



## **Mobile Pipeline® Products and Services Standard Terms and Conditions**

These terms and conditions (the "Terms") apply to contracts for the sale of goods and contracts for services made by Hexagon Lincoln, LLC or Hexagon Agility GmbH and, as applicable, its affiliated companies ("Hexagon"). Hexagon Mobile Pipeline® composite cylinders and related modules, chassis and trailers plus accessories are collectively referred to as the "Products." The services to be furnished by Hexagon are referred to as the "Services." These Terms are incorporated into all proposals and contracts for the sale of Products or performance of Services by Hexagon. The purchaser named on the proposal for the sale or lease of goods or Statement of Work ("SOW") for Services submitted by Hexagon (the "Proposal") is referred to as a "Customer." Hexagon and Customer are referred to individually as a "Party" and collectively as the "Parties."

1. **CONTRACTS:** A "Contract" is established by and consists of the Proposal and these Terms upon written acceptance by Customer, receipt by Hexagon of the deposit specified in the Proposal, and written confirmation of acceptance by Hexagon. In the event of ambiguity, conflict, or inconsistency between these Terms and Hexagon's Proposal, the terms of the Proposal shall prevail. Any terms, conditions or purchase order submitted by Customer in any form which are inconsistent, different from or in addition to the provisions of the Proposal or these Terms shall not be binding on Hexagon unless set forth in a written agreement signed by an authorized representative of Hexagon which identifies the specific provisions of the Proposal and/or these Terms, as applicable, which are modified or affected.

2. **SALE OF PRODUCTS:** The following terms apply to Contracts for the sale or lease of Products:

(a) **Shipment; Delivery Date:** Unless expressly stated otherwise in the Contract, Legal and equitable title to, and risk of loss of, the Product(s) shall pass to Customer and shall conclusively be deemed to be delivered to Customer at the time on the date that the Products are transferred, or tendered for transfer, to a carrier for shipment to Customer (the "Delivery Date"). In the event that Customer fails to pay the deposit within 3 business days of signing the Proposal, or is delinquent in making any subsequent payment, or violates any other obligation of the Contract, Hexagon shall have the right, with or without notice, to extend the scheduled Delivery Date for a period of time determined by Hexagon in its reasonable discretion dependent, in part, on product orders received from other customers or other factors that affect Hexagon's ability to make timely delivery. Unless otherwise approved in writing by Hexagon, all shipping terms will be FCA Hexagon's premises (Incoterms® 2020). Packing and packaging will be in accordance with good commercial practice. Deliveries may be made up to 30 days in advance or 60 days after the scheduled Delivery Date. In the event that Hexagon fails to tender the goods on its dock to be picked up by the Customer within 60 days after the scheduled Delivery Date, as the same may be extended as provided herein, Customer shall have the right to cancel the Contract upon written notice given to Hexagon prior to Hexagon's tender of delivery on its dock. Cancellation as provided herein, and refund of the deposit and any applicable progress payments, shall be Customer's sole remedy for delay in delivery. In the event Hexagon tenders the goods on its dock per Incoterms® 2020 and the goods have not been picked up within 30 days of Hexagon notifying the customer that goods are tendered for delivery, Hexagon may assess a daily storage fee until the goods are picked up.

(b) **Security Interest:** Customer grants a security interest to Hexagon, and Hexagon retains a purchase money security interest, in the Products, and proceeds thereof, until such time as the price for such Products has been paid in full. Customer authorizes Hexagon to file a financing statement under the Uniform Commercial Code (or a similar code in countries outside of the US) to secure its interest in the Product until receipt of payment in full, including service charges and expenses incurred as provided in these Terms.

(c) **Inspection and Claim for Damages:** Customer shall inspect the Products within 10 days after delivery and shall give notice to Hexagon no later than 10 days after receipt for damage, shortage, defects, or nonconformity. Any claim that Customer may have for goods lost or damaged in shipment shall be made in accordance with Incoterms® 2020 terms of shipment.

(d) **Cancellations; Customer Convenience:** Customer shall have the right to terminate a Contract to purchase Products for convenience by giving written notice to Hexagon more than 120 days prior to the scheduled Delivery Date. If Customer duly exercises this right, Customer will be liable to reimburse Hexagon for 5% of the Contract value plus any actual, reasonable and allocable costs incurred, including but not limited to non-recurring engineering expenses and/or the cost of items procured to meet Customer's specific needs, plus a reasonable profit for work performed to the date of termination. Such costs and expenses will be withheld from the deposit, and the balance of the deposit will be refunded to Customer. Within 120 days of the scheduled Delivery Date, the Contract is non-cancellable by Customer and the deposit shall be non-refundable unless Customer has a right to cancel as provided in subsection (e) below.

