

## General Terms and Conditions

Valid from July 1<sup>st</sup>, 2024

These General Terms & Conditions (“GTC”) are agreed between the Innomotics entity in Czechia named on the Order (“Innomotics”) and the customer that accepted the Order (“Customer”). These GTC together with the applicable Supplemental Terms form the “Agreement”.

Capitalized terms are defined [at the end of the document](#).

### Commercial terms

#### 1. Innomotics’ Offerings

##### 1.1. Delivery mode

Innomotics will deliver the Offerings and invoice as specified in the Order. Innomotics may deliver the Offerings in stages or installments (and invoice accordingly).

##### 1.2. Updates for Offerings

Innomotics may issue Updates to its Offerings and will use commercially reasonable efforts to notify Customer when Updates are generally available. Information provided on Innomotics’ website is sufficient notice. Innomotics may not support non-current versions of the Offerings or update them to future versions.

##### 1.3. Cybersecurity

Innomotics does not warrant that the Offerings are secure except as stated in the Offering description set out or referred to in the Order.

#### 2. Delivery

##### 2.1. Delivery terms

Unless agreed otherwise in the Order, Products will be delivered DAP according to INCOTERMS®2020. Customer may only reject the non-compliant portion of the Order.

##### 2.2. Delivery dates

Any dates in the Order are estimates and non-binding, unless Customer obtains Innomotics’ written consent to specific delivery dates expressly subject to liquidated damages (“Binding Dates”), in which case, Section 2.3 will apply.

##### 2.3. Delay

2.3.1. **Liquidated damages.** If Innomotics is solely responsible for delaying Binding Dates and Customer suffered a loss, Innomotics will pay liquidated damages equal to 0.5% of the fees for the delayed portion of the Products for every full week of delay.

Aggregate liquidated damages will not exceed 5% of such fees.

2.3.2. **Termination for delay.** Customer may only terminate the Order for delay if:

- a. the maximum liquidated damages are payable; and
- b. a reasonable additional delivery period has expired.

2.3.3. **Exclusive remedy.** This Section 2.3 sets out Innomotics’ entire and exclusive liability for delay and excludes all of Customer’s other rights and remedies for delay.

### **3. Risk and title**

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#### **3.1. Transfer of risk**

Risk of loss or damage for all Products passes to Customer upon:

- a. Delivery;
- b. attempted Delivery if Customer fails or refuses to take Products without cause; or
- c. moving the Products into storage in accordance with Section 4.1.

#### **3.2. Transfer of title**

Title to the Products passes to Customer after Innomotics has received payment in full.

### **4. Storage**

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#### **4.1. Moving Products to storage**

Upon Customer's request or if Customer does not take Delivery without cause, the Products may be moved to storage. On receipt of an invoice Customer will pay for:

- a. shipping; and
- b. storage expenses, including preparation for and placement into storage, handling, freight, inspection, preservation, maintenance, taxes, and insurance.

#### **4.2. Removing Products from storage**

Customer will arrange, at its expense, to remove the Products from storage:

- a. when conditions allow; and
- b. after paying to Innomotics all amounts due under this Section 4.

### **5. Payment, interest, and taxes**

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#### **5.1. Payment terms**

Customer will pay the fees plus reasonable and verifiable travel and incidental expenses within 30 days of the invoice date, without deduction or set-off. If Customer disputes an invoice, Customer must still pay any undisputed portion.

#### **5.2. Interest**

Innomotics is entitled to charge interest on overdue payments at the monthly percentage rate of 1.5% compounded or at the highest rate allowed by law (whichever is lower).

#### **5.3. Taxes**

All amounts Innomotics invoices are exclusive of taxes and any other charges. Customer will pay or refund Innomotics for any applicable taxes, duties, or other charges imposed by any government authority for Customer's use or receipt of the Offerings.

If Customer is required by law to deduct or withhold tax, Customer will increase the amount it pays to Innomotics so that Innomotics still receives the net amount originally invoiced. Customer will promptly provide all tax receipts, or a valid exemption certification (if applicable), confirming it has paid or withheld tax.

