

Componenta General Terms and Conditions of Purchase

1. GENERAL

- 1.1. These General Terms and Conditions of Purchase are applied to all contracts under which Componenta Corporation or a company within its group of companies (hereinafter referred to as "Componenta") buys goods or services from another company (hereinafter referred to as the "Supplier"). Componenta and the Supplier are referred to individually as "Party" and together as "Parties".
- 1.2. Componenta reserves the right to change these General Terms and Conditions of Purchase. The General Terms and Conditions of Purchase are available from Componenta's contact person and on Componenta's website.
- 1.3. Unless expressly otherwise agreed in writing in advance (including wording stating the Parties' intention to change a specific Clause of these General Terms and Conditions of Purchase) between the Parties, these General Terms and Conditions of Purchase shall prevail in the event of a discrepancy between these General Terms and any other written or oral agreement between Componenta and the Supplier. The applicability of any general terms and conditions of the Supplier is hereby expressly rejected even if attached to an order confirmation of the Supplier or other correspondence.

2. DEFINITIONS

- 2.1. "Agreement" shall mean the General Terms together with the Order.
- 2.2. "General Terms" shall mean these General Terms and Conditions of Purchase.
- 2.3. "Incoterms" shall mean the international rules for the interpretation of the trade terms of the International Chamber of Commerce (ICC) as set out in the version of the Incoterms published by the ICC in force at the time the Agreement is entered into between the parties.
- 2.4. "Order" shall mean an order, or a separate pricelist delivered by Componenta to the Supplier for purchasing goods or services from the Supplier.
- 2.5. "Products" shall mean the separately specified products that the Supplier shall supply to Componenta.
- 2.6. "Services" shall mean the separately specified services that the Supplier shall provide to

Componenta.

- 2.7. "Service Deliverables" shall mean the separately agreed deliverables and results of the Services.

3. ORDERS AND APPLICABILITY OF THE GENERAL TERMS

- 3.1. The Supplier approves Componenta's Order by sending an order confirmation or by delivering products and providing services subject to the Order to Componenta, at which point the Agreement shall come into existence.
- 3.2. The Agreement shall be deemed to have come into existence, and the Supplier shall be deemed to have approved the Order, in accordance with the content set forth in the Order by Componenta. Any suggestions for modifications by the Supplier shall be communicated to Componenta in writing within two (2) business days of the date of the Order. Failure to communicate such suggestions within the time stated above shall be deemed an acceptance of the Order. All suggestions for modifications by the Supplier require the written consent of Componenta before such modifications can be deemed approved by Componenta.
- 3.3. Any acknowledgements of receipt, confirmations, or approvals of Componenta conflicting with the General Terms are not binding on Componenta and are solely for the purpose of acknowledgement of receipt unless otherwise mutually agreed in writing.

4. QUALITY

- 4.1. The Products and Services shall fully meet mutually agreed specifications, or specifications set forth in the Order, and comply in terms of quality with the data that the Supplier has presented for its Products or Services in connection with the Order or otherwise. If quality standards and equivalent criteria are not specified for the Products or Services sufficiently accurately in the Order or otherwise, the Products or Services shall always meet the minimum standard requirements of the industry. The Supplier agrees to deliver relevant certificates together with the Products.
- 4.2. The Supplier is not allowed, without Componenta's written consent, to change the specifications of the Products or Services, manufacturing methods or raw materials of the Products, the subcontractors employed, or the manufacturing or production locations.

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4.3. The Supplier agrees to continuously monitor the quality of the Products and Services. If requested, the Supplier shall be prepared to provide Componenta with reports concerning the quality level of the Products or service levels relating to the Services.

4.4. Componenta or its designated agent has the right, upon prior notice, to visit the Supplier's and its subcontractors' premises for the purpose of (a) conducting technical audits, testing and inspections; or (b) conducting quality assurance audits testing and inspections; or (c) verifying that the Products and Services are compliant with Componenta's specifications and other requirements of the General Terms. Such a visit, inspection, or audit shall not constitute or imply acceptance of any Products or Service Deliverables.

