a Purchase Agreement, no other terms and conditions apply, including any terms and conditions that appear on Customer's order documents. Customer's acceptance of Delivery of Products will constitute its acceptance of these Terms.

2. **Delivery.**

(a) Delivery will, as per the Purchase Agreement, be (Incoterms 2020) as follows:

- either Free Carrier (FCA) Seller's facility for orders excluding transportation. Title and risk will transfer to Customer upon FCA delivery at Seller's facility, subject to the provisions of Section 6.(c) below; OR

- Carriage Paid To (CPT) agreed destination for orders that include transportation. Title and risk will transfer to Customer upon loading to first carrier at location of Seller's facility, subject to the provisions of Section 6.(c) below.

In the absence of any Delivery terms provided for by the Purchase Agreement, the applicable Delivery terms will be FCA Seller's facility (Incoterms 2020).

(b) "Delivery Date" means the final day of term for delivery provided by Kongsberg to deliver the Products, the latter term only commencing as from the down payment upon acceptance of the order pursuant to clause 6.(e) of these Terms. Kongsberg will endeavor to deliver the Products in accordance with the delivery dates provided by Kongsberg ("Delivery Date") and will notify Customer without undue delay if it believes a Delivery Date cannot be met. If Kongsberg fails to meet a Delivery Date for reason attributable to Kongsberg, Parties will set a new delivery date, which the parties shall agree upon in good faith, or which in the absence of such agreement shall be set by Customer at least 15 days from the date of Customer's written demand (the "New Delivery Date"). Kongsberg will be responsible for any additional shipping charges necessary to meet the New Delivery Date. If Kongsberg fails to meet such New Delivery Date for reasons attributable to Kongsberg, Customer may cancel the Purchase Agreement as it pertains to the delayed Products and any other undelivered Products purchased under the Purchase Agreement that cannot be used without the cancelled Products, and Kongsberg shall refund any pre-payments already made by Customer pertaining to the same.

(c) Customer is responsible for complying with all applicable (re-)export and import restrictions and regulations.

(d) Kongsberg reserves the right to change or modify the design or construction of the Products prior to Delivery, provided that such change or modification does not materially affect the form or function of the Products.

3. **Software.** All software Products, including without limitation software incorporated in Kongsberg's hardware, and updates and upgrades to software, are licensed to Customer and subject to Kongsberg's End User License Agreement attached hereto or otherwise available at www.kongsbergsystems.com/terms ("EULA"). In case of any conflict, the EULA will control over the terms herein, as the case may be.

4. **Installation; Training; Instruction Manuals.**

(a) Kongsberg will provide installation, implementation and training Services only as provided in a Purchase Agreement.

(b) To the extent a Purchase Agreement includes the provisioning of maintenance and support services, the same shall be provided

by Kongsberg in accordance with and subject to Kongsberg's maintenance (Care Plan) terms and conditions attached hereto or otherwise available at www.kongsbergsystems.com/terms and any additional terms set forth in the Purchase Agreement. Customer may, without losing its entitlement to maintenance and support services, move hardware Products covered by maintenance services if those are moved within the same country, Kongsberg is provided (60) days prior written notice, and Kongsberg is permitted to supervise the dismantling, packing and reinstallation of the Products at Kongsberg's then current rates. If a Product is no longer in good working order as a result of such activities, Kongsberg may terminate the maintenance and support service relationship as it pertains to the affected Products or, if requested by Customer, make any necessary repairs at Kongsberg's then applicable time and materials rates.

(c) Subject to availability and Kongsberg's right to refuse to provide the same on a case-by-case basis, Kongsberg shall provide parts and repair services not covered by warranty or maintenance obligations upon request, at the then applicable time and materials rates. Replacement parts and products may be new or refurbished but will always be equivalent to new in performance and functionality. Parts and products replaced will become Kongsberg's property, and are required to be returned to Kongsberg DDP (Incoterms 2020) Kongsberg's designated facilities within fifteen (15) days from being replaced, in the state and condition such parts and products were in at the time of replacement. Title and risk in and to the same will transfer to Kongsberg at the time of delivery to Kongsberg. Kongsberg reserves the right, in case Customer fails to return replaced parts or products within the timeframe set forth herein, to invoice Customer for such parts and products.

