

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCOPE

- 1.1 These terms and conditions of purchase (the "**Terms**") shall apply to any purchases of goods (the "**Goods**") and services (the "**Services**") by EmTroniX, a limited liability company incorporated under the laws of Luxembourg, with its registered office at 150, Rue de Niederkorn, L-4991 Sanem, VAT LU18652974 ("**EmTroniX**") from any supplier ("**Supplier**").

2. AGREEMENT FOR THE PURCHASE OF GOODS AND SERVICES

- 2.1 These Terms, together with the specific terms and conditions included or referenced in the Order Form (collectively the "**Agreement**") constitute the entire agreement between EmTroniX and the Supplier for the purchase of the Goods and Services by EmTroniX from Supplier, superseding any prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether in written or oral form. Notwithstanding the foregoing, if a separate written contract signed by both parties is in existence covering the purchase of the Goods or Services covered hereby, "**Agreement**" shall be understood as including the terms and conditions of said contract, provided that said terms and conditions shall prevail to the extent they conflict or are inconsistent with these Terms. The specific terms and conditions set out in the Order Form shall prevail to the extent they conflict or are inconsistent with these Terms.
- 2.2 Supplier's quotation, proposals, price lists, or other communications from the Supplier (collectively "**Supplier Quotation**") shall not be binding on EmTroniX. Only duly issued and written purchase orders ("**Order Form**" or "**Order**") from EmTroniX shall constitute a binding commitment. EmTroniX shall not be obligated to purchase any Goods or Services unless and until an Order Form has been issued and accepted in accordance with these Terms. Any Order is subject to these Terms and the terms and conditions specifically set forth in the Order Form. The Supplier's general terms and conditions of sale, whether referenced in the Supplier Quotation, Supplier's confirmation of the Order Form, Supplier's invoices, or elsewhere, do not apply to, and are expressly excluded from, any transaction between EmTroniX and the Supplier for the purchase of Goods and Services, even if EmTroniX has not expressly rejected them. Placing the Order Form, accepting delivery or making any payment does not constitute acceptance by EmTroniX of any of the Supplier's general terms and conditions.
- 2.3 Unless the Supplier provides written notice of rejection within five (5) days from issuance of the Order Form, the Order, including any terms and conditions set out in the Order Form and these Terms, shall be deemed accepted and fully binding upon the Supplier. For the purposes of these Terms, "days" shall mean calendar days. The Supplier shall only be entitled to reject the Order Form within the aforementioned period if, and only to the extent, the Order Form includes specific terms and conditions that were not known by the Supplier at the time of making the Supplier Quotation. Commencement of performance by Supplier, or accepting any payment, shall also constitute Supplier's unqualified acceptance of the Order, including any terms and conditions set out in the Order Form and these Terms.

- 2.4 No terms and conditions issued by Supplier after EmTroniX placing the Order Form (e.g. in any Order Form confirmation or acceptance) shall be binding upon EmTroniX unless, and to the extent, expressly accepted in writing through an (amendment to an) Order Form. Modifications to the Agreement are valid only when expressly agreed to in writing by the parties.

- 2.5 Orders may only be executed by the Supplier after the issuance of an Order Form by EmTroniX. Similarly, as of the issuance of the Order Form by EmTroniX, the Supplier may under no circumstances modify and/or cancel the Order, at any time and for any reason whatsoever, except with the prior written consent of EmTroniX.

- 2.6 EmTroniX can amend the Order at any time by forwarding a changed Order Form in writing, which must be signed and returned by the Supplier within five (5) days following receipt. If EmTroniX has not received a written confirmation or notice to the contrary within five (5) days after receipt of the changed Order Form, the changed Order Form will be deemed accepted, and the amendment will have no effect on the initially agreed terms of delivery.

- 2.7 Any Orders placed by EmTroniX shall not be construed as implying any exclusivity or future purchasing commitment, including specific volumes, toward the Supplier. EmTroniX reserves the right, at its sole discretion, to place or not place future Orders – whether identical or similar to previous ones – with the Supplier or any other party.

3. TERMS OF DELIVERY

- 3.1 Each delivery of Goods and/or Services must be accompanied by a delivery note recalling the Order number, the description and quantity of the Goods and/or Services ordered, as well as, where applicable, certificates of conformity, certificates of materials, analysis reports and any other documents that are part of the deliverables requested by EmTroniX in the Order Form.