(e) **Price Adjustment:** Hexagon reserves the right to request a price adjustment more than 120 days before the scheduled Delivery Date if Hexagon's material costs increase more than 3% or foreseeably are expected to increase more than 3% during the Contract period. If Hexagon implements a price increase greater than 5%, Customer has the right to terminate the Contract for any such part of the order affected by this price increase, in accordance with the terms of Section 2(d).

(f) **Returns:** Hexagon is not obligated to accept returns. Products shall not be physically returned without Hexagon's prior written authorization and only under the terms authorized by Hexagon.

3. **SERVICES:** The following terms apply to Contracts for Services to be performed by or on behalf of Hexagon:

(a) **Statement of Work.** A description of the Services to be performed and the fees, charges and payment terms for Service Contracts



will be set forth on a separate SOW, or if payment terms are not included in the SOW, then these Terms shall apply and Hexagon will submit an invoice monthly for the amount due. Fees for Services are either on a Time and Materials or Fixed Fee basis.

(b) Time and Materials. Unless otherwise provided in the SOW, fees for Services are charged according to the amount of time expended (including travel time) and the cost for support, materials and expenses actually incurred ("Time and Materials"). Customer shall pay Hexagon for the Services in accordance with Hexagon's standard rates in effect from time to time. Due to the uncertain nature of Services performed on a Time and Materials basis, there is no guarantee that the fees for the Services will not exceed any estimated fee unless the Proposal or related SOW includes a cap or maximum fee.

(c) Fixed Fee: If the basis for fees is a Fixed Fee, Customer will pay the amount of the Fixed Fee for Services set forth on the SOW (the "Fixed Fee"). If the SOW does not state the Fixed Fee, then the fees and charges for the Services will be charged on a Time and Materials basis.

(d) Changes. Any change or additional Services may increase the Fixed Fee and/or the rate schedule for Time and Material fees.

4. PAYMENT TERMS: Unless expressly stated otherwise in the Contract, all prices and payments are in U.S. dollars. Payment and credit terms shall be as set forth in the Proposal, or if not stated, then payment in full is due within 30 days after the date of invoice. Hexagon shall have the right, at its sole discretion, by giving notice to Customer, to amend payment and/or credit terms that will apply to an order not yet shipped if Hexagon determines in its reasonable discretion that the credit condition of Customer has deteriorated, or is likely to materially deteriorate, unless Customer has provided payment security to the satisfaction of Hexagon. Customer shall pay Hexagon a service charge equal to the lower of 1.5% per month or the highest amount permitted by law on delinquent payment balances from the due date until the date of payment in full. Assessment of service charges in no way relieves Customer of the responsibility for promptly making full payment of all due or past due balances. Customer shall reimburse Hexagon for all reasonable attorneys' fees and any other cost associated with collecting delinquent payments. If Customer defaults or otherwise cancels the order prior to shipment of the Product, Hexagon shall have the right to retain the deposit as liquidated damages in addition to any other legal and equitable remedies to which it may be entitled.

5. TAXES: Unless Customer provides Hexagon with a proper tax exemption certificate prior to the Delivery Date, the amounts due to Hexagon may be increased to include any sales, use, property, excise, value added or similar tax, fee or charge that Hexagon is or becomes required to collect or pay in the absence of such certificate for the transaction and/or assessed for the Products or Services. Customer is responsible to pay for any excise tax applicable for sale or use of the Product before delivery of the Products if collectable by Hexagon. Such excise tax is not included in the price stated in the Proposal. Customer agrees to fully cooperate with Hexagon to comply with information requests, audits and investigations by governmental authorities, or otherwise related to legal compliance by Hexagon.

#### 6. LIMITED WARRANTY:

6.1 Product Warranty (the "Product Warranty"): The warranty and terms set forth in this Section 6.1 and in Section 6.3 shall constitute the terms, conditions and limitations of the limited warranty that applies to Products.