### **6. Changes**

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#### **6.1. Change requests**

When Customer sends Innomotics a change request, or when Innomotics proposes a change, Innomotics will send Customer:

- a. a fee estimate;

- b. a schedule impact; and
- c. any other necessary changes to the Order.

## **6.2. Change effectiveness**

A change becomes effective when Customer and Innomotics accept it in writing.

## **6.3. Changes in law and standards**

6.3.1. **Right to make adjustments.** Innomotics may make reasonable adjustments to the Order for any additional requirements or costs it incurs due to any:

- a. laws, regulations, court judgments or decisions, or guidance issued by public authorities; or
- b. engineering standards or codes of practice; or
- c. Customer's site rules,

in each case issued or changed after the effective date of the Order.

6.3.2. **Type of adjustments.** Such adjustments, may, for example, include changes to:

- a. the time schedules and scope of Offerings as needed; or
- b. Innomotics' fees, to reflect any reasonable additional costs.

## **7. Customer's obligations**

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### **7.1. Providing Contributions**

Customer will:

- a. supply Contributions in accordance with the Order;
- b. be responsible for the performance and interoperability of Contributions;
- c. obtain all required consents and licenses at Customer's cost; and
- d. make sure that Innomotics, its Affiliates, and their subcontractors have the right and access to use any Contributions.

### **7.2. Reasonable adjustments**

If Customer does not:

- a. provide its Contributions in accordance with the respective Order; or
- b. fulfill its obligations specified in this Section 7, or in the respective Supplemental Terms,

Innomotics will have the right to adjust the Order, including the time schedule and fees, to make up for any delay or reasonable additional costs Innomotics incurs.

### **7.3. Use of the Offerings**

Customer is solely responsible for any results and conclusions obtained from using the Offerings.

### **7.4. Security and safety**

Customer is responsible for:

- a. the protection of its Information Technology (IT) including all information and data contained therein from IT security incidents by means of appropriate and suitable technical and organizational measures;
- b. the use of the latest product versions and an immediate installation of software patches and updates that Innomotics makes available, following Innomotics' installation and further security instructions;
- c. taking appropriate steps to protect and retrieve its data, including by maintaining backup copies; and
- d. the safety of persons onsite.

If a party becomes aware of a possible IT security incident that may compromise the IT infrastructure of the other party, it will timely and confidentially notify the other party of the IT security incident, provide all necessary content, and keep it updated. It will take appropriate and proportionate measures to avert or at least limit the effects on the IT infrastructure of the other party.

### **7.5. No reverse engineering**

Customer will not reverse engineer, decompile, or copy Offerings or their parts unless allowed by mandatory law or the Agreement.

### **7.6. Installing Updates**

Customer is responsible to install any Updates received from Innomotics. If there is a risk of imminent harm to Customer or third parties, Innomotics may install Updates automatically by remote access or other means and without prior notice.

## **8. Innomotics' use rights**

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Innomotics and its Affiliates may:

- a. use for any purpose, in perpetuity, and at its own risk any comment or feedback Customer gives to Innomotics on Innomotics' Offerings, including suggestions for changes or enhancements, support requests, and error corrections;
- b. use data Innomotics collects in connection with the Offerings to provide and improve its products and services; and
- c. identify Customer by name or logo as part of a general customers list on websites and marketing materials.

## **Warranties**

### **9. Products warranty**

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Innomotics warrants that the Products will be free from Defects at the time of Delivery.

### **10. Products warranty period**

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#### **10.1. Original warranty period**

The warranty period for Products is 12 months following Delivery.

#### **10.2. Warranty period for replacements and repairs**

The warranty period for replaced or repaired parts of the Products is 6 months from the date of replacement or repair if the original warranty period expires earlier.

In any event, the warranty period shall end no later than 18 months from the beginning of the original warranty period.

