

GTC 21-01

General Terms and Conditions for provision of services and equipment for AddSecure Smart Alarms & Link

1. INTRODUCTION

1.1 These general terms and conditions (The **“Terms and Conditions”**) apply to purchase of hardware and subscription for electronic communication services, respectively, from the AddSecure group company set out in the order form (**“Supplier”**).

1.2 If Customer is a consumer and the subject matter of the agreement is subject to the Consumer Sales Act, the Consumer Services Act or equivalent consumer legislation, such legislation shall take precedence over these Terms and Conditions.

1.3 These Terms and Conditions constitute an integral part of the Agreement.

1.4 In the event of a conflict between the terms of different documents of the Agreement, the terms of the Terms and Conditions shall take precedence over the other agreement documents unless expressly stated in the Agreement. Deviation from the Terms and Conditions shall be agreed upon in writing with explicit reference to these Terms and Conditions and signed by Supplier in order to be binding upon Supplier.

2. DEFINITIONS

“Agreement” means the agreement, including changes and additions agreed upon by the parties, for the Subscription Service and for purchase of Hardware that Customer enters into with Supplier (including the Terms and Conditions, Customer’s purchase order, the purchase order confirmation and other documentation referred to as being part of the Agreement).

“Borrowed Equipment” means such communication equipment that, if expressly stated in the Agreement, Supplier has undertaken to provide as part of the Subscription Service.

“Connection Point” shall have the meaning given to it in clause 4.1 and the Agreement.

“Customer” means the party entering into the Agreement with Supplier.

“Customer Connection” means all types of communication links for which Customer is responsible, such as Borrowed Equipment, rented connection, internet etc.

“Customer’s Facility” means the equipment and the infrastructure used or needed by Customer in order to use the Subscription Service, for example the infrastructure, electrical sockets, property network, Customer Connection, Borrowed Equipment, etc. necessary for the Subscription Service.

“Hardware” means hardware that Customer purchases from Supplier and which Supplier provides to Customer under the Agreement. Borrowed Equipment does not constitute Hardware.

“Installer” means a third party engaged by Customer to install, deploy, carry out error tracing or otherwise manage the Subscription Service and/or Hardware.

“Specification” means specification of the Subscription Service and the Hardware respectively.

“Subscription Service” is a service that includes the subscription provided by Supplier and, as the case may be, Borrowed Equipment for electronic communication services.

“Supplier Connection” means a fixed communication link provided by Supplier.

3. PRICES AND PAYMENT TERMS

3.1 Unless otherwise stated in the Agreement, compensation and fees are payable in accordance with Supplier’s current price list from time to time. Compensation and fees consist of variable and/or fixed fees, arrangement and administration fees, invoicing fee and other compensation that Supplier is entitled to under the Agreement. All prices are exclusive of value-added tax, other taxes and levies, which are invoiced in addition thereto.

3.2 If the Customer is unable to use the Subscription Service or Hardware for reasons attributable to Customer or due to circumstances outside Supplier’s area of responsibility or control (e.g. if Customer has not fulfilled its obligations pursuant to clause 4.1.1) this does not discharge Customer from its obligation to pay for the Subscription Service and the Hardware respectively.

3.3 Invoices are due and payable thirty (30) days after invoice date. In case of late payment, Supplier may charge Customer for written payment reminders and interest in accordance with the Swedish Interest Act.

3.4 Subscription Service

3.4.1 For the Subscription Service, a subscription fee under the Agreement as well as fees under clause 3.1 are payable. Supplier’s price list, as changed from time to time, sets out the prices for the provision/usage of the Subscription Service in accordance with the Agreement. If Customer uses

the Subscription Service in other ways than as permitted and Supplier thereby incurs costs, Supplier has the right to charge Customer the costs with a surcharge of 15 %.

3.4.2 Supplier may invoice arrangement and administration fees when Supplier has received Customer's purchase order. Unless otherwise specified in the Agreement, variable subscription fees are invoiced in arrears and fixed subscription fees in advance in accordance with the charging period(s) stipulated in the Agreement. The charging period commences and Supplier may start charging from the earlier of (i) the agreed start date for the provision of the Subscription Service, and (ii) when the Supplier has deployed the Subscription Service so that it is ready for activation.

3.4.3 Supplier may, during the agreement term, change the subscription fee and other fees with effect as from the coming charging period. Such change shall however be notified in an appropriate way, e.g. via post, e-mail, notification in invoice and/or on Supplier's website, at the latest one month prior to the first day of the coming charging period.

