

Valid starting from 23.10.2023.

General Terms and Conditions of Purchase

1. Definitions

- 1.1. "Buyer" means Milrem AS or its Subsidiary as the case may be.
"Contract" means the purchase agreement entered into by the Buyer and the Seller based on the Buyer's Purchase Order, these General Terms and Conditions of Purchase, and Supplier Quality Requirements.
- 1.2. "Confidential Information" means any and all technical, financial, commercial or other information and trade secrets, in any form or medium, including but not limited to Intellectual Property, agreements, the contents of such agreements, data, reports, transactions, forecasts, analysis, records, designs, illustrations, style, text, information concerning one Party, its Subsidiaries or contractual partners, their business, management, employees, customers, customer database and co-operation partners, that have been or may be disclosed by the Disclosing Party to the Receiving Party, irrespective of the form of communication and whether or not explicitly designated as Confidential Information or not. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no fault or action on the part of the Receiving Party; (ii) the Receiving Party can demonstrate to have rightfully had in its possession prior to disclosure by the Disclosing Party; (iii) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose such information. For the avoidance of doubt and without prejudice to the generality of the above, Confidential Information shall not be deemed to be generally available merely because it may be derived from one or more items that are publicly available.
- 1.3. "Counterfeit Parts" means parts or equipment that have been altered to resemble authentic parts or equipment with the intent to deliberately mislead, misrepresent, or defraud.
- 1.4. "Disclosing Party" means Milrem AS or its Subsidiary disclosing Confidential Information.
- 1.5. "GQA" means NATO Mutual Government Quality Assurance.
- 1.6. "Intellectual Property" means an intangible right in personal property that is a product of the intellect that has actual or potential economic value, including without limitation, trade secret(s), improvement(s), the invention(s), copyrights, patents, patents pending, trade dress, service marks, trademarks, trade names, services names, registrations, software, algorithms, object codes, source codes, artwork, schematics, designs, drawings, other technical data, know how, sketches, business plans, labour rates, overhead rates, data, and the like.
- 1.7. "Nonconforming Product" means a Product that either (i) does not have the agreed characteristics; (ii) is not fit for the particular purpose for which the Buyer needs it and of which the Seller was or ought to have been aware at the time of entry into the Contract, or not fit for purposes for which such Products would ordinarily be used; (iii) the use of the Product is hindered by provisions of the legislation of which the Seller was aware or ought to have been aware at the time of entry into the Contract; (iv) third parties have claims or other rights which they may submit with respect to the Product; (v) the Product is not packaged in the manner usual for such products or, where there is no such manner, in a manner adequate to preserve and protect the Product.
- 1.8. "Party" or "Parties" means the Buyer and the Seller separately or together.

- 1.9. "Product" refers to materials, goods, software, documentation, supplies or services to be delivered by the Seller to the Buyer under a Contract.
- 1.10. "Purchase Order" refers to the document stipulating essential terms of supply sent by the Buyer to the Seller.
- 1.11. "Receiving Party" means the Seller or its Subsidiary receiving Confidential Information from the Buyer or its Subsidiary.
- 1.12. "Seller" means the Party contracted by the Buyer.
- 1.13. "Subsidiary" means in relation to a Party, an undertaking that is controlled directly or indirectly by such Party or is under common control with such Party, whereas "control" shall be interpreted as dominant influence, which constitutes the control of more than 50% of the voting power or assets.
- 1.14. "Supplier Quality Requirements" refers to the regulation available on the website of the Buyer (<https://milremrobotics.com/general-documents/>) establishing the quality requirements obligatory to the suppliers with whom the Buyer concludes Contracts.
- 1.15. "Written format" refers to a format whereby a copy of a document containing signature(s) of Party(-ies) is electronically transferred to the other Party. The written format means also a paper document signed with a hand-written signature and electronically transferred as a PDF file.

2. Concluding the Contract

- 2.1. A Contract is considered to be concluded between the Seller and the Buyer once, after receipt of a suitable quotation from the Seller, the Buyer has issued a Purchase Order to the Seller, and the Seller either confirms the Purchase Order or proceeds with performance under the Purchase Order.
- 2.2. Unless otherwise explicitly stipulated in the Purchase Order, the Seller's quotation or any of its standard delivery, supply, or sales terms, whether referenced in the quotation or not shall not become part of the Contract.
- 2.3. By confirming the Buyer's Purchase Order or proceeding to perform under the Purchase Order the Seller confirms its acceptance of all conditions of these General Terms and Conditions of Purchase.

