

## Terms for Sale and Delivery

of

IGEL Technology Ltd (IGEL), Merlin House, Brunel Road, Theale, Reading, Berkshire RG7 4AB

United Kingdom

### I. GENERAL PROVISIONS

#### 1 Scope of Application

1.1 These Terms for Sale and Delivery (“**these Terms**”) apply to all sales and deliveries of Software-and Hardwareproducts (“**IGEL-Products**”) by IGEL to the Customer.

1.2 In these Terms, the following words will (unless the context otherwise requires) have the following meanings:

**Affiliate** means in relation to any person, a subsidiary of that person or a holding company of that person or any other subsidiary of that holding company.

**Contract** means any contract between IGEL and the Customer for the supply of IGEL-Products and for the avoidance of doubt includes these Terms.

**Defect** means any defect which affects the proper functioning of the IGEL-Products and includes those defects described in Clause 13.

An **Insolvency Event** occurs in respect of a Party where:

- (a) it suspends, or threatens to suspend, payment of all or substantially all of its debts or becomes insolvent or unable to pay all or substantially all of its debts;
- (b) it commences negotiations with all or substantially all of its creditors with a view to rescheduling any of its debts, or makes proposal for or enters into any compromise or arrangement with all or substantially all of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that Party;
- (c) a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that Party;
- (d) an order is made for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Party;

- (e) the holder of a qualifying floating charge over all or substantially all of the assets of that Party has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or substantially all of the assets of the Party or a receiver is appointed over all or substantially all of the assets of the Party;
- (g) a creditor or encumbrancer of the Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or substantially all of the Party's assets and such attachment or process is not discharged within 14 days; or
- (h) it suffers or is subject to any equivalent event, circumstance or procedure to those set out above in (a) to (g) in any other jurisdiction.

**Order Acknowledgement** means the document completed by IGEL and sent to the Customer including information concerning the order, price and estimated delivery date.

**Purchase Order** means any document used by the Customer to place an order for IGEL-Products.

- 1.3 A Contract between the Customer and IGEL shall constitute the Purchase Order, Order Acknowledgement and these Terms to the exclusion of any terms and conditions the Customer seeks to impose or incorporate unless such terms are otherwise agreed in writing by IGEL as forming part of the contract within the Order Acknowledgement.
- 1.4 These Terms also apply to all future transactions between IGEL and the Customer, even without further explicit reference from IGEL being required, and remain valid until IGEL puts new/revised Terms into effect. The incorporation of new Terms into the contract relationship between IGEL and the Customer takes place by referring that new Terms are in effect and by their provision on the IGEL website <https://www.igel.com/terms-conditions/>.
- 1.5 With the exception of the CEO of IGEL, the staff members of IGEL are not entitled to agree on terms which differ from these Terms or waive these Terms.

## 2 Offers and Conclusion of Contracts

- 2.1 The Purchase Order constitutes an offer by the Customer to purchase the IGEL-Products as described in the Purchase Order. The Customer cannot withdraw the offer contained in the Purchase Order unless this withdrawal is communicated in writing within seven days of sending the Purchase Order provided that IGEL has not served a Order Acknowledgement on the Customer within this time, unless agreed otherwise in writing.

- 2.2 The Purchase Order shall only be deemed accepted when IGEL issues an Order Acknowledgement to the Customer, or it has delivered the IGEL-Products described in the Purchase Order to the Customer, whichever is the earlier.
- 2.3 Any details concerning delivery timeframe, cost, quantity, description and price for the IGEL-Products shall be contained within the Order Acknowledgement from IGEL. Any additions always require the form as specified in sec. 20.1 (final clauses) of these Terms.

### **3 Prices**

- 3.1 Each Purchase Order accepted by IGEL by submission of an Order Acknowledgement shall constitute an individual Contract with the Customer and the date of the Contract shall be the date of service of an Order Acknowledgement. Any details specific to the order as contained within such Purchase Order and Order Acknowledgement shall not have any bearing on any future Purchase Orders submitted by the Customer pursuant to this Clause.
- 3.2 All prices quoted by IGEL are net prices excluding taxes and duties, loading, insurance (in particular transport insurance), transport costs and turnover tax and other costs.
- 3.3 All prices are quoted in GBP Sterling, unless another currency is explicitly appointed in IGEL's order confirmation.