(a) Hexagon warrants that each new Product is free of defects in material and workmanship, and meets the standards and specifications published by Hexagon for a period equal to one (1) year from the date that the Product is transferred, or tendered for transfer, to a carrier for shipment to the Customer (the "Product Warranty Period"). This Product Warranty applies only to defects that adversely affect the function of the Product. The Product Warranty Period shall not be extended beyond the original warranty expiration date even if the replacement Product or accessory is repaired or replaced under this Product Warranty.

(b) Composite cylinders are designed to satisfy standards for a maximum service life from the date of manufacture to that authorized by (i) special permit from an agency of the U.S. Department of Transportation (DOT), (ii) certification from the American Bureau of Shipping (ABS), (iii) ADR or (iv) other applicable approval body. Products that are in service upon expiration of the specified service life are required to be retired from use. The authorized or certified maximum service life of a Product does not constitute a warranty by Hexagon of the service life of the Product. Hexagon provides no remedy related to the service life of the Products, and the stated maximum service life shall not modify or extend the Product Warranty Period, nor modify the warranty limitations or the limits of liability.

(c) As the exclusive remedy available to the Customer, and subject to the limitations set forth in Section 6.3 below for warranty claims made to Hexagon during the applicable Warranty Period, Hexagon shall either repair or replace the defective Product (excluding any accessory as described in Section 6.3(c)) free of charge by Hexagon to the Customer. Hexagon shall determine in its sole and exclusive discretion whether to repair or replace the defective Product in part or in whole. All warranty repairs must be completed at a repair facility designated by Hexagon. The Customer shall provide the Product in clean, safely accessible and suitable working conditions to make the Product available for the service work without delay or interruption at the designated service facility.

6.2 Service Warranty (the "Service Warranty"): The warranty and terms set forth in this Section 6.2 and as set forth in Section 6.3 shall constitute the terms, conditions and limitations of the Service Warranty that apply to the Services performed by Hexagon and its designated subcontractors described in a Statement of Work ("SOW"). This Service Warranty is issued only to the Customer that has executed a SOW and agreed to Hexagon's Standard Terms and Conditions.

(a) Hexagon warrants that (i) the Services will be performed in a good and workmanlike manner consistent with generally accepted industry standards; (ii) all work under a SOW will be performed by persons having suitable skill and training so as to be able to perform the Services in a competent and professional manner and in accordance with the applicable SOW; and (iii) the Customer shall receive free, good and clear title to, or the unrestricted right to use, the deliverables, if any, described in the SOW.

(b) As Customer's sole and exclusive remedy for breach of the Service Warranty, Hexagon will exercise commercially reasonable efforts to correct or re-perform any non-conforming Services that were performed within the thirty (30) calendar day period immediately



preceding the date of Customer's written notice to Hexagon specifying in reasonable detail such non-conformance (the 'Service Warranty Period'). Such corrective work will be performed at no additional charge to Customer. If Hexagon determines in its reasonable commercial judgment that re-performance is impracticable, Hexagon will refund the fees paid by Customer to Hexagon pursuant to the SOW allocable to such nonconforming Services.

(c) The warranty period on replaced parts shall be the initial warranty period as specified in Section 6.1(a) or the service warranty period as specified in Section 6.2(b), whichever is later.

6.3 Terms and Conditions Applicable to All Warranties. The following terms, conditions and limitations apply to and are incorporated into every Product Warranty and Service Warranty (collectively referred to herein as the "Warranty").

(a) Hexagon reserves the right to retest or re-inspect any Product that is claimed to be defective or non-conforming. Hexagon further reserves the right to make the final determination concerning proper disposition of any returned Product. A Product or accessory thereto replaced by Hexagon shall be deemed to be the property of Hexagon.

(b) The Warranty is personal to the Customer and is non-transferrable unless the identity of any authorized assignee and end-user of the Product has been registered with Hexagon promptly if the Warranty is authorized for assignment.

(c) The following incidents and circumstances are expressly excluded from the Warranty and shall not be the basis for a claim against Hexagon:

(i) Damage during shipping, handling and installation, including cosmetic damage to exterior finishes such as scratches, dents, nicks and abrasions that occur after the Product has departed from Hexagon's facility.

(ii) All shipping and transportation costs for Products returned to Hexagon or shipped to a designated repair facility. Such costs are the responsibility of the Customer and must be prepaid.