- 3.2 EmTroniX reserves the right to refuse any delivery of Goods that is not accompanied by the aforementioned information and documents. The Goods must be shipped with packaging that complies with any applicable laws and regulations and the special instructions given by EmTroniX so that they do not suffer any deterioration during transport and/or storage. Packaging is under the sole responsibility and expense of the Supplier.

- 3.3 For the execution of Orders, the Supplier is bound by an obligation of result, so that each delivery must be made in full and without splitting, except if specifically agreed otherwise in writing.

- 3.4 On time performance is a material condition of the Order and failure to perform according to the delivery times set out therein, if unexcused, shall be considered a material breach. In the event of non-compliance with delivery deadlines, EmTroniX may automatically charge the Supplier a non-discharge daily penalty equal to one percent (1%) of the total amount of the order concerned (excluding taxes), for each day of delay and from the first day until the day of actual delivery, within the limit of ten percent (10%) of the total amount of the Order concerned (excluding taxes).

3.5 For the purpose of applying late payment penalties, it is expressly agreed that any delivery by the Supplier of non-compliant Goods and/or Services, regardless of whether it meets the initially agreed deadlines, shall be deemed a delay in delivery if it necessitates rescheduling a new delivery date. In such cases, any applicable late payment penalties shall accrue only from the rescheduled delivery date of compliant Goods and/or Services.

3.6 In addition to the aforementioned, EmTroniX may also:

- (i) refuse to perform and/or suspend the performance of its own obligations (in particular payment);
- (ii) continue the enforcement of the Supplier's obligations;
- (iii) request a reduction in the price;
- (iv) pronounce the resolution of the Order and have its execution continued by any other third party of its choice; and/or
- (v) seek compensation for the damage suffered.

4. TRANSFER OF RISK AND OWNERSHIP

4.1 Unless stipulated otherwise by EmTroniX, deliveries of Goods are made Delivery Duty Paid (DDP, Incoterms 2020) to the places and dates indicated in the Order Form. For the avoidance of doubt, any agreed Incoterm shall apply solely for the purpose of allocating transport-related costs and shall not affect the allocation of risk or the transfer of ownership as set out in the remainder of this Section.

4.2 The Supplier shall bear all costs and risks associated with the Goods until they are actually delivered to EmTroniX at the agreed locations and dates, and until EmTroniX has issued a formal written acceptance of the Goods. Subject to Section 6, formal acceptance shall be deemed granted if EmTroniX does not raise any objections within thirty (30) days following delivery. For the avoidance of doubt, such deemed formal acceptance shall in no event extend to any hidden defects. Ownership of the Goods shall transfer to EmTroniX only upon such formal acceptance, regardless of when or where EmTroniX takes physical possession, unless the Order Form specifically provides for earlier passage of title. Consequently, EmTroniX refuses any retention of title clause having directly or indirectly the purpose of subordinating and/or conditioning in any way whatsoever, the transfer of ownership of the Goods to the payment of all or part of the price.

5. PRICE – INVOICING – PAYMENT

5.1 The prices of the Goods and/or Services, and such other relevant specific financial terms (e.g. discounts), are those set out in the Order Form. Unless otherwise agreed, the prices of the Goods and/or Services are exclusive of taxes, free shipping and packaging.

5.2 The prices communicated by the Supplier and duly accepted by EmTroniX are firm and definitive.

5.3 After each delivery of Goods and/or Services, the Supplier sends EmTroniX an invoice by email to olivier.ruy@emtronix.lu, containing all the particulars required by applicable laws and regulations. EmTroniX may refuse any non-compliant invoice within ten (10) days of receipt of the invoice, without prejudice to the right of EmTroniX to refuse any delivery of Goods and/or

Services within thirty (30) days of receipt of the Goods and/or Services concerned in accordance with the clauses referred to in Section 6.

5.4 Unless otherwise agreed between the parties, the Supplier's invoices are paid within thirty (30) days from the date of issue of the invoice concerned.

5.5 The Supplier undertakes to inform EmTroniX without delay of any transfer, discount and/or other method of transmission of its claims to any third party whatsoever.