### **4 Terms of Delivery**

- 4.1 All IGEL-Products are delivered by IGEL "CIP" (Incoterms 2010) to the agreed point of delivery, which means by handing them over to the first carrier. Incoterms 2010 shall also apply if IGEL refers to another delivery clause (e.g. "cif", "fob" etc.) in its order confirmation.
- 4.2 IGEL is only obliged to comply with foreign packaging, weight and customs regulations if explicitly agreed between the Parties and if the Customer provides all the necessary information.

### **5 Permission for Export and Import/Embargos**

- 5.1 IGEL-Products are exclusively intended to remain and to be used in the first Country of Delivery as agreed between the Parties. If the Country of Delivery is a member state of EU/EEC, the IGEL-Product is intended to remain and to be used in the area of EU/EEC.
- 5.2 In the event IGEL-Products are delivered to a foreign country, trade and export regulations must be observed, in particular the export and foreign trade regulations of

the country of origin of IGEL-Products (Germany) as well as the export regulations of the suppliers' countries of origin.

- 5.3 The re-export of IGEL-Products – individually or in an integrated form – by the Customer, is additionally subject to the trade- and export regulations of the Country of Delivery as referred to in sec. 5.1 of these Terms. The Customer is responsible for ensuring that any delivery complies with any relevant regulations and shall seek IGEL's prior written approval regarding the delivery to the respective country before IGEL is obliged to export the IGEL-Products' to a foreign country. It is the sole responsibility of the Customer to obtain the necessary permits of the competent foreign trade authority before it exports the IGEL-Products. The Customer is responsible to ensure the compliance with the relevant provisions until the IGEL-Products reach the end user.
- 5.4 If IGEL delivers the IGEL-Products directly to a third country upon instructions of the Customer, sec. 5.3 of these Terms applies.
- 5.5 In addition, the Customer must observe and comply with any of IGEL's instructions on export controlled software, materials and services as provided on IGEL's website <https://www.igel.com/terms-conditions/>.

## II. CONTRACTUAL OBLIGATIONS

### 6 Payment, Default in Payment

- 6.1 IGEL shall invoice the Customer on delivery. Payment must be made on or before the Due Date. The Due Date shall be 30 days from the date after the invoice date. The Customer shall be in default if the invoice remains unpaid after the due date. Time is of the essence in respect of any sums due for payment in this Contract.
- 6.2 IGEL is allowed to charge reminder fees to cover IGEL's reasonable costs for each reminder. In the event of failure to pay by the due date, IGEL is entitled to demand a one off payment of £ 40.00 instead of a reminder fee. IGEL's statutory rights in the event of default of payment by the Customer shall remain unaffected.

### 7 Set-off, Retention, Assignment

- 7.1 The Customer is not entitled to set off a claim or to retain payment unless its counterclaim is acknowledged in writing by IGEL or is confirmed by a competent court decision.
- 7.2 The Customer is not entitled to assign claims from the contract to third parties without the written approval of IGEL.

## **8 Date of Delivery/Default in Delivery**

- 8.1 Specified delivery terms shall not be binding, unless IGEL explicitly confirms in writing that the delivery term is binding. In the event of noncompliance with sec. 9 of these Terms by the Customer, the delivery term shall be extended with a reasonable term.
- 8.2 In the event that the Parties have not agreed on a binding delivery term, IGEL shall only be in default of delivery, if the Customer sends a reminder to IGEL indicating a reasonable period of grace, that period has unsuccessfully expired and the further legal preconditions have been met. Unless otherwise agreed in writing time for delivery shall not be of the essence.
- 8.3 Delivery and performance by IGEL is always subject to correct and timely delivery by IGEL's suppliers. Any delivery delay or delivery failure due to IGEL's suppliers (without IGEL's own negligence) shall not be considered as a default of IGEL.
- 8.4 If IGEL is unable to comply with its obligations towards the Customer within the delivery term due to force majeure, the delivery term will be extended. Force majeure includes any circumstance that is independent of the will of IGEL, including but not limited to armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labor disputes and default on performance by a major component supplier which is difficult to replace, industrial action, official directive, and faults by third parties engaged by IGEL. The extension of the delivery term shall be no longer than six months. After the expiry of the extended delivery term, both Parties are entitled to terminate the contract by notice in writing to the other in accordance with these Terms.
- 8.5 IGEL is entitled to make partial deliveries if that is reasonable to the Customer, in which case IGEL is also entitled to issue invoices for each partial delivery.

