MODULAR
LIGHTING INSTRUMENTS

STANDARD WARRANTY OF PRODUCTS

This Standard Warranty (in some cases also referred to as "Warranty Policy"') specifies the standard terms and conditions on warranty for the sale by PITS NV/SA, RPR: 0431.363.849, Z. 1 Researchpark 210, 1731 Asse (Belgium), exploitation address: Armoedestraat 71, 8800 Roeselare (Belgium), "Modular Lighting Instruments" ("Modular L.I.") of the Products listed below in Table 1 (for the purpose of this Standard Warranty all referred to as "Products"). Only the purchaser that has purchased Products directly from Modular L.I. ("Customer") can derive any rights from this Standard Warranty. "Modular L.I." means the legal entity selling the Products directly to Customer.
This Standard Warranty applies only for Products purchased on or after 1st of November 2026 in all countries (except Germany related to paragraph 6).
This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Modular L.I. currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Modular L.I. and Customer, including separate supply, distribution or sales contracts ("Terms and Conditions"). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.

1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Modular L.I. warrants to Customer that Products will be free from Defects for the limited warranty period(s) specified below in Table 1 ("Warranty Period"). For the purpose of this Standard Warranty, a "Defect" (or "Defective Product") means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Modular L.I., with consideration given to the overall performance of the Product.

Description of Product	Warranty Period
All products	5 years
Exceptions: Batteries, Hue, Casambi, LED bulbs (exclusive M-LED), emergency backups, sensors and control panels	2 years

Table 1: Description of Product and Warranty Period

2. Unless confirmed otherwise by Modular L.I., a Warranty Period starts on the date of delivery of the Product.

3. Modular L.I. will have no obligations under this Standard Warranty if Customer is in breach of Customer's payment obligations under Terms and Conditions.

4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Modular L.I. in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Modular L.I. under this Standard Warranty are subject to the following conditions:
   4.1. Customer shall keep proof of purchase for the Product available for inspection;
   4.2. Customer shall make claims under this Standard Warranty to Modular L.I. promptly and not later than thirty (30) days after discovery, and make available to Modular L.I. (or representatives) adequate records of operating history for the Product, at minimum the following information:
      4.2.1. name and/or type number of the Product;
      4.2.2. details of the (alleged) Defect, including the number and percentage of failures, and date-code of failure, as applicable;
      4.2.3. the invoice date and, if performed by Modular L.I., the installation date of the Product; and
      4.2.4. details of application, location, actual burning hours and number of switching cycles.
   4.3. Customer shall give a Modular L.I. representative on-site access to the Product for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to Modular L.I. for analysis.
   4.4. Customer shall obtain consent from Modular L.I. on the specifications of any tests it plans to conduct to determine whether a Defect exists.
   4.5. Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.

5. The obligations of Modular L.I. under warranty will be limited, at the option of Modular L.I., to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Modular L.I. is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/or specifications which do not affect the functionality of the Product. Modular L.I. may charge Customer for the reasonable costs incurred by Modular l.I. in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.

6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Modular L.I..

7. Unless otherwise agreed by Modular L.I. and Customer in writing, the obligations under warranty by Modular L.I. only apply to the Products listed under section 1. Modular L.I. does not provide any warranty for any other products, including third party products and products not marked with the MODULAR L.I. trademark or with other trademarks owned by Modular L.I.. In respect of software, Modular L.I. does not provide any warranty for any software that is not embedded in or delivered with any Products by Modular L.I., even if Modular L.I. refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. Modular L.I. does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to Modular L.I..

8. Modular L.I. will have no obligations under this Standard Warranty if the alleged Defect is found to have occurred as a result of any of the following:
   8.1. For gear excluded luminaires, the combined gear was not prescribed by Modular L.I. or purchased at Modular L.I., see latest driver matrix Driver Matrix, exceptions only possible by written confirmation of Modular L.I.;
   8.2. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Modular L.I., whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Modular L.I. cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industrywide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of Modular L.I. or by other third parties on which services rely (including connectivity and communication services);
   8.3. Electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Products and those set or defined by relevant supply standards for the Product;
   8.4. Ambient temperatures higher than 35°C for indoor products and 40°C for outdoor products;
   8.5. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Modular L.I. or non-compatible dimming systems or, and dimming modules;
   8.6. Failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Modular or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
   8.7. Failure to use the Products for the purposes for which these have been designed;
   8.8. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
   8.9. Any attempt at repair, alteration or modification not authorized by Modular L.I. in writing;
   8.10. Usage of LED products not taking the application instructions concerning potential pollution or cleaning into account;
   8.11. More than 10 switches by day, over a period of maximum 5 years;
   8.12. Outdoor fixtures installed equal to or less than 5km from coastal line, unless otherwise stipulated on the datasheet of the Product.

9. Modular L.I. will have no obligations under this Standard Warranty for aesthetical issues concerning
   9.1. Color or surface finishing deviations of glass, aluminum, steel and synthetic materials that meet the Modular L.I. quality tolerance requirements;
   9.2. All external visible damages that were not mentioned on the transport documents during reception of the goods.

10. Customer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.

11. This Standard Warranty, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Modular L.I. with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose which warranties Modular L.I. expressly disclaims. Customer shall not rely on any other information, from Modular L.I. or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Standard Warranty.

12. Modular L.I. may modify this Standard Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification(s).

1. OFFER, CONFIRMATION, AGREEMENT

(a) These terms and conditions ("Terms") apply to the sale or supply of all products or systems ("Products"), and the performance of all services (which includes any software provided as a service) ("Services") by PITS NV/SA, RPR: 0431.363.849, Z. 1 Researchpark 210, 1731 Asse (Belgium), exploitation address: Armoedestraat 71, 8800 Roeselare (Belgium), Modular Lighting Instruments ("Modular L.I.") to you ("Customer") and will form a necessary part of any Offer or Agreement therefore. Customer's ordering of Products or Services from Modular L.I. constitutes acceptance of these Terms, as such Terms may have been updated through the date of such order. As used herein, "Agreement" means any written agreement for supply, distribution, sale, or license of any Products or Services entered into between Modular L.I. and Customer, or any purchase order that is issued by Customer and accepted by Modular L.I.; and "Offer" means any quotation, proposal or offer provided to Customer by Modular L.I..