6. NON-CONFORMITY OF GOODS AND SERVICES

6.1 The mere receipt of the Goods and/or Services by EmTroniX does not constitute acceptance thereof by EmTroniX. In any event, the Supplier shall remain bound by its obligations of compliant delivery and guarantees. EmTroniX's acceptance of Goods or Services shall not be deemed to diminish EmTroniX's rights or be final or binding on EmTroniX if latent defects, fraud, or misrepresentation on the part of Supplier exists.

6.2 The inspection of the Goods and/or Services will be carried out by EmTroniX from their receipt, in particular according to the Order Form concerned.

6.3 EmTroniX may refuse any delivery of Goods and/or Services by sending a written notification to the Supplier of non-conformity mentioning the defects found, during a period of thirty (30) days from receipt of the Goods and/or Services concerned.

6.4 In the event of non-conformity, EmTroniX reserves the right to, at its sole discretion: (i) cancel all or part of the affected Order and return the non-compliant Goods and/or Services at the Supplier's sole expense; or (ii) require the Supplier to replace the non-compliant Goods and/or reperform the non-conforming Services, entirely at the Supplier's expense and within the deadlines specified by EmTroniX, all without prejudice to EmTroniX's right to claim additional damages.

6.5 The risk of loss of, or damage to, nonconforming Goods remains with Supplier until cure or acceptance.

7. GUARANTEES

7.1. The Supplier warrants that the Goods and Services, and such other agreed deliverables (technical documentation, certificates, etc.) supplied under the Agreement (i) shall be of merchantable quality, fit for the purpose intended by the Agreement and free from defects in material and workmanship, (ii) shall conform with the agreed specifications and be in compliance with the Agreement and all applicable laws and regulations, and (iii) shall be new.

7.2. Supplier warrants that the Goods delivered pursuant to the Order shall:

- (i) be and only contain materials obtained directly from the Original Component Manufacturer or the Original Equipment Manufacturer (collectively, the Original Manufacturer ("OM")) or an authorized OM reseller or distributor;
- (ii) not be or contain counterfeit items or suspect counterfeit items; and

- (iii) contain only authentic, unaltered OM labels and other markings.

Supplier shall obtain and retain all documentation required to fully trace the distribution and sale of the Goods delivered hereunder back to the relevant OM, and, on request of EmTroniX, shall provide such authenticating documentation.

- 7.3. Supplier warrants that any hardware, software and firmware Goods delivered under the Order:

- (i) shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware;
- (ii) shall not contain any third-party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of EmTroniX, or (b) may require distribution, copying or modification of any software free of charge; and
- (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.

- 7.4. Supplier warrants to have all the human, material and technical means to ensure the compliant execution of Orders placed by EmTroniX.

- 7.5. Supplier is obliged to inform EmTroniX of all the documents, elements, indications, clarifications and questions that are necessary to allow the proper understanding and realization of the Orders placed with Supplier. In any case, any supply by EmTroniX of documents, elements, indications and details, and any assistance that may be provided by EmTroniX to the Supplier in the execution of orders can in no way limit the Supplier's responsibilities under its obligations of compliant delivery and guarantees.

- 7.6. Supplier undertakes to report, without undue delay, to EmTroniX any anomaly and/or event likely to have an impact on the deadlines, characteristics and conditions for performing its obligations under the Agreement.

- 7.7. Supplier shall keep its work and all Goods and Services supplied by it hereunder free and clear of all liens and encumbrances.

- 7.8. The warranties under this Section shall inure to the benefit of both EmTroniX and EmTroniX's customers. Supplier shall be liable for and save EmTroniX harmless from any loss, damage, or expense that EmTroniX may suffer from breach of any of these warranties.

8. SUPPLIER'S LIABILITY – AUDITS

8.1. Responsibilities in relation to Goods and Services

- 8.1.1. The Supplier is fully responsible for the production and supply of the Goods and Services ordered by EmTroniX (including the choice of its own suppliers, subcontractors, the manufacturing and production processes) in accordance with the Agreement.

- 8.1.2. In particular, the Supplier is informed that the Goods and Services ordered are to be integrated by EmTroniX in its production of equipment and solutions provided to its customers, so that all the warranty obligations set forth in the Agreement extend to any equipment, solution and service provided to EmTroniX's customers and integrating the Goods and Services performed by the Supplier.

- 8.1.3. The Supplier is obliged to inform EmTroniX of any evolution, modification and/or adaptation of the Goods, Services and/or their characteristics that may be required by any applicable laws and regulations or competent governmental authority or agency, and undertakes to propose to EmTroniX a quote to carry out such evolutions, modifications and/or adaptations.