3. Order of precedence

Any inconsistencies in the Contract shall be resolved in accordance with the following descending order of precedence: (i) Purchase Order; (ii) present General Terms & Conditions and (iii) Supplier Quality Requirements.

4. Compliance with requirements

- 4.1. During the performance of the Contract, the Seller fulfills all applicable laws, ordinances, directives, and guidelines, and any and all rules and regulations thereunder as a prudent expert in the field.
- 4.2. During performance of the Contract the Seller agrees to comply with all Buyer's legal instructions. Should any such instructions be to the detriment of the Buyer or if the Seller is unable to comply with the instructions, it shall immediately notify the Buyer.
- 4.3. The Seller supplies Products considering the quality-ensuring procedure rules set out in Supplier Quality Requirements available at <https://milremrobotics.com/general-documents/>.
- 4.4. The Seller shall procure all necessary licenses and permits and pay all fees and other charges that may be required for the performance of the Contract.
- 4.5. The Seller shall provide to the Buyer all representations, certifications, and authorizations as required by law or regulations or as specified by the Buyer in the Contract.

- 4.6. The Seller shall provide to the Buyer all quality certificates related to the Product that the Parties have explicitly agreed to or the existence of which is reasonably expected by the Buyer considering the Product and its purposeful use.
- 4.7. The Contract may be subject to inspection and testing according to GQA. The Seller will be duly notified of any GQA activity to be performed, if any. The Seller shall, without additional charge, make such inspection and testing available.
- 4.8. The Seller warrants that there is no existing prohibition deriving from any applicable law or other regulation to use the Product in manufacturing military purpose vehicles or other equipment.
- 4.9. The Seller undertakes to inform the Buyer of all requirements related to the Product or any other aspects to which the Buyer has an essential interest, for example, additional development needs and/or costs, packaging requirements, length of the Product life cycle, etc.

5. Contract communication

- 5.1. The Seller may and is encouraged to communicate directly with the Buyer and its dedicated personnel as needed prior to or during the performance of the Contract. However, such communication shall not constitute a change of the terms and conditions of the Contract and shall not be a basis for equitable adjustment unless the procedure described in section 11 is duly followed.
- 5.2. The Seller is strictly prohibited from communicating directly with Buyer's customer with respect to the Product unless previously authorized by the Buyer in a written format.

6. Prohibition on Counterfeit Parts

- 6.1. The Seller shall not deliver Counterfeit Parts to the Buyer under the Contract.
- 6.2. The Seller represents and warrants that only new and authentic parts will be used in the performance of the Contract.
- 6.3. The Seller shall immediately notify the Buyer if the Seller becomes aware of or suspects that it has furnished Counterfeit Parts to the Buyer, and shall assist the Buyer in determining the extent and resolution of the matter, up to and including any and all expenses required to replace the Counterfeit Parts.

7. Delivery

- 7.1. The delivery terms (Incoterms) shall be determined in the Purchase Order. In case not otherwise determined or agreed by the Parties, DDP (at Buyer's location) of Incoterms 2020 shall be applied.
- 7.2. The Seller shall ensure that the Product is properly packaged, marked, and shipped in accordance with Buyer's instructions and/or good commercial practices.
- 7.3. The Seller shall hand over all documents required for receipt of the Product and for the possession, use, and disposal thereof to the Buyer in the form prescribed in the Contract at the place and time of delivery.
- 7.4. The Buyer shall promptly examine the Product or have the Product examined.
- 7.5. Delivery is an essential part of the performance of the Contract. The Seller's failure to meet delivery dates, if unexcused, constitutes a material breach of the Contract, and no acts of the Buyer, including without limitation changes or acceptance of late deliveries shall constitute a waiver of this provision.
- 7.6. The Seller shall notify the Buyer in writing and via e-mail immediately upon any actual or potential delay to perform the Contract.
- 7.7. In case of delay with the delivery of more than three (3) days, the Buyer has a right to claim a penalty from the Buyer in an amount equal to 0.5% calculated from the price of the delayed delivery for each day of delay. The Buyer has a right to set off this penalty with the price of the delivery, which should be paid to the Seller by the Buyer.