## **9 Duties and Obligations of the Customer to Cooperate**

- 9.1 In the event that the performance of the Contract by a party is depend on receipt of any specific permissions, licenses (e.g. licenses for import or export) or similar from a third party, they must be obtained by the Customer, unless the Parties explicitly agreed otherwise.
- 9.2 In addition to the above, the Customer is obliged to use its best endeavours and act in good faith in order to ensure that a party is capable of performing its obligations under the Contract, in particular to obtain the necessary permits and to provide the additional devices and parts for reconstruction.

- 9.3 IGEL shall be entitled to notify the Customer that it is being given a reasonable time period within which the Customer must use its best endeavours to procure whatever specific permissions, licences, export permit or any other approvals is required from the third party in order for the Parties to perform their respective obligations under the Contract. If after the expiry of that time period, the Customer is unable to obtain any of the aforementioned, IGEL shall be entitled to terminate the Contract by written notice to the Customer. Notwithstanding the above, if any licenses, permits, approvals or consents which are necessary for the performance of IGEL's obligations under this Contract are not obtained within three (3) months after the Contract Date, IGEL is entitled to terminate the Contract without further notice.
- 9.4 If delivery of the IGEL-Product is delayed because the Customer does not comply with Sec. 9 para 1 and 2 of these Terms or if the Customer delays or refuses acceptance of delivery, IGEL is entitled to claim reimbursement for actual additional expenses, e.g. warehousing and storage costs on an indemnity basis. Warehousing and storage costs will be charged as a lump sum with 0,5% of the invoiced sum per month beginning 1 week after IGEL's notification of readiness for dispatch of the IGEL-Products. The Customer shall be entitled to provide evidence that the real costs for warehousing and storage are lower than the demanded lump sum. IGEL is entitled to provide evidence that the actual costs for warehousing and storage are higher than the lump sum. The Customer shall be liable to pay the actual costs of IGEL under this Clause. This right is in addition to any right IGEL has to terminate the Contract and otherwise at law.

## 10 Reservation of Title

- 10.1 Title to the IGEL-Products shall only be transferred to the Customer after it has paid in full all that which the Customer owes or will owe to IGEL under this Contract or any agreement or otherwise. To the extent that under the national law of the Customer the validity of the reservation of title is subject to special conditions or formalities (for example registration), the Customer is obliged to comply with those conditions or formal requirements at its own expense.
- 10.2 The following Clauses 10.3 – 10.10 shall apply whilst ownership in the IGEL-Products remains with IGEL.
- 10.3 In the event of a breach of the Contract by the Customer, in particular in the event of a delayed payment or if an Insolvency Event occurs in respect of the Customer or any of its Affiliates, IGEL is entitled to demand return of the IGEL-Products from the Customer without any period of grace or, if necessary, to demand the assignment of the claim for return of property against third parties. The Customer hereby grants to IGEL and any of IGEL's agents, contractors or representatives an irrevocable licence to enter any premises

controlled or occupied by the Customer for the purpose of recovering the IGEL-Products pursuant to this Clause. The withdrawal or the seizure of the IGEL-Products by IGEL shall not be regarded as a termination of the contract by IGEL, unless explicitly stated otherwise in writing. The Customer indemnifies and keeps indemnified IGEL for any costs, losses (including but not limited to any depreciation of the IGEL-Products), damages or liabilities incurred by IGEL in exercising its rights under this Clause.

