

1 APPLICABILITY AND SALES RIGHTS

- 1.1 These General Conditions of Sale shall apply to all agreements between Westermo Data Communications Ltd or any of its subsidiaries, hereinafter referred to as “Westermo”, and another party, to which Westermo delivers products or services, hereinafter referred to as the “Buyer”, unless expressly otherwise agreed in writing.
- 1.2 Any product(s) (not listed as an accessory on the Westermo web, www.westermo.co.uk), delivered by Westermo under these General Conditions of Sale are herein referred to as the “Product(s)”, including products in the Virtual Access standard product selection (“VA Products”).
- 1.3 Terms and conditions provided by the Buyer do not apply even if Westermo does not specifically object thereto.
- 1.4 Any variation to these General Conditions of Sale, and any representations, warranties or other statements about the Product(s) shall have no effect unless expressly agreed in writing and signed by an authorised representative of Westermo.
- 1.5 Any right to market, sell or distribute the Products must be expressly agreed with Westermo in a separate agreement.

2 INFORMATION AND CHANGES CONCERNING THE PRODUCTS

- 2.1 All Products and services shall materially comply with their specification and/or related data sheet which are available on the Westermo website www.westermo.co.uk and any other information concerning the Products stated elsewhere is only binding if expressly included in the agreement between Westermo and the Buyer.
- 2.2 Most Products marketed by Westermo contain software and Westermo provides a software warranty in accordance with clause 11.
- 2.3 Westermo reserves the right to change and to discontinue production of any of the Products. Westermo undertakes to post life cycle information on www.westermo.co.uk, should any material changes in

any of the Products be made or the production of any of the Products be discontinued.

3 ORDERS

- 3.1 The Buyer shall request the Products by sending written orders to Westermo.
- 3.2 When placing a request, the Buyer shall specify the quantity and desired delivery date to Westermo.
- 3.3 No request from the Buyer shall be binding upon Westermo unless and until confirmed in writing by Westermo to the Buyer, specifying at least the purchase order number, quantity, delivery date and price, becoming the binding Order.
- 3.4 An Order cannot be cancelled by the Buyer, in whole or in part, unless this is agreed in writing by Westermo. If Westermo allows the Buyer to cancel an Order, Westermo shall, at its sole discretion, be entitled to charge the Buyer (or retain) up to 50% of the total Order value.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Buyer hereby recognizes that Westermo is and shall remain the exclusive owner of the entire right, title and interest in and to all trademarks, trade names, patents, copyrights, designs and all other intellectual property rights relating to the Products and any spare parts, accessories, sales promotion material or other property supplied by Westermo.
- 4.2 Other than the right to use the Products which have been purchased, it is understood that the Buyer shall not acquire and shall not claim any right, title or interest in or to any such intellectual property rights or goodwill pertaining thereto by virtue of its activities hereunder or by any other reason. The parties agree that all use of all such intellectual property rights shall at all times inure to the benefit of Westermo. The Buyer is not permitted to file or authorize the filing of any application for registration of any trademarks or trade names which are similar to any trademark or trade name of Westermo.
- 4.3 In the event that any new inventions, designs or processes evolve or are generated as a result of the business relationship between the parties, the Buyer acknowledges and agrees that all rights in the same shall vest in Westermo or as Westermo directs.

4.4 In relation to any services provided by Westermo, Westermo is not liable for infringing any third party rights where this is caused by the Buyer's use of the services or caused by the Buyer modifying the services or using the services in combination with any other hardware, software or other services that cause the infringement. The Buyer shall defend and indemnify Westermo against all costs, expenses and/or damages which may arise out of any such claim arising due to the Buyer's breach of contract and/or misuse of the services.

5 DELIVERY

5.1 Unless otherwise agreed by the parties in writing, the price payable for the Products shall be exclusive of any value added tax, delivery and transportation charges and all costs or charges in relation to loading, unloading, carriage, insurance and similar charges (all of which the Buyer will pay when it is due to pay for the Products and/or the services as set out in Westermo's Price List from time to time).

5.2 Delivery dates are approximate and time shall not be of the essence. If Westermo anticipates that it will not be able to deliver the Products at the time for delivery, it shall forthwith notify the Buyer thereof in writing, and if possible, the time when delivery can be expected.

5.3 Westermo shall in no event be liable for any direct or indirect losses or damages resulting from a delay in delivery, unless the delay is caused wilfully.