(b) Products and Services may include web or mobile applications that may be subject to additional terms ("Additional Use Terms") or software that may be subject to additional (end-user) software license conditions ("EULAs"), both from either Modular L.I. or an affiliate, or third parties. Such EULAs or Additional Use Terms will be made available together with the web or mobile application or software, as applicable. Except where specified otherwise in a EULA or Additional Use Terms, such EULA or Additional Use Terms will form part of the Agreement. Software will not be sold to Customer, but licensed subject to the license terms in section 10 below.

(c) In the event of any conflict or inconsistency between these Terms and the terms of any Agreement or Offer the terms of such Agreement or Offer will prevail. With respect to web or mobile applications or software, any Additional Use Terms or the terms of any applicable EULA will prevail over these Terms.

(d) The terms "agreed", "consent", "confirmed", "accepted", "informed", "notified" or "notice" and documents or acts of similar meaning will be deemed to be required to be done in writing, where "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record. The terms "includes" or "including" will be construed without limitation to the generality of preceding words.

(e) Any different or additional terms in any purchase order, blanket instructions, terms of purchase or other writing from Customer will be deemed a material alteration of these Terms and are expressly objected to and rejected and will be of no force or effect. Commencement of performance or shipment will not be construed as acceptance of any of Customer's terms or conditions. Course of performance or usage of trade will not be applied to modify these Terms.

(f) These Terms may be amended by Modular L.I. by posting an updated version on its website, provided that in respect of an Agreement and an Offer the version of the Terms applicable as of the effective date of the Agreement or the date of the Offer will apply.

(g) Offers by Modular L.I. are open for acceptance within the period stated in such Offer or, in the event that no period is stated, within thirty (30) days from the date of the Offer, provided that Modular L.I. may amend, withdraw or revoke any Offer at any time prior to the receipt by Modular L.I. of the acceptance of an Offer. No order submitted by Customer will be deemed final or accepted by Modular L.I. unless and until confirmed by Modular L.I..

(h) Customer is solely responsible for the accuracy of any order, including with respect to the specification, configuration or other requirements of Products and Services, and functionality, compatibility and interoperability with other products (not authorized by Modular L.I.), as well as fitness for particular use. Customer warrants that the information provided to Modular L.I. under an Agreement is complete, accurate and true, and Customer acknowledges that a failure to provide complete, accurate and true information or instructions to Modular L.I. may detrimentally affect Modular L.I.'s ability to discharge its obligations or exercise its rights under an Agreement.

(i) Any catalog, specification, price sheet or other similar documentation prepared by Modular L.I. is strictly for convenience only and will not be deemed as an Offer. Modular L.I. believes such documentation is complete and accurate at time of printing, but Modular
L.I. does not warrant that such documentation is error free. Modular L.I. will not accept responsibility for any damages in connection with errors of measurements, descriptions, application recommendations and the like.

(j) Products will be supplied in accordance with the standard functionalities, styles and sizes as described in Modular L.I.'s catalogs or, for special or made-to-order Products, in accordance with Modular L.I.'s drawings and specifications sheets. In the event of a conflict between an order of Customer and a drawing or specification sheet from Modular L.I. approved by Customer, the latter will prevail.

(k) Assumptions, exclusions and qualifications stated by Modular L.I. in Offers, Agreements or otherwise will direct the Agreement and will be construed as part thereof and guide its execution and interpretation.

(l) Where the performance under the Agreement relies on the approval, confirmation or acceptance by Customer of a (draft) proposal, design, deliverable, planning or any other action by Modular L.I., Customer shall do so within the period stated in the Agreement, or, in the event that no period is stated, within seven (7) days after receipt of a request from Modular L.I., in the absence of a response within such time period Customer will be deemed to have approved, confirmed or accepted as submitted by Modular L.I..

(m) In the event that Customer resells Products or incorporates Products and/or Services in offerings to its customer, Customer shall ensure that all its customers and/or end users of Products or Services comply with all relevant Customer's obligations under the Agreement and these Terms, and that the terms of its agreement with each of its customer(s) or end user(s) are consistent with the Agreement and these Terms, failing which Customer shall indemnify, defend and hold harmless Modular L.I. and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses, liabilities, costs (including legal costs) and expenses arising out of or in connection with any non-compliance.

2. PRICES AND TERMS OF PAYMENT

(a) In consideration of the sale of Products and/or the performance of Services by Modular L.I., Customer shall pay all prices and fees ("Prices") in accordance with the Agreement and this section 2. Prices are in euro and based on, according customer account settings, visible on quotation or order confirmation, either Delivery-at-Place (DAP Consignee) or Carrier and Insurance Paid (CIP Airport Consignee) Unless agreed and stipulated otherwise by the applicable INCOTERMS (latest version), Prices do not include any taxes, duties or other governmental fees, now or hereafter enacted, including value-added or similar taxes levied by any government, and Modular L.I. may add these to the Price or invoice separately, and Customer will reimburse Modular L.I. promptly on first request.

(b) Subject to notice to Customer, Modular L.I. reserves the right to adjust Prices for Products and/or Services not yet delivered or performed to reflect variations in individual costs of more than five percent (5%) including any foreign exchange rate fluctuations, raw materials and other costs of manufacturing and distribution, and labor costs, that take effect between the date of the Agreement and delivery of Products and/or performance of Services. In addition, if an Agreement has a term longer than twelve (12) months, Modular L.I. may adjust Prices as of each 1st April (i) for the change in the most recently published producer price index (PPI) compared to twelve (12) months earlier; and (ii) to reflect variations in the foreign exchange rate between the foreign currency and the Euro currency of more than 5% since the date of an Offer.

(c) Any cancellation, delay or other change by Customer of a purchase order previously accepted by Modular L.I. will require the prior approval of Modular L.I. and the approval will be without prejudice to any rights or remedies Modular L.I. may have under the Agreement or at law. If, on request of Customer, Modular L.I. agrees to any such change in purchase order or a change in an Agreement, including an (partial) cancellation, delay or suspension, the addition, omission, alteration, substitution or modification of the design, quality, standard, quantity, manufacturing site or performance (including sequence, quantities or timing) of Products and/or Services (each, a "Variation"), or a Variation is required due to (i) changes in applicable laws, regulations or industry standards, (ii) emergency situations, (iii) incorrect or incomplete information provided by Customer, or
(iv) non-compliance by Customer of any of its obligations under an Agreement, Customer shall reimburse Modular L.I. for all costs and expenses incurred in respect of such Variation promptly on first request.

