

## **AFTER SALES STANDARD TERMS AND CONDITIONS**

**BAE Systems Bofors AB**

**for the supply and purchase of**

**Bofors Products**

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## 1 DEFINITIONS

In and for the purpose of the Contract the following expressions shall have the following meanings:

“Affiliate” means a company which is (a) a wholly-owned subsidiary of a Party, (b) the ultimate holding company of a Party (where that Party is the ultimate holding company’s wholly-owned subsidiary) or (c) a wholly-owned subsidiary of such ultimate holding company. For this purpose, a company is a wholly-owned subsidiary of another company if it has no members except that other and/or that other’s direct or indirect wholly-owned subsidiaries.

“Bofors” means BAE Systems Bofors AB.

“Customer” means the Party which acquires a Product from Bofors.

“Customer country” means the country where the Customer is registered.

“Confidential Information” means any and all confidential information, including without limitation any and all technical, financial, commercial or other information or trade secrets, (howsoever recorded, preserved or disclosed) disclosed by the Disclosing Party to the Receiving Party and either identified by a suitable legend or other marking as being confidential (or similar designation) in a prominent position or described as being confidential at the time of disclosure or which would reasonably be considered to be confidential having regard to all the circumstances of the disclosure; any information obtained by examination, testing or analysis in any way from such confidential information; and any derivative of any such confidential information provided that Confidential Information shall not include any information which the Receiving Party can show through documentary evidence: i) is or becomes publicly available otherwise than as a result of a breach of the Contract or the fault of the Receiving Party; ii) has been lawfully received from a third party without restriction as to its use or disclosure; iii) was already in its possession free of any such restriction as to its use or disclosure prior to receipt from the Disclosing Party; iv) was independently developed by or for the Receiving Party without making use of any Confidential Information; or v) has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party, and, for the avoidance of doubt and without prejudice to the generality of the above, Confidential Information shall not be deemed to be publicly available merely because it may be derived from one or more items that are publicly available.

“Contract” shall mean the document signed by Customer and Bofors comprising these terms and conditions and any appendices attached hereto and such other documents as may from time to time be expressly agreed in writing between the Parties to form part of the Contract.

“Day(s)” shall mean calendar days unless otherwise specified.

“Disclosing Party” shall mean a Party which discloses any Confidential Information to the Receiving Party.

“End User” shall mean the ultimate user of the Product.

“Force Majeure” means, but is not limited to, any strikes, lock-outs or other industrial disputes; natural catastrophic event; war (declared or undeclared); riot; civil commotion; terrorist act; compliance with any law or governmental order, rule, regulation or direction; fire or flood; epidemic; quarantine restriction.

“Month(s)” shall mean calendar months unless otherwise specified.

“Parties” shall mean the Customer and Bofors.

“Product” shall mean the gun system and/or ammunition developed and designed by Bofors as well as services, components, sub-Assemblies, spare parts and support equipment thereof.

“Receiving Party” shall mean a Party which receives any Confidential Information from the Disclosing Party.

Should there be any discrepancy between the Contract and the technical documents, the Contract shall prevail.

Should there be any discrepancy between the specifications and drawings the former shall prevail.

## 2 SCOPE OF DELIVERY

The Customer hereby purchases and Bofors undertakes to supply the Product. Purchase items, quantity and specifications thereto under the Contract shall be mutually agreed upon between Bofors and the Customer, pursuant to which the Customer shall place the Contract.

Notwithstanding above, in order to obtain the export permit required for the delivery of the equipment, a “Declaration by End User” form, issued by the Swedish authorities, has to be completed and signed by the End User. Such signed declaration is then to be returned to the Swedish authorities via the Swedish Embassy (or Swedish Consulate).

## 3 PRICES

The price of the Product to be purchased by the Customer under the Contract shall be mutually agreed upon between Bofors and the Customer, pursuant to which the Customer shall place the Contract.

## 4 DELIVERY CONDITIONS AND DESPATCH

**4.1** The delivery term in respect of the Products to be supplied by Bofors to the Customer shall be in accordance with INCOTERMS 2010 (Publication No.715E of the International Chamber of Commerce), including the costs for packaging suitable for overseas transport.