- 7.8. The Seller shall be responsible for any and all damages and all costs caused by late delivery events.
- 7.9. Unless otherwise explicitly stated in the Purchase Order, the ownership over the Product and the risk of accidental loss of or damage to the Product passes to the Buyer upon delivery of the Product into the Buyer's possession.

8. Inspection

- 8.1. The Buyer shall have the right to inspect, control, and/or test Seller's Product at any places and times before, during, and after Seller's performance and delivery under the Contract. The Buyer shall notify the Seller of its intention to visit the Seller's premises for the abovementioned purposes at least five (5) business days prior to the intended visit. The Seller shall allow the Buyer's authorised representatives at any reasonable time to have access to the Seller's premises and enables the performance of inspection, control, and/or test without any obstacles.
- 8.2. The Buyer's acceptance of the Product under the Contract has no influence on the Buyer's rights in relation to latent defects, fraud, or misrepresentation on the part of the Seller.

9. Nonconforming Product

- 9.1. Buyer doesn't accept Nonconforming Products. At the discretion of the Buyer the Nonconforming Product shall be returned to Seller immediately at the expense of the Seller. In case of Nonconforming Products, the Seller shall repair, rework, or replace the Nonconforming Product. Should the Buyer nevertheless decide to accept the Nonconforming Product, the Buyer has a right to reduce the price of the accepted Nonconforming Product based on respective written notification to the Seller.
- 9.2. If the Seller does not repair, rework, or replace the Nonconforming Product during reasonable time, the Buyer may perform repairs or rework of the Nonconforming Product at the expense of the Seller by itself or contract a third person for this. The Seller shall compensate the Buyer all costs related to the repair, rework, or replacement of the Nonconforming Product.
- 9.3. In case of a Nonconforming Product the Seller shall be responsible for any and all damages that occurred as a result of that and all related costs.
- 9.4. If the Buyer discovers a Nonconforming Product or latent defect, the Buyer shall notify in writing the Seller within fourteen (14) calendar days of becoming aware of the lack of compliance.
- 9.5. The Buyer may rely on the lack of conformity regardless of the Buyer's failure to examine the Product or give notification of the nonconformity of the Product on time if: (i) the nonconformity has been caused by the intent or gross negligence of the Seller, or (ii) the Seller is aware or ought to be aware of the nonconformity or the circumstances related thereto and does not disclose such information to the Buyer.
- 9.6. The fee for composing a reclamation with respect to a Nonconforming Product is 100 euros, which has to be covered by the Seller. The Seller is obliged to answer the reclamation within five (5) business days. If no reclamation was submitted or it was submitted without a demand to improve or substitute the Nonconforming Product, it is not considered as a waiver of warranty nor a waiver to present such demands later.
- 9.7. In case of disagreement between the Parties on whether the Product is nonconforming, the Parties may turn to a mutually accepted independent expert to ask for an opinion. Such expert's opinion shall be binding to the Parties. The costs

of the expertise will be borne by the Party whose opinion did not coincide with the expert's opinion.

10. Price and Payments

- 10.1. The Seller undertakes to complete all works necessary for delivering the Product in due time, with an agreed price and under the pricing terms set out in the Contract. The price is fixed and binding to the Parties and may be amended only under mutual written agreement by the Parties.
- 10.2. The Seller shall issue an invoice for payment of the price. Payment terms under the Contract shall be net thirty (net 30) days from the date when Buyer receives the Product based on applicable Incoterms term and has accepted the Product.
- 10.3. The Buyer is entitled to set off against the sale price of the Product, any payments due by the Seller under the Contract or any other contract between the Parties.
- 10.4. Unless otherwise specified by the Buyer, prices as they appear on the Seller's invoice are assumed to include all applicable taxes, duties, tariffs, and similar fees imposed by any government.
- 10.5. Invoice and its specification shall be sent electronically to the e-mail address of the contact person named in the Purchase Order and to accounting@milrem.com or by ordinary post to Betooni 1, 13619 Tallinn, Estonia.