(d) Modular L.I. may invoice Customer upon shipment of Products, or when Services have been performed. Modular L.I. may require (i) Customer to pay on fixed payment days;
(ii) an advance payment of (part of) the Price; and/or (iii) invoice per separate specified phase, time period or milestone of performance. Customer shall make net payment within thirty (30) days of date of invoice to the designated bank account of Modular L.I.. Customer shall pay all amounts due to Modular L.I. in full without any set-off, counterclaim, deduction or (tax) withholding.

(e) In the event Customer fails to make any payment due under an Agreement on the due date, then, whether or not Modular L.I. has made a formal demand for payment and in addition to any other rights and remedies available to Modular L.I., to the extent permitted by applicable law: (i) all amounts due from Customer will be considered payable and non-disputed, admitted debt; (ii) Customer shall pay Modular L.I. interest on all due amounts from the due date until Modular L.I. has received full payment thereof, at the legal interest rate applicable for late payment in commercial transactions, and shall pay Modular L.I. all costs of payment collection, including attorneys' fees; and (iii) Modular L.I. may cancel any credit issued to Customer and require, to its satisfaction, that Customer provides (additional) security, pre-payments or deposits, and may implement additional conditional payment terms or accelerate payments schedules for any outstanding performance.

(f) Modular L.I. may set off against and deduct from any amount that Modular L.I. (or any of its affiliates) owes to Customer under any agreement any amount that Customer owes to Modular L.I. or against any advance payments or deposits made by Customer. In the event that Modular L.I. sets off amounts in different currency it will use a commonly used currency conversion rate.

(g) For orders under €500.00 net, Modular L.I. charges €15.00 for freight and handling charges.

3. DELIVERY OF PRODUCTS; PERFORMANCE OF SERVICES

(a) Unless agreed otherwise, Products will be delivered according customer account settings, visible on quotation or order confirmation, on either Delivery-at-Place (DAP Consignee) or Carrier and Insurance Paid (CIP Airport Consignee), INCOTERMS (latest version). Modular L.I. shall perform Services at the location(s) agreed in the Agreement. Dates communicated or acknowledged by Modular L.I. are approximate only, and Modular L.I. will not be liable for, nor will Modular L.I. be in breach of its obligations to Customer, for any delay in delivery or performance, provided that Modular L.I. shall use commercially reasonable efforts to meet such dates. In the event of delay, Modular L.I. shall use commercially reasonable efforts to deliver Products or perform Services (where applicable) within a period that is reasonably needed given the cause of the delay, failing which Customer's sole and exclusive remedy will be to cancel the purchase order for undelivered Products and Services.

(b) Customer shall note any damage to Products caused in transit, or shortages thereto, on transport documentation immediately upon receipt of Products, with due regard to applicable instructions by Modular L.I. or the carrier. All Products delivered under the Agreement will be deemed accepted by Customer as conforming to the Agreement, and Customer will have no right to revoke any acceptance, unless Customer provides Modular L.I. notice of a claimed nonconformity within seven (7) days of the date of delivery. Notwithstanding the foregoing, any use of a Product by Customer or its customers after delivery will constitute acceptance of that Product by Customer. Modular L.I. shall at its option and within a reasonable time, correct nonconformities by either repair, make available parts, replace or deliver missing Products, or credit the Price paid by Customer for undelivered Products.

(c) Minor Nonconformities will not prevent or suspend acceptance by Customer of the Products, Services or both, and Modular L.I. shall correct these within a reasonable time. "Minor Nonconformities" are nonconformities or anomalies that do not hinder the overall operation and intended use of Products or Services in accordance with the specifications.

(d) Modular L.I. may make changes to the design, materials, fit and finish of Products or change working methods, communication systems, software or any other elements of Services, and Documentation provided that such changes do not materially affect the functionality of the Product or Services. Unless specifically agreed otherwise, Modular L.I. does not warrant the availability, accuracy, completeness, reliability, timeliness or output from Products and Services. Customer shall not use or rely on Products and Services for any other applications or purposes than agreed in the Agreement.

(e) Customer explicitly acknowledges that certain features or functionality of Products and Services may rely on the availability and correct functioning of third party service providers, as may be indicated by Modular L.I., including supply of energy, data storage, connectivity and communication services. These are outside of the control of Modular L.I., and Modular L.I. will have no responsibility or liability in this respect.

(f) Customer is responsible for all information, orders, instructions, materials, and actions provided or performed by Customer directly or by third parties engaged by Customer (excluding subcontractors of Modular L.I.) in connection with the delivery or performance by Modular L.I. of any Products or Services. Modular L.I. will be entitled to rely on the

accuracy and completeness of all information furnished by Customer, including where Modular L.I. provides data collection, design or audit services.
Upon request of Modular L.I., Customer shall promptly provide any other information, services or support under Customer's control and relevant to the performance by Modular L.I. under the Agreement.

(g) In the event of delay or interruption in delivery of Products or the performance of Services for reasons not attributable to Modular L.I. or due to a Variation, the timelines for performance by Modular L.I. will be amended accordingly. Modular L.I. will be entitled (in addition to the increased costs referred to in section 2(c)) to a reasonable compensation by Customer for any damages and/or costs incurred by such delay.

(h) In the event that an Agreement contains (minimum) stock requirements for Modular L.I., Customer shall at first request of Modular L.I. purchase Products kept in stock under such requirement.

4. USE OF PRODUCTS AND SERVICES

(a) Customer shall use Products and Services only for their intended purposes and in accordance with all instructions contained in the manuals, guidelines, warranty terms and any other terms and conditions applicable to such Products and Services or provided by any personnel of Modular L.I., deployed or subcontracted by Modular L.I. in the performance of an Agreement ("Personnel"). Customer shall maintain the site, site conditions and equipment supplied and/or used by Modular L.I. in the performance of Services (including cablings, fittings and electricity supply) in good condition, repair, and working order, and shall protect same against damage and external influences.