(d) Kongsberg will provide instruction manuals and other Product documentation ("Documentation") as provided in a Purchase Agreement, and as necessary for Customer's safe and proper use of the Products. Customer will comply, and ensure all of its users comply, with all instructions and restrictions set forth in the Documentation.

5. Product Acceptance; Testing.

(a) Customer shall inspect the Products upon Delivery for visible defects and will accept the Products if those materially conform to their Specifications.

(b) In case installation by Kongsberg is not included in the Purchase Agreement, Products will be considered accepted upon the earliest of: (i) Customer's acknowledgement of acceptance; (ii) 5 business days after Delivery of the Products to Customer unless Customer, within such timeframe and acting reasonably, provides Kongsberg with a written notice of rejection including a detailed description of the defects found ("Notice of Rejection"); or (iii) Customer's commercial use of the Products.

(c) In case installation by Kongsberg is included in the Purchase Agreement, Kongsberg will test the Products promptly after installation to verify they are free of defects and materially conform to all applicable technical specifications published by Kongsberg or agreed to in writing by Kongsberg ("Specifications") ("Testing"). Upon successful completion of Testing, Kongsberg will submit an acknowledgement form indicating successful completion of testing, requesting acceptance of the Products ("COI", "Completion of Installation Form" or any similar document, jointly referred to as the "Acceptance Form") and the Products will be considered accepted upon the earliest of: (i) Customer's acknowledgement of acceptance; (ii) 5 business days from delivery of the Acceptance Form unless Customer, within such timeframe and acting reasonably, provides Kongsberg with a Notice of Rejection; or (iii) Customer's commercial use of the Products.

(d) Products may only be rejected for material non-conformance to their Specifications. Minor deviations will not prevent acceptance. In case of Customer providing Kongsberg with a Notice of Rejection, Kongsberg will, at no cost to Customer, promptly address any material non-conformance and the foregoing acceptance procedure will be repeated until successful completion, provided that if the affected Products fail to materially conform to their Specifications after three (3) rounds of Testing for reasons attributable to Kongsberg, Customer may either (i) accept the affected Products "AS IS" at a modified purchase price agreed upon at such time, or (ii) return the affected Products to Kongsberg for a refund of the purchase price paid.

6. Price, invoicing and Payment.

(a) The purchase price is quoted on either an FCA or CPT basis depending on the delivery mode as set forth in Section 2. Except for CPT shipments (which include shipping), the purchase price excludes shipping, taxes, duties and any special delivery requirements, as per the applicable INCOTERMS. Customer is responsible for all taxes, except taxes based on Kongsberg's income. Any costs for certificates of origin, legalizations, consular invoices and the like will be charged to Customer. If Customer, pursuant to a tax or similar regulation, is required to withhold or deduct any portion of any payment due to Kongsberg under a Purchase Agreement and provided that Customer promptly delivers to Kongsberg an official receipt for any such taxes withheld or other documents necessary to enable Kongsberg to claim a foreign tax credit, Customer may deduct such taxes from the amount owed to Kongsberg in order to remit the same to the appropriate tax authority. Customer will use commercially reasonable efforts to minimize such payments to the extent permitted by the applicable tax treaty, and Customer shall indemnify Kongsberg against any losses or costs incurred by Kongsberg due to any failure by Customer to make such withholdings or deductions where required.

(b) Kongsberg reserves the right to use electronic invoicing methods, and Customer consents to the same. In case of electronic invoicing Customer shall be responsible to provide Kongsberg with a correct e-mail address to which the electronic invoices should be sent. The electronic invoice shall be deemed to be received on the same day as the sent date.

(c) In the event that a Purchase Agreement provides for deferred payments, then until Kongsberg receives all payments due, title to all tangible Products under the Purchase Agreement shall remain with Kongsberg. Customer is responsible to sign and execute all necessary documents and/or instrument to perfect Kongsberg's claim of title in accordance with the above. Without prejudice to the above, all risks (including force majeure, loss and/or damage) relating to the Products are borne by the Customer as of the delivery of the Products to the Customer. The Customer undertakes to store the Products safely in a well-maintained area and in suitable conditions and to safeguard them against any damage. Upon full payment, Kongsberg will cooperate with Customer on necessary actions related to transfer of title to Customer. Kongsberg further reserves the right to establish a security interest in all Products delivered to Customer, as a security for the payment of all fees that become due under the corresponding Purchase Agreement.