## **11. Defects and claims**

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### **11.1. Inspection and notification**

Customer will inspect the Products and notify Innomotics in writing of any Defects without undue delay upon discovery and always within the applicable warranty period.

### **11.2. Remedies**

Innomotics will remedy all Defects at Innomotics' option by:

- a. repairing (onsite or remote) or replacing the defective Products or its non-conforming portion within a reasonable time; or
- b. refunding all or part of the purchase price of the Products or any non-conforming portion.

### **11.3. Duty of cooperation and reimbursement**

In case of a warranty claim, Customer will:

- a. at its own expense provide access to operation and maintenance data;
- b. at its own expense and at Innomotics' discretion:
  - remove and ship the Products or its non-conforming portion to Innomotics; or
  - grant Innomotics reasonable access to the Products and perform any disassembly and re-assembly necessary to allow Innomotics to perform its warranty obligations;
- c. at Innomotics' request, transfer title to the replaced defective portion to Innomotics; and
- d. pay Innomotics for any diagnostic and remedial work if it is established that no Defect existed.

## **12. Warranty exclusions**

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### **12.1. Time limit**

Any warranty claim is excluded after the applicable warranty period expires.

### **12.2. Excluded Defects**

Innomotics excludes any warranty for Defects that do not significantly impair the functionality or the use of the Products and for Defects resulting from:

- a. normal wear and tear;
- b. faulty or negligent handling, or unusually excessive use;
- c. noncompliance with instructions in the Order, manuals, and similar documents available to Customer;
- d. non-reproducible software errors;
- e. any cause outside of Innomotics' control;
- f. modifications, repair, installation, or commissioning made by anyone other than Innomotics or their authorized representatives; or
- g. not using an Update provided by Innomotics.

### **12.3. No warranties**

Innomotics does not warrant that the Products is compatible or interoperable, or functions in accordance with Customer's operating environment or IT requirements (unless expressly required in the Order).

## **13. Exclusive remedy**

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Sections 9-13 state Innomotics' entire liability and Customer's exclusive rights and remedy for warranty claims. Innomotics makes no other warranty, express, implied, or statutory, about the Products, including any warranties of merchantability or fitness for a particular purpose.

# **Intellectual property rights**

## **14. Ownership of Intellectual Property**

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Each party remains owner of its Intellectual Property.

## **15. License to use Firmware**

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Innomotics grants Customer a non-exclusive and non-transferable license to use the Firmware only for its operation. The license may be transferred only with the Products in which the Firmware is incorporated.

The software license and software maintenance services terms set forth in the Agreement (if any) will not apply to Firmware.

## Additional software terms

### 16. Code format

Offerings containing software will be delivered in executable form, unless the applicable Supplemental Terms specify delivery of source code. If Third-Party Terms require Innomotics to furnish Third-Party Technology in source code form, Innomotics will provide it upon:

- a. written request; and
- b. payment of any reasonable expenses.

### 17. Innomotics software terms

Supplemental Terms as specified in the Order may additionally apply for Innomotics' software.

### 18. Third Party Technology

In the event of a conflict with the terms of the Agreement, the Third-Party Terms prevail with respect to Third-Party Technology. Third-Party Terms for open source software shall also prevail in relation to the software or parts thereof insofar as the Third-Party Terms for open source software grant the Customer certain rights of use on the basis of the connection of open source software components with the software.

## Confidentiality and compliance

### 19. Confidentiality

#### 19.1. Protection and use

The receiving party will:

- a. protect Confidential Information by the same means it uses to protect its own (and always by at least reasonable means); and
- b. use Confidential Information only as required for the purposes of the Agreement.

#### 19.2. Limited disclosure

The receiving party will:

- a. only disclose Confidential Information:
  - to its employees and to the employees of its Affiliates, agents, advisors, and contractors who need to know it; or
  - with the disclosing party's consent; and
- b. make sure that all recipients are bound by confidentiality obligations as strict as those in the Agreement.