**4.2** Bofors shall give notification to the Customer about the readiness of delivery forty-five (45) Days prior to the delivery of the Product.

- 4.3** On delivery of each consignment of the Product, Bofors shall deliver to the Customer the following documentation:
- (a) One (1) Bofors commercial invoice, showing the number of the Contract, quantity and denomination of the equipment delivered and the amount.
  - (b) One (1) Delivery Note
  - (c) One (1) Certificate of Conformity.

## **5 TRANSFER OF TITLE**

### **5.1 Transfer of title**

The ownership will pass to the Customer when the Product is paid for in full.

## **6 DELIVERY TIMES**

The delivery of the Product shall be mutually agreed upon between Bofors and the Customer, pursuant to which the Customer shall place the Contract.

## **7 FORCE MAJEURE**

**7.1** Neither Party shall be deemed in breach of the Contract or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under this Contract, if the delay or failure results from Force Majeure event provided that the affected Party:

- a) promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it;
- b) produces reasonable evidence of its occurrence;
- c) uses all commercial reasonable endeavours to eliminate or minimise the delay and continues to fulfil its obligations to the extent that they are not affected by the Force Majeure;
- d) recommences its full performance as soon as is reasonably possible following the Force Majeure event cessation; and
- e) gives notice of the cessation of any event previously notified to the other Party as likely to result in prevention or delay in execution of the Contract.

**7.2** For the avoidance of doubt, the refusal to grant, revoke, withdraw, or suspend an Export License by the Government of Sweden shall constitute an excusable delay. Bofors shall make reasonable commercial attempts to reverse the refusal to grant an export license, or the revocation, suspension, or withdrawn approval of an Export License by the Government of Sweden. All work by Bofors shall cease until the revocation, suspension, or withdrawn approval is reversed by the Government of Sweden.

**7.3** Subcontractor's Force Majeure event as described above shall be considered a Force Majeure event for Bofors.

**7.4** If a Party is affected by Force Majeure, it will use commercially reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other for costs or expenses incurred as a result of the Force Majeure event.

## 8 AMENDMENTS TO THE CONTRACT

### 8.1 Amendments

All amendments to the Contract shall be made in writing and must be confirmed by the Parties.

## 9 TERMS OF PAYMENT

The total price as stipulated in the Contract shall be paid as follows:

Within 30 (thirty) days from the date of Delivery and the receipt of the invoice.

### 9.1 Interest

Payment of the commercial invoice shall be made by the Customer to Bofors not later than thirty (30) Days after the date of the commercial invoice from Bofors. In the event that the Customer fails to make payment within thirty (30) Days from the date of receipt of the commercial invoice from Bofors, the Customer shall be liable to pay Bofors the interest on such amount due to be paid based on Stockholm Inter Banking Offered Rate (STIBOR) + 8%, as offered for six (6) Months lending plus the currency of this Contract.

## 10 INSPECTION, ACCEPTANCE AND QUALITY ASSURANCE

### 10.1 Inspection and acceptance

**10.1.1** The Product shall be inspected and tested at the Bofors premises in accordance with its normal inspection system approved as conforming to the requirements in ISO 9001 to ensure that it fully conforms to the specifications of this Contract and that the same attains the performance standards therein stipulated. Bofors will provide a Certificate of Conformity upon delivery which certifies conformance.

### 10.2 Changes

**10.2.1** Bofors is entitled to modify the Product before delivery, provided such adjustments do not affect the prices, delivery dates, quality performance or technical characteristics.

**10.2.2** All modifications to the Product as requested by the Customer will be negotiated between the Parties.

### 10.3 Quality Assurance

Bofors Business Management System is developed, designed and implemented to comply with:

- ISO 9001:2015                      Quality Management systems
- TickITplus                        Guide to Software Quality system
- ISO 14001:2015                  Environmental Management systems

- OSHAS 18001:2007 Occupational Health and Safety Management systems

ISO/IEC 27001:2013 Information Security Management systems

Bofors uses a documented, process oriented method of operations.

Bofors Business Management System is audited and certified by DNV GL.

## 11 WARRANTY

**11.1** Bofors warrants, for a period of twelve (12) Months from Delivery of the Product that the Product supplied under this Contract is free from defects in material and workmanship under normal use and service.