6 IMPORT DUTIES

6.1 All import duties, taxes and inspections etc. present or future to the country of destination shall be paid by the Buyer. The Buyer is responsible for obtaining import license and all other permits required for the deliveries.

7 PRICES AND PAYMENT

7.1 Unless otherwise agreed between Westermo and the Buyer, the price will be the price quoted in an order confirmation or the prices listed in Westermo's current pricelist. In exceptional circumstances, the specified prices for a Product or service in an Order are subject to change and such circumstances include but are not limited to: factory price changes, raw materials changes, exchange rate changes, taxes, charges, and

other factors beyond Westermo's control. In this event, the Buyer shall have the option of paying the revised price or cancelling the Order without liability.

7.2 Unless otherwise agreed in writing, payment shall be made within thirty (30) days from the date of invoice. Invoices for each delivery may be issued as from the date of the confirmed order. Issued invoices shall be deemed accepted by the Buyer unless it has notified Westermo in writing of any objections within fourteen (14) days from its receipt of the invoice.

7.3 In case the import regulations of the country of destination require legalization of documents, the cost for such legalization will be forwarded to the Buyer.

7.4 Any payments due under these General Conditions shall be payable in full by one party to another and, accordingly, the rules relating to set-off are expressly excluded from operation.

8 RETENTION OF TITLE

8.1 The Products remain the property of Westermo until all outstanding sums due to Westermo, have been paid by the Buyer. In case of outstanding debts, the Products will serve as a security for the balance of unpaid amounts due to Westermo and the Buyer hereby agrees that Westermo shall be permitted to enter its premises and remove any Products to the value of any outstanding sums..

9 TERMINATION

9.1 Westermo may terminate the agreement and/or any order at any time by written notice if:

a) the Buyer commits a material breach of these General Conditions of Sale and fails to remedy the breach within 30 days of receiving written notice from Westermo requiring it to do so; or

b) the Buyer ceases trading or is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding the Buyer up or the Buyer enters into liquidation, whether compulsorily or voluntarily, or compounds with its creditors generally or has a receiver appointed of all or any part of its assets or Westermo in its absolute discretion reasonably believes the same may occur.

- 9.2 On termination, howsoever arising, the Buyer shall:
- a) Pay to Westermo all payments arising in respect of the termination and all charges incurred by Westermo for the provision of the Product(s); and
 - b) Return Product(s) where payment for such Product(s) has not been received in accordance with clause 7.
- 9.3 Termination shall be subject to any rights and remedies Westermo may have under these General Conditions of Sale or in law.
- 9.4 The following clauses shall survive termination of these General Conditions of Sale clauses 1, 4, 7, 8, 10, 11, 12, 13, 14, 15 and 17 inclusive and any other clause, which by its nature is intended to survive termination.

10 LOCAL LAWS AND REGULATIONS AND COMPLIANCE

- 10.1 The Buyer is responsible for all permits, inspections, information or other requirements concerning the Products in the country of destination. The Buyer shall give Westermo such information needed in order to make the Products comply with local rules and regulations applicable to the Products. This may for example relate to Product presentation, packaging, documents, tests that are required or any other requirements that must be complied with.
- 10.2 The Buyer represents, warrants and undertakes that
- a) the Buyer and its affiliates and agents shall comply with all applicable antibribery laws and regulations, trade and economic sanctions and export control laws,
 - b) none of the Buyer, its affiliates or any of its officers or directors, is or is owned or controlled by any person targeted under the sanctions or export controls of the UN, US, EU or any other relevant government,
 - c) the Buyer will not engage in any business involving any such listed person, and
 - d) the Buyer will immediately inform Westermo of any suspected or alleged breach of the foregoing.
- 10.3 Following any reasonably suspected breach, Westermo has the discretionary right to refuse further performance under or to terminate the order and/or agreement as well as to terminate Westermo's relationship with the Buyer.