#### 19.3. Return

If the disclosing party requests it, the receiving party will return or destroy all Confidential Information. Copies required under applicable laws or created as part of a routine information technology backup may be kept but must remain confidential.

While performing under the Order, Innomotics' employees may gain general expertise, know-how, ideas, concepts, and techniques that are then retained in their unaided memories. Innomotics may use this residual knowledge without conditions or restrictions.

#### **19.4. Required disclosure**

If a governmental agency or law requires it, the receiving party may disclose Confidential Information, provided it:

- a. promptly gives written notice to the disclosing party (if the law allows); and
- b. works with the disclosing party to limit the scope of disclosure.

#### **19.5. Exceptions**

The above confidentiality obligations will not apply to any information that:

- a. is or becomes generally available to the public (without the receiving party having breached the Agreement);
- b. becomes available to the receiving party from a source other than the disclosing party (if the receiving party has no reason to believe that the information is confidential);
- c. was already in the receiving party's possession without an obligation of confidentiality; or
- d. is independently developed by the receiving party without the use of Confidential Information.

### **20. Data protection**

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Customer and Innomotics will both comply with applicable laws regarding data protection.

### **21. Export control compliance**

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#### **21.1. Export Regulations / No Re-Export**

- a. Customer will comply with all applicable Export Regulations.
- b. Customer will:
  - not sell, export or re-export, directly or indirectly, any Offerings to Russia or Belarus or for use in these countries.
  - undertake best efforts to ensure that the purpose of this Section 21.1.b is not frustrated by any third party further down the commercial chain.

#### **21.2. Required information**

Customer will promptly:

- a. inform Innomotics about any problems in applying Sections 21.1.b. and 21.4.d. including any relevant activities by third parties that could frustrate the purpose of Section 21.1.b.; and
- b. provide upon request information about (as applicable)
  - users, the intended use, the location of use, and the final destination of the Offerings; and
  - compliance with Section 21.

#### **21.3. Special data handling**

Before disclosing to Innomotics any information that is defense-related or requires controlled or special data handling, Customer will:

- a. notify Innomotics; and
- b. use the disclosure tools and methods Innomotics requires.

#### **21.4. Export checks for Offerings**

Before Customer performs any transaction with a third-party concerning the Offerings delivered by Innomotics, Customer will check and certify by appropriate measures (e.g. monitoring) that:

- a. Customer does not violate any Export Regulations with its use, transfer, or distribution of such Offerings, the brokering of contracts, or the provision of other economic resources in connection with Offerings, also considering any prohibitions to get around these (e.g., by undue diversion);
- b. Offerings are not intended for prohibited or unauthorized non-civilian purposes (for example: armaments, nuclear technology or any other defense and military use);

- c. Customer has screened all direct and indirect parties involved in the receipt, use, or distribution of the Offerings against all applicable restricted party lists of the Export Regulations concerning trading with the entities, persons, and organizations listed there; and
- d. the Offerings will not be:
  - exported directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries) to or for use in Russia or Belarus; or
  - resold to any third-party business partner without a prior binding commitment not to - directly or indirectly- export such Offerings to or for use in Russia or Belarus.

#### **21.5. Semiconductor development**

Customer will not, without Innomotics' prior written consent, use Offerings to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

#### **21.6. Reservation and suspension**

21.6.1. **Reservation.** Innomotics will not have to fulfill this Agreement, including any Order, if prevented by:

- a. impediments arising out of national or international foreign trade issues;
- b. impediments arising out of customs requirements; or
- c. any Export Regulations.

21.6.2. **Suspension.** Innomotics may be obliged under the Export Regulations to limit or suspend access to the Offerings by Customer or Customer's users.

#### **21.7. Breach of Export Regulations**

Any violation of this Section 21 is a material breach of the Order entitling Innomotics to:

- a. suspend or terminate the Order in accordance with Section 22 and 23; and
- b. in case of a breach of Section 21.1.b. to penalties in the amount of 5% of the fees of the Order.