- 8.1.4. More generally, the Supplier assumes sole and complete responsibility, without limitation of amount, for any direct, indirect, material and/or immaterial damages that EmTroniX may suffer and that may result from the execution, non-performance and/or improper execution of any Agreement.

- 8.1.5. Similarly and in all circumstances, the Supplier remains solely responsible for all prejudices and damages, whatever their nature, that the material goods and/or persons under its responsibility may suffer and/or cause during the execution of Orders issued by EmTroniX.

8.2. Labour law – subcontracting

- 8.2.1. The Supplier certifies that it does not use concealed labour, child labour or any type of labour in violation of the fundamental principles accepted by the International Labour Organisation.

- 8.2.2. Without limiting the generality of the foregoing, the Supplier will provide at EmTroniX's request all the documents required by the applicable regulations relating to the hiring of employees and the fight against illegal work, as well as all the documents certifying that it is up to date with its declarations of payment of all social contributions and/or tax.

8.3. Supplier's compliance with laws and regulations

- 8.3.1. Supplier represents and warrants that it shall comply with all applicable laws and regulations relating to the sale of the Goods and Services, including but not limited to export control laws, sanctions regulations, anti-bribery and anti-corruption laws. Supplier shall not sell, export or transfer the Goods or Services in violation of such laws, and shall obtain all necessary licenses, permits or approvals required under applicable laws.

- 8.3.2. Supplier shall indemnify and hold EmTroniX harmless from and against any and all claims, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of the warranty set forth in this Section.

8.4. Audits

- 8.4.1. EmTroniX reserves the right to conduct audits or request supporting documentation to verify compliance with this Section 8. EmTroniX may be assisted by third parties acting on its behalf in the performance of such audits.

9. REMEDIES

- 9.1. Except as otherwise provided herein, the rights and remedies of EmTroniX hereunder shall be in addition to its rights and remedies at law or in equity.
- 9.2. EmTroniX shall be entitled at all times to set off any amount owing at any time from Supplier to EmTroniX, against any amount payable at any time by EmTroniX to Supplier.

10. INTELLECTUAL PROPERTY

10.1. Definitions

- 10.1.1 For the purposes of these Terms, the following definitions apply:

- (i) **"Background IP"**: means any Intellectual Property existing at the date of placing the Order or developed independently of the activities under the Agreement, that is under the control of Supplier or EmTroniX, and that is reasonably necessary, relevant or useful for performing the activities under the Agreement. For the purpose of this definition, "control" means ownership and/or the right to grant access or licenses to third parties.
- (ii) **"Intellectual Property"**: means all patent applications and patents and any patent term extensions, corporate names, service marks, logos, trade dress and trademarks (whether or not registered), utility certificates and models, inventors' certificates, copyrights, database rights, designs, domain names, trade secrets, Know-How and any other proprietary rights, priority rights, prior user rights and all other rights of a like nature in each case whether registered or unregistered and in any jurisdiction.
- (iii) **"Know-How"**: means any inventions (whether patentable or not), data, instructions, ideas, software, algorithms, discoveries, procedures, methods, techniques, advice and any other knowledge each in whatever form, and any materials, in each case in possession of or developed by a party.
- (iv) **"Results"**: means any inventions (whether patentable or not), data, instructions, ideas, software, algorithms, discoveries, procedures, methods, techniques, advice and any other knowledge each in whatever form, and any materials, Goods and/or Services, generated, acquired, discovered, conceived, developed or derived by EmTroniX and/or Supplier (whether alone or with others) as a result of executing the Agreement or otherwise arising out of or in connection with the preparation (e.g. during the quotation, tender or proposal stage) and/or execution of the Agreement.
- (v) **"EmTroniX Results"**: means all Results, other than the Supplier Results.
- (vi) **"Supplier Results"**: means Results generated solely by Supplier, which are strictly improvements to and/or modifications of the Supplier's Background IP and which are not severable therefrom, and do not incorporate and which can be used independently of (i) any Background IP of EmTroniX, (ii) any Confidential Information of EmTroniX, and/or (iii) Goods and Services.

10.2. Proprietary rights

- 10.2.1 Unless otherwise expressly agreed in the Agreement, all specifications, information, data, drawings, software, materials and any other items supplied to EmTroniX by Supplier shall be disclosed to EmTroniX on a non-proprietary basis and may be used and/or disclosed by EmTroniX without restriction.