3.4.4 In addition to price changes under clause 3.4.3, Supplier may on an annual basis change its prices and fees on the basis of the by Eurostat published Labour Cost Index by NACE, GEO EU28 (or the index replacing this index in the future), code J (Information and Communication) D11 (Wages and Salaries), with the index figure for quarter 2 in the year the parties entered into the Agreement as base year. Price adjustments will be made once per calendar year and shall correspond to the change of the index between the most recently published index figure for the 2nd quarter, compared to the index figure for the 2nd quarter of the previous year. The price adjustments shall be effective as of the date specified by Supplier.

3.5 Hardware

3.5.1 In the case of purchase of Hardware, prices and fees apply in accordance with the Supplier's current price list from time to time and clause 3.1.

3.5.2 Unless otherwise stated in the Agreement, purchased Hardware is invoiced at the time of delivery.

4. SUBSCRIPTION SERVICES

4.1 Provision of Subscription Service

4.1.1 Customer is responsible for the Connection Point at Customer's Facility and for ensuring that other equipment and infrastructure required according to clause 4.2.2 in order for Customer to use the Subscription Service is deployed and in working order.

4.1.2 Supplier is responsible for providing:

a) the Subscription Service as from the date that it is activated by Supplier and Customer has taken all measures Customer is required to take under clause 4.1.1.

b) the Subscription Service, to the extent stipulated in the Specification and in accordance with the methods and standards Supplier normally applies for the Subscription Service.

c) transmission of information included in the Subscription Service to the Connection Point specified in section i)-ii) below.

(i) In the case of Supplier Connection, the Connection Point is the physical point at Customer's Facility to which Supplier or its sub-contractor delivers the service.

(ii) In the case of Customer Connection, communication over WAN or another network or cable connection, the Connection Point is the physical point for outgoing connection (router) to WAN or the equivalent at Supplier's hosting premises.

4.1.3 Supplier shall not make any changes to the Subscription Service with regards to alarm recipients other than if instructed by Customer, or alternatively by Installer that has a proxy from Customer.

4.2 Customer's use of the Subscription Service

4.2.1 Customer is responsible in relation to Supplier for usage of the Subscription Service. Customer may only use the Subscription Service for the purpose and to the extent stated in the Agreement.

4.2.2 Customer shall have in place and be responsible for all the equipment, infrastructure, network connection and documentation that is not included in the Subscription Service but that is necessary for Customer's use thereof. Customer shall ensure that the above complies with and is used in accordance with applicable law and regulations issued by public authorities, such as requirements concerning climate and electrical connection. Furthermore, Customer is responsible for the consumption of electrical power necessary in order to use the Subscription Service. Customer is responsible for ensuring that all equipment and infrastructure is adequately protected from intrusion or other unauthorised access/manipulation.

4.2.3 If Borrowed Equipment is included in the Subscription Service, Customer is responsible for using, protecting, taking care of and maintaining it with proper attention and care and in accordance with Supplier's instructions. Customer may only use and dispose of Borrowed Equipment to make use of the Subscription Service. All other usage or disposition requires Supplier's written approval. Customer bears the risk of loss and deterioration of Borrowed Equipment and shall, upon termination of the Agreement,

without delay and at its own cost and expense, return to Supplier the Borrowed Equipment in at least the same condition as the equipment was in when provided to Customer (with the exception of normal wear and tear). Customer is liable and shall compensate Supplier for any loss of or damages to the Borrowed Equipment or if the Borrowed Equipment is not returned as described above.

4.2.4 Customer is responsible, as the case may be, for giving instructions to alarm recipients regarding measures to be taken in the event of alarms, including false alarms.

4.2.5 Customer shall provide Supplier with the information requested by Supplier in order to be able to provide the Subscription Service. Customer shall notify Supplier without delay in the event of changes to such information.

4.2.6 Customer is responsible for ensuring that the codes, identities, passwords or similar provided by Supplier are kept, protected and used in a secure way. This information is confidential and may not be disclosed to third parties. Supplier shall not be liable for measures taken by third parties using Customer's code, password, identity or similar, that affects the Subscription Service.

4.3 Connected equipment

4.3.1 Customer may only connect to the infrastructure used for provision of the Subscription Service (e.g. Customer's Facility, Customer's Connection or Supplier's Connection) such equipment that Supplier has approved and that complies with statutory requirements.