4.5. Componenta has no obligation to carry out an acceptance inspection for the Products or the Service Deliverables. If Componenta provides the Supplier or its subcontractors with materials, components, services, or specifications pertaining to the Products for manufacturing or delivery purposes or for provision of the Services, the Supplier shall confirm the suitability of the materials, components, services, or specifications provided by Componenta. If the Supplier detects defects or deficiencies in the components, materials, services, or specifications provided, the Supplier shall immediately notify Componenta in writing. The Supplier is responsible for all faults or defects for which it has neglected its obligation to notify Componenta.

5. CHANGES

5.1. Componenta has the right to propose changes to the Products or Services and delivery times until the delivery date of the Products or Services.

5.2. Following receipt of Componenta's proposals for change, the Supplier shall without undue delay inform Componenta about the feasibility of the changes.

5.3. The Supplier is responsible for making all changes to the Products or Services that are due to legislation, regulatory orders, or their amendments at its own expense.

6. PACKAGING

6.1. All Products shall be packaged in accordance with the instructions of Componenta. Products' packaging shall, in all circumstances, protect the Products from

damage, breakdown and corrosion during transportation, unloading and storage. All packaging materials, including without limitation containers and pallets, shall be free from insects, pests, and vermin. The Supplier is responsible for any damage caused by non-conforming or defective packaging.

6.2. Ecologically compatible packaging materials are preferred in packaging the Products.

6.3. Unless otherwise agreed, Componenta has no obligation to return product packaging to the Supplier.

7. DELIVERY AND LATE DELIVERY

7.1. On-time delivery in accordance with the Order is a material condition of the General Terms. If the delivery date is not specified in the Order, the Products or Services shall be delivered without any undue delay after receiving the Order.

7.2. All documents related to the Products delivered shall include at least Componenta's order number, the product number and name of the Products ordered, the Supplier, the sender, Componenta's purchasing unit, the receiver, the complete delivery address, and the quantity of the Products.

7.3. The Supplier agrees to notify Componenta immediately in writing of any anticipated delay in meeting the agreed delivery date. The Supplier shall inform Componenta about the duration and reason of such an anticipated delay, and the Supplier shall propose a new delivery date. Componenta may require that the Supplier deliver the Products or, if applicable, provide the Services to Componenta at its own expense, using the fastest possible delivery method. Componenta has no obligation to accept the new delivery date proposed, and the notification of a new delivery date does not release the Supplier from any penalties for delay or other liabilities. Any penalty for a delayed delivery is always calculated from the original agreed delivery date, even if Componenta has accepted the Supplier's proposal for the new delivery date.

7.4. Componenta shall not accept the Products or Service Deliverables before or after the agreed delivery date unless otherwise agreed. Componenta shall not accept any partial deliveries of the Products or Service Deliverables, unless otherwise agreed in writing. The Supplier shall be liable for any costs or damage incurred by Componenta as a result of the Supplier's non-conformance with agreed delivery dates.

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7.5. The Supplier agrees to deliver the Products or Services to Componenta in accordance with the agreed or forecast volumes. The agreed or forecast volumes are not binding on Componenta. The Supplier guarantees the sufficiency of the Products or Services for as long as Componenta wishes to order them.

7.6. The Supplier agrees to monitor any order forecasts of Componenta and agrees to reserve manufacturing or service capacity for Componenta based on these forecasts. The Supplier agrees to inform Componenta about the extent to which it can meet Componenta's order forecasts.

7.7. If the delivery of the Products or Services is delayed, the Supplier shall pay one (1) per cent of the value of the delivery as a contractual penalty for each day of delay. The contractual penalty shall become due when requested by Componenta. The contractual penalty does not affect the amount of any compensation for damage.

7.8. If the delivery of the Products or Services is delayed by more than fourteen (14) calendar days, Componenta shall be entitled to terminate the Agreement in whole or in part without paying any compensation to the Supplier. If Componenta has made an advance payment for the terminated Agreement, such an advance payment shall be immediately returned to Componenta. Termination of the Agreement does not affect the amount of any penalty for delayed delivery and compensation for damage.