(b) Customer shall use and, where applicable, shall cause and ensure that end-users use web-applications, mobile applications and software in accordance with applicable Additional Use Terms and/or EULAs, and where applicable, keep a full back-up of such software installed readily available. In the event of a software error, Customer shall provide Modular L.I. with alerts or error messages and support Modular L.I. in updating or replacing software used in connection with performance under the Agreement.

(c) Customer shall not perform (or permit) any activity on any equipment or software supplied and/or used by Modular L.I. in the performance of Services, except normal use in accordance with the specifications or otherwise with the prior approval by Modular L.I.. In the event of any unauthorized actions, Modular L.I. may suspend the Services until the equipment or software has been restored to its original compliant state and charge Customer on the basis of a Variation, and until confirmed any warranty obligations of Modular L.I. with respect to such Services will be null and void. Any changes to equipment or software owned by Modular L.I. (or its licensors) will be exclusively owned by Modular L.I. (or its licensors), even if such changes have been performed by or for Customer.

(d) Unless expressly included in Services, for any Services requiring connection to a system from a remote location, Customer shall at its own expense and risk establish external system access for service staff of Modular L.I. (or its subcontractors). Customer shall make available technically competent staff as and when required to support Modular L.I. and, where applicable, Customer authorizes Modular L.I. to make use of Customer's IT infrastructure to connect to and share data with specified systems and/or services to perform Services.

(e) Modular L.I. shall not be responsible for the failure of any of its Products or Services to provide the expected performance, benefits, effects or outcome arising from: (i) Customer's failure to comply with the terms under the Agreement; (ii) failures or fluctuations of electric power; (iii) sunset/shutdown of connectivity and communication technologies; (iv) Force Majeure and other unusual external influences; or (v) Variations.

5. DESIGN SERVICES; DOCUMENTATION

(a) If included as part of Services, Modular L.I. shall provide design services in accordance with specifications as agreed by the Parties in writing. Unless otherwise agreed, all IPR (as defined in section 10(a)) in and to the deliverables arising out of design Services will exclusively vest in Modular L.I. or a Modular L.I. nominee. Customer shall not use, publish, copy or disclose these without prior approval of Modular L.I., which approval Modular L.I. may grant subject to certain conditions, including the payment of a reasonable fee.

(b) All the documentation provided by Modular L.I. in connection with the Products and Services, including any user manuals or instructions, catalogs, specification sheets, data, drawings, schedules, designs, source code, or any other documents or information obtained from Modular L.I. or created by Modular L.I. in whatever form including electronic or printed format ("Documentation") will remain the property of Modular L.I.. Documentation is not sold to Customer, but licensed subject to the license terms in section 10 below. Unless otherwise agreed, all IPR in and to the Documentation is retained by Modular L.I. or a Modular L.I. nominee. Customer shall not use, publish, copy or disclose the Documentation except in accordance with these Terms.

6. INSTALLATION; SERVICES ON-SITE

This section applies where Modular L.I. (or its subcontractor) will perform construction, cabling or installation activities ("Installation" or "Install") or other Services at a site owned or controlled by Customer.

(a) Customer is responsible for the timely completion of preparatory works and site preparations in conformity with requirements set by Modular L.I.. Customer shall prior to the agreed start of Installation or other Services on site, and in such a manner that Modular
L.I. can perform in the most efficient manner and within agreed time schedules: (i) provide and maintain the site conditions (including infrastructure); (ii) provide all necessary information, instructions, inspections, authorizations, approvals, permits and notify Modular L.I. about the location of any cables, electric power lines, water pipes or the like, including surveys describing physical characteristics, legal limitations and utility locations for the site; (iii) provide site access, including traffic management, where applicable; and (iv) put at the disposal of Modular L.I. all materials, tools, constructions and other facilities, and all other reasonable assistance in an accurate and timely manner, and at no additional costs to Modular L.I., all in compliance with applicable laws, including all applicable health and safety, electrical and building codes.

(b) Customer shall not call Modular L.I. upon site before the obligations under section 6(a) have been satisfactorily completed. In the event of waiting times of more than four (4) hours on a day, Modular L.I. may reschedule and charge Customer a full working day for that day for the resources concerned. Customer shall (i) provide a fully qualified representative to support Modular L.I. as and when required while working on site; (ii) provide utilities (including gas, water, electricity and connectivity), heating and lighting necessary for the performance on site; (iii) provide adequate and lockable rooms for Personnel (equipped with sanitary installations) and storage of materials, tools and instruments on or near the site; (iv) decommission and collect the materials that are replaced by Products and remove these from the site; and (v) assist Modular L.I. during (performance) tests. Upon request of Modular L.I., Customer shall arrange for the temporary shutdown of facilities at the site (including water systems).

(c) Upon finalization of Installation or other Services on-site, Modular L.I. shall notify Customer in accordance with the acceptance protocol agreed between the Parties. In the event that no such protocol has been agreed, within five (5) days after notice to Customer of finalization of installation or other Services on-site, Customer shall check and test the Service set-up, the Products supplied and/or Installed by Modular L.I. and, subject to sections 3(b) and 3(c), notify Modular L.I. of any Defect (as defined in section 9(a)), in the absence of which Customer will be deemed to have accepted the Service set-up, the Products supplied and/or Installed five (5) days after notice. Modular L.I. shall resolve Defects so notified within a reasonable period in accordance with section 9.

7. RISK AND TITLE

(a) Risk of damage to or loss of Products will pass to Customer (i) upon delivery by Modular L.I. to Customer in accordance with the applicable INCOTERM; or (ii) in the event that Modular L.I. Installs Products on-site, unless agreed otherwise, upon delivery on-site.

(b) Legal title to Products will pass to Customer only when Modular L.I. (or its financiers) has received payment for such Products in full and, to the extent permitted by applicable law, Modular L.I. received payment in full of all other amounts due by Customer under any other agreement with Modular L.I. (or any of its affiliates). Until legal title to Products has passed to Customer, Customer shall (i) not assimilate, transfer or pledge any of the Products, or grant any right or title in the Products to any third party, except in the normal course of business and against payment or subject to retention of title; and (ii) ensure that the Products remain identifiable as Products owned by Modular L.I.. In the event of breach by Customer, Modular L.I. may require that Customer return to Modular L.I., at Customer's cost (including costs for de-installation), all Products in which the title has not yet passed and Customer shall fully cooperate to enable Modular L.I. to collect such Products and grant Modular L.I. (or its representative) free access to the location of the Products, and other equipment supplied and/or used by Modular L.I. in the performance of Services.