(iii) Damage resulting from exposing Products to internal or external environmental factors, contaminants, gas quality, gas conditions, gas impurities or other chemical substances beyond the limitations set forth in the Operating Manual or the applicable standards, and improper installation, use, storage, maintenance and/or negligence. Customer is responsible that the Product is exclusively used with commercial gases as specified in USDOT special permit, Transport Canada Equivalency Certificate, ISO authorizations, applicable hazardous materials transportation requirements, and/ other applicable rules or regulations promulgated by a governing authority (refer to Section 6.1).

(iv) The value of the contents within or released from a cylinder under any circumstances.

(v) Repair or replacement of Products involved in an accident and/or exposed to fire, excessive heat or impact damage.

(vi) Damage to a Product caused by accessory such as valves, regulators or any other devices, parts or equipment that are not produced or installed by Hexagon, but are attached to or used in conjunction with the Product; receptacles / connectors to filling / decanting equipment of the Products

(vii) Damage resulting from failure to strictly adhere to the terms of the Operating Manual, including without limitation:

- Improper connection to other equipment
- Use, operation, maintenance and/or service under conditions beyond the limitations set forth in the Operating Manual or the applicable standards, or performed by personnel who are not qualified, trained, or authorized
- Exposing the Product to physical or environmental conditions beyond the limitations set forth in the Operating Manual or the applicable standards
- Failure to maintain contemporaneous records as specified in the Operating Manual.

(viii) The Warranty excludes accessories such as valves, regulators or any other devices, parts or equipment that are not produced or installed by Hexagon, but are attached to or used in conjunction with the Product; receptacles/connectors to filling/decanting equipment of the Products; normal wear and tear; consumable parts or materials, and any corrosion of metal parts of the container not effecting the structural integrity of the Product.

(ix) The Warranty excludes the trailer chassis and normal wear and tear of consumable parts, including, but not limited to bearings, tires, brakes, suspension parts, axles, or any part or component of the trailer; If Hexagon supplies the chassis to the Customer, the warranty offered by the third-party chassis manufacturer shall be passed to the Customer, subject to all conditions and limitations contained in the chassis manufacturer warranty.

(x) Damage caused by improper use of valves or other accessories by failing to operate the Operating Manual.

(xi) Damage to the Products from failure to transport the Products on air ride suspension systems, whether supplied by Hexagon or a third party, or that results either from one incident or the cumulative effect over time from off-road use on rough or uneven terrains.

(d) Customer must advise Hexagon in writing of any warranted defects within the applicable Warranty Period and in any case within 15 calendar days after the defects are discovered. To obtain additional information regarding this Warranty, call Hexagon's technical assistance at 1-833-4-HEX-CARE (1-833-443-9227 or visit. <https://hexagonagility.com/fleetcare>. The caller will be asked to provide the following information: Product part number and part serial number if applicable; serial number; maintenance records; and detailed description of the problem. Hexagon reserves the right to subcontract any service and inspection work.



DISCLAIMER: HEXAGON EXPRESSLY DISCLAIMS ALL WARRANTIES EXCEPT THIS PRODUCT WARRANTY AND SERVICE WARRANTY, WHICH IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES AND STATEMENTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, USAGE OF TRADE, STATUTE OR OTHERWISE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR NON-INFRINGEMENT. HEXAGON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER REQUIREMENTS OR EXPECTATIONS, OR THAT ANY PRODUCTS ON WHICH SERVICES ARE RENDERED WILL BE ABLE TO BE TIMELY RETURNED TO USE. THE WARRANTY DOES NOT INCLUDE THE COST OF LABOR INCURRED TO REMOVE OR TO REINSTALL THE REPLACEMENT CYLINDER OR ACCESSORIES NOR TRANSPORTATION OR OTHER COST BEYOND THE INCOTERM OF THE CONTRACT OR THE SOW, NOR LOSSES ARISING FROM THE PRODUCTS BEING OUT OF SERVICE LONGER THAN PROJECTED IN THE SOW. HEXAGON MAY REPLACE ANY PART WITH A REFURBISHED PART AND IS NOT REQUIRED TO REPLACE WITH A NEW PART. CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND OBLIGATIONS OF HEXAGON FOR THE PRODUCTS AND SERVICES, ANYTHING IN THE CONTRACT TO THE CONTRARY NOTWITHSTANDING. EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, ALL PRODUCTS ARE PROVIDED BY HEXAGON "AS IS", "WHERE IS" AND "WITH ALL FAULTS". CUSTOMER WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES AND OBLIGATIONS OF HEXAGON FOR THE PRODUCTS AND SERVICES,

(e) Any action arising directly or indirectly against Hexagon, whether based on contract, negligence or otherwise, must be commenced no later than 60 calendar days after expiration of the applicable Warranty Period in the case of a warranty claim that arose during the applicable Warranty Period, or else such claim shall be deemed to be released and/or waived.

