

## NL ACOUSTICS PRODUCT SALES TERMS

**1. APPLICATION OF THE TERMS**

These general sales terms ("Terms") apply to, and form part of, Agreement(s) on the sales of all sound recording, analyzing and processing equipment and any such software that is included in the equipment ("Products") provided by NL Acoustics Oy ("Supplier") to its customers ("Customers"). Without limiting the foregoing, any additional or conflicting terms specified in any purchase order or other document issued by Customer are, unless specifically acknowledged and agreed by Supplier in writing, deemed proposals only and are hereby rejected. Supplier and Customer are also hereinafter referred to each as a "Party" and together as the "Parties".

These Terms will also be applicable in case a reseller of Supplier is selling the Products to the Customer and these Terms have been attached to that contract. In such situations, the reseller is considered to be Supplier under these Terms and the reseller assumes all rights and obligations towards Customer. In such a case NL Acoustics Oy is not a contracting party with Customer and any and all claims should be made to the reseller alone.

**2. DEFINITIONS**

The following terms shall have the meanings assigned to them herein, unless otherwise agreed in the Agreement:

**"Agreement"** shall mean an agreement, in which the Parties agree in writing on sales of Products to Customer, such as (i) an agreement signed (manually or electronically) by the Parties, (ii) Supplier's offer accepted in writing (by manual signature, email confirmation or otherwise electronically) by Customer, or (iii) Customer's order accepted by Supplier (by manual signature, email confirmation or otherwise electronically).

**"Error"** shall mean an error in the Product's material or workmanship, which causes the Product not to function at all or not to function materially as set out in the user manual.

**"Intellectual Property Rights"** shall mean any and all intellectual property rights, such as patents, inventions, rights in designs, rights in know-how, trademarks, database rights, trade secrets, domain names, techniques, methods and copyrights (including without limitation right to amend and further develop as well as assign one's rights), in each case whether registered or not, whether registrable or not, and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world.

**3. ORDERING AND DELIVERY OF THE PRODUCTS, RISK AND TITLE**

Customer shall place each Order in writing as instructed by Supplier from time to time. The Orders are subject to a written acceptance by Supplier and there is no obligation for Supplier to accept an Order. Supplier's acceptance is deemed if Supplier delivers ordered Products.

Customer shall in each Order include amount of ordered devices and inform a delivery schedule for the Order. The delivery schedule shall be based on Supplier's delivery times. The first delivery batch of a scheduled Order needs to have a minimum of 20% of the total number of the devices ordered. When placing the Order, the Customer shall also inform the delivery schedule for the remaining devices. Deliveries for the remaining items need to take place within a maximum of six (6) months' time from the initial order date. The Customer can request a change in the scheduled delivery dates once, but it cannot differ more than 30 days from the prior agreed delivery dates.

Supplier will use reasonable efforts provide the Products within the agreed delivery times. Supplier will notify Customer of any expected delays.

Customer shall examine the Products as upon delivery. Customer shall notify any defect in quality, volume, weight or condition of the Products or their failure to correspond with specifications to Supplier in writing within 14 days from (i) date of delivery or (ii) (where the defect or failure was not apparent on reasonable inspection) the date the defect or failure was or ought to have been discovered. If Customer fails to notify Supplier accordingly, Customer shall be treated as having waived all claims connected with the matter which should have been notified.

Any possibly agreed support services will be provided with due care and in a

professional manner. The support services provided by Supplier shall be deemed accepted if Customer does not report Errors within seven (7) days after services have been delivered.

Unless otherwise agreed, delivery term will be FCA Supplier's factory in Finland (Incoterms 2020). Risk of loss and damage to the Products will pass to Customer upon delivery thereof. However, ownership of the Products shall not pass to Buyer until Supplier has received in full all sums due to him in respect of the Products.

**4. WARRANTY AND SUPPORT SERVICE**

Supplier agrees to correct the Errors in the Products during the warranty period of twenty-four (24) months from delivery. After that period, any repairs will be chargeable. To correct an Error in Product Supplier may select to supply a replacement product to Customer and such replacement product may also be refurbished unit. Correction may require Product to be sent to Supplier for repair. Any shipment of Product back to Supplier shall happen only upon Supplier's written request and in such case shipment is at Supplier's expense. Errors with Products may also be corrected by remotely loading new software to them over the Internet.