(d) Unless otherwise agreed in the Purchase Agreement, Customer will pay all invoices net 15 days from invoice date. Payments will be in the same currency as indicated in the invoice. Any taxes will be indicated on the invoice. Kongsberg reserves the right, in case Customer is delinquent on any payment due under a Purchase Agreement, by means of a written notice to Customer (i) to declare any unpaid sums under the corresponding Purchasing Agreement immediately due and payable and/or (ii) to charge Customer a late-payment interest at the rate pursuant to the Act of 2 August 2002 on combating late payment in commercial transactions (as amended from time to time) with a minimum of 9.5% per annum until full payment of the amount due, as well as lump-sum compensation for collection costs of 10% of the outstanding amount, with a minimum of 100 Euros and a maximum of 1,250 Euros. When the collection costs incurred by Kongsberg are higher than the amount of this fixed indemnity, Kongsberg reserves the right to request an additional indemnity upon presentation of the corresponding proofs.

(e) Unless otherwise agreed in the Purchase Agreement, If the purchase price is 25.000 Euros (or equivalent in another currency based on then current exchange rates) or greater, Kongsberg will invoice Customer 40% upon acceptance of the order, 40% upon Delivery, and 20% upon installation or sixty (60) days after Delivery, whatever occurs first. For all other amounts, Kongsberg will invoice Customer 100% upon Delivery.

(f) In case of purchase of Perpetual software Licenses (as further defined by the applicable EULA), Kongsberg reserves the right to provide Customer with temporary licenses that expire after a predetermined period of time, until all fees have been paid in full, at which time Kongsberg will promptly provide for a perpetual license.

In case of purchase of renewable term-based software licenses (i.e. "Subscription Based" licenses or "Time Limited Licenses" as further defined by the applicable EULA), Kongsberg reserves the right to revise the price for such Subscription Based licenses before any renewal period comes into effect, provided that such new price is communicated to Customer at least thirty (30) days before the applicable renewal date. In case Customer does not agree with such changed pricing, Customer may terminate the affected license in accordance with the terms of the EULA.

(g) Customer must notify Kongsberg of any disputes to an invoice within 15 days of the invoice date or the invoice will irrevocably be deemed to be accepted. Payments are not subject to setoff or recoupment for any present or future claim Customer may have.

(h) Without prejudice to any other remedy available under the applicable law (including but not limited to remedies, suspension and termination rights set forth herein, in the EULA or maintenance Agreement), if a party is in material breach of any Purchase Agreement and fails to cure the same within 10 days of written demand, or becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets, is dissolved or liquidated, the other party may immediately (i) terminate all affected Purchase Agreements or (ii) temporarily suspend the performance of the affected Purchase Agreements, until the defaulting party has remedied any such breach. In all cases where the Purchase Agreement is terminated at the expense of the Customer, the latter undertakes to pay Kongsberg a sum corresponding to 30% of the purchase price of the Products concerned as a lump sum compensation, without prejudice to the right of Kongsberg to claim additional proven damages. The Customer also undertakes to return without delay and upon first demand, at its entire risk and expense, the Products delivered by Kongsberg which are still in possession of the Customer (or to pay the purchase price thereof if it has already sold the Products).

(i) In case a Purchase Agreement includes the trade-in of existing software or hardware products, Customer will deliver such products to Kongsberg DDP Kongsberg's designated facilities (INCOTERMS 2020), in the state and condition such products were in at the time of the signature of the Purchase Agreement. Title in and to such products shall transfer to Kongsberg at the time of signature of the corresponding Purchase Agreement. Risk of loss shall transfer to Kongsberg at the time of delivery to Kongsberg.