11 WARRANTIES AND CLAIMS

- 11.1 Westermo provides the following warranties:
- a) hardware Products and/or SFP Products supplied by Westermo are free from material defects in materials and workmanship arising from normal use and any material non-conformances with the Westermo published specifications or descriptions for a period of 5 years from the date the hardware Product was purchased from Westermo;
 - b) VA Products are free from material defects in materials and workmanship arising from normal use and any material non-conformances with the published specifications or descriptions for a period of 3 years from the date the VA Product was purchased from Westermo;
 - c) all accessories (including but not limited to antennae and cabling) supplied by Westermo are free from material defects in materials and workmanship arising from normal use and any material non-conformances with the Westermo published specifications or descriptions for a period of 2 years from the date the accessories are purchased from Westermo;
 - d) spare parts are free from material defects in materials and workmanship arising from normal use and any material non-conformances with the Westermo published specifications or descriptions for a period of 3 months from the date the Product was purchased from Westermo;
 - e) software Products are free from material defects and any material non-conformances with the Westermo published specifications or descriptions for a period of 3 months from the date the software Product was purchased from Westermo (provided that no warranty is given by Westermo that any software Product or any portion thereof is error free); and
 - f) services provided by Westermo (or any third party on behalf of Westermo) shall be performed using reasonable skill and care and in accordance with any service description for a period of 3

- months from the date the services were performed by Westermo.
- 11.2 In relation to the software Product warranty given in clause 11.1 e), Westermo has a continuous programme for upgrading and fixing software. In relation to software defects notified to Westermo within 3 months of purchasing the software Product, Westermo shall use all reasonable commercial efforts to fix any such software defect. Westermo shall have no liability to the Buyer in relation to any software defects or bugs to the extent that the defect has been rectified by an issued upgrade or later version of the software which the Buyer has not installed in relation to the relevant Products. In no circumstances shall Westermo have an obligation to maintain or fix any software Product which is incorporated in a Product purchased more than 1 year ago from Westermo.
- 11.3 The Buyer understands and agrees that Beta versions of software Products have not undergone full regression testing and that they should not be used in any live or critical operation. The Buyer accepts that the software warranty does not apply to Beta software and Westermo accepts no legal liability for the use of any Beta software in any live or critical operation.
- 11.4 In relation to any defective services provided, Westermo shall, at its option, (i) either reperform the service for the Buyer free of charge; or (ii) provide a full refund of any payment received for that service.
- 11.5 No other warranties, expressed or implied, are given in relation to any hardware or software Products or any service other than those set out at clause 11.1.
- 11.6 The Buyer shall promptly inform Westermo in writing about any claim of defects in the Products (whether hardware, software, spare parts or accessories) after the Buyer has discovered or ought to have discovered such defect in the Products. In no event may a claim be made later than 28 days after the expiry of the applicable warranty period.
- 11.7 Warranty claims, returns and repairs need to be handled by a Westermo authorized dealer or distributor. To return a defective Product or accessory under any applicable warranty, the purchaser needs a shipment address and a Return Merchandise Authorization (RMA) number, which may be obtained from Westermo.
- 11.8 Westermo shall, at its own option, repair, replace or refund the purchase price of any Product with defects that is subject to its warranty. This is the Buyer's sole and exclusive remedy for Products that do not meet the specified warranty and it shall replace any other warranties, express or implied, by law or otherwise. The Buyer shall at its own risk and expense carry out any dismantling and reinstallation of the repaired or replaced Product and bear the cost for transport of such Product to Westermo. Westermo reserves the right to authorise third parties to undertake repairs during the warranty period.
- 11.9 During the repair period, the Products may not be available to the Buyer. Westermo shall not be liable for any losses resulting from any disruption to the Buyer's system while the relevant Product(s) is unavailable/not working.
- 11.10 In addition to the above, the following items are expressly excluded from these warranties:
- a) Defects resulting from ordinary wear and tear;
 - b) Defects attributed to any accidental damage, improper use, modification, adaptation, purchaser's or its representatives' neglect, improper storage or installation, installation in toxic or acid environment or in mobile and/or instable environments not in accordance with the specifications or external electrical fault;
 - c) Defects resulting from use of the Product not in accordance with Westermo published technical specifications or other documentation supplied with the Product (e.g. Management Guide etc.) or accessory; and
 - d) Defects resulting from any service, maintenance or repair executed by another party than Westermo, a Westermo authorised service provider or a Westermo authorised third party.
- 11.11 Should repair or replacement under these warranties be impossible or unreasonably expensive, Westermo will provide a substitute product, which shall be of equivalent fit, form and function so as not to jeopardize the performance and safe operation of such component or product. If this is not possible,

Westermo shall refund to the Buyer any payments received for the relevant Product.

11.12 Westermo's liability in relation to warranties in regard of any nonconformity, defect or deficiency in any hardware and software Product or service is expressly limited to what is set out in Section 11.

11.13 Products and accessories not covered by the above warranties may be repaired by Westermo at a price quoted by Westermo.

11.14 If the returned Products are shown not to be faulty, Westermo will invoice an inspection and return cost even though the Products are under warranty.