Supplier's aforesaid warranty does not cover and Customer is responsible for all Errors that are caused by: (a) fair wear and tear, damage, negligence, abnormal working conditions, storage, application and handling failure on Customer's side, or failure to follow Supplier's instructions (whether oral or in writing); and (b) alterations or repairs made by anyone else than Supplier.

Customer is not entitled to repair, open, disassemble, decompile or reverse engineer or otherwise modify the Products. In previous sentence mentioned made changes will result into that the warranty is lost for modified Products.

Supplier's obligations set forth in above in this Section 4 are Supplier's sole and exclusive obligations and Customer's sole and exclusive remedy with respect to Errors, defects, malfunctions or other matters relating to the Products and other materials, service and information furnished by Supplier hereunder or Customer's use of them.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 4, THE PRODUCTS AND ANY OTHER MATERIALS OR SERVICES AND INFORMATION ARE PROVIDED "AS IS" AND "AS-AVAILABLE." SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CUSTOMER USES THE SERVICE AND ALL RELATED INFORMATION, RECOMMENDATIONS AND DOCUMENTS AT ITS OWN RISK.

**5. INTELLECTUAL PROPERTY RIGHTS, THE RIGHT TO USE AND INDEMNITY**

Title and any and all Intellectual Property Rights in and to the Products, all materials, software, service and documentation delivered or to be delivered by Supplier, as well as any copies, modifications, translations, amendments and derivatives thereof are property of and shall belong to Supplier and its licensors.

Customer is not entitled to repair, open, disassemble, decompile or reverse engineer or otherwise modify any software included in the Products or that what may be otherwise provided by Supplier.

The Supplier shall at its own expense indemnify the Customer against claims presented against the Customer that a Product infringes third party intellectual property rights provided that the Customer promptly notifies the Supplier in writing of such presented claims and permits the Supplier to defend or settle the claims on behalf of the Customer and gives to the Supplier, at the request of the Supplier and at the Supplier's expense, all reasonably necessary information and assistance available and the reasonably necessary authorisations. The Supplier shall pay all damages awarded in a trial or agreed to be paid to a third party if the Customer has acted in accordance with the foregoing

If in the reasonable opinion of the Supplier a Product infringes third party intellectual property rights or if such infringement has been confirmed in a

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trial, the Supplier shall and may at its own expense and discretion either (a) obtain the right to continue use of the Product for the Customer; (b) replace the Product with a product or service that complies with the agreement and corresponds to the Products; or (c) modify the Product in order to eliminate the infringement in such a manner that the modified Product complies with the agreement. If none of the above-mentioned alternatives is available to the Supplier on reasonable terms, the Customer shall, at the request of the Supplier, stop using the Product and return it, and the Supplier shall refund the price paid by the Customer for the Product less the proportion of the price corresponding to the actual time of use.

The Supplier shall, however, not be liable if the claim (a) is asserted by a company, which exercises control over the Customer or which is controlled by the Customer; or (b) results from alteration of the Product by the Customer or from compliance with the Customer's written instructions; or (c) results from use of the Product in combination with any product or service not supplied by the Supplier.

### 6. DATA PROTECTION REQUIREMENTS

While using the Product the Customer shall be aware and consider current data protection requirements derived from especially the Regulation (EU) 2016/679 (General Data Protection Regulation). According to the General Data Protection Regulation personal data is all data related to an identified or identifiable person. Further "Processing" means any operation or set of operations performed upon personal data or sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. You need to have a valid lawful basis such as consent in order to process personal data. Consent is when data subject i.e. a specific person gives permission to process subject's personal data. People's prior consent shall be asked before the Customer takes pictures of them with the Product.

### 7. PRICES, RENTAL TRIAL, ACCEPTANCE AND INVOICING

#### Prices

If a price for some product or item has not been specified in the Agreement, it shall be in accordance with Supplier's then current price list.

#### Rental Trial

The Parties may agree on a one month trial period during which the Customer may rent the Product from the Supplier against the charges agreed between the Parties. If the Product is not returned to the Supplier without damage at the Customer's cost upon expiry of the agreed trial period the Customer is obliged to pay the full price thereof to the Supplier.

#### Invoicing and Payment Terms

If not otherwise agreed in the Agreement, the prices for Products are invoiced and need to be received by the Supplier prior to the delivery of Products.

Invoices are payable within thirty (30) days from the date of the invoice. Any overdue payment shall be subject to an overdue interest at the rate of ten percent (10 %) per annum, or at the maximum rate allowed by law whichever is lower.