11. Changes

- 11.1. The Buyer may propose a change of the delivery dates or any other material aspect of the Contract by sending a written notice to the Seller. The need for change may originate from the Buyer, the Buyer's customer, or the Seller.
- 11.2. If the Seller is of the opinion that a change constitutes a material change to the scope of work related to the Product, in a way that price or delivery is affected, the Seller may, within ten (10) calendar days from receiving the Buyer's notice on change, present to the Buyer a request for equitable adjustment.
- 11.3. The Buyer and the Seller shall negotiate in good faith to determine the validity of a request for equitable adjustment, and if found to be valid, to determine a fair and reasonable price thereto.
- 11.4. The Seller shall diligently proceed with the performance of the Contract during a change or equitable adjustment process as directed by the Buyer.
- 11.5. The changes in the Purchase Order being in progress shall be agreed upon by Parties in a written format.

12. Intellectual Property

- 12.1. The Seller warrants that work performed or the Product delivered under the Contract will not infringe or otherwise violate the intellectual property rights of any third party.
- 12.2. The Seller agrees to defend, indemnify, and hold harmless the Buyer and its customers from and against claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the work performed or Product delivered under the Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- 12.3. Intellectual Property rights of the Buyer's drawings, designs, and Products developed under the Contract for the Buyer remain with or vest in the Buyer.
- 12.4. The Seller shall retain complete ownership of its background Intellectual Property, regardless of its incorporation into the Product. Background Intellectual Property means Intellectual Property owned by the Seller before the conclusion of the Contract and deemed to be relevant to the Product or works performed under this Contract. The Seller grants to the Buyer all moral and property rights to the Background Intellectual Property related to the Products necessary for purposeful usage of the Products. These rights are also granted to the clients of the Buyer

who become new owners of the Products in the course of the Buyer's ordinary business.

- 12.5. The Buyer shall become the owner of all Intellectual Property, incl. software, related to the Products created for the Buyer as of the moment of creation of this intellectual property in the course of performance of the Contract. The Seller shall assign to the Buyer, on an exclusive basis, as and when they are created and without the need to enter into a subsequent agreement, all the rights of use and intellectual property rights that it may hold over the Product and created in course of performance of the Contract, in particular all copyright, know-how rights, software rights, database producer rights, for the purpose of direct or indirect use. This assignment includes the right to use, operate, reproduce, represent, adapt, modify, decompile, translate (into any language and/or any programming language), distribute (for valuable consideration or free of charge), communicate, or market, by any means and in any format, as well as to assign and sub-license all or part of these rights to third parties. This assignment is granted for the entire world, and for their entire legal term of protection, as provided for by applicable legal regulations.
- 12.6. The Parties have agreed that the price of assignment of Intellectual Property under the Contract is included in the price paid to the Seller and no additional amount of any kind whatsoever may be claimed.
- 12.7. The Parties have agreed with respect to the moral intellectual property rights created in the course of performance of the Contract and related to the Products created for the Buyer that the Seller hereby unconditionally and irrevocably grants to Buyer an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license with rights to sub-license to all such rights for the full duration of such rights and any renewals or extensions thereof. The Seller hereby represents and warrants that all authors of the intellectual property, have, for valuable consideration, irrevocably waived in writing, all of their moral rights that such authors may have arising out of their participation in the creation of the Intellectual Property related to the Product created for the Buyer.
- 12.8. As a result of the assignment, the Seller shall not be entitled to exploit and/or market, directly or indirectly, in any form whatsoever, whether free of charge or for valuable consideration, nor publish or distribute the rights related to Products created for the Buyer in course of performance of the Contract. The Seller shall therefore refrain from using these rights for purposes other than for the strict performance of the Contract, unless the Buyer has granted its prior written consent.
- 12.9. The Seller undertakes not to use any open-source software in the Products without the Buyer's prior written consent. The Seller shall refer to all rights and obligations of the Parties or third persons that arise or may arise as a result of the usage of software that the Seller intends to use. The Seller hereby confirms that its employees and contractual partners involved in manufacturing the Products are or will be aware of the present clause and will follow it diligently in the way that their contribution will not cause a breach of this clause by the Seller.