12 LIABILITY

12.1 The total liability of Westermo for any claim for direct loss whether in contract, tort or otherwise arising out of, connected with or resulting from the manufacture, sale, delivery, resale, replacement or use of any Product or service shall in no event exceed the higher of (i) the price payable for the Product or service which gives rise to the claim or (ii) £1,000,000.

12.2 To the maximum extent permitted by law, Westermo shall in no event be liable for (i) any consequential damages, indirect, special or contingent costs including but not limited to damages for delayed deliveries and any damages suffered due to the Buyer incorporating any Product into a larger product or system; or (ii) any loss of revenue, profits, loss of use, loss of production, costs of capital, or claim from customers for service interruptions. Further, Westermo shall in no event be liable for any roaming charges or any other type of costs or fees whatsoever incurred by the Buyer or any third party through use of the Product or any service.

12.3 If a claim for damages as described in this Section 12 is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing.

12.4 The limitation of Westermo's liability in Section 12.1 and 12.2 shall not apply where Westermo has been guilty of wilful misconduct.

13 SENSITIVE PERSONAL DATA, PROTECTED INFORMATION AND REGULATORY APPROVALS

13.1 The Buyer represents and warrants that to the extent that the Buyer utilizes the Product to transmit, receive,

store or process any sensitive personal data and/or information, the Buyer shall be fully compliant with any applicable legislation (including but not limited to any US, European Union or national legislation), and shall encrypt all such information at rest and in motion as required.

13.2 The Buyer further represents and warrants that it has all approvals required by any regulatory authorities (including but not limited to any US, European Union and any other national authorities, as applicable) in connection with use of the Products, and the Buyer shall provide Westermo with proof thereof upon request. The Buyer shall indemnify, defend and hold Westermo harmless from all claims, costs, expenses and losses arising from any alleged failure to have such approvals and/or from injuries, damages and/or losses allegedly caused by the Buyer's use of the Product or by the Buyer's alleged breach of applicable legislation or alleged unauthorized disclosure of protected information.

14 COMPLIANCE WITH SANCTION REGIME

14.1 For the purpose of this Clause 14:

a) "Sanction Regime" means all customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders adopted or maintained (now or in the future) by a governmental or inter-governmental authority of the United Nations (UN), the European Union (EU) and its member states, the United States of America (US), the United Kingdom (UK), but also, as applicable (now or in the future) such laws and regulation of any country in which the Products are manufactured, received, used, exported from, imported to, or as otherwise applicable.

b) "Listed Person" means any person or entity, specially designated, blocked or otherwise individually listed or targeted under the Sanction Regime, and any person or entity owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, person(s) or entity(ies) specially designated, blocked or otherwise individually listed or targeted under the Sanction Regime.

- 14.2 The Buyer hereby undertakes to observe and comply fully with the Sanction Regime, and represents and warrants that none of the Buyer, its affiliates, or any of their respective officers or directors, is a Listed Person; and it is not engaging in, and will not engage in (a) any business involving a Listed Person, or (b) in any transaction that circumvents, evades, or avoids, or has the purpose or effect of circumventing, evading, or avoiding, or attempts to violate, the Sanction Regime.
- 14.3 Without limitation to the generality of the foregoing, the Buyer shall not, directly or indirectly, sell, export, re-export, transfer, re-transfer or otherwise release or dispose the Products (a) to or for the benefit of any Listed Person, or (b) in violation of the Sanction Regime, or (c) to any individual or entity in, or for use in, Afghanistan, Belarus, Crimea and non-Ukraine government controlled areas of Ukraine, Cuba, Iran, North Korea (DPRK), Russia, Sudan, Syria, or Venezuela, or (d) for any purpose connected with weapons or nuclear explosive devices, or any missiles capable of delivering such weapons or devices, or (e) for military end-use or to a military end-user without obtaining Westermo's prior approval.
- 14.4 The Buyer undertakes to use its best efforts to ensure that this Clause 14 and the Sanction Regime is not violated, or their purposes frustrated, by any third parties in its downstream commercial chain, including by possible resellers. The Buyer shall immediately, upon becoming aware, inform Westermo about any actual or suspected breach of this Clause 14 and/or the Sanction Regime, including any relevant activities by third parties that could frustrate the purpose of this Clause 14 and/or the Sanction Regime. Upon Westermo's request, the Buyer shall provide information on compliance with this Clause 14 and/or the Sanction Regime within two weeks.
- 14.5 Westermo has the right to unilaterally terminate this Agreement upon written notice with immediate effect in the event (a) the performance of any of Westermo's obligations under the Agreement would constitute, in any jurisdiction, a violation by Westermo and/or any of its affiliates of the Sanction Regime, or (b) the Buyer fails to comply with this Clause 14.
- 14.6 Westermo shall not be liable to the Buyer for any losses resulting from the termination of this Agreement by Westermo under this Clause 14.
- 14.7 The Buyer shall fully compensate for and hold harmless Westermo and its affiliates against any and all claims, proceedings, actions, fines, losses, costs and damages arising out of, or relating to any non-compliance with the Sanction Regime by the Buyer.