7. Intellectual Property. Each party retains all right, title, and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Customer does not acquire any ownership interest in any intellectual property incorporated into or related to the Products, including, without limitation, any Kongsberg software licensed or to which Customer is provided access. Customer may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on any Products or other materials

provided by Kongsberg. Customer will not modify or remove any indications on the Products or packaging, such as trademarks, trade names and copyrights.

8. **Personal Data.** Kongsberg's Privacy Policy ("Privacy Policy") is located on Kongsberg's website at <https://www.kongsbergsystems.com/legal/privacy>. Kongsberg's Privacy Policy may be amended from time to time in Kongsberg's sole discretion and is hereby incorporated by reference into these Terms. Customer acknowledges that it has read and understood the Privacy Policy. Kongsberg takes all reasonable steps to comply with all applicable privacy, cybersecurity and data protection laws, including but not limited to the General Data Protection Regulation ("GDPR"). If Kongsberg, in performing its obligations under a Purchase Agreement, collects or otherwise processes any personal data, as defined by the applicable data privacy law, it shall comply with the applicable data protection laws and regulations. As a data Controller (as defined by the GDPR), Kongsberg shall only process personal data in accordance with its privacy policy and/or the specific terms agreed upon as part of a Purchase Agreement or a separate agreement entered into with Customer and for purposes of performing its obligations a Purchase Agreement or a separate agreement entered into with Customer. When acting as a data Processor (as defined by the GDPR), Kongsberg shall only process personal data provided to Kongsberg by Customer in accordance with Customer's instructions, including the terms agreed upon as part of a Purchase Agreement or a separate agreement entered into with Customer. While Kongsberg does not intend to transfer personal data to a third country or international organization, from time to time it may become necessary for Kongsberg to do so. All transfers of personal data will be done in accordance with the Privacy Policy and/or the specific terms agreed upon as part of a Purchase Agreement or a separate agreement entered into with Customer. Data subjects have several rights (including a right to request access to and rectification of personal data) that can be exercised by contacting Kongsberg at privacy@Kongsberg.com, or by sending a letter to the following address: Kongsberg, Privacy Leader, Kortrijksesteenweg 1087-B, BE-9051 Ghent Belgium.

9. **Warranty.** Kongsberg warrants hardware Products in accordance with its standard warranty policy attached hereto or available at www.kongsbergsystems.com/terms. Kongsberg warrants software Products in accordance with the terms of its EULA, attached hereto or available at www.kongsbergsystems.com/terms. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. **Limitation of Liability.**

IN NO EVENT WILL KONGSBERG, REGARDLESS OF LEGAL THEORY, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, OR ANY OTHER ECONOMICAL ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH A PURCHASE AGREEMENT OR ANY PRODUCTS OR MATERIALS DELIVERED BY KONGSBERG. IN NO EVENT WILL KONGSBERG'S LIABILITY, REGARDLESS OF LEGAL THEORY, EXCEED, FOR ALL CLAIMS IN AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID BY CUSTOMER IN RELATION TO THE PRODUCTS OR MATERIALS GIVING RISE TO THE CLAIM.

The previous shall apply to the maximum extent permitted by applicable law, and shall not operate to exclude or limit Kongsberg's or its employees or agent's liability for fraud or fraudulent misrepresentation, willful intent or gross negligence.

11. **Confidential Information.** Customer acknowledges that, as part of the commercial transaction with Kongsberg, it may be exposed to certain information that is not generally known to the public which would be considered confidential or proprietary by Kongsberg ("Confidential Information"). Confidential Information includes, without limitation, any Purchase Agreement, Kongsberg's pricing, and all competitively sensitive or secret business, marketing, and technical information disclosed by Kongsberg to Customer. Customer agrees that, in the event it is exposed to such Confidential Information, it: (i) will protect Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose Confidential Information to any third party, and (iii) will not use Confidential Information (other than as authorized by these Terms) without the prior written consent of Kongsberg. Within five (5) business days after a request by Kongsberg, or upon termination of the Purchase Agreement, all materials or media containing any Confidential Information will either be returned to Kongsberg or destroyed. Confidential Information does not include information which: (i) was already known to Customer prior to the time that it is disclosed by Kongsberg, as evidenced in writing and without a duty of confidentiality; (ii) is or has entered the public domain through no breach of these Terms or other wrongful act of Customer; (iii) has been rightfully received from a third party without breach of any duty of confidentiality; (iv) has been approved for release by written authorization of Kongsberg; or (v) is required to be disclosed pursuant to the order of a court or governmental agency, provided that Kongsberg has, if permitted by law, been given reasonable notice of the order and the opportunity to contest disclosure. The obligations set forth herein shall apply for a period of five (5) years from the date of disclosure of the Confidential Information concerned. Any specific non-disclosure agreement entered into between the parties pertaining to the subject matter of the Purchase Agreement shall control over this Section 11.