4.3.2 Customer must immediately disconnect equipment that disrupts the Subscription Service, regardless of whether the equipment has been approved by Supplier or not.

4.3.3 If equipment has been connected to the above-mentioned infrastructure in breach of the Agreement, Customer is liable for all damage caused thereby. Customer is also liable to pay compensation for error tracing and damage caused due to incorrect equipment being connected to the infrastructure. Supplier also has the right to suspend or restrict Customer's access to the Subscription Service with immediate effect under clause 4.5.

4.4 Extraordinary user restrictions

Supplier has the right to limit Customer's access to the Subscription Service or to suspend Customer completely to the extent that Supplier deems necessary for technical, maintenance or operational reasons. Supplier shall however, to the extent possible, inform Customer in advance thereof by appropriate means and with reasonable notice.

4.5 Restriction of access to the Subscription Service

Supplier may suspend or restrict Customer's access to the Subscription Service with immediate effect:

- a) in the event of Customer's overdue payment,
- b) if Customer uses the Subscription Service in breach of clause 4.2, or
- c) if equipment has been connected to the infrastructure used for the Subscription Service in breach of clause 4.3, if Customer does not allow or facilitate Supplier's investigation of such equipment or if Customer, despite being requested to do so, does not disconnect disruptive or illegal equipment.

4.6 Error correction

4.6.1 If the Subscription Service is erroneous, Supplier shall if possible correct the error, within the timeframe required by the circumstances. Supplier normally and unless otherwise is specified in the Agreement, corrects errors during office hours on weekdays.

Erroneous Subscription Service shall be understood as the Subscription Service not being available at the Connection Point or not having the functionality stated in the Specification. Minor deviations that do not prevent Customer from using the Subscription Service or that are of minor importance to Customer do not constitute errors. Impeded or lost availability or functionality of the Subscription Service shall not constitute an error if caused by:

- a) Restriction of Customer's access to the Subscription Service under clause 4.4,
- b) A circumstance caused by Customer, for example, Customer's breach of its obligations under clause 4.3 or a circumstance that Customer is otherwise responsible for, such as for instance Customer's Facility or other infrastructure used by Customer for the Subscription Service,
- c) A circumstance for which Supplier has not explicitly undertaken responsibility or which is otherwise outside Supplier's control, for instance, under clause 7, insufficient access to the internet, defects in third party communication network, weather problems or, in the case of wireless communication, unfavourable transmission or reception conditions due to buildings or geographical structures such as terrain, tunnels or other physical barriers.

4.6.2 If Customer has made a complaint in time, the errors in material respects prevents Customer from using the Subscription Service and Supplier, despite reasonable attempts, fails to rectify the error within a reasonable time period from Customer's complaint, Customer has the right

to, by means of written notice, give Supplier a final deadline for rectification. The deadline must be reasonable and no less than ten (10) working days. If Supplier, despite having received the notice regarding a final and reasonable deadline for rectification, fails to rectify the error within the deadline, Customer may terminate the Subscription Service with immediate effect by written notice.

4.6.3 Except as expressly provided in clause 4.6, Supplier has no responsibility and Customer has no rights, in the event of errors in the Subscription Service.

4.7 Limitation of notifications

To avoid situations with uncontrolled transmission of alarm notifications, for example, in the event of errors in alarm equipment, Supplier has the right to limit the number of alarm notifications.

4.8 Term and termination

4.8.1 A Subscription Services Agreement where the charging period is shorter than twelve months shall remain in force until further notice and may be terminated by either party with at least three (3) months notice, to end no earlier than at the end of the initial charging period. In the case of agreement for Subscription Service where the charging period is twelve months or longer, the Subscription Service may be terminated by either party by three months written notice to end no earlier than after 12 months. Termination notices shall be in writing.

4.8.2 Customer may terminate the part of the Agreement concerning the Subscription Service, without being subject to a notice period in accordance with the following:

- a) If Customer has the right to terminate according to clause 4.6.2.
- b) If Customer's use of the Subscription Service is permanently impaired due to changes made to the Subscription Service by Supplier causing performance and functionality being materially deteriorated.
- c) If Supplier has notified about a rise in prices in accordance with clause 3.4.3 or change of terms in accordance with clause 4.9.2, Customer may terminate the part of the Agreement concerning the Subscription Service, to end on the day that the price rise / change of terms becomes effective, however subject to Supplier receiving written notice of termination at least two (2) weeks before the start day of the coming charging period.