- 10.4 The Customer is entitled to resell the IGEL-Products within the scope of proper business operation, to a bonafide third party for value as long as it is not in default, and/or there is no Insolvency Event in respect of the Customer or any of its Affiliates. This right shall automatically cease if an Insolvency Event occurs in respect of the Customer or any of its Affiliates. The Customer is obliged to secure the rights of IGEL in respect of IGEL-Products. Pledges, security transfers, resale or financing of the IGEL-Products (for example to leasing companies) and/or leases to third parties are only permitted with the prior written consent of IGEL.
- 10.5 If the Customer resells the IGEL-Products as permitted by Clause 10.4, the Customer shall on request assign to IGEL its claim for payment against the subsequent buyer together with all the ancillary rights in order to secure any rights to payment by IGEL. However, IGEL can request that the Customer notifies its debtors of the assignment. Upon receipt of such notice by IGEL the Customer shall act as IGEL's agent and is authorised to collect the sum from any subsequent buyer until revocation of such notice by IGEL. In the event of revocation of the authorization to collect payments, the Customer shall provide IGEL with any data reasonably required by IGEL and shall do all acts necessary to enable IGEL to exercise its rights of recovery of the IGEL-Products or to collect any unpaid sums from third parties.
- 10.6 The Customer shall hold the IGEL-Products on a fiduciary basis as IGEL's bailee and shall carefully store and maintain the IGEL-Products at its own expense, separately from other products and to insure them on IGEL's behalf against theft, breakage, fire, water and other damages and any other risks to the reasonable satisfaction of IGEL and to produce such evidence of the insurance upon IGEL's request. The Customer shall hold all proceeds of insurance on trust for IGEL and not mix it with any other money or pay the proceeds into any overdrawn bank account.
- 10.7 The Customer is obliged to keep the IGEL-Products in proper conditions and to have any necessary repairs carried out immediately by one of the IGEL's authorized qualified workshops.
- 10.8 The Customer is obliged to inform IGEL immediately about any seizure by third parties or any parting with possession of the IGEL-Products by the Customer for any reason

whatsoever as soon as the Customer becomes aware of such events. The Customer is also obliged to provide IGEL all the information and documents reasonably required by IGEL under this Clause. The Customer hereby indemnifies and keeps IGEL indemnified in respect of any costs, losses, damages, liabilities or expenses in connection with an exercise by IGEL of any rights in this Clause, in particular for any IGEL's costs incurred in recovery of the IGEL-Products.

10.9 If any IGEL-Products are connected to other products, regardless of whether such products consist of software or hardware, to produce a uniform new product (**New Product**), title to the New Product shall to the extent permissible by law, vest in IGEL.

10.10 The Customer shall store the New Product free of charge in accordance with Sec. 10 para 5 of these Terms for IGEL.

## 11 Specific Provisions for Software Products / IGEL EULA

11.1 IGEL shall procure its Affiliate, IGEL Technology GmbH to grant to Endusers a right of use for the Software exclusively under the terms and conditions of IGEL Technology GmbH's End User License Agreement (hereinafter "EULA" <https://www.igel.com/terms-conditions/>). EULA includes the terms and conditions for usage of IGEL-Software by Enduser. The terms of EULA shall be in addition to and shall not vary the provisions of these Terms.

11.2 IGEL's warranty and other liability for the delivery of defective Software is determined in Part III. of these Terms.

11.3 The EULA shall also apply to any delivery of an electronic key code to activate and release the functionality of the Software.

## III. WARRANTY FOR MATERIAL DEFECTS; WITHDRAWAL AND LIABILITY FOR DAMAGES

### 12 Warranty for Material Defects

12.1 IGEL warrants that on delivery and for any period agreed in writing by the Parties the IGEL-Products shall conform in all material respects with their description, be free from material defects and be of satisfactory quality.

12.2 IGEL shall be under no obligation in respect of such warranty unless:

12.2.1 The Customer provides notice in writing within any agreed warranty period setting out the details of the alleged Defect as required by Clause 13;



- 12.2.2 IGEL is given a reasonable opportunity of examining the IGEL-Products; and
- 12.2.3 The Defect is not caused in whole or in part by any of the reasons set out in Clause 12.8.
- 12.3 All warranties, conditions and other terms implied by statute or common law (except for section 12 of the Sales of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) to the fullest extent permitted by law, excluded from the Contract.
- 12.4 If any repair or replacement provided by IGEL in accordance with Clause 12.1 fails to cure any defect in the performance or proper functioning of the IGEL-Products, the Customer may, at its own discretion by written notice, demand a reduction in payment (reduction) or terminate the Contract.
- 12.5 If an inspection of the rejected IGEL-Product shows that there was no defect, IGEL is entitled to charge the Customer for any time spent in attending the Customer's premises and/or in carrying out the inspection according to its general hourly rates.
- 12.6 A warranty shall only apply to the extent that it is expressly provided by IGEL pursuant to the Contract. The Customer acknowledges and agrees that it cannot rely on and no warranty has been given in any and all statements in catalogues, folders, promotional literature or pre-contractual written or oral statements not expressly included in the Contract.
- 12.7 IGEL shall be permitted to carry out any alterations on any of the IGEL-Products concerning construction, material, and model after the Contract Date, provided these alterations do not result in a Defect in the IGEL-Product.
- 12.8 Any warranty or other claim made by the Customer either pursuant to Clause 12.1 or generally in respect of an alleged Defect is expressly excluded if such defects or damages arise because of any of the following:
- 12.8.1 a certain design, construction or a certain material for the purchased IGEL-Product was chosen the request of the Customer;
- 12.8.2 inappropriate or excessive air- and/or heat-conditions or, power fluctuations and power cuts or, electromagnetic radiations beyond statutory law were found in the environment of the IGEL-Product;
- 12.8.3 the Customer has not considered or complied with the Technical Specifications and the Safety Instructions of the IGEL-Product;
- 12.8.4 the Customer does not use the IGEL-Product competently or has overstrained the IGEL-Product;