8. FORCE MAJEURE

Modular L.I. will not be liable for any breach resulting from a Force Majeure event. If a Force Majeure event occurs, Modular L.I.'s performance will be suspended for the period of such Force Majeure event. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Modular L.I., whether or not foreseeable at the time of an Agreement, as a result of which Modular L.I. cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber attacks and hacking or non-performance by suppliers of Modular L.I. or by other third parties on which Services rely (including connectivity and communication services). In the event that Force Majeure event extends (or is reasonably expected by Modular L.I. to extend) for a period of three (3) consecutive months, Modular L.I. will be entitled to cancel all or any part of an Agreement without any liability towards Customer.

9. LIMITED WARRANTY AND DISCLAIMER

(a) In most instances, Modular L.I. Products are sold subject to an applicable standard limited warranty either accompanying the product or as published on Modular L.I.'s website as the standard warranty applicable for a particular Product (the "Standard Product Warranty"). For any Product that is sold by Modular L.I. that is not subject to an applicable Standard Product Warranty, Modular L.I. warrants only that for one (1) year from delivery to Customer the Products will be free from Defects. For any Services that are performed by Modular L.I., Modular L.I. warrants only that for thirty (30) days from the performance, the Service will be free from Defects (except in respect of Installation where this thirty
(30) days' warranty period will commence upon acceptance as set out in section 6(c). A "Defect" (or "Defective") means, in relation to a Product, that a Product has any defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Modular L.I., with consideration given to the overall performance of the Product and, in relation to Services, means that the Service has not been performed in a competent, diligent manner.

(b) Unless otherwise agreed by the Parties, Modular L.I. does not provide any warranty for third party products, products not marked with the MODULAR L.I. trademark or with trademarks owned by Modular L.I., nor for third party software, applications or services, or customized Products.

(c) Customer acknowledges that EULAs or Additional Use Terms may limit the warranty period for software (including web or mobile applications).

(d) In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Modular L.I. of alleged Defective Products or Defective Services prior to expiration of the warranty period. In the event that Modular L.I. decides, in its sole discretion, that a claim under warranty is valid, Modular L.I. shall, within a reasonable time, at its own option, repair or offer replacement products for Defective Products, or remedy or supplement any Defective Services. If despite reasonable efforts of Modular L.I., a Defective Product cannot be repaired, no replacement product can be supplied or Defective Services cannot be remedied or supplemented, Modular L.I. shall make an appropriate refund or credit of monies paid by Customer for those Defective Products or Defective Services. Repairs, replacements or remedies will not extend or renew the applicable warranty period. Customer shall obtain consent from Modular L.I. on the specifications of any tests it plans to conduct to determine whether a Defect exists. Replacement products supplied by Modular L.I. may have minor deviations in design and/or specifications which do not affect the functionality of replaced Product. In respect of any replaced or credited Products, Modular L.I. may, in its sole discretion, either claim the property of replaced or credited Products and require Customer to return these to Modular L.I., or instruct Customer to destroy these at Customer's costs.

(e) Customer shall bear the costs of access for remedial warranty efforts by Modular L.I., including removal and replacement of systems, structures or other parts of Customer's facility, the de-installation of Defective Products, and the re-installation of replacement products. Customer shall not return Products to Modular L.I. without consent of Modular L.I. and unless in accordance with applicable Modular L.I.' return policies. In the event that Modular L.I. decides that a claim under warranty is not valid, Customer will bear the costs incurred by Modular L.I. in handling and testing, and the transport of Products returned.

(f) Any indemnification and warranty obligations of Modular L.I. under an Agreement are conditional upon (i) proper storage, installation, use, operation, and maintenance of Products, all in accordance with user manuals, warranty policies and other instructions or terms communicated by Modular L.I. to Customer; (ii) Customer keeping accurate and complete records of operation and maintenance during the warranty period and providing Modular L.I. access to those records; and (iii) modification or repair of

Products or Services only as authorized by Modular L.I.. Failure to meet these conditions renders the warranty null and void. Modular L.I. will not be responsible for normal wear and tear and environmental or stress testing. The warranty provided in this section 9 does not apply to damage or failure to perform arising as a result of any Force Majeure or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Modular L.I. or any applicable standard or code.

(g) Any indemnification and warranty obligation of Modular L.I. under an Agreement will not establish, by themselves, any liability to third parties or the public. Nothing in an Agreement will be construed to create any obligation, standard of care or liability to persons or third parties.

(h) If a recall, retrofit, update, withdrawal or any other remedial action related to any Product is required, Customer shall fully cooperate and shall provide such assistance as Modular
L.I. may require. Customer shall keep accurate books and records to assure traceability of the Products in the event of a Product recall or any other remedial actions.

(i) SUBJECT TO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THE AGREEMENT, AND SUBJECT TO APPLICABLE LAW, SECTIONS 9, 11 AND 12(b), (c) and (d) STATE THE ENTIRE LIABILITY OF MODULAR L.I. AND ITS AFFILIATES IN CONNECTION WITH DEFECTIVE PRODUCTS OR DEFECTIVE SERVICES, REGARDLESS OF WHEN THE DEFECT ARISES, AND WHETHER A CLAIM, HOWEVER DESCRIBED, IS BASED ON CONTRACT, WARRANTY, INDEMNITY, TORT OR EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WILL EXTEND DIRECTLY TO CUSTOMER ONLY AND NOT TO ANY THIRD PARTY, INCLUDING CUSTOMER'S CUSTOMERS, AGENTS OR REPRESENTATIVES. MODULAR L.I. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AGAINST INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AN ESSENTIAL PURPOSE OF THE LIMITED EXCLUSIVE LIABILITIES AND REMEDIES UNDER THE WARRANTY IS ALLOCATION OF RISKS BETWEEN MODULAR L.I. AND CUSTOMER, WHICH ALLOCATION OF RISKS IS REFLECTED IN THE PRICES.