Bofors' obligation under this warranty is limited to, at its discretion, replacement or repair of parts returned to Bofors.

To receive the benefit of this warranty, Customer must give Bofors written notification within thirty (30) Days after Customer knows, or reasonably should have known of the defect, but in no case later than twelve (12) Months from Delivery of the Product. Such notification shall contain details of the circumstances of discovery by Customer and the nature of the defect, and Customer shall provide the allegedly defective Product or part to Bofors.

Bofors will determine if the alleged non-conforming Product or part falls within the Warranty Clause (i.e. pertain to equipment provided or work performed by Bofors during the performance of this Contract) and will respond to Customer no later than thirty (30) Days after date of notification. In the event Bofors determines that the Product or part is defective and falls within the provisions of this Warranty Clause, Bofors will notify Customer of such determination and the defective Product or part will be returned to the location specified by Bofors. All costs of repairing and replacing Products or parts under this Clause shall be borne by Bofors if it is deemed by Bofors that the defective Product or part in question is under the responsibility of Bofors.

**11.2** Bofors shall not be liable for any defects in the Product(s) supplied and/or for parts, caused or contributed by, any of the following:

- (i) ordinary wear and tear, corrosion of the material caused by mishandling and/or misuse by Customer;
- (ii) mismanagement, negligence, accident, improper maintenance or lack of maintenance of the Product on the part of Customer, its servants or agents;
- (iii) improper repair or alteration to the Product other than by Bofors or;
- (iv) improper loading or stowage.

**11.3** The warranty is valid only on the condition that the Product has been properly stored and maintained and has been used according to Bofors' instructions.

**11.4** The provision of this Warranty Clause shall replace and exclude any other liability or guarantee or warranty of Bofors, whether for direct or indirect loss, damages or expense or any terms and conditions whether expressed or implied by law, custom

or otherwise how so ever in respect of the Product and/or spare parts.

**11.5** THIS WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

## **12 TERMINATION**

**12.1** The Customer shall be entitled by written notice of default to terminate all or part of this Contract. Such right of termination due to default shall only apply if:

- a) delivery according to the Contract is not performed or is performed late and this is not due to Customer's actions or inactions or circumstances regarded as Force Majeure in accordance with Clause 7 and the delay exceeds six (6) Months or one third of the contractual delivery time, whichever is the longest ; or
- b) Bofors is unable to pay its debts generally as they fall due; or
- c) a resolution is passed at a meeting of Bofors for (or to petition for) its winding-up or administration, or Bofors presents any petition for its winding-up or administration, or an order for the winding-up or administration of Bofors is made, (unless in each case it is a voluntary solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement); or
- d) Bofors agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties; or
- e) any administrative or other receiver or any manager of all or substantially all of the assets of Bofors is appointed or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of Bofors and which is not paid out or discharged within thirty (30) Days after such appointment, taking possession or levy.

**12.2** Bofors shall be entitled by written notice of default to terminate all or part of this Contract. Such right of termination due to default shall only apply if:

- a) Customer's payment owed under this Contract is delayed by three (3) Months or more and non-payment is not due to the actions or inactions of Bofors, and without prejudice to Bofors' rights and remedies under the Letter of Credit referenced in Clause 9, or circumstances regarded as Force Majeure in accordance with Clause 7; or
- b) Customer is unable to pay its debts generally as they fall due; or
- c) a resolution is passed at a meeting of Customer for (or to petition for) its winding-up or administration, or Customer presents any petition for its winding-up or administration, or an order for the winding-up or administration of Customer is made, (unless in each case it is a voluntary solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement); or
- d) Customer agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties; or
- e) any administrative or other receiver or any manager of all or substantially all of the assets of Customer is appointed or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of



Customer and which is not paid out or discharged within thirty (30) Days after such appointment, taking possession or levy; or

- f) Customer assigns its rights and obligations, as established under the Contract, without Bofors' prior written consent.