13. Disclosure of Confidential Information

- 13.1. The Receiving Party undertakes, on behalf of itself, its Subsidiaries, and their respective employees, advisors or representatives:
 - 13.1.1. to use the Confidential Information solely for the purpose of the Contract;
 - 13.1.2. to keep the Confidential Information, and the fact that it has received Confidential Information and that the Parties may be in discussions or negotiations or any details of such discussions or negotiations, strictly confidential;
 - 13.1.3. not to disclose, use, or exploit any of the Confidential Information in any manner in the interests of itself or third parties, except with the prior written consent of the Disclosing Party. The Receiving Party may disclose

Confidential Information to its employees, advisors, or representatives and the same of its Subsidiaries who need to know such information solely for the purpose of the Contract and with whom the Receiving Party has concluded a confidentiality agreement at least to the same extent as foreseen herein prior to the disclosure of any Confidential Information;

- 13.1.4. not to copy, reproduce, or reduce to writing any Confidential Information, or any part thereof, or allow any person or third party receiving such Confidential Information from the Receiving Party to do so, except to the extent that it is necessary for the purpose of the Contract.
- 13.2. The Receiving Party ensures that the Confidential Information is kept securely and properly against any unauthorised access. The Receiving Party shall notify the Disclosing Party immediately upon becoming aware that any of the Confidential Information has been disclosed to or obtained by a third party.
- 13.3. The Receiving Party is personally responsible for the breach of the confidentiality obligation herein, which is also the case if the breach is committed by any third party to whom Confidential Information was disclosed by the Receiving Party.
- 13.4. Upon request of the Disclosing Party, the Receiving Party shall delete all Confidential Information from any computer or other device belonging to or in control of the Receiving Party, supplemented by a written confirmation that such Confidential Information has been deleted.
- 13.5. Physical copies of Confidential Information, whether in full or in part shall be destroyed or returned to the Disclosing Party within seven (7) days of receipt of a corresponding request from the Receiving Party, supplemented by a written confirmation that such material has been returned or destroyed.
- 13.6. The Receiving Party may disclose Confidential Information if it is under a legal obligation to disclose the Confidential Information to relevant judicial bodies and/or authorities under law or a court order. Where possible, reasonable, and/or legally permissible the Receiving Party shall restrict the disclosure to the extent strictly necessary and notify the Disclosing Party in advance before making such disclosure so that the other Party can take appropriate steps to defend its rights.
- 13.7. The Parties may enter into a separate non-disclosure agreement (NDA) to govern the disclosure of confidential information. In such case, the stricter regulation with respect to the treatment of Confidential Information shall be applicable to the Confidential Information exchanged under the Contract.

14. Force Majeure

Non-performance by a Party is excused if it is caused by force majeure. Force majeure refers to circumstances which are beyond the control of the Party and which, at the time the contract was entered into or the noncontractual obligation arose, the Party could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which the Party could not reasonably have been expected to overcome. A Party may rely on force majeure as an excuse for non-performance only in cases and only within the time period when force majeure circumstances render the fulfilment of a Party's obligations impossible, not in cases where circumstances merely hinder the fulfilment of contractual obligations.

15. Warranty

- 15.1. The warranty period of delivered Products shall begin upon acceptance of the Products and extend for a period of not less than two (2) years.
- 15.2. The Seller guarantees that the Products delivered shall fully comply with all agreed requirements and be free from defects during the warranty period.
- 15.3. The lapse of the warranty period is suspended for the time period between the moment when a claim under the warranty obligation is submitted and the moment when the submitted claim has been solved.

- 15.4. The warranty period will start again as of each replacement of the Product or its spare part. In case of replacement of a spare part, the warranty shall start again only for the replaced spare part.
- 15.5. During the warranty period the Seller shall repair, rework, or replace Nonconforming Product at its own cost. If a need for repairing, rework, or replacement of Nonconforming Product has occurred at least twice, then the Buyer is entitled to cancel the Contract in full or in part and demand repayment of the amounts paid under the Contract and compensation for caused damages.

16. Obsolescence

- 16.1. The Seller undertakes for a reasonable time period to respond to any requests for the supply of any spare part of Product or service necessary for the maintenance of Product under reasonable contractual terms and conditions similar to the last transaction made between the Parties under the Contract with equitable adjustments in pricing considering the differences in relevant price levels.
- 16.2. The Seller undertakes to inform the Buyer immediately in case the Seller becomes incapable of fulfilling any further requests by the Buyer or about any risk of obsolescence of a respective Product. The Parties shall cooperate in good faith to find an alternative solution on reasonable economic and delivery terms.
- 16.3. The Seller shall provide the Buyer with a "Last Time Buy Notice" after becoming aware that the Product will become obsolete. Last Time Purchase grants the Buyer a right to present a Purchase Order for Products with the quality and delivery terms set out in the Contract and with proportionally the same price as the previous Purchase Order completed under the Contract.