12. **Miscellaneous.**

(a) The parties acknowledge and agree that Kongsberg's ability to provide the Products is subject to Customer meeting all of its obligations in the Purchase Agreements, providing timely and sufficient access to the installation site, providing an installation site that

conforms to the site requirements set forth in the Purchase Agreement or otherwise communicated by Kongsberg to Customer, and providing the necessary resources typically expected of a Customer, including without limitation, adequate facilities, light, heat, ventilation, electrical currents/outlets, water, internet connectivity, and any other assistance agreed upon as part of a Purchase Agreement or reasonably requested by Kongsberg.

(b) In case of any conflict between these Terms and the terms set forth in any Purchase Agreement, the latter will prevail. Any modifications to a Purchase Agreement must be in writing and signed by both parties.

(c) Customer may not assign or otherwise transfer any of its rights, interests or obligations under a Purchase Agreement without Kongsberg's prior written consent. Any assignment contrary to this subsection will be null and void. Kongsberg may assign any of its rights and obligations under any Purchase Agreement with Customer to any existing or future affiliate and/or to any third party involved in a merger or acquisition or the sale of assets, provided that (i) the corresponding affiliate or third party agrees to be bound by the provisions herein, and (ii) provided further that within a reasonable time following such assignment, Customer is provided with notice of the same; Kongsberg may subcontract the performance of any of its obligations under a Purchase Agreement to any existing or future affiliate and/or to any third party subcontractor, provided that Kongsberg remains responsible for the performance by the subcontractor of such obligations in accordance with the terms of the Purchase Agreement.

(d) The failure of either party to strictly enforce any of the terms or conditions in any Purchase Agreement will not be considered a waiver of any right therein. If any term is declared illegal, invalid or unenforceable to any extent, the remainder of the terms or conditions will not be affected thereby, and the illegal, invalid, or unenforceable provision shall be deemed replaced by a provision that is legal, valid and enforceable and that comes closest to expressing the commercial intention of the provision in question.

(e) The termination or expiration of any Purchase Agreement will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.

(f) Neither party will be responsible for, nor be in default under a Purchase Agreement due to any delays or failure of performance (except payment obligations) resulting from acts or causes beyond its reasonable control, including without limitation acts of God, acts of war, third-party labor strikes, power failures, floods, earthquakes, other natural disasters, or other similar events ("Force Majeure Event"). In the event that either party is unable to perform any of its obligations under a Purchase Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance.

(g) All disputes arising from or related to a Purchase Agreement will be governed exclusively by and construed in accordance with the laws of the country and state, or other applicable geographic designation, where the registered seat of the Kongsberg Contracting Party is located, without reference to its conflicts of law principles. Each party hereby consents to the exclusive jurisdiction of the country and state or other applicable geographic designation where the registered seat of the Kongsberg Contracting Party is located to hear and decide upon any dispute arising out of a Purchase Agreement or in relation to Products delivered by Kongsberg. Notwithstanding the previous, Kongsberg may choose to bring an action before the courts of the location where Customer is located if the action concerns the collection of a pecuniary debt or protection or enforcement of Kongsberg's intellectual property rights. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from applying to any Purchase Agreement.

(h) All Purchase Agreements between the parties (including these Terms) are entered into by the Parties knowingly and in full knowledge of the facts. The parties explicitly agree that the terms agreed as part of the Purchase Agreements entered into, reflect a balanced legal relationship between them within the scope of the general economic purpose, the common commercial practice and the specific Products to which these contracts relate.