7.9. Componenta has the right to postpone agreed delivery dates without paying any compensation to the Supplier.

8. DELIVERY TERMS

8.1. The Supplier shall make the Products and Services available to Componenta on the delivery terms specified in the Order.

8.2. Unless otherwise agreed in writing, the term of delivery shall be FCA (Free Carrier) the Supplier's address specified in the Order.

9. TITLE AND RISK

9.1. The risk of loss and title to the Products or, if applicable, to the Services shall pass from the Supplier to Componenta upon completion of delivery in accordance with the agreed delivery term. However, if the Supplier is responsible for

installation, implementation, integration, or commissioning, the passing of risk shall remain with the Supplier until completion of such work.

9.2. If Componenta is unable to receive the Products or any part thereof on the agreed delivery date, the risk of such Products shall pass to Componenta when such Products have been stored by the Supplier as agreed by Componenta.

9.3. The Supplier hereby waives all rights and powers it may have in relation to the right of retention of title, the right of recovery, and the right to reclaim Products.

10. PRICES AND PAYMENTS

10.1. The Parties seek to develop their cooperation in such a way that there will be a continuous downtrend in the costs of the Products or Services and agree to share all cost-related benefits equally between the Parties.

10.2. The prices and, if applicable, the substance of the Products or Services are indicated in Componenta's order or in a separately agreed valid pricelist. One-sided price increases are not allowed. Unless otherwise agreed, the payment term is ninety (90) days after the date on which the Products or Service Deliverables have been received and accepted by Componenta.

10.3. The Supplier confirms that the prices paid by Componenta for the Products or Services are at least as advantageous as the prices that the Supplier charges its other similar customers.

10.4. The invoice provided by the Supplier shall comply with statutory requirements and include e.g. a VAT registration number and business ID.

10.5. If the Supplier provides invoices with insufficient or faulty information, Componenta has the right to refrain from paying until an accurate invoice has been provided by the Supplier. In addition, Componenta reserves the right to charge the Supplier for any additional costs incurred by Componenta as a result of an insufficient or faulty invoice. Such additional costs may be deducted from the invoice amount.

10.6. Componenta is not responsible for acknowledging the Supplier's invoice if the invoice has been delivered before the receipt and acceptance of the Products or Service Deliverables. Componenta is not responsible for paying the

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invoice if the Supplier has failed to deliver the Products or Services subject to the invoice and other documentation in the correct amount, free from defects, and at the correct time.

- 10.7. Componenta has the right to offset the Supplier's invoices against its receivables. The Supplier is obligated to provide a credit note upon Componenta's request. Componenta may withhold the payment of the Supplier's invoices if there is a discrepancy in the content of the delivery between the Parties. The payment made by Componenta does not mean that Componenta has approved the Products or Service Deliverables and their delivery.

11. LIABILITY FOR DEFECTS

- 11.1. To the extent applicable for the performance of the Order, the Supplier shall comply with all quality requirements of Componenta, as well as all specification requirements and any other requirements set out in the Order.

- 11.2. The Supplier guarantees that all Products and Services shall conform to the Agreement and shall be free from defects in material and workmanship, and if the Supplier is responsible for the design, the Supplier further guarantees that all Products shall be free from defects in design. The Supplier guarantees that the Products and Services are fit and safe for the intended purpose and can be used in respect of regulatory permits or other equivalent authorisations.

For the Services, the Supplier guarantees that services shall be performed with reasonable skill, care, and diligence and shall conform to any service description and/or required service levels and/or KPIs (Key Performance Indicators) specified in the Agreement.

For Products or Services that are or contain software or involve software development, and for any software the Supplier licenses to Componenta, the Supplier guarantees that the software is a currently supported version, is fit for Componenta's intended purpose, and at the time of delivery is free of any computer viruses and other harmful, malicious, or hidden programs, data, or other computer instructions. The Supplier guarantees that no part of the Service includes, is integrated, bundled, or linked with any Open Source-based software. No deviation from this warranty shall be valid unless explicitly accepted by Componenta.

- 11.3. The warranties in accordance with Clause 11.2 shall apply for a period of thirty-six (36) months from delivery to Componenta.