#### Taxes and Expenses

All prices are expressed exclusive of any taxes, duties and other such public fees and charges. If sales, use excise, value-added (VAT), withholding or other similar taxes or levies are required by laws and regulations to be applied, such amounts will be added to the prices and shall be invoiced to and payable by Customer.

### 8. CONFIDENTIALITY

Except where otherwise provided in the Agreement, each Party (i) shall keep in confidence all information of the other Party that is marked as confidential or that the receiving party should reasonably understand is confidential from the circumstances of disclosure or the nature of the information ("Confidential Information"); (ii) may not disclose the other Party's Confidential Information to any third parties and (iii) may not use or utilize such Confidential Information for any other purposes than for the fulfillment of the purpose of the Agreement. Supplier may disclose Customer's Confidential Information to its subcontractors for the purpose of the fulfillment of the purpose of the Agreement, provided that it has agreed on a confidentiality provision substantially similar as that herein with the subcontractors.

This confidentiality obligation shall not apply to information: (i) which at the time of disclosure is or later becomes generally available or otherwise public through no breach of the Party receiving the information; (ii) which was in the possession of the receiving Party without a confidentiality or non-use obligation prior to receipt of the same from the other Party; (iii) which the receiving Party receives from a third party who did not breach an obligation of confidentiality when disclosing the information; (iv) which the receiving Party can prove the receiving Party has developed independently without using the Confidential Information of the other Party; or (v) which the receiving Party is obliged to disclose pursuant to an order by an authority or court or otherwise in accordance with law. Without limiting the foregoing, Supplier shall have the right to utilize the general know-how, skills and expertise that its and its subcontractors' personnel have learned in conjunction with the performance under any Agreement.

Unauthorized disclosures of Confidential Information that are caused by security breaches or other similar causes are not regarded as a breach of the above confidentiality obligation as long as the Party has used reasonable care in protecting the Confidential Information from such causes.

### 9. LIABILITY

EITHER PARTY SHALL HAVE NO LIABILITY FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR SAVINGS, OR FOR DAMAGES PAYABLE TO THIRD PARTIES, OR (II) LOSS OR ALTERATION OF DATA OR EXPENSES CAUSED THEREFROM OR COST OF COVER PURCHASE ARISING UNDER OR IN CONNECTION WITH ANY AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event shall Supplier's aggregate maximum liability (including but not limited to price refunds or reductions) to Customer arising out of or related to any Agreement exceed the amount of the net prices paid by Customer to Supplier under the respective Agreement.

The limitations of liability shall not apply to damages caused by gross negligence or intentional act or to breach of the Section entitled "Confidentiality".

### 10. MISCELLANEOUS

#### Reference Right and Assignment of the Agreement

Supplier may assign Agreement(s) without the consent of Customer to a transferee, in connection with the sale or transfer of its business or part thereof, or to its affiliate, and by merger or demerger. Supplier shall have also the right to assign its receivables arising out of the Agreement to a third party. Except as aforesaid, neither Party may assign any Agreement without the prior written consent of the other Party.

Supplier shall have the right to use any subcontractors. Supplier shall be liable for the work of its subcontractors as work of its own.

Supplier may use Customer as a reference in its marketing. Customer can ask Supplier to stop doing that.

#### Entire Agreement

The Agreement(s) constitutes the complete agreement between the Parties with respect to the subject matter of the Agreement(s) and supersedes all previous proposals and marketing materials and other communications between the Parties with respect to the subject matter of the Agreement(s).

#### Severability

If any provision of any Agreement is found to be contrary to law, the other provisions of the Agreement will remain in full force and effect and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

#### Waiver and Amendment

No change or amendment of any Agreement shall be valid unless made in writing and signed both Parties. No failure by either Party in exercising any right, power, or remedy under any Agreement shall operate as a waiver of any such right, power or remedy.

#### Force Majeure

Neither Party shall be liable to the other for any delay or non-performance of its obligations in the event of Force Majeure. Events of Force Majeure include

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war, general strike, and downfall of communication infrastructure, natural disasters, fire, explosions and other events which are beyond the control of a Party and which cannot be reasonably foreseen by the Parties.

**Governing Law and Disputes**

If not otherwise agreed in other parts of any Agreement, all Agreements shall be construed in accordance with the laws of Finland excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods and all disputes arising out of all Agreements shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. The arbitration shall take place in Helsinki, Finland, and shall be conducted in English.

Notwithstanding the above, each Party shall be entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions in any Agreement pending arbitration and Supplier may take legal actions concerning overdue payments, in any court of law.