15 CONFIDENTIALITY

- 15.1 The parties shall defend and keep confidential any business information relating to the other party's business and may not to any third party disclose any confidential information. For the avoidance of doubt, all information provided to the other party shall be treated as confidential unless explicitly stated otherwise. The parties shall ensure that all their employees are made aware of and are bound by this confidentiality undertaking.

16 FORCE MAJEURE

- 16.1 Westermo shall not be liable to the Buyer for any loss or damage suffered by the Buyer as a direct or indirect result of Westermo's performance being prevented, hindered or delayed due to circumstances or events beyond Westermo's reasonable control, including but not limited to: war, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, war, riot, civil commotion, epidemic or pandemic, malicious damage, a failure of any public utility and/or the internet or the order of any government or public or local authority or any other circumstances affecting the supply, the manufacture or the delivery of Products ("Force Majeure").
- 16.2 If Westermo is affected by Force Majeure, it shall promptly notify the Buyer of the nature and extent of the circumstances in question.
- 16.3 If an event of Force Majeure continues for a consecutive period of three months, then the parties shall meet to agree suitable means of alleviating the effects of the Force Majeure. If the parties cannot reach such agreement within one month of the date of the first such meeting and such Force Majeure continues, then either party shall be entitled to terminate the

affected order(s) by immediate written notice to the other.

17 DISPUTES AND APPLICABLE LAW

17.1 Any disputes arising out of or in connection with these General Conditions of Sale (including disputes in relation to non-contractual matters) shall be governed by the law of England and Wales.

17.2 Any dispute, controversy or claim arising out of or in connection with any agreement between the parties, or the breach, termination or invalidity thereof, shall be settled as follows:

- a) in the first instance, the Managing Directors of each party shall attempt to resolve any dispute arising within 28 days of one party serving written notice on the other party setting out details of the dispute;
- b) in the event that there is no resolution within this 28 day period and if both parties agree, the dispute shall then be referred to mediation and the parties shall use the Centre for Dispute Resolution (CEDR) which shall follow the procedure set out in CEDR's Model Mediation Procedure. The parties shall use good faith attempts to resolve the dispute by the use of mediation. The mediation hearing shall be held in London and conducted in English. In the event that there is no mediation or no resolution within 14 days after a mediation hearing, the parties shall be entitled to commence formal legal proceedings in the relevant courts of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts to decide all disputes.

17.3 Notwithstanding the foregoing, Westermo may take any legal action necessary for collection of any payment due to Westermo hereunder.

18 WECONNECT SERVICE

18.1 If the Buyer is to receive the WeConnect service, there shall be a written order confirming this and any related price and payment terms.

18.2 The WeConnect service is provided by Westermo subject to the separate WeConnect terms and conditions and these General Conditions of Sale. In the

event of any clash or inconsistency between the WeConnect terms and conditions and the General Conditions, the former shall prevail.

19 MISCELLANEOUS

19.1 The Buyer is not entitled to assign, transfer or subcontract out any of its rights or obligations to any third party.

19.2 Westermo is entitled to change these General Conditions of Sale from time to time, however any orders submitted to Westermo before changes take place are regulated by the then current General Conditions of Sale.

19.3 If due to any mandatory applicable law or due to a decision or other act by any competent authority, any of the provisions of these General Conditions of Sale cannot be enforced or an amendment of any provision is required, Westermo and the Buyer shall endeavour to find an alternative solution approaching as near as possible the existing provision(s).

19.4 These General Conditions of Sale, together with any Schedules, comprise the entire agreement in relation to an individual order and supersede any prior correspondence, communications, representations and agreements in relation to the subject matter of that order. No amendments to these General Conditions of Sale or the Schedule shall be valid unless made in writing and signed on behalf of both parties.