4.9 Changes

4.9.1 Supplier has the right to change the Subscription Service. Such change shall be made in such a way as to limit any disruptions. Changes to the Subscription Service may entail that Customer's Facility or other infrastructure that Customer utilises in order to use the Subscription Service

needs to be adapted. Customer shall bear the costs of adaptation.

4.9.2 Supplier has the right to change these Terms and Conditions; such change shall become effective as from the following charging period. Supplier shall notify changes in accordance with clause 3.4.3.

5. HARDWARE

5.1 Delivery period

5.1.1 Unless otherwise expressly stated in the Agreement, any information or statement regarding delivery period shall only be deemed a non-binding estimate. In such instance, Supplier's undertaking is limited to using reasonable efforts to make the delivery within the estimated period. The delivery period commences on the date that the parties enter into the purchase agreement.

5.1.2 If Supplier, after entering into a purchase agreement, realises that delivery will not be possible within the estimated delivery period, Supplier shall by appropriate means notify Customer of a new estimated delivery period.

5.1.3 If delivery is not made within the estimated delivery period, Customer has the right to demand that delivery is made within a reasonable final delivery period, which however must be no less than ninety (90) days from the day Supplier received the demand. If the Supplier does not deliver within the delivery period, the Customer may cancel the purchase of the Hardware without any fees.

5.1.4 Except as expressly provided in clause 5.1, Supplier has no responsibility and Customer no rights, in the event of a delivery delay.

5.2 Delivery terms

5.2.1 Delivery of Hardware is made ExWorks "Supplier's warehouse" (Incoterms 2010) if the Customer is responsible for the transport. If the parties have agreed that the Supplier is responsible for the transport, the delivery is made CPT (Incoterms 2010) and the Supplier is entitled to charge the Customer for costs associated with the transport as well as the Supplier's from time to time current administration fee.

5.3 Warranty and liability for errors

5.3.1 Supplier warrants that the Hardware delivered is free from errors at the time of delivery. If the Hardware deviates from the Specification and therefore cannot be used for Customer's intended purpose more than to a minor extent, that shall constitute an error. The warranty does not cover normal wear and tear of the Hardware under customary operating conditions or events occurring after the passing of risk, such as incorrect installation or use of the Hardware, changes or modifications to the Hardware without

Supplier's written approval, thunder/overvoltage or insufficient maintenance of the Hardware.

5.3.2 If within twelve months from the date of passing of risk, an error is found in the Hardware and Customer has made a complaint in time, Supplier undertakes, at its own discretion as expeditiously as required by the circumstances, to correct the error by either:

a) repairing the Hardware at a location of Supplier's choice or, if Supplier deems it more appropriate, at the location where the Hardware is situated; or

b) delivering a replacement item or replacement component to Customer whereupon Supplier shall be deemed to have rectified the error when the replacement item or component is received by Customer.

5.3.3 Transport of the Hardware to the location specified by Supplier is carried out at Customer's risk and cost. Return transport and delivery of replacement item/component within Sweden is made at Supplier's risk. All transport to Supplier of Hardware regarding which Customer has submitted a complaint, shall be agreed in advance and the Hardware shall be marked with a return number.

5.3.4 If repair or installation is carried out at Customer's premises, Customer shall ensure that Supplier and its sub-contractor has full access to the Hardware and to the premises in which the Hardware is located.

5.3.5 If Supplier omits to correct errors for which Supplier is responsible under these Terms and Conditions, Customer may, by written notice, give Supplier a final deadline for error correction. The deadline shall be reasonable and no less than ten (10) working days. If Supplier, despite having received notice of a final deadline for error correction as described above, fails to correct the error by the deadline, Customer is entitled to cancel the purchase.

5.3.6 Except as specified in clause 5.3, Supplier is not liable for and Customer has no rights in relation to errors. Supplier is not liable for errors that appear or that Customer sends a complaint regarding after the warranty period.

5.4 Producer liability

To the extent that the Hardware is subject to Directive 2012/19/EU of the European Parliament and of the Council on waste electrical and electronic equipment (the WEEE Directive) or equivalent national implementation of the WEEE Directive, Supplier shall, at Customer's written request, provide disassembly, transport and removal of the Hardware supplied by Supplier under the Agreement or of such products that are replaced by the Hardware ("Scrapping Services"). Scrapping Services are provided by Supplier or its sub-contractor upon request and subject to a separate quotation.