10. RIGHTS IN SOFTWARE, DOCUMENTATION AND INTELLECTUAL PROPERTY

(a) Subject to Customer's fulfillment of all obligations under the Agreement and these Terms, the supply of Products and/or Services (including software embedded in Products or Services) includes a non-exclusive and non-transferable limited license (without the right to grant sublicenses) to Customer under any intellectual property rights (including patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, domain names, trade secrets, know-how, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing, collectively: "IPR") of Modular L.I., to the limited extent that such IPR is embodied or embedded in the Products or Services purchased, to use or resell the Products (including Documentation) as sold by Modular L.I., and/or, for Services, to use the Services (including Documentation) during the term of the applicable Agreement in accordance with the applicable Services description. No rights to IPR are conferred to Customer or any third party other than explicitly granted under the Agreement or these Terms.

(b) In respect of any (embedded) software or other applications supplied to Customer, Customer shall not and shall not permit any third party to: (i) copy, reproduce, distribute, modify, adapt, alter, translate, or create derivative works therefrom; (ii) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software or other works; (iii) merge or incorporate such software with or into any other software; or (iv) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code or the algorithmic nature for such software, or to decode, de-crypt or neutralize any security measures in software or remove or circumvent the protection of software, without authorization from Modular L.I. except as explicitly allowed under applicable law; (v) perform any action with regard to software in a manner that would require the software, or any derivative work thereof, to be licensed under Open Source Terms, including but not limited to: (a) combining the software or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise; or (b) using Open Source Software to create a derivative work of the software, where "Open Source Software" means any software that is licensed under open source license terms that require as a condition of use, modification or distribution of a work: (1) the making available of source code or other materials preferred for modification, or (2) the granting of permission for creating derivative works, or (3) the reproduction of certain notices or license terms in derivative works or accompanying documentation, or (4) the granting of a royalty-free license to any party under IPR regarding the work or any work that contains, is combined with, requires or otherwise is based on the work.

(c) Customer acknowledges that third parties may own IPR related to Products or Services. Customer shall reproduce, without any amendments or changes, any proprietary rights legends of Modular L.I. or its third party suppliers in any software or Documentation provided by Modular L.I..

(d) Modular L.I. will be free to use in any way or form any ideas, suggestions, feedback or recommendations by Customer to Modular L.I. regarding Products or Services ("Feedback"), without payment of royalties or other consideration to Customer. Modular L.I. will own all IPR in Feedback. Modular L.I. is entitled to use output, deliverables and creations resulting from the performance of Services for its own publicity or for promotional purposes.

11. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

(a) Customer shall promptly notify Modular L.I. of any third party claim alleging that any of the Products and/or Services supplied to Customer by Modular L.I. infringes any third party IPR. Upon such notice, Modular L.I. may at its own option and at its own expense either: (i) procure for Customer the right to continue using such Product and/or Services; or (ii) provide a replacement non-infringing product for such Product of equivalent functionality; or (iii) modify such Product such that it is no longer infringing; or (iv) remedy such Service;
or (v) make an appropriate refund or credit of monies paid by Customer for that Product and/or Services.

(b) In the event that a claim referred to under section 11(a) results in any legal proceedings, Customer shall give Modular L.I. full authority, at the option and cost of Modular L.I., to settle or conduct the defence of such claim. Customer shall provide Modular L.I. with all assistance as Modular L.I. may reasonably require in connection with such defence of such claim. Customer shall not enter into any settlement in connection with any such claim, nor incur any costs or expenses for the account of Modular L.I. without the prior consent of Modular L.I..

(c) Subject to the provisions of sections 11 and 12, Modular L.I. will reimburse Customer in respect of any final award of damages by a court of competent jurisdiction holding that Products and/or Services as supplied by Modular L.I. under an Agreement directly infringe any third party IPR, provided that the infringement is held to be directly and solely attributable to the use by Customer of the Products and/or Service as supplied by Modular L.I. under the Agreement.

(d) Notwithstanding anything to the contrary provided in the Agreement, Modular L.I. will not be liable for, and the obligations of Modular L.I. set out in this section 11 will not apply to:
(i) any claim of infringement of third party IPR resulting from compliance with Customer's design, drawings, specifications or instructions; or (ii) use of any Products, deliverables and/or Services other than in accordance with its specifications or any claim based on or resulting from any modification or adaptation of a Product, deliverables and/or Service made by or on behalf of Customer; or (iii) any third party IPR covering any assembly, circuit, combination, method or process, in the manufacture, testing or application in which such Products and/or Services supplied by Modular L.I. may have been used; or (iv) any claim of infringement resulting from compliance with an industry standard applying to the Products or Services.

(e) With regard to any claim of infringement covered by section 11 (d), Customer shall fully indemnify Modular L.I. against any award of damages for any such infringement and shall reimburse all costs incurred by Modular L.I. in defending any suit or proceeding for such infringement, provided that Modular L.I. gives Customer prompt notice in writing of any such suit or proceeding for infringement and, if so requested, full authority to conduct the defence thereof.

(f) In the event that Modular L.I. receives notice claiming infringement of third party IPR in relation to any Products and/or Services supplied or to be supplied under an Agreement, Modular L.I. may, in order to limit or avoid liability, terminate the Agreement, suspend or discontinue the supply or performance to Customer of the Products and/or Services or parts to which such notice relates and Modular L.I. will not be liable to Customer by virtue of such termination, suspension or discontinuation.

(g) Subject to the exclusions and limitations set forth in section 12, the foregoing states the entire liability of Modular L.I. for infringement of third party IPR in connection with the supply of Products and/or Services.

12. LIMITATION OF LIABILITY

(a) THE LIABILITY OF MODULAR L.I. AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND ARISING FROM OR RELATED TO THE PROVISION OF PRODUCTS OR SERVICES TO CUSTOMER, OR OTHERWISE UNDER AN AGREEMENT, INCLUDING ANY INDEMNITIES, PENALTIES OR LIQUIDATED DAMAGE ("CLAIMS"), WILL BE LIMITED TO A MAXIMUM, AGGREGATE TOTAL ("LIABILITY CAP") OF (I) TWENTY PERCENT (20%) OF THE TOTAL PRICE PAID BY THE CUSTOMER FOR PRODUCTS AND/OR SERVICES TO WHICH SUCH CLAIMS RELATE, OR (II) EUR 2,000,000, WHICHEVER IS LOWER. FOR SERVICES THAT ARE PERFORMED ON THE BASIS OF SPECIFIED PHASES, TIME PERIODS OR MILESTONES ("MILESTONES") AS MAY BE SPECIFIED IN AN AGREEMENT, THE LIABILITY CAP WILL FURTHER BE LIMITED TO TWENTY PERCENT (20%) OF THE TOTAL PRICE PER EACH SUCH MILESTONE FOR ALL CLAIMS ARISING FROM OR RELATED TO SUCH MILESTONE.