- 10.2.2 Unless otherwise expressly agreed, all specifications, information, data, drawings, software, materials and other materials, data, or information which are (i) supplied to Supplier by EmTroniX or (ii) obtained or developed by Supplier in the performance of the Order or paid for by EmTroniX shall be proprietary to EmTroniX, shall be used only for purposes of providing Goods or Services to EmTroniX pursuant to the Order, and shall not be disclosed to any third party without EmTroniX's express written consent

- 10.2.3 Supplier shall clearly mark, maintain in inventory, and keep segregated or identifiable all of EmTroniX's property.

10.3. Background IP

- 10.3.1 Each party remains the sole owner of its Background IP.
- 10.3.2 Supplier shall clearly mark and keep segregated all of EmTroniX Background IP.
- 10.3.3 Any Background IP disclosed by EmTroniX to Supplier shall be deemed Confidential Information from EmTroniX and shall be governed by the provisions of Section 11.

10.4. Results

- 10.4.1 All EmTroniX Results, and all Intellectual Property vested therein or arising therefrom, shall be and shall at all times remain the sole and exclusive property of EmTroniX.
- 10.4.2 Therefore, the Supplier:
- (i) shall, without delay, inform EmTroniX of any Results;
 - (ii) hereby assign (or cause to be assigned) free of any restrictions and/or additional remuneration and charges, to EmTroniX, all rights to the EmTroniX Results; or
 - (iii) in the event that such an assignment would be made impossible under the law, shall grant to EmTroniX an exclusive, unconditional, royalty-free, worldwide license to all the EmTroniX Results and the related Intellectual Property for any purpose.
 - (iv) shall take all required and necessary measures with its staff, employees, collaborators, subcontractors and own suppliers, to vest in EmTroniX as its sole and exclusive property the right, title and interest in and to all such EmTroniX Results.

- 10.4.3 Only EmTroniX may decide whether or not to protect all or part of the EmTroniX Results by any intellectual and/or industrial property title, or more generally by any other means of protection it deems appropriate.

- 10.4.4 The Supplier shall refrain from using, reusing, exploiting and/or marketing to any third party whatsoever the EmTroniX Results and the related Intellectual Property, the latter of which have been carried out for the exclusive needs of EmTroniX.

10.5. License grant

10.5.1 Supplier and EmTroniX hereby grant to the other a non-exclusive license to its Background IP to the extent such is necessary for performing the activities under the Agreement. Any license granted by EmTroniX may not be sublicensed by Supplier to any subcontractors or third parties without the prior written consent of EmTroniX.

10.5.2 Supplier hereby grants to EmTroniX a worldwide, irrevocable, non-exclusive, fully paid-up license (for a time period during which the Supplier Results and/or Background IP of Supplier are protected under the laws of any relevant jurisdiction), with the right to grant sublicenses to multiple tiers, to the Supplier Results and Background IP of Supplier to use, operate, maintain, reproduce, modify, transform, distribute, integrate, sell, and enjoy the full benefit of the Goods, Services and/or EmTroniX Results. For the avoidance of doubt, EmTroniX may not commercially exploit the Supplier Results and Background IP of the Supplier independently of the Goods, Services and/or EmTroniX Results.

10.6. Warranties relating to Intellectual Property

10.5.1 The Supplier guarantees that the performance of the activities under this Agreement do not infringe or misappropriate any third party Intellectual Property rights, proprietary information or materials of any third party; and that it and its employees, directors, consultants, subcontractors, collaborators and agents are entitled and appropriately authorized to enter into the Agreement and to perform their obligations under the Agreement free of any restrictions or encumbrances.

10.5.2 If all or part of the Results and the related Intellectual Property are constituting or alleged to constitute an infringement of third party Intellectual Property rights, or unfair and/or parasitic competition, the Supplier shall:

- (i) obtain for EmTroniX the right to continue to use the Results without limitation or additional costs for EmTroniX, and to the extent this is not possible, shall modify, adapt, correct and/or replace the Results so that they no longer constitute an infringement, or unfair and/or parasitic competition; and
- (ii) indemnify and hold EmTroniX harmless for all damages, liabilities, costs and expenses incurred by EmTroniX in connection with such infringement, or unfair and/or parasitic competition.