6. DUTY OF EXAMINATION AND COMPLAINT

6.1 Customer is obliged to, immediately after delivery, examine the Hardware supplied to ascertain that there are no visible errors and damages to the Hardware and that the items delivered conform to Customer's order. Customer is obliged to submit a complaint regarding visible errors and damages, as well as any deficiencies in quantity and identity immediately and no later than within ten working days from the Hardware being in Customer's possession. Otherwise, Customer loses its right to invoke visible errors and damages and will bear costs and expenses for the transport of supplementary or replacement delivery.

6.2 Customer is obliged to submit its complaint regarding errors in Hardware or Subscription Service. If Customer does not submit a complaint without delay and no later than within 30 days after Customer having noticed or ought to have noticed the error, Customer loses its right to invoke the error.

6.3 If Customer submits a complaint regarding erroneous Hardware or Subscription Service, and it turns out there are no errors for which Supplier is liable, Customer shall compensate Supplier for any work or costs incurred by Supplier due to the incorrect complaint and, in the case of complaint regarding the Subscription Services, error tracing according to Supplier's from time to time current price list.

6.4 Complaints must be made in writing.

7. GROUNDS FOR EXEMPTION (FORCE MAJEURE)

7.1 If a party is prevented from performing its obligations under the Agreement or if the performance is made significantly more difficult or is delayed due to (i) circumstances beyond a party's reasonable control, such as, war, act of terror, natural disaster, labour dispute, sabotage, biological virus, computer virus or other malicious acts, lightning, electrical power cuts, fire, changes in public authority regulations, action taken by public authorities, mobilisation, military call up, requisition, confiscation, insurgency or riot, deficiencies in a third party's communication network, general shortage of means of transport (as well as goods or energy), or (ii) and defaulted, erroneous or insufficient delivery or performance by a sub-contractor due to any of the circumstances outlined in section (i) (together "Force Majeure"), the party shall be excused, and the dates by which performance obligations are scheduled to be met shall be extended and the party shall not be liability to pay damages or otherwise liable.

7.2 A party's right to delay the date of performance and to be exempted from liability to pay damages and other liability respectively is subject to the party, without undue delay after having become aware of the reason for Force Majeure, notifying the other party thereof.

7.3 If a party's performance of its obligations under the Agreement are substantially prevented for more than three (3) months due to Force Majeure, Customer may with immediate effect cancel Hardware not yet delivered (except if the Hardware is unique for the Customer), Customer may with immediate effect terminate the Subscription Service and Supplier may with immediate effect terminate the Agreement. Termination or cancellation shall be made in writing.

8. REGISTRATION OF INFORMATION

8.1 In order to invoice correctly, ensure that Customer is represented by an authorised person and prevent abuse, Supplier will register information about Customer. The following information will be registered (a) Customer's name, address, invoicing address and company registration number, (b) Customer's telephone number, (c) Customer contact person, (d) location and address for installation, (e) recipients (e.g. of alarms and messages) and transmission method for alarms or other communication, and (f) the name, telephone number and contact person of distributors and Installers.

8.2 To the extent that the information above contains personal data, Supplier is separate controller of the processing. Supplier shall only use the information for the purposes stated above. Supplier shall take appropriate technical and organisational measures to protect the information.

8.3 Supplier may, in addition to the information detailed above, retain information that is created in connection with or as a result of, Customer's use of the Subscription Service. Such information includes, but is not limited to, information about passage, opening of doors and other types of user patterns. The information that is retained according to this section does not contain personal data.

9. CONFIDENTIALITY

9.1 Each party undertakes not to disclose information to third parties about the use of the Subscription Service and the content of telecommunications traffic as well as information about the other party's internal business. Customer undertakes not to use such information for other purposes than for using the Subscription Service and Hardware. A party may only use the other party's confidential information in order to perform its obligations or exercise its rights under the Agreement.

9.2 However, the above limitations do not apply when a party, due to enforcement by a public authority, an administrative order by a public authority or mandatory legislation, is obliged to disclose such information which is otherwise to be regarded as confidential or to information that is known or that party can show has become known other than by breach of the Agreement.

10. PRODUCT LIABILITY

10.1 Customer undertakes to indemnify Supplier to the extent that Supplier is found liable to a third party for damage or loss caused by Hardware, use of the Subscription Service or other work under the Agreement to real or movable property or the consequences of such damage or loss.

10.2 The limitations of liability pursuant to clause 10.1 do not apply in the case of Supplier's gross negligence or when Supplier is liable pursuant to mandatory Swedish law.