## **Suspension and termination**

### **22. Suspension**

#### **22.1. Suspension right**

Innomotics may suspend the performance of its obligations under an Order by giving Customer written notice if:

- a. Customer's payment is more than 15 days late;
- b. Customer does not provide the required Contributions in accordance with the Order after a reasonable grace period; or
- c. Customer materially breaches the Order.

#### **22.2. Payment during suspension**

If Innomotics suspends performance, Customer will pay:

- a. the fees and costs related to any portion of the Offerings delivered or ordered before the effective date of suspension; plus
- b. any reasonable costs and expenses directly or indirectly incurred as a result of the suspension.

#### **22.3. Schedule adjustment**

If Innomotics resumes performance, Innomotics will adjust all affected schedules to reasonably accommodate the suspension. After 15 days' suspension for any reason, Innomotics may reassign personnel and already ordered (off the shelf) products.

## 23. Termination

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### 23.1. Termination right

Either Customer or Innomotics may terminate any Order upon written notice if the other:

- a. becomes bankrupt or insolvent;
- b. goes into liquidation;
- c. has a receiving order against it;
- d. compounds with its creditors;
- e. continues business under a receiver, trustee, or manager for the benefit of its creditors; or
- f. does not remedy a material breach within 30 days of notice.

The right to rescind an Order is excluded.

### 23.2. Payment if Customer terminates

If an Order is terminated by Customer under Section 23.1, Customer will pay the fees and expenses related to any portion of the Offerings delivered or ordered before the effective date of termination.

### 23.3. Payment if Innomotics terminates

If an Order is terminated by Innomotics under Section 23.1, Customer will pay:

- a. all agreed fees for the Offering, minus any expenditures avoided by termination; and
- b. all costs Innomotics incurred due to such termination.

### 23.4. Survival

Sections 5, 7.4, 7.5, 7.6, 8, 19, 21, 23.2, 23.3, 24, 25 and 27 will survive termination of the Order.

## Claims, liability, and dispute resolution

## 24. Intellectual Property Infringement

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### 24.1. Claim of Innomotics infringement

In case of an Infringement Claim, Innomotics will:

- a. defend, at Innomotics' cost, the Infringement Claim; and
- b. pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in settlement with Innomotics' consent.

### 24.2. Remedies

In case of an Infringement Claim, Innomotics may, at its option and expense, provide these remedies:

- a. obtain the right for Customer to continue the use of the Offerings;
  - b. modify the Offerings to become non-infringing; or
  - c. replace the infringing part of the Offerings,
- in case of **b.** and **c.** without materially affecting the functionality of the Offering.

### 24.3. Refund

24.3.1. **Conditions for refunds.** If remedies under Section 24.2 are not available at commercially reasonable expense, Innomotics may terminate any Orders including licenses for such Offerings and Customer will receive the refunds for the allegedly infringing portions of the Offerings specified in Section 24.3.2 ("Refunds"), provided that, after receiving Innomotics' notification, Customer:

- a. stops using the allegedly infringing portion of the Offerings; and

- b. returns all related portions of the Offerings in Customer's possession.

**24.3.2. Refunds.** Refunds will equal:

- a. for Products or perpetual software: the remainder of a 60-month amortization period from their initial delivery;
- b. for subscription services or time-based licenses: the remainder of their term; and
- c. for any other Offering: refund of prepaid fees for the infringing portion of the Offerings.

**24.4. No admission**

If Customer stops using the allegedly infringing Offerings (or a part of them) or complies in any other way with a third-party demand, Customer will notify the third-party claimant in writing that this is not an admission of infringement.

**24.5. Preconditions**

Any defense or remedies under this Section 24 are subject to Customer giving Innomotics:

- a. prompt written notice of the Infringement Claim;
- b. all requested information (including information about Customer's use of the Offerings) and reasonable assistance related to the Infringement Claim; and
- c. sole authority to defend or settle the Infringement Claim.

**24.6. Customer's prior consent**

Innomotics will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which Customer will not unreasonably withhold.