17. Export Control

- 17.1. The Seller undertakes to comply with all applicable laws and regulations related to strategic goods and to obtain the required authorizations from the competent authorities prior to the disclosure of data qualified as strategic goods or supply of respective Products. The Seller shall identify such data and/or Products and inform the Buyer of any applicable restrictions.
- 17.2. The Seller shall inform the Buyer of any country-of-origin export control regulation changes applicable to the data and/ or Product without delay after such regulation has been adopted by the appropriate authority.
- 17.3. Each Party is responsible for timely applying for, obtaining and securing all necessary export, re-export, transfer, retransfer, or import licenses, in the territory of the Party, required to enable the timely delivery and discharging of all its obligations under the Contract.
- 17.4. Each Party is responsible for providing partners in their respective supply chain with the necessary information to enable timely license applications and if any such partner requires the signed end-user certificates or statements the Parties agree to assist each other in timely completing and submitting such end user certificates or statements.
- 17.5. The Seller shall be solely responsible for and hold the Buyer and its customer harmless from and against any and all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of the Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause 17.

18. Termination for Convenience

- 18.1. The Buyer may, by written notice to the Seller, terminate the Contract for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default.

- 18.2. Upon receipt of a termination for convenience notification the Seller shall: (i) stop work as specified in the termination notice; and (ii) except as necessary to complete the nonterminated portion of the Contract, terminate all subcontracts to the extent they relate to the work terminated.
- 18.3. In the event of a partial termination, the Seller is not excused from and shall diligently perform any nonterminated portion of work under the Contract.
- 18.4. The Seller has the right to submit a settlement proposal to the Buyer promptly, but no later than thirty (30) days from the effective date of the termination. The settlement offer shall include direct evidenced costs that the Seller has already made with respect to the terminated part of the work. The Parties negotiate in good faith a fair and reasonable settlement amount. In no event shall the settlement amount exceed the original value of the Contract.

19. Termination for Default

- 19.1. The Buyer may, by written notice to Seller, terminate the Contract for default, in whole or in part, if the Seller fails to perform one or more material aspects of the Contract, which may include but is not limited to: (i) failure to deliver the Product within the time specified; (ii) failure to deliver conforming Product; (iii) failure to answer the reclamation received from the Buyer under the Contract.
- 19.2. The Buyer may, by written notice to Seller, terminate the Contract for default if a sanction has been implemented against the Seller or against anyone else provided such sanction prevents or hinders the performance of the rights and/or obligations arising from the Contract. The Parties consider a sanction to be implemented if a company or a person is on any internationally recognised sanctions lists, including the Consolidated United Nations Security Council Sanctions List; the consolidated list of persons, groups, and entities subject to EU financial sanctions; the US Department of the Treasury, Office of Foreign Assets Control (OFAC) sanctions lists; the US Department of the Treasury, Financial Crimes Enforcement Network (FinCEN) list; and the UK HM Treasury (HMT), Office of Financial Sanctions Implementation, "consolidated list of targets".
- 19.3. The Buyer shall clearly and fully state in its termination notice the specific material aspect of the Contract that the Seller has failed to perform.
- 19.4. Where reasonably possible considering all circumstances, the Buyer will issue a written cure notice with a reasonable cure period before termination of the Contract.

20. Final provisions

- 20.1. Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies provided by the law.
- 20.2. Any assignment of the Seller's rights or delegation of its duties or obligations hereunder shall be void, unless prior written consent is given by the Buyer.
- 20.3. The Contract and any matter arising out of or relating to it shall be governed by the laws of the Republic of Estonia.
- 20.4. Any dispute arising out of or in connection with the Contract shall be finally resolved by Harju County Court, Tallinn, Estonia.
- 20.5. The Buyer may unilaterally update these General Terms and Conditions of Purchase, about which the Seller will be informed at least thirty (30) calendar days in advance.
- 20.6. Should any provision of the Contract be determined invalid, illegal, or unenforceable in any respect, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired.