10.3 If a third party brings a claim against Supplier or Customer for compensation for damage or loss referred to in this clause, the other party shall immediately be notified thereof in writing.

10.4 Supplier and Customer are obliged to accept being summoned to the court or arbitral tribunal handling a claim regarding compensation against any of them, if the claim is based on damage or loss alleged to be caused by Hardware, use of the Subscription Service or other work under the Agreement. The relationship between Supplier and Customer shall however always be settled and governed in accordance with clause 10.1 and 10.2.

11. LIMITATION OF LIABILITY

11.1 Supplier is only liable for breach of the Agreement caused by Supplier's, or someone's for whom Supplier is responsible, negligence or wilful misconduct. Supplier is not liable for damage caused by Customer or someone for whom Customer is responsible. The same applies when the provision of the Subscription Service is delayed, hindered or impeded as a result of an action taken or has been required for technical, maintenance or operational reasons.

11.2 Supplier is under no circumstances liable for loss of production, loss of revenue, loss of profit, claims from third party or other indirect damage or loss. Furthermore, Supplier is not liable for losses caused by for example fire, burglary, damage or disruption in the production process, patrolling or emergency call out, regardless of whether the Hardware or the Subscription Service were erroneous or unusable or if the error has not been rectified within the timeframe required by the circumstances. Supplier's liability to pay damages is in all circumstances limited to:

a) In the case of damage or loss caused by or related to the Subscription Service: An amount corresponding to three (3) months' charges for the Subscription Service (per subscription).

b) In the case of damage or loss caused by or related to Hardware purchased from the Supplier: An amount corresponding to fifteen (15) % of the price for the Hardware that caused the damage or loss.

c) In the case of damage or loss caused otherwise than as described under item a) or b) above: An amount corresponding to two (2) months' charges for the Subscription Service.

11.3 The party claiming breach of contract shall take reasonable measures to limit the damage. If the party omits to do so, damages shall be reduced or waived entirely.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Customer is hereby granted a limited, non-transferrable and non-exclusive right during the term of the Agreement to use the Subscription Service and Hardware in accordance with the terms of the Agreement.

12.2 Except for the right to use the Subscription Service and the Hardware under the Agreement, Supplier and/or its licensors reserve all rights including intellectual property rights, to the Subscription Service, software (including in the Hardware), and associated documentation. Customer may not, in addition to what Supplier has agreed to in writing, use, copy, change or otherwise handle software or documentation associated with the Subscription Service or Hardware, nor transfer or grant rights to such software or documentation to any third party.

12.3 Supplier is not liable for infringement of third party's rights caused by Customer's use of the Subscription Service/Hardware in breach of the Agreement or in an unintended way or that is caused by Customer changing the Subscription Service/Hardware or usage in combination with Customer's or a third party's equipment. Customer discharges Supplier from liability for and shall indemnify and hold harmless Supplier against all third-party claims made or brought against Supplier due to such use/change and all costs, fees, damages and other expenses incurred by Supplier as a consequence thereof.

12.4 A party may use the other party's company name, trademarks or other marks subject to the other party's written consent.

13. TERMINATION FOR CAUSE/DUE TO TRANSFER

13.1 In addition to the rights to terminate specified in the Terms and Conditions:

a) Supplier may terminate the Agreement with immediate effect if Customer fails to perform its obligations (for example, payment delays), hinders or otherwise impedes Supplier's ability to perform its obligations.

b) Customer may, subject to clause 4.6, 5.1 and 5.3, terminate the Agreement with immediate effect if Supplier to a significant degree fails to perform its obligations under the Agreement and Supplier does not rectify within a reasonable time period after written notification.

13.2 Termination or notification of cancellation shall be made in writing by means of letter or e-mail and without undue delay after the invoked circumstance has become known or ought to have become known to the terminating or cancelling party. Termination is valid from the time when Supplier has received the termination notice. The Supplier shall confirm in writing to the Customer the time at which the Agreement ceases to be in force.

13.3 Customer may, subject to Supplier's written consent, transfer the Agreement to a third party. The transfer shall be made in writing and becomes effective when Supplier has signed the transfer document that is signed by Customer and the third-party transferee.

14. DISPUTES AND APPLICABLE LAW

Any disputes, controversy or claim arising out of or in connection with this Agreement shall be settled by the court in the capital of the country in which Supplier is registered, and the law of the same country shall apply without reference to its conflict of law or choice of law provisions.