**24.7. Exclusions**

Innomotics will not have any liability or obligations as specified in this Section 24 to the extent that an Infringement Claim arises out of:

- a. not using a replacement, correction, patch, or new version of the Offering provided by Innomotics that performs substantially the same functions as the allegedly infringing Offering;
- b. using the Offering in combination with software, equipment, products, or other items not provided by Innomotics;
- c. using Offerings provided free of charge;
- d. any adjustment, modification, or configuration of the Offering not made by Innomotics;
- e. Customer's instructions, requests, specifications, and Contributions;
- f. using the Offerings for a purpose or in a manner not authorized by Innomotics;
- g. deliverables resulting from services; or
- h. information or data not provided by or on behalf of Innomotics.

**24.8. Claim of Customer's infringement**

If any allegation is made against Innomotics and/or its Affiliates based on a claim that the Contributions infringe an intellectual property right, then the obligations of Innomotics under Sections 24.1, 24.2, 24.5 and 24.6 shall reciprocally apply to Customer in favor of Innomotics and its Affiliates.

**24.9. Exclusive remedies**

This Section 24 sets out Innomotics' entire liability and Customer's sole and exclusive rights and remedy for infringement of third-party intellectual property rights.

**25. Liability**

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**25.1. Exclusive liability**

This Section 25 will exclusively govern Innomotics' liability for all claims, costs, damages, and indemnities, regardless of the form of action, whether based in contract, statute, tort (including negligence) or otherwise.

## **25.2. Scope of limitations**

The limitations and exclusions below:

- a. apply to:
  - Innomotics;
  - Innomotics' Affiliates; and
  - Innomotics' respective officers, directors, licensors, subcontractors, and representatives; and
- b. will not apply to the extent liability cannot be limited or excluded according to applicable law.

## **25.3. Limitation of liability**

- a. Innomotics' liability per event under the Order is limited to 20 % of the total fees paid under the Order for the Other Offering; and
- b. Innomotics' aggregate liability for all claims under the Order is limited to 100 % of the total fees paid under the Order for the Other Offering.

## **25.4. Exclusions of liability**

25.4.1. **Time limitations.** Any and all liability of Innomotics under the Order will cease with the expiry of the warranty liability period of the Offering and any claims by Customer will be excluded after 2 years from the date of the event giving rise to the claim.

25.4.2. **Disclaimer.** Even if foreseeable, Innomotics will never be liable for:

- a. any indirect, incidental, consequential, special, exemplary, or punitive damages;
- b. loss of production;
- c. interruption of operations;
- d. loss of use;
- e. loss or corruption of data;
- f. contractual claims of third parties;
- g. loss of revenue, profits, capital and interest, or anticipated savings; or
- h. any damages caused by Offerings provided free of charge.

## **26. Force majeure**

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### **26.1. No liability**

Neither party will be liable for a performance failure or delay (except related to any payment obligations) due to a Force Majeure event.

### **26.2. Time adaptation**

Impacted schedules in the Order will be reasonably adjusted for a Force Majeure event.

### **26.3. Termination right**

If a Force Majeure event continues for more than 180 days, either Customer or Innomotics may terminate the Order. Customer will pay Innomotics for the Offerings provided up to the date of termination.

## **27. Applicable law and dispute resolution**

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### **27.1. Applicable law**

This Agreement and any Order will be governed by the substantive laws, excluding choice-of-law rules, of Czechia.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## **27.2. Court proceedings**

All disputes arising out of or in connection with this Agreement or any Order will be finally settled before courts of Czechia having local and subject-matter jurisdiction according to legal seat of Innomotics. To the extent permissible under applicable law and to the extent it would not result in the invalidity or inapplicability of this Section 27, the parties agree that Innomotics, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, (ii) to obtain injunctive relief, or (iii) for the payment of fees related to any Offering.

# **General clauses**

## **28. Notices**

Notices will be in writing and sent to the address specified in the applicable Order.