11. CONFIDENTIALITY

11.1 For the purposes of these Terms, "**Confidential Information**" means any information disclosed or otherwise made available by or on behalf of EmTroniX to Supplier for the purpose of the preparation (including for preparing the Supplier Quotation) and/or execution of the Agreement, whether in oral, visual, written electronic, or any other form. Information to which the Supplier gains access during visits to the premises of EmTroniX shall also be considered Confidential Information. Confidential Information may include, but is not limited to data, know-how, technical information, processes, drawings, designs, documents, plans, specifications, software, source or object codes, algorithms, business plans, customer information, project information, trade and business secrets. Confidential Information also includes the existence, scope and terms of the

Agreement (and of any document making part of the Agreement).

11.2 The Supplier shall:

- (i) hold the Confidential Information at all times in strict confidence using at least the same degree of care with respect to Confidential Information that it exercises with respect to its own information of similar nature (but in no event less than a reasonable degree of care);
- (ii) except as set forth in subparagraph (iv), not disclose Confidential Information to any third party without EmTroniX's prior written consent;
- (iii) restrict the use of Confidential Information to the purpose of executing the Agreement (and not use it for any other purposes), and not publish or disclose any results derived from such use of the Confidential Information or use EmTroniX's name, logo, trademark, trade dress or service mark without its prior written consent;
- (iv) The Supplier shall limit the disclosure of Confidential Information to those of its employees, officers, directors, agents and consultants ("Representatives") whose duties justify the need to know such information in furtherance of the execution of the Agreement, who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorized disclosure or use on terms at least as stringent as those contained herein. The Supplier shall be liable for acts by any of its Representatives in violation of the Agreement as if they were actions or omissions of the Supplier;

11.3 EmTroniX reserves the right to request at any time the destruction and/or return without delay of all Confidential Information.

11.4 The stipulations of this Section shall remain applicable throughout the execution of the Agreement, increased by a period of ten (10) years from the end of execution of the Agreement. Notwithstanding the foregoing, any information qualifying as a trade secret under the applicable law shall continue to be treated as Confidential Information for as long as it retains its status as a trade secret.

12. ACCESS TO SUPPLIER'S RECORDS AND FACILITIES

12.1 Supplier shall maintain general records relating to the Agreement for a minimum period of four (4) years after completion of the Agreement or for such longer period as required by law or the Agreement.

12.2 In order to assess Supplier's work quality, compliance with the Agreement, and/or Supplier's overall financial condition, EmTroniX or its authorized agents and representatives shall have the right, during normal business hours and with adequate notice, to inspect all facilities used for the performance of the Agreement and any relevant records, materials, tooling, and equipment.

13. INFORMATION TECHNOLOGY ASSURANCE

13.1 Supplier shall maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are:

- (i) supplied to Supplier by EmTroniX, or
- (ii) obtained or developed by Supplier in the performance of the Agreement or paid for by EmTroniX (collectively, “**EmTroniX Data**”), and to comply with any law or regulation applicable to such data, including the General Data Privacy Regulation (GDPR).

13.2 If an event occurs whereby Supplier knows, or reasonably believes, that EmTroniX Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals (“**Security Incident**”), Supplier shall:

- (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and
- (ii) notify EmTroniX in writing promptly, but not later than seventy-two (72) hours after discovering the Security Incident. Supplier's notification to EmTroniX of a Security Incident shall include sending an email to dpo@emtronix.lu and Supplier shall encrypt emails to EmTroniX regarding Security Incidents using industry standard encryption methods.

14. FORCE MAJEURE

14.1 For the purposes of these Terms and in accordance with applicable laws, “**Force Majeure**” shall mean an event beyond the Supplier's control and without their fault or negligence, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose occurrence or effects cannot be avoided by appropriate measures.

14.2 In the event of Force Majeure, the Supplier undertakes to inform EmTroniX in writing as soon as possible and never beyond a period of seven (7) days from the occurrence of the Force Majeure event.

14.3 If the Supplier fails to notify EmTroniX within the specified period, it shall be precluded from invoking Force Majeure to relieve itself of its contractual obligations or liability.

14.4 In the event of notification of Force Majeure under the conditions and deadlines mentioned above, only the performance of the obligations affected by the Force Majeure will be suspended. In any case, the Supplier undertakes to take all useful and adequate measures to reduce and/or limit the effects of the Force Majeure event vis-à-vis EmTroniX.