**12.3** Either Party shall be entitled by written notice of default to terminate all or part of this Contract. Such termination for default will only apply if:

- a) a Party has breached its contractual obligations and the violating Party does not rectify the breach of the Contract within ninety (90) Days of written notification issued by the non-violating Party; or
- b) in the reasonable opinion of the notifying Party, the other Party (i) has engaged in or attempted to engage in fraud or misrepresentation in relation to the entry into and/or performance of this Contract by such other Party, (ii) has or may have engaged in illegal conduct or unethical business practices, in violation of applicable anti-corruption laws and regulations, including but not limited to, the Foreign Corrupt Practices Act and/or Swedish or Customer country anti-corruption laws and regulations, whether in connection with this Contract or any other activities of such other Party, its principals or agents; or
- c) the affected party may terminate the Contract if the period of Force Majeure Event should exceed six (6) Months.

**12.4** Upon termination for default of the Contract the effects of termination shall be as follows:

- a) The Parties shall cease any activities and work task covered by the Contract and minimise all its costs associated with the termination of the Contract.
- b) Bofors shall supply the Product or parts thereof to the Customer in the condition that they are at the time, regardless of whether or not they comply with the Contractual requirements. Such Product or part thereof shall be covered by the remaining Warranty for that Product or part.
- c) Each Party shall return Confidential Information in accordance with Clause 21.2.
- d) Customer shall remit payments specified in the Contract to Bofors as follows: Payments shall be made for Products that have been delivered or are ready for delivery to the Customer, a price agreed between the Parties in good faith shall be paid for Products and works that are in progress but not complete.

**12.5** The Party entitled to terminate the Contract in accordance with Clause 12.1, 12.2 or 12.3 a) and 12.3 b) has the right to claim compensation for any direct expenses and damages incurred due to the termination, within the limitation of liability set forth in the Contract at Clause 14.

## **13 LIQUIDATED DAMAGES**

**13.1** If Bofors fails to deliver the Product within the time specified in the Contract, for reasons not attributable to a Force Majeure Event in accordance with Clause 7 or to any act or omission on the part of Customer, the Customer shall be entitled to claim liquidated damages amounting to 0.5% of the total price of the Product that were not delivered within the specified time for each full week of such delay exceeding four (4) weeks. In no event shall the liquidated damages exceed 5% of the price of the Product not delivered on time.

**13.2** Bofors shall not be liable to pay any other damages in case of delay in addition to the liquidated damages for delayed deliveries. Liquidated damages are included in the limitation of liability cap at Clause 14.

## **14 LIMITATION OF LIABILITY**

**14.1** Bofors' total aggregated liability for any losses or damages of whatever nature and however caused, including but not limited to breach of contract and/or default and liquidated damages in any form, shall in no event exceed 15% of the total contract price.

**14.2** IN NO EVENT WILL BOFORS BE LIABLE UNDER THIS CONTRACT FOR LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGES, PUNITIVE, EXEMPLARY OR ANY OTHER ECONOMIC OR CONSEQUENTIAL DAMAGES, INCLUDING INDIRECT LOSSES OR DAMAGES, EVEN IF BOFORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT WILL BOFORS BE LIABLE FOR ANY DAMAGES CLAIMED BY THE CUSTOMER OR A THIRD PARTY BASED ON ANY THIRD PARTY CLAIM. IN NO EVENT WILL BOFORS BE LIABLE FOR ANY DAMAGES CAUSED BY THE CUSTOMER OR THE CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES.

**14.3** The limitation of liability in this clause 14.1 shall not apply in case of:

- i) death or personal injury caused by negligence;
- ii) damages pursuant to the other Party's breach of any of the provisions in Clause 21 Confidentiality.

## **15 ETHICAL BUSINESS PRACTICE**

The Parties hereby agree to the attached Exhibit A which is incorporated herein as if set forth in full.

## **16 INTELLECTUAL PROPERTY**

**16.1** All intellectual property regarding the Product, created, generated or acquired prior to or upon the effective date of the Contract (background intellectual property), as well as potential intellectual property, created, generated or acquired as a result of the Contract (foreground intellectual property), shall remain vested or become the property of Bofors.