- 11.4. If any Products or Services show non-conformance, the Supplier shall promptly replace or re-perform or, where appropriate, repair or rectify any such non-conformance at its own expense within 30 (thirty) days of receipt of written notice of non-conformance, and without prejudice to Componenta's other rights and remedies. The Supplier shall be responsible for all costs related to such a replacement, re-performance, repair, or rectification action. If the Supplier fails to promptly repair, rectify, or replace any non-conformance subject to Componenta's instructions, Componenta may, without prejudice to its other rights and remedies, (a) choose to accept the non-conformance and be entitled to reasonably adjust the Order price; or, at the Supplier's expense and risk, (b) rectify or arrange to have rectified such non-conformance by itself or by a third party, and the Supplier shall reimburse Componenta all costs and expenses resulting therefrom; or (c) procure the Products or Services from alternative sources in order to meet customer requirements. Without the Supplier's express written request, Componenta does not have an obligation to return defective Products or Service Deliverables or their parts. Return of defective or non-conforming Products, or if applicable, Service Deliverables and transportation of replacement Products, or if applicable, Service Deliverables, shall be at the Supplier's expense and risk. The warranty period for repaired or replaced Products or Service Deliverables shall be as set forth in Clause 11.3.

- 11.5. In the event of a claim by Componenta, the Supplier may be charged a fixed claim handling cost of EUR 100 (excl. VAT) for each claim.

- 11.6. If a similar defect can be expected to exist in other Products or Services Deliverables that the Supplier has delivered to Componenta, the Supplier agrees to respond to all claims concerning the Products or Service Deliverables on behalf of Componenta and replace all Products or Service Deliverables in which a similar defect can be expected to exist.

- 11.7. The Supplier is liable for any damage or loss caused by the Products or Service Deliverables to third parties.

- 11.8. The Supplier confirms that it has taken and maintains sufficient liability insurance to cover any damage caused by the Products or Service Deliverables to the Products, to any third products or services used in connection with the Products or the Service Deliverables, as well as to its own and

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Componenta's employees and third parties. The Supplier's insurance shall cover the transportation and use of the Products. The Supplier agrees to present such insurance certificates to Componenta upon request.

- 11.9. If a defect is detected in the Product or Service after Componenta uses or processes the Products or Services, the Supplier shall be responsible for all costs caused to Componenta by the defective Products or Service Deliverables.

12. COMPLIANCE AND SUSTAINABILITY

12.1. The Supplier undertakes to comply with Componenta's ethical principles (e.g. Componenta Code of Conduct) and guarantees that no conflict exists between these and the Supplier's own principles and activities.

12.2. The Supplier shall ensure that the Products and Services conform with all applicable laws and regulations, including those regarding registration, evaluation, authorisation, and restriction of use of hazardous substances and chemicals (REACH). The Products shall be in compliance with any environmental and safety regulations prescribed in the law or by the authorities in the country where the Products will be manufactured, operated or used. The Supplier shall furnish Componenta with all relevant documentation and information about the Products and Services to enable Componenta to comply with all applicable environmental regulations, health and safety regulations, and licences and permits in the use of the Products and, if applicable, the Service Deliverables.

12.3. With regard to environmental responsibility, the Supplier shall apply the following principles:

- evaluate and mitigate the environmental impact of its own products and services throughout their lifecycle; and
- work on efficiency- and safety-critical technology, using all material resources responsibly, to achieve sustainable growth that respects the environment and the rights of future generations; and
- ensure it applies a sustainability model of similar type within their own manufacturing process and/or supply chain.

12.4. The Supplier undertakes, within the framework of its business relationship with Componenta, not to offer or grant, promote or accept any advantages

which are in breach of applicable anti-corruption and anti-bribery regulations either in its business dealings or when dealing with governmental officials.

12.5. The Supplier undertakes, within the framework of its business relationship with Componenta, not to make any agreements with other companies or to agree concerted practices with other companies aiming to or bringing about a prevention, restriction or distortion of competition under applicable antitrust regulations.