14.5 Upon the disappearance of the Force Majeure, the Supplier undertakes to resume the scrupulous execution of its obligations and commitments provided for in the Agreement.

14.6 In the event Force Majeure continues for a period exceeding one (1) month, EmTroniX shall have the right to immediately terminate any Order or Agreement, without liability and without any compensation. In this case, EmTroniX shall be entitled to reimbursement of any advance payments made for undelivered Goods or unperformed Services.

15. TERMINATION**15.1. Termination for convenience**

15.1.1 EmTroniX may, by written notice, terminate any Agreement for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Supplier is not excused from performance of the non-terminated balance of work under the Agreement.

15.1.2 In the event of termination for convenience by EmTroniX, Supplier shall be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to EmTroniX promptly, but no later than ninety (90) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Order value. EmTroniX may take immediate possession of all Goods, complete or incomplete, and all Goods resulting from Services upon written notice of termination to Supplier.

15.2. Termination for default

15.2.1 EmTroniX may, after providing Supplier with ten (10) days written notice, and upon Supplier's failure to cure such default in that ten (10) day period (“**Cure Period**”), terminate the Agreement in whole or in part at any time by notice in writing for (i) breach of the Agreement or applicable laws and regulations, (ii) failure to deliver Goods or Services within the time specified by the Agreement or any written extension, (iii) failure to make progress so as to endanger performance of the Agreement; (iv) the substantial modification in the organization and/or location of the Supplier's means of production, making it impossible to continue and execute the Agreement under the conditions initially agreed, or (v) any other failure to provide adequate assurance of future performance; provided, however, there shall be no Cure Period for default related to failure to meet the delivery schedule or defaults incapable of cure.

15.2.2 EmTroniX may also terminate the Agreement in whole or in part immediately without a Cure Period in the event of Supplier's suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors. In the event of partial termination, Supplier is not excused from performance of the non-terminated balance of work under the Agreement.

15.2.3 In the event of Supplier's default hereunder, EmTroniX may exercise any or all rights and remedies accruing to it, under the Agreement, at law or in equity, including but not limited to, Supplier's liability for EmTroniX's excess procurement costs for Goods or Services.

15.2.4 If the Agreement is terminated for default, EmTroniX may require Supplier to transfer title to, and deliver to EmTroniX, as directed by EmTroniX, any (i) completed supplies, and (ii) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Supplier has specifically produced or acquired for the terminated portion of the Agreement. Upon direction of EmTroniX, Supplier shall also protect and preserve property in its possession in which EmTroniX has an interest.

16. APPLICABLE LAW - SETTLEMENT OF DISPUTES

- 16.1 The Terms and all Agreements shall be governed by the laws and regulations of Luxembourg, without regard to its conflict of law provisions and the Vienna Convention of 11 April 1980 on the International Sale of Goods.
- 16.2 Disputes shall be resolved through good faith negotiations. If unresolved, any contractual or extra-contractual disputes arising out or in relation to these Terms or any Agreement (including the existence, enforceability, validity, interpretation, execution and/or non-performance thereof) shall be finally and exclusively settled by the competent courts located within the jurisdiction of the Luxembourg Court of Appeal.

17. MISCELLANEOUS

- 17.1 If any provision of these Terms or an Agreement is deemed invalid or unenforceable, the remainder of the Terms or the Agreement shall remain in effect. The parties will negotiate in good faith to replace any such provision with a valid one that most closely matches the parties' original intent and their economic interests.
- 17.2 EmTroniX reserves the right to modify or supplement these Terms at any time. Any amendments to these Terms shall apply exclusively to Orders placed on or after the effective date of such amendments.
- 17.3 Supplier may not assign any rights, delegate any of its obligations due or to become due under the Agreement or subcontract all or substantially all of its obligations under the Agreement, without the prior written consent of EmTroniX. In any event, the Supplier shall remain solely responsible vis-à-vis EmTroniX for the proper execution of the Agreement and compliance with the commitments provided for in the Agreement.
- 17.4 Failure by EmTroniX to enforce strict compliance with the Agreement at any time shall not be construed as a waiver of the right to enforce strict compliance in the future.
- 17.5 For the purposes of these Terms, "written" includes communication by email or other electronic messages, provided they have been received by the other party.