**16.2** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights during the performance of this Contract.

**16.3** Bofors shall indemnify the Customer against all claims from a third party if a Product furnished under this Contract infringe a patent or copyright in Sweden or Customer country in respect of manufacture or use. The Customer shall promptly

notify Bofors of any actual or prospective claim for which indemnification is sought. In the event that any third party claim is made, Bofors shall have the right and option to undertake and control the defence of such action with counsel of its choice and to settle any such claims. Bofors is not obligated to defend or indemnify Customer if any claim of infringement or misappropriation: 1) is asserted by a parent, subsidiary or affiliate of Customer; 2) results from Customer's design or alteration of any Product; or 3) results from use of any Product in combination with any non-Bofors' products.

## **17 TAXES, FEES AND DUTIES**

- 17.1** All taxes, duties, charges and fees which may be levied on this Contract in Sweden are to be paid by Bofors. The corresponding taxes, duties, charges and fees outside Sweden are to be paid by Customer.
- 17.2** If Bofors is compelled to pay any such taxes, duties, or other levies imposed by the Government of Customer country or any political sub-division thereof during or after completion of this Contract, said taxes, duties, or other levies shall be added to the total price of this Contract and shall immediately be paid by Customer upon Bofors' request in writing.

## **18 EXPORT CONTROL**

- 18.1** Bofors' ability to supply is subject to export approval from the Swedish Government.
- 18.2** The Parties agree to comply with all applicable export and import control laws and regulations, including the Swedish and other European export control laws and regulations as applicable in fulfilling the Contract.

## **19 APPLICABLE LAW**

- 19.1** The governing law of the Contract shall be the substantive law of England and Wales without giving any effect to conflict of law principles.

## **20 ARBITRATION**

- 20.1** Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause.
- 20.2** The number of arbitrators shall be three, one nominated by the initiating party in the request for arbitration, the second nominated by the other party within thirty (30) Days of receipt of the request for arbitration, and the third, who shall act as presiding arbitrator, nominated by the two party-appointed arbitrators within thirty (30) Days of the nomination of the second arbitrator. Any arbitrator(s) not selected within these time periods shall be selected by the London Court of International Arbitration.

- 20.3** The seat, or legal place, of arbitration shall be London England and the language to be used in the arbitral proceedings shall be English.

## **21 CONFIDENTIALITY**

### **21.1** The Receiving Party undertakes:

- i) only to use, or allow to be used, any Confidential Information to the extent reasonably necessary for the purpose of the Contract and not to use any Confidential Information, or allow it to be used, for any other purpose except with the prior written consent of the Disclosing Party;
- ii) to keep any Confidential Information confidential and not copy or disclose it to any person or party except as permitted under the Contract, save that the Receiving Party may disclose Confidential Information where required by law, court order or any government or regulatory body provided that the Receiving Party will, where possible without breaching any legal or regulatory requirements, give the Disclosing Party advance notice of the disclosure requirement and will co-operate with the Disclosing Party in seeking to oppose, minimise or obtain confidential treatment of the requested disclosure to the extent reasonably practicable;
- iii) only to disclose any Confidential Information to its directors, persons employed in or by its business, its professional advisers or (in the case of Bofors) any Affiliate and the Customer, in each case, which need-to-know such Confidential Information for the purpose of the Contract provided that the Receiving Party shall make each such person or party agree to observe terms no less stringent than those contained in this Clause 21 and the Receiving Party shall be responsible for such person or party's compliance;
- iv) not to disclose any Confidential Information to any third party (other than as permitted under the Contract) except as required for the purpose of the Contract and with the prior written consent of the Disclosing Party provided that the Receiving Party procures such third party's written undertaking to the Disclosing Party to observe terms no less stringent than those contained in this Clause 21;
- v) not to copy, reproduce or reduce to writing any Confidential Information, or any part thereof, or allow any person or party receiving such Confidential Information from the Receiving Party to do so, except as is reasonably necessary for the purpose of the Contract;
- vi) to establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised use, reproduction, disclosure or access (such measures being at least equivalent to those it applies for the protection of its own Confidential Information); and
- vii) to notify the Disclosing Party as soon as reasonably practicable if it becomes aware of, or reasonably suspects, any loss or actual compromise of any Confidential Information or the possession, use or knowledge of any Confidential Information by a third party other than in accordance with the terms of this Clause.