12.6. The Supplier shall comply with the respective statutory provisions governing the treatment of employees, environmental protection, and health and safety at work, and shall work to reduce the adverse effects of its activities on human beings and the environment. The Supplier guarantees that it shall comply with the applicable laws governing the general minimum wage and commit possible sub-suppliers engaged by it to the same extent. Upon request, the Supplier shall provide evidence of compliance with the foregoing guarantee. In the event of a breach of the foregoing guarantee, the Supplier shall hold Componenta harmless from all third-party claims and is obligated to reimburse any fines imposed on Componenta in this connection.

12.7. In the event of a suspected violation of the obligations under Clauses 12.1 to 12.6, the Supplier shall investigate any possible violations without undue delay and inform Componenta of the investigation measures taken. If the suspicion proves justified, the Supplier shall inform Componenta within a reasonable period of the measures that it has taken internally within its organisation to prevent future violations.

12.8. In the event of severe violations of the law by the Supplier and in the event of severe violations of the provisions of Clauses 12.1 to 12.6, Componenta reserves the right to withdraw from the existing contracts or to terminate them with immediate effect.

13. FORCE MAJEURE

13.1. Neither Party shall be liable for any failure to perform, or delay in performing, any of its obligations if and to the extent that the failure or delay is caused by a force majeure event, provided that such a failure or delay could not have been prevented by reasonable precautions.

13.2. Force majeure events are events beyond the Party's control that render the performance of the

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Agreement impossible or unreasonably onerous on the Party in question, including without limitation an act of God, an act of a public enemy, trade and currency restrictions, war, blockage, a national-level strike, a riot, lightning, fire, storm, flood, explosion, epidemic, and government restriction.

- 13.3. An event shall be considered a force majeure event only if it could not be foreseen at the time of the entering into the Agreement between the Parties.
- 13.4. The Party invoking a force majeure event shall notify the other Party thereof immediately in writing, as well as of the cessation of the force majeure event. Notwithstanding any provisions contained in these General Terms stipulating otherwise, the Party shall be entitled to terminate the Agreement by giving the other Party written notice thereof if the force majeure event has delayed the performance of the Agreement by more than three (3) months.

14. PREMATURE TERMINATION

- 14.1. Without prejudice to any of its other rights and remedies, Componenta may immediately terminate the Order in whole or in part by a written notice to the Supplier, whereupon the Supplier shall immediately cease all work on that Order. Componenta shall pay the Supplier the price of all Products and Services which the Supplier has justifiably produced, provided, and completed up to the date of such a termination.
- 14.2. If Componenta has reasonable grounds to believe the Supplier will be unable to substantially fulfil its obligations under the Agreement, Componenta may require the Supplier to provide reasonable written evidence that the Supplier will fulfil its obligations. If the Supplier fails to provide such evidence within 30 (thirty) days of Componenta's request, Componenta may treat that failure as a material breach and terminate the relevant Order or the Agreement relating to the Products or Services in whole or in part without any liability.
- 14.3. Either Party has the right, without prejudice to its other rights and remedies, to immediately terminate any Order or the Agreement without liability if the other Party commits any material breach of any of its obligations under the Agreement which, if the breach is remediable, it fails to rectify within a reasonable notice period stated by the first Party in its written notice of that breach. Either Party has the right, without prejudice to its other rights and remedies, to immediately terminate any Order or the Agreement without liability if the other Party ceases or threatens to cease to carry on its

business or a substantial part of it, or is unable to pay its debts within the meaning of the applicable law as defined below; is declared bankrupt; enters into liquidation whether compulsory or voluntary, except as a solvent company for the purposes of amalgamation or reconstruction; or has an administrator or administrative receiver of the whole or part of its assets appointed.

- 14.4. All the provisions of these General Terms that should, due to their nature, survive the termination of the Agreement between the Parties shall survive the termination thereof.