(f) The Warranty contains the entire and complete terms of Hexagon's warranty and supersedes all written materials and oral statements. Hexagon does not authorize anyone to make any warranty on its behalf or assume any other obligation or liability in connection with the Warranty set forth herein. There are no warranties that extend beyond the exact text described in this Warranty. Any modification or amendment of the Warranty must be expressly agreed to in a written instrument signed by Hexagon and the Customer. The warranty provision contained in a Customer's purchase order and/or general terms and conditions are hereby deemed to be rejected and shall not supersede, change, amend or modify the Warranty.

7. ASSIGNMENT: Customer may not assign the Proposal, Contract or SOW without prior written consent of Hexagon. Customer shall not sell or otherwise allow a change of title or possession of the Products to any third party that will use, install, rework or alter the design, resell, rent or lease the Product unless such third party has agreed in writing to be bound by Customer's obligations under these Terms, and the transaction and associated change of title or possession has been reported to Hexagon. Further Customer agrees not to sell or otherwise allow the change of title or possession or use of any Product to any third party that either is considered to or will export the Products for any purpose, new or pre-used, to any export controlled or embargoed country, entity or person as promulgated by any applicable governmental authority.

8. LIMITATION OF LIABILITY: Except as expressly set forth in the Contract, Customer agrees that under no circumstances shall Hexagon have any liability resulting from the performance, breach of warranty, failure to perform any of Hexagon's obligations under the Contract, or from any activity undertaken with respect to the Products or the performance of Services. In particular, HEXAGON SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL COST OR DAMAGES OR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND THAT MAY ARISE AS A RESULT OF HEXAGON'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, WHETHER OR NOT HEXAGON WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES. HEXAGON'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH THE WARRANTY SHALL NOT EXCEED THE COST OF ANY PRODUCT OR THE FEES FOR THE SERVICES ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR THE SPECIFIC SERVICES.

9. CONFIDENTIALITY: In addition to any confidentiality terms in the Contract, each Party shall keep strictly confidential and not disclose, use, divulge, publish or otherwise reveal, directly or through another person, any Confidential Information, except to the extent necessary (i) for the proper performance of the Contract and the exercise by such Party of its rights under the Contract and only then on a "need to know" basis; and (ii) as may be required by law; provided, however, that in any such case, each Party shall use its commercially reasonable efforts to ensure that the persons receiving such Confidential Information retain it in strict confidence. "Confidential Information" means the Contract and the terms thereof, specifically including the price for the Product or Services, specifications of the Products or Services, and all business and technical information disclosed for the purpose contemplated hereunder including any information related to warranty claims and Hexagon's approach to remedy accepted warranty claims.

10. PROPRIETARY INFORMATION: All trade secrets, know-how, ideas, inventions, designs, schematics, developments, devices, techniques, methods or processes (whether patented or patentable and whether or not reduced to practice) and all patents, patent applications and patent disclosures related thereto owned by Hexagon shall remain the sole property of Hexagon. All processes, technology and other intellectual property relating to the Products and related components invented, developed or otherwise created in connection with the performance of the Contract shall be deemed to be owned by Hexagon.

11. OPERATION MANUAL AND INSPECTIONS: Customer shall operate, maintain, repair, service and use the Products only by qualified personnel in accordance with applicable regulatory requirements, the most recent version of the Hexagon Operation and Inspection Manuals for the Cylinders or the Products, and any revisions indicated by Service Bulletins issued from time to time (the "Operating Manual"). Customer shall be solely responsible for the mounting and installation of the Products, and for use and operation of the Products in accordance with the regulatory standard of record in the country of use, currently in effect from time to time, and shall assure that such mounting, installation, use and operation is nevertheless proper and safe, taking into account any reasonably foreseeable conditions of use. Customer shall inspect all Products prior to installation or use. Products must be periodically re-inspected in timely intervals and as per procedures established with the Operating Manual and the applicable regulatory permit or



standard.