- 12.8.5 the Customer has modified or extended the IGEL-Product with parts or components from third parties without the prior written confirmation of the compatibility of the parts of components with the IGEL-Product by IGEL; or
- 12.8.6 because the Customer has disassembled or modified the IGEL-Product without the prior written approval of IGEL.

### **13 Notice of a Lack of Conformity**

- 13.1 Claims for Defects are also excluded if the Customer does not give notice of a Defect of the IGEL-Product in accordance with the following provisions:
- 13.1.1 Apparent defects: Any lack of conformity, which at the inspection of the IGEL-Product is recognizable, has to be notified to IGEL within by the latest five working days after the delivery of the IGEL-Product and before further manufacturing/ processing/ usage.
- 13.1.2 Hidden defects: Any hidden lack of conformity, which at the inspection of the IGEL-Product could not be discovered, has to be notified in writing to IGEL within five working days after the defect is discovered.
- 13.1.3 For the adherence to the term for notice, it is sufficient to dispatch the notification of the lack of conformity in due time. The Customer must describe the defects to the best of his ability.
- 13.2 A notice of a lack of conformity does not release the Customer from any obligation to pay for the IGEL-Products or any other amount under this Contract, unless the Defect of the IGEL-Product is confirmed in writing by IGEL or such payment obligation has been released by a court or tribunal.

### **14 Remedy of Defects**

- 14.1 IGEL may remedy any Defect by replacing a defective part of an IGEL-Product with a new replacement part or an as new replacement part.
- 14.2 Replaced parts or exchanged IGEL-Products become property of IGEL and shall be returned by the Customer.
- 14.3 IGEL is obliged to carry all expenditures for the purpose of the remedy of Defects, in particular transport, labor and material costs. IGEL is also obliged to bear the costs for a removal and installation of the IGEL-Product as far as IGEL has given its prior consent to the installation or combination of the IGEL-Product with another object or, as far as the installation or combination of the IGEL-Product with another object is customary for the kind and type of the IGEL-Product.

14.4 Except as provided in this clause, IGEL shall have no liability to the Customer in respect of the IGEL-Product's failure to comply with the warranty set out in Clause 12.1.

## 15 Termination

15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract:

15.1.1 by giving the party not less than 30 days written notice; or

15.1.2 by immediate effect in the event of:

15.1.2.1 a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so; or

15.1.2.2 an Insolvency Event of a party.

15.2 Without affecting any other right or remedy available to it, IGEL may suspend all deliveries of IGEL-Products under the Contract if the Customer fails to pay any amount due under the Contract on the due date for payment or the Customer becomes subject to an Insolvency Event.

15.3 On termination of the Contract:

15.3.1 The Customer shall immediately pay to IGEL all outstanding unpaid invoices and any other costs, charges or other sums payable under the Contract and in respect of any IGEL-Products which have been delivered but for which no invoice has been submitted, IGEL shall submit an invoice which shall be immediately payable by the Customer on receipt;

15.3.2 If requested by IGEL, the Customer shall return to IGEL any IGEL-Products the title of which remains with IGEL.

## 16 Liability of IGEL

16.1 The restrictions on liability in this clause apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 Nothing in the Contract limits any liability which cannot legally be limited, including (but not limited to liability for:

16.2.1 Death or personal injury caused by negligence;

16.2.2 fraud or fraudulent misrepresentation; and

- 16.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 16.2.4 Subject to Clause 16.2, IGEL's total liability to the Customer shall not exceed the amount paid by the Customer to IGEL in respect of the supply of IGEL-Products in the 12 month period commencing from the Contract Date.
- 16.2.5 Subject to Clause 16.2, the types of loss listed below are wholly excluded by the parties:
- 16.2.5.1 loss of profits;
  - 16.2.5.2 loss of sales or business;
  - 16.2.5.3 loss of agreements or contracts;
  - 16.2.5.4 loss of use or corruption of software, data or information;
  - 16.2.5.5 loss of or damage to goodwill; and
  - 16.2.5.6 indirect or consequential loss.
- 16.3 IGEL has given commitments as to compliance of the IGEL-Products in Clause 12.1. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3,4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 16.4 Unless the Customer notifies IGEL that it intends to make a claim in respect of an event within the notice period, IGEL shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became or ought reasonably to have become aware of the event having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 16.5 This clause shall survive termination of the Contract.

## **17 Industrial and Intellectual Property Rights of Third Parties**

- 17.1 The Parties shall inform each other immediately in writing if a third party alleges an infringement of third party rights caused by an IGEL-Product or such an allegation is possible or such a law-suit is pending.
- 17.2 IGEL shall in its sole discretion defend or settle claims, lawsuits and other actions of a third party based on an infringement of any industrial or intellectual property rights (e.g. patents, trademarks, copyrights and others).

- 17.3 IGEL indemnifies the Customer against all costs, damages and fees that the Customer bears for an infringement of a third party rights as per sec. 17.2 in the event that the claim of the third party was upheld by a competent court as to merit or if the Customer has acknowledged or settled those third party claims provided that IGEL had given its prior written consent to the Customer's acknowledgement or settlement.
- 17.4 It is the understanding of the Parties that it is IGELs primary obligation to defend third party claims. The Customer shall assign to IGEL the right to defend those third party claims on behalf of the Customer or to settle such claims out of court. The Parties shall agree to appoint the responsible legal advisor and IGEL shall be free to instruct such legal advisors as it sees fit in the event of a court dispute. IGEL shall not settle any claims or take any legal action detrimental to the Customer without the Customer's prior consent.
- 17.5 If a third party alleges the infringement of its rights, IGEL is entitled at its sole discretion:
- 17.5.1 to acquire at its expense a license for the Customer from such third party in order to continue using the IGEL-Product;
- 17.5.2 to change or to replace the IGEL-Product to the extent that it does not infringe such third party rights; or
- 17.5.3 if 17.5.1 and 17.5.2 is not reasonable to accept the return of the IGEL-Product concurrently against re-payment of the sale price (license fee) on a straight line basis of its depreciation value for three years.
- 17.6 Any liability of IGEL towards the Customer with respect to infringement of third party rights is excluded for third party claims and alleged claims if the claim is founded on:
- 17.6.1 the combination, the process or the use of an IGEL-Product together with other products, services, data or other material, that was not delivered by IGEL and if those third party claims would not have arisen without those other products, services, data or material;
- 17.6.2 changes and amendments of the IGEL-Product made by the Customer or its customer or upon request of the Customer or its customer;
- 17.6.3 the use of the IGEL-Product after the Customer or its customer was duly informed by IGEL that they have to refrain from further use of the IGEL-Product with respect to an infringement of third party rights and if IGEL has provided already a new version of the IGEL-Product that does not infringe third party rights;
- 17.6.4 the use of the IGEL-Product contrary to technical specifications and safety instructions of the IGEL-Product or beyond statutory law.

17.7 The Customer indemnifies and keeps indemnified IGEL in respect of all costs, losses, liabilities and expenses, that IGEL and its Affiliates, or their officers, employees, managers and managing director may incur in connection with any third party infringement claim if the Customer or its customer were using the IGEL-Product according to sec. 17.6.1 to 17.6.4 of these Terms or contrary to IGEL's EULA.

#### IV. FINAL CLAUSES

##### 18 Applicable Law

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

##### 19 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation except that the Parties agree that the EULA shall be governed by German law and any dispute that may arise in connection with the EULA must be submitted to the competent court of Bremen (Germany).

##### 20 Written Form/Deviating Agreements

20.1 Alterations, supplements and collateral agreements must be in writing, including the transmission by facsimile or by email as far as these are provided with a signature. The same applies in particular for annulment or alteration of this clause.

20.2 These Terms constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

##### 21 Severability Clause

21.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or

part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms .

21.2 If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Reading, June 2019

IGEL Technology Ltd.