(b) Modular L.I. will not under any circumstances be liable for any lost profits, lost savings, loss of data, loss of reputation, loss of goodwill, indirect, incidental, punitive, special or consequential damages, whether or not such damages are based on tort, warranty, contract or otherwise – even if Modular L.I. has been advised, or is aware, of the possibility of such damages.

(c) In order to be entitled to make a valid Claim, Customer shall notify Modular L.I. of any such Claim within thirty (30) days of the date of the event giving rise to the Claim, and any lawsuit relating to a Claim must be filed within one (1) year of the date of such notification. Claims that are not brought or filed in accordance with the preceding sentence will be null and void.

(d) The limitations and exclusions of liability will apply only to the extent permitted by applicable mandatory law.

13. CONFIDENTIALITY

Customer shall maintain any technical, commercial and financial information, including any Offer and (pricing) terms, other data disclosed to Customer by Modular L.I., and any Feedback, confidential and shall not disclose such information to any third party and shall not use any such information for any purpose other than as agreed by the Parties and in relation to the Offer and/or the Agreement.

14. EXPORT/IMPORT CONTROLS

(a) Certain transactions of Modular L.I. may be subject to export or import controls laws and regulations that prohibit or restrict the (re)export or transfer of certain items to certain countries, entities or individuals, such as the laws and regulations of the UN, EU and US ("Export Regulations"). The (re)export or transfer of Products and/or Services, as well as technical assistance, training, investments, financing, financial assistance, brokering and licensing of technology, are subject in all respects to the applicable Export Regulations and to the jurisdiction of the relevant authorities responsible for Export Regulations. If any such (re-)export or transfer requires an export or import license, or is otherwise prohibited or restricted under Export Regulations, Modular L.I. may, in its sole discretion, suspend its obligations to Customer until such license is granted or for the duration of any restrictions or prohibitions, or terminate (the relevant part of) the Agreement without incurring any liability.

(b) Customer shall impose all export control restrictions to any third party if the Products and/or Services are (re)exported or transferred to third parties. At the request of Modular L.I. and if required by applicable Export Regulations, Customer shall inform Modular L.I. on any (re)export or transfer of the Products in order to comply with Export Regulations and any other regulatory responsibilities governing the sale of the Products, including requirements on the traceability of Products that may apply to Modular L.I.. Customer shall not provide any statement or certification in support of restrictive trade practices or boycotts.

(c) Customer will comply with all applicable embargoes (Embargoed countries and territories), and economic and trade sanctions laws and regulations, including in any event, the United Nations Security Council ones. If Customer is a distributor, he will not sell directly or indirectly Modular L.I. products to "Embargoed countries and territories" which mean a country or territory that is itself the subject or target of any comprehensive sanctions (see the list published on the www.un.org website).

15. ASSIGNMENT

(a) Customer may not assign an Agreement, or any of its rights or obligations thereunder, without the prior consent of Modular L.I..

(b) Modular L.I. may delegate, assign, sell, novate or subcontract in part or in whole its obligations and rights (including receivables) under any Agreement to any of its affiliates or any third party without the prior consent of Customer – and if such consent would be required under applicable law, such consent is herewith provided, in which event Customer shall cooperate with Modular L.I.' efforts, including providing relevant information, executing documents and making payments to accounts or third parties as notified by Modular L.I..

16. COMPLIANCE WITH LAWS; ANTI-BRIBERY

(a) Customer shall at all times comply and shall take all actions reasonably necessary to ensure that its business partners shall comply, with all applicable local and international laws and regulations, including on anti-bribery and anti-corruption and the Export Regulations. Accordingly, Customer shall conduct its business honestly and not engage in any act of bribery or corruption.

(b) Should Modular L.I. receive any indications about a breach of the obligation under (a) Customer shall cooperate and provide Modular L.I. with all information required to allow Modular L.I. to verify such indications, and if founded, section 18 will apply.

17. HEALTH AND SAFETY

(a) The Parties shall comply with all applicable legislation, rules and/or regulations on the health and safety of workers and/or employees, as well as health and safety of the public in the vicinity. Customer shall provide and shall procure that its employees, agents, contractors or subcontractors provide safe work surroundings for Personnel and other representatives and shall take those measures prescribed by law and any other measures necessary for the prevention of accidents at the site and to ensure the health and safety of Personnel at the site. Customer shall timely inform Personnel of required safety precautions and advise Modular L.I. of all applicable site-specific health, safety, security and environmental requirements and procedures. Modular L.I. has the right, but not the obligation, to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the site.

(b) Customer shall ensure that no hazardous materials are present at the site. If hazardous materials are present, Customer shall and shall procure that its employees, agents, contractors or subcontractors handle these properly and if applicable, arrange for the appropriate removal and disposal thereof at the expense of Customer. If, in the reasonable opinion of Modular L.I., the health, safety, or security of Personnel or the site is, or may be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to hazardous materials, or unsafe working conditions, Modular L.I. may, in addition to other rights or remedies available to it, evacuate some or all Personnel from the site (with the reasonable assistance of Customer), suspend performance of all or any part of an Agreement, and/or remotely perform or supervise Services (if possible) with no further liability to Customer.

(c) Conditions at a site that differ materially from those disclosed by Customer, or previously unknown physical conditions at site that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, will be deemed a Variation.

18. BREACH; SUSPENSION; TERMINATION

(a) In the event of (i) a breach by Customer of any of the provisions of the Agreement or these Terms, including any failure to pay any amount as and when due; or (ii) in the reasonable opinion of Modular L.I., the financial position of the Customer (or a material change thereof) is likely to affect Customer's ability to perform its obligations under the Agreement; or (iii) any proceedings in insolvency, bankruptcy (including reorganization), liquidation or winding up are instituted by or against Customer, whether filed or instituted by Customer (voluntarily or involuntarily), a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or (iv) Customer ceases, or threatens to cease, to carry on business, or (v) the control over or ownership of Customer changes, then Modular L.I. may declare all amounts outstanding by Customer immediately due and payable and may set off any amount that Modular L.I. (or any of its affiliates) owes to Customer under any agreement including any advance payments or deposits made by Customer, against amounts due pursuant to section 18(b).