## **29. No restrictions**

Subject to confidentiality, nothing in the Agreement or the Order restricts Innomotics from providing services to third parties similar or identical to the services provided to Customer.

## **30. Affiliates and subcontractors**

Innomotics may use Affiliates and subcontractors to fulfill its obligations under the Order. Innomotics remains responsible for its obligations and those of its Affiliates and subcontractors.

## **31. Independent relationship**

Nothing in the Agreement or the Order creates a partnership or an employment relationship between Innomotics and Customer or any of their respective personnel.

## **32. Order of precedence**

In the event of a conflict between the Order, these GTC and any Supplemental Terms, the following order of precedence applies:

- a. Order (excluding any Customer general terms and conditions, even if the document states differently);
- b. applicable Supplemental Terms; and
- c. these GTC.

## **33. Entire Agreement**

The Order is the entire agreement with respect to its subject matter and supersedes and extinguishes any previous or contemporaneous agreements, assurances, warranties, or representations.

Each party agrees that it shall have no remedies in respect of any statement or representation (whether made innocently or negligently, but excluding any made fraudulently) that is not set out in the Agreement.

If a translation of the Agreement conflicts with the original, the English language version will prevail.

The terms of any purchase order or other document from Customer are excluded and such terms will not apply to any Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.

## **34. No assignment**

Neither party may assign or otherwise transfer (by operation of law or otherwise) its respective rights or obligations under the Agreement or any Order without the written consent of the other. However, Innomotics may assign to an Affiliate or an acquirer of all or substantially all the business covered by the Agreement or any Order.

### 35. No waiver

Failure to enforce a provision of the Agreement or any Order will not be considered a waiver.

### 36. Agreement and Amendments

This Agreement and any amendments to it can only be effective if made in writing and signed by both parties (either manually or by an electronic system specified by Innomotics).

### 37. Validity

If any provision of the Agreement or any Order is invalid, illegal, or unenforceable, the remaining provisions will not be affected. Such provision will be deemed to be restated in accordance with applicable law to reflect the parties' original intent.

## Definitions

<b>Affiliate</b>	Any legal entity that, directly or indirectly: is controlled by a party; controls a party; or is controlled by a legal entity that directly or indirectly controls a party.
<b>Confidential Information</b>	Information that: is disclosed by one party, its Affiliates, or their subcontractors to the other party or their Affiliates; is marked or declared as confidential (or that any reasonable person can recognize as confidential in its nature); and includes the terms of the Agreement and any Order, Offerings, Innomotics-owned Intellectual Property, and any information Customer derives from benchmarking any Offering.
<b>Contract Year</b>	The 12-month period starting with the effective date of an Order or its anniversary.
<b>Contributions</b>	Everything Customer (or someone on behalf of Customer) must provide or perform in connection with an Order so that Innomotics can perform the Offerings, including all preparatory work, assistance, documents, information, data, and approvals.
<b>Defect</b>	Non-conformance of the Products to the Innomotics specification set out in or referred to in the Order.
<b>Delivery</b>	Making the Products available to Customer in accordance with the INCOTERMS®2020 stated herein.
<b>Documentation</b>	Instructions for use, learning materials, technical and functional documentation, and API (Application Programming Interface) information made available with the applicable Offering which may be updated by Innomotics from time to time.
<b>Export Regulations</b>	All applicable sanctions, embargoes, and (re-)export control regulations and in any event those of the European Union, the United States of America and any locally applicable jurisdiction.
<b>Firmware</b>	System software incorporated into the Products.
<b>Force Majeure event</b>	Any event which is beyond the reasonable control of a party, its affiliates or its subcontractors, which could not have been prevented by good industry practice including, but not limited to, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Innomotics' IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.
<b>Information Technology (IT)</b>	All aspects of technology used to develop, transfer and store information and data including but not limited to Products, software, IT systems, networks, Internet-enabled applications, cloud applications used by them and common IT interfaces.

<b>Intellectual Property</b>	Rights in data, software, ideas, know-how, or any other proprietary material or information.
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