15. CONFIDENTIALITY

- 15.1. The Parties may exchange and disclose to each other certain Confidential Information. A party ("Recipient Party") shall not disclose to third parties or use for any purpose other than for the proper fulfilment of the Agreement any information of a confidential nature, including, without limitation, trade secrets, specifications, drawings, commercial information, volumes or administrative and operational information, business information relating to supplies, pricing, costs, profits, business plans and strategies, or customer and vendor lists ("Confidential Information") received from the other party ("Disclosing Party") in whatever form under or in connection with the Agreement without the prior written permission of the Disclosing Party, except information which was:
 - a) already known to it without any obligation of confidence prior to its receipt thereof from the Disclosing Party;
 - b) subsequently disclosed to it lawfully by a third party that did not obtain the same (whether directly or indirectly) from the Disclosing Party;
 - c) in the public domain at the time of receipt by the Recipient Party or subsequently entered into the public domain other than by reason of the breach of the provisions of this Clause or any obligations of confidence owed by the Recipient Party to the Disclosing Party; or
 - d) required to be disclosed by law, regulation, order, or regulators.
- 15.2. Obligation to obtain prior written permission shall not apply if the Party is disclosing Confidential Information to permitted subcontractors, subject always to confidentiality provisions being materially the same as those set out herein. The Recipient Party may only disclose Confidential

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Information to its representatives and permitted subcontractors on a need-to-know basis in connection with the Agreement. The Recipient Party shall, at its sole cost and expense, ensure that the confidentiality provisions of the Agreement are known, understood, and complied with by its representatives and permitted subcontractors. The Supplier shall indemnify and hold Componenta harmless in the event of any breach of such provisions by any such third parties.

15.3. If the Recipient Party or any of its representatives believe it is required by law or is otherwise obligated to disclose any Confidential Information to any third party for any reason, the Recipient Party shall provide the Disclosing Party with immediate written notice of such a requirement or obligation to enable the Disclosing Party to seek appropriate protective relief, or to take steps to resist or narrow the scope of any required disclosure. The Recipient Party shall cooperate with the Disclosing Party with respect to such matters and shall, in any event, disclose only such Confidential Information that it has ascertained it is legally compelled to disclose, and shall ensure to the best of its ability that all Confidential Information thus disclosed is treated confidentially. The Recipient Party shall always notify the Disclosing Party in writing of the means, content, and timing of such a disclosure prior to such a disclosure being made.

15.4. All specifications and drawings relating to the Order or the manufacturing thereof that have been furnished by one Party to the other prior to the entering into the Agreement or thereafter remain the property of the furnishing party. The Party receiving any such specifications, drawings, or other technical documents may only use the said documents for the purpose for which they were provided.

15.5. The Supplier shall notify Componenta immediately on becoming aware of a breach or a potential breach of confidentiality provisions and shall inform Componenta of the actions it is taking to prevent or remedy such a breach or potential breach to ensure the mitigation of risks to Componenta. Componenta reserves the right to take its own action against any third party that misuses or might reasonably misuse Componenta's Confidential Information and to direct the Supplier to take certain actions.

15.6. Upon expiry or termination of the Order or the

Agreement, the Recipient Party shall destroy, or return upon request, any Confidential Information, including all copies, belonging to the other Party disclosed in relation to that Order or the Agreement. The Recipient Party acknowledges that it has no rights of use in or to such Confidential Information after the return date or the date of destruction.

15.7. If the Parties have signed a separate confidentiality agreement, such an agreement shall be applied in addition to this Clause.

16. PERSONAL INFORMATION

16.1. To the extent the Supplier is processing the personal data of any employee or contractor of Componenta, the Supplier shall:

- a) put in place technical and organisational measures to ensure that personal data is protected against loss, destruction, and damage, and against unauthorised access, use, modification, disclosure, or other misuse;
- b) use the personal data obtained only for the purposes of fulfilling its obligations under the Agreement;
- c) comply with the relevant laws on the protection of personal information (including but not limited to General Data Protection Regulation EU-2016/679) and with Componenta's instructions in connection with the use of such personal data valid at the time;
- d) not transfer personal data which has been obtained by or made available to the Supplier to any country outside the European Union or the European Economic Area without obtaining the prior written consent of Componenta; and
- e) upon termination of the Order or the Agreement, for whatever reason, cease processing the personal data.