In addition, Modular L.I. may in its sole discretion by notice to Customer with immediate effect suspend or cancel any performance due from Modular L.I. (including production, delivery, installation and commissioning of Products, obligations under warranty and performance of Services) or terminate the Agreement or any part thereof, without any liability, and/or suspend or cancel any credit terms offered to Customer. Modular L.I. may only use the right to terminate an Agreement pursuant to this section if, in respect of an event under (i) above that is capable of being remedied, Customer fails to remedy the breach within fourteen (14) days, or in respect of an event under (ii), Customer fails to provide Modular L.I. with a bank guarantee or other security to the satisfaction of Modular L.I. within fourteen (14) days.

(b) Customer shall indemnify, defend and hold harmless Modular L.I. and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses (including loss of profits or turnover), liabilities, costs (including legal costs and costs incurred in relation to unfinished products) and expenses arising out of or in connection with any of the following events: (i) a breach by Customer of any of the provisions or obligations of the Agreement or these Terms, or the occurrence of any of the other events set out in section 18(a); (ii) any claim by third parties for any loss, damage or injury or death caused or alleged to be caused by the negligent use, application, or installation of Products, or caused by any modification of Product or integration of Product into other products not authorized by Modular L.I., by Customer or its contractors, agents, affiliates or customers to whom it sold Product; or (iii) non-compliance by Customer with section 7(b), in which event costs will include the full replacement costs of products, systems or other equipment.

(c) Upon (early) termination or expiration of an Agreement, (i) all rights and licenses granted to Customer under that Agreement will immediately cease; (ii) Customer shall return, delete (including from all hard disks and memory) or destroy (and a duly appointed officer shall certify to such destruction) all information disclosed under section 13, including software not embedded in Products, and all copies thereof; (iii) return to Modular L.I., at the costs of Customer, any Products of which (legal) title has not passed to Customer (in accordance with section 7) and any other products, systems or equipment supplied and/ or used by Modular L.I. in the performance of the Services; and (iv) all reasonable costs and expenses incurred by Modular L.I. (including a reasonable profit) for any activities related to work performed by Modular L.I. prior to such termination will be considered due, payable and non-refundable.

(d) In the event of a suspension that lasts for more than two (2) months, the provisions of section 18(c)(iv) will also be applicable to any activities related to work performed by or for Modular L.I. prior to such suspension.

(e) The rights of Modular L.I. pursuant to this section 18 will be in addition to any other rights and remedies Modular L.I. may have at law or in equity. In the event of termination of an Agreement, the terms and conditions destined to survive such termination or expiration will so survive. Termination will not affect the rights of the Parties accrued up to the date of termination.

19. GOVERNING LAW AND FORUM

(a) The laws of Belgium govern all Agreements, Offers and these Terms, without regard to conflict of law principles. Any legal action or proceeding arising out of or in connection with an Agreement, an Offer or these Terms that cannot be settled through consultation in good faith within thirty (30) days after notice from either Party that a dispute exists, will be brought exclusively in the courts of Brussels, Belgium, provided that Modular L.I. will always be permitted to bring any action or proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

(b) Nothing in this section 19 will be construed or interpreted as a limitation on either Party's right under applicable law to seek injunctive or other equitable relief, to take any action to safeguard its possibility to have recourse on the other Party or to bring action or proceedings in relation to any failure to pay any amount as and when due.

20. PRIVACY AND USE OF DATA

(a) Each Party shall comply with all applicable data protection laws. Unless agreed otherwise by the Parties, Modular L.I. (or its subcontractors) will not process information relating to any identified or identifiable natural persons ("Personal Data") for Customer or on Customer's behalf. In the event that Modular L.I. processes Personal Data, it does it as part of its own legitimate business purposes, in accordance with the "Modular L.I. Privacy Notice available on our website: https://www.supermodular.com/en/privacy.

(b) Customer acknowledges and agrees that Modular L.I. and its affiliated companies (or their respective subcontractors) may collect information and data generated from Products and Services (including any third party product, service or system provided in conjunction with the Product and/or Service) and/or the use thereof ("Usage Data"). Modular

L.I. is entitled to use the Usage Data, free of charge, at any time during the term of an Agreement and afterwards, in its sole discretion for any purposes whatsoever, including to aggregate or compile Usage Data with other data, create IPR or derivative works of or modify or adapt Usage Data to provide, maintain, and improve products and services, and to develop new products or features or services. Unless otherwise stated in the Agreement, EULA or Additional Use Terms, Modular L.I. shall ensure that the use of Usage Data will exclude any Personal Data and any data that would enable the identification of Customer or company or organization.

21. MISCELLANEOUS

(a) The invalidity or unenforceability of any provision of these Terms or an Agreement will not affect the validity or enforceability of any other provision thereof, all of which will remain in full force and effect. In the event of such finding of invalidity or unenforceability, the Parties shall endeavor to substitute the invalid or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided. At reasonable notice, Customer shall assist Modular L.I. in verifying Customer's compliance with the Agreement.

(b) Any right of Modular L.I. set out in these Terms will be without prejudice to any rights or remedies Modular L.I. may have under the Agreement or at law or in equity. Customer acknowledges that Modular L.I. . and any of its affiliates are intended to be third-party beneficiaries for purposes of all benefits under, and may enforce the provisions of the Agreement, including these Terms, where applicable. The failure or the delay of either Party to enforce any provision of these Terms or an Agreement will not constitute a waiver of such provision or a waiver to enforce it.

(c) The terms of an Agreement (including these Terms and any other terms and conditions forming part thereof) state the entire understanding and agreement between the Parties as to the sale of Products and performance of Services under that Agreement and will supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between Modular L.I. and Customer with respect to the subject thereof. The Parties expressly acknowledge that, in entering into an Agreement, no reliance has been placed on any representations which have not been incorporated as part of that Agreement. No variation to an Agreement will be binding upon either Party unless made in writing and signed by an authorized representative of each of the Parties.

(d) Prices and terms are subject to correction for typographical or clerical errors.