### **21.2** On expiry or termination of the Contract:

- i) the Receiving Party shall on written demand by the Disclosing Party: (a) return to the Disclosing Party any Confidential Information (and any copies thereof) reduced to any permanent form disclosed by the Disclosing Party under the Contract; (b) take all reasonable steps to permanently delete all electronic copies of Confidential Information from any computer systems, save that the Receiving Party shall not be obliged to erase Confidential Information held in any archived computer system in

- accordance with its security and/or disaster recovery procedures; and (c) provide to the Disclosing Party a certificate, signed by an officer of the Receiving Party, confirming that the obligations in this Clause 21.2 i) have been complied with;
- ii) if the Disclosing Party has not made a demand under Clause 21.2 i) within three (3) Months of expiry or termination, the Receiving Party may destroy, erase or procure the destruction or erasure of, such Confidential Information (and any copies thereof) in accordance with its usual business practices; and
  - iii) the Receiving Party shall make no further use of the Confidential Information, save that the Receiving Party may retain one (1) copy of any Confidential Information solely for the purpose of enabling it to comply with the provisions of the Contract or for legal or regulatory purposes.

**21.3** No license, right, title or interest in or to any patent, trademark, copyright, service mark, or any other intellectual property rights, is granted or implied by disclosure of or access to such Confidential Information that may be disclosed under this Contract. Each Party warrants that it has the lawful, unqualified right to transfer, use, or otherwise disclose the information transmitted hereunder. No other warranties, express or implied at law or in equity, are intended or deemed to arise by virtue of this Clause 21, Confidential Information Rights and Obligations, or the provision of Confidential Information hereunder.

## **22 SEVERABILITY AND WAIVER**

**22.1** If any provision of this Contract is finally determined to be illegal, invalid, or unenforceable, the remainder of this Contract shall continue in full force and effect. If any provision of this Contract is susceptible to more than one meaning, only such meanings as would render the provision legal, valid and enforceable shall be considered in construing it.

**22.2** In the event of breach of the terms of this Contract, the failure of a Party to enforce any right under this Contract shall not be deemed a waiver of any other right hereunder. The invalidity in whole or in part of any condition of this Contract shall not affect the validity of any other condition hereof.

## **23 PACKING AND MARKING**

The packing and marking of the Product shall be made in accordance with Bofors' standards suitable for overseas transport.

Any other marking shall be specified in the Contract.

## **24 INDEMNIFICATION**

**24.1** A Party whose personnel, customers, subcontractors or other agents enter the other Party's premises shall be known as an "entering Party." An entering Party's personnel, including its customers, subcontractors and other agents, shall comply with all security, safety, rules of conduct, badging and personal identity, and related requirements of the other Party while on the other Party's premises. In addition, prior to entry on the other Party's premises, the entering Party shall coordinate with the other Party to gain access to facilities. The entering Party shall provide

information reasonably required by the other Party to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, or other status. The other Party may, at its sole discretion, have the entering Party remove any specified personnel, customer, subcontractor or other agent from its premises and request that such employee not be reassigned to any of the other Party's premises under this Contract.

- 24.2** Customer shall defend, indemnify and hold harmless Bofors, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person while on Customer's premises caused in whole or in part by the negligent or gross negligent actions or omissions of Customer, its officers, employees, agents, suppliers, or subcontractors.

## **25 LANGUAGE**

The English language shall be used in the implementation of the Contract and for all communication between the Parties. All documentation to be supplied shall be in the English language.

## **26 SURVIVAL**

Clause 14, 16, 20, 21 and 24 shall survive the termination or expiration of this Contract.

## **27 NOTICES**

Any notice under this Contract sent by one Party to the other shall be in writing in the English language and shall be sent by e-mail or first class post using special delivery or recorded delivery to its address set out in the Contract or to such other address as may from time to time be notified by the one to the other.

## **28 ASSIGNMENT OF RIGHTS**

Neither Party may assign or otherwise transfer this Contract or any of its rights and obligations hereunder to any third party, except to a legally recognized successor in interest to all or substantially all of the Party's assets, without the prior consent in writing from the other Party, which consent shall not be unreasonably withheld.

## **29 COMING INTO FORCE OF THE CONTRACT**

This Contract shall become effective on the date that Bofors has received the Advance Payment from Customer, in accordance with Clause 9.1 (Contract Effective Date, T0).