The Supplier shall, at all times during and after the contract period, indemnify Componenta and keep Componenta indemnified for and against all losses, damages, costs or expenses, and other liabilities (including legal fees) incurred by, awarded against, or agreed to be paid by Componenta arising from its breach of this Clause.

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17. THIRD-PARTY RIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 17.1. Each Party shall retain all rights, title, and interest in and to its intellectual property. Nothing in these General Terms shall transfer ownership of intellectual property rights from or to any Party. No rights or licences in intellectual property shall be granted, save as expressly set out in the General Terms.
- 17.2. The Supplier shall ensure that the Products and Services, as well as the production process, do not infringe any third-party rights, including without limitation patent rights, utility patent rights, copyrights, design rights, trademark rights, or any other rights with regard to intellectual property.
- 17.3. The Supplier shall be liable for any expenses and damages resulting from the infringement of third-party rights, including legal fees and expenses. If any allegation is made or any claim asserted against Componenta, or any person claiming title from or through Componenta, that any act undertaken or proposed to be undertaken in relation to the Products or Services constitutes a violation or infringement of an intellectual property right held by a third party, the Supplier shall indemnify Componenta and hold Componenta harmless for and against any loss or damage (including, without limitation, all costs and expenses) arising directly or indirectly from such an allegation or claim howsoever caused, unless the allegation or claim is the direct result of the Supplier following a design or process required by Componenta.
- 17.4. In the event of such an allegation or claim being received from a third party in accordance with Clause 17.3, the Supplier shall, at its own expense:
- a) arrange a settlement granting Componenta the right to use the Products or Service Deliverables; or
 - b) change or amend the Products or Service Deliverables so that the alleged infringement ceases, provided that the change is such that it may reasonably be accepted by Componenta; or
 - c) replace Products or Service Deliverables with similar or interchangeable ones which do not infringe any third-party intellectual property rights, provided that the replacement is such that it may reasonably be accepted by Componenta.

- 17.5. The Parties undertake to inform one another immediately of all risks of violation or alleged violations of which they become aware, and to provide each other with all reasonable support, without charge, to avert any possible claims.
- 17.6. The Supplier hereby grants Componenta the global, perpetual, irrevocable, paid-up, sub-licensable right to use all intellectual property rights included in the Products or Service Deliverables (a) to fulfil its obligations under the Agreement; and (b) to use and benefit from any intellectual property rights owned, developed, conceived, acquired, or obtained by the Supplier as part of the manufacturing of the Products or provision of the Services during the performance of the Order or the Agreement.
- 17.7. Neither Party shall use the other Party's name or trademarks in any publicity without the other Party's prior written permission.

18. SEVERABILITY

- 18.1. If any provision of the Agreement between the Parties is declared invalid or unenforceable, the remaining provisions of the Agreement shall not be affected thereby but shall remain in full force and effect and be binding upon the Parties. Without prejudice to the aforesaid, the Parties shall attempt through negotiations in good faith to replace the invalid or unenforceable provision with a provision closest to the mutually intended meaning of such provision and the spirit of the Agreement.

19. TRANSFER OF RIGHTS AND THE USE OF SUBCONTRACTORS

- 19.1. The Agreement between the Parties and the rights and obligations specified therein are binding only upon the Parties and their respective legal successors and may not be assigned to any third party. Notwithstanding the generality of the aforesaid, Componenta shall be entitled to (a) assign the Agreement, in whole or in part, to any group company within Componenta's group, and (b) assign and transfer its receivables under the Agreement to a third party.
- 19.2. The Supplier is entitled to use subcontractors with Componenta's written consent. The Supplier shall be responsible for the action of its subcontractors as for its own.

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20. AMENDMENTS

- 20.1. Any amendment to the General Terms shall require a written agreement signed by an authorised signatory of the Parties concerned, and such an agreement shall expressly state that the General Terms are being amended.

21. APPLICABLE LAW AND DISPUTE RESOLUTION

- 21.1. All Agreements shall be governed by and construed in accordance with the laws of Finland, excluding the application of its conflict of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy, or claim arising from or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The arbitration proceedings shall take place in the English language.