12. **ACCIDENTS.** Products which are damaged and/or involved in an accident, including, but not limited to, the following: rollovers, tip overs, strikes by another vehicle, direct exposure to fire, or excessive radiant heat, shall be retested and recertified by Hexagon or its authorized service representatives in accordance with procedures established by Hexagon and regulatory authorities. Customer is responsible to immediately cease operation of any such Products by depressurizing, removing from service, and promptly informing the Hexagon service representative about the incident. Products which are damaged and/or involved in an accident shall not be returned to service until inspected and recertified by Hexagon. Customer will not install or sell or lease or otherwise change title or possession or change the use of any Product that is in damaged condition.

13. **INDEMNIFICATION:** Customer shall indemnify, defend and hold Hexagon harmless against any and all legal actions, claims, and judgments resulting from property damage, death or personal injury caused, directly or indirectly, from (a) Customer's failure to operate or maintain the Product in accordance with the Operating Manual, as the same may be amended from time to time, (b) installation and/or removal of a Cylinder from its module; (c) Customer's alteration of any Cylinder or accessory; and (d) Customer's breach of any of its obligations under the Contract, regardless of whether such actions, claims or judgments are based on causes of action in product liability, strict liability, negligence or warranty.

14. **FORCE MAJEURE:** Neither Party shall be liable for damages or have the right to terminate the Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to: (i) Acts of God; (ii) lightning, earthquake, hurricane, tornado, windstorm, blizzard, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot, act of terrorism or vandalism or civil disturbance; (iii) any labor strike, slowdown, lockout, walk-out, work stoppage or similar labor or industrial action; (iv) an order or judgment of any governmental authority; (v) shortage of raw materials, (vi) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of any facilities, or any material portion thereof, by action of any governmental authority; (vii) a material adverse change in applicable laws; (viii) the failure of any governmental authority or utility having operational jurisdiction in the area in which any of such facilities are located, to provide and maintain essential utilities, services, water and sewer lines and power transmission lines to the subject facility; (ix) changes in country trade status or a change to Customer's status of excluded or denied party listing, (x) global pandemics, and/or (xi) any other cause beyond the reasonable control of the party whose performance is affected. As a condition to the claim of no liability, the party experiencing the difficulty shall give the other prompt written notice with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

15. **CHOICE OF LAW:** The Contract shall be governed by and construed in accordance with the laws of the applicable jurisdiction from which Hexagon ships the Products. Any claim arising out of the Contract shall be filed exclusively in the courts located within the governing jurisdiction, and the parties hereby consent and submit to the jurisdiction of such court.

16. **COMPLIANCE WITH LAW.** Customer and Hexagon shall at all times comply with applicable laws, including but not limited to anti-bribery and anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act, which prohibits offering or giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to offer to make illegal payments to government officials of any country.

17. **SEVERABILITY:** If any provision of the Contract is found to be invalid or unenforceable, the parties agree that the remaining provisions shall remain in full force and effect. If the invalid or unenforceable portion is an essential part of the Contract, the parties will immediately begin negotiations to establish a mutually agreeable replacement provision.

18. **FAILURE TO ENFORCE:** If either party fails to enforce any right or remedy available to it, such failure shall not be construed as a waiver or relinquishment of any such right or remedy.

19. **SECTION HEADINGS:** The section headings in the Terms are inserted for convenience only and are not intended to affect the meaning or interpretation of the Terms or Contract.

20. **SECURITIES LAWS.** Hexagon Composites ASA, a Norwegian corporation and the ultimate parent company of Hexagon Agility, is publicly traded on the Oslo, Norway Stock Exchange. Anyone with non-public information shall not trade on inside information relative to such stock and shall be subject to the securities laws of Norway and other relevant countries and the rules of the applicable stock exchange regarding trading on Hexagon Composites ASA stock. Hexagon will comply with all relevant laws and regulations of the Oslo, Norway Stock Exchange, including stock exchange release ("SER") requirements. When permitted, Hexagon will seek the cooperation of the Customer prior to releasing a SER.

21. **ENTIRE AGREEMENT:** The Contract, specifically including these Terms and the Warranty, constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior negotiations and understandings, whether written or oral, express or implied, relating to the subject matter of the Contract are merged in the Contract. The Contract supersedes and cancels the terms of any purchase order or other agreement, express or implied, with respect to the sale of Products or performance of Services by Hexagon.