



# **MyDefence Group (non-US) General Terms and Conditions of Sale and Delivery**

April 3, 2025

### 1. Scope of Applicability

1.1 These General Terms and Conditions of Sale and Delivery (the "Terms") apply to all quotations, sales and deliveries of Products and/or services hereunder electronic devices, software, advisory services, consultancy services and development services (the "Products") by MyDefence A/S, registration no. 35530843, Bouet Moellevæg 5, 9400 Noerresundby, Denmark, and/or any of its subsidiaries and affiliated companies in MyDefence Group (except MyDefence (North America) LLC and its subsidiaries which are governed by separate general terms and conditions) ("MyDefence" or "we") unless otherwise specifically and expressly agreed in writing.

### 2. Contractual basis

2.1 Any party requesting quotations, purchasing or otherwise receiving Products (the "Customer") shall be deemed to have accepted the Terms by taking such actions.

2.2 No conflicting, contrary or additional terms and conditions set out in any purchase order or other communication from the Customer shall be deemed accepted by MyDefence unless specifically and expressly agreed in writing. As such MyDefence is not subject to any purchasing terms or specific requirements provided or referred to by the Customer.

2.3 Information provided by MyDefence in brochures, advertisements, preceding quotations, articles and statements on the internet, social media or elsewhere are non-binding and without prejudice to binding agreements between the Customer and MyDefence (together, the "Parties" and each a "Party").

2.4 MyDefence reserves the right to change these Terms at any time. The current version at the time of MyDefence confirming an order shall apply. The Customer is encouraged to familiarize itself with the current Terms before placing orders and shall be deemed to have accepted those. The current version at any given time will be available on the website of MyDefence currently: <https://mydefence.com/terms-of-sales/>.

### 3. Offers, Purchase Orders and Order Confirmations

3.1 Offers are non-binding for MyDefence unless specifically stated otherwise in the offer. A purchase order by the Customer is non-binding on MyDefence until a written order confirmation has been issued by

MyDefence confirming such purchase order.

3.2 Binding offers by MyDefence shall be valid for 30 calendar days from the date of issue, unless otherwise specifically stated therein.

3.3 All purchase orders issued by the Customer shall specify as a minimum; the model numbers and names of Products, quantities, unit prices, delivery place and requested delivery dates with reference to quotations provided and invoicing details.

### 4. Prices and Terms of Payment

4.1 The binding prices are stated in the order confirmation. Unless otherwise expressly stated all prices are exclusive of insurance, shipping, custom duties and other import charges and costs, VAT, sales and use taxes, other taxes of any kind, installation, and staff training which shall be for the account of the Customer. In case of force majeure events as those described in clause 8.1 which do not hinder the performance by MyDefence but which adds un-anticipated costs, MyDefence is entitled to increase the prices provided either in pricelists and/or in order confirmations accordingly.

4.2 Payments shall be made in accordance with the payment instructions of the invoice hereunder to the account and in the currency stated, and all payments shall be net free of bank charges and other costs.

4.3 Unless expressly stated otherwise in the order confirmation, payments shall be made within 15 days of the invoice date without offset or deduction. All orders below €20.000 are fully invoiced at the time of MyDefence issuing the related order confirmations. Orders above €20.000 are invoiced with fifty percent at the time of issuance of the related order confirmation and the remaining fifty percent upon dispatch of the Products in question.

4.4 MyDefence may in its sole discretion at any time change the agreed payment terms without notice by requiring payment in advance or cash on delivery and/or security for payment in the form of a bank guarantee, letter of credit or otherwise.

4.5 Should the Customer fail to settle any payment to MyDefence timely, MyDefence may suspend delivery of any order or any remaining balance thereof until full payment is made. Furthermore, If a payment is not

made within 5 calendar days after MyDefence has sent a written reminder of payment MyDefence may terminate any frame agreement between the Parties. MyDefence is entitled to claim an interest rate of 2.0 percent per month pro rata. The beforementioned rights and remedies are without prejudice to any other rights or remedies available to MyDefence in case of late or missing payment.

4.6 All costs and expenses incurred by MyDefence in connection with the collection of any overdue payments, including but not limited to interest charges, internal costs, legal fees and expenses for lawyers and debt collectors, court fees, etc, shall be indemnified by the Customer upon demand from MyDefence.

4.7 All payments received by MyDefence from the Customer shall cover payables in the following order: 1) interest as set out in clause 4.7; 2) costs as set out in clause 4.8; and 3) the principal amount.

4.8 Notwithstanding any agreement to the contrary, any and all amounts owed to MyDefence will be due and payable immediately in case of bankruptcy, insolvency, moratorium, reorganization or other situations concerning the Customer which in the sole opinion of MyDefence adversely affects the financial position of the Customer.

4.9 Title to Products delivered shall remain the property of MyDefence and shall not pass to the Customer until the Products have been paid for in full. If the Customer fails to settle an invoice, MyDefence may reclaim the Products covered by the unsettled invoice. The Customer must insure all Products to their full replacement value until title to the Products has passed to the Customer. In no event may a Customer, who is an authorized reseller, transfer title to a third party of Products prior to having made full payment.

### 5. Terms of Shipping and Delivery

5.1 Unless expressly stated otherwise in the order confirmation, all deliveries of Products shall be shipped Ex-Works in accordance with Incoterms 2020. The risk of loss of or damage to Products shall pass to the Customer in accordance with the agreed Incoterm.

5.2 Delivery dates shall be considered as approximate and shall be conditional upon the Customer in due time fulfilling its

contractual obligations, such as prepayments, and clarification in due time of all necessary details for the delivery. The shipping and delivery dates shall be those set forth in the order confirmation. If the parties have agreed that a delivery date shall be fixed and not considered approximate and MyDefence is unable to meet such date, MyDefence is granted 7 additional calendar days to perform delivery without incurring liability. If MyDefence is unable to deliver within the additional 7 calendar days, the Customer may set a final delivery date, which shall be no less than 14 calendar days from the date of notice. If delivery is not completed by this final deadline, the Customer may terminate the order in question as its sole remedy. In such case, MyDefence shall not be liable for any damages, and the Customer shall not be entitled to any compensation for costs incurred.

5.3 MyDefence reserves the right to perform partial deliveries.

## **6. Inspection of Products, Claims, and Product Warranty**

6.1 The Customer shall thoroughly inspect the delivered Products immediately upon receipt hereof. The Customer is deemed to have accepted the delivered Products in all respects unless a written claim specifying the non-compliance of the Products is received by MyDefence within 7 calendar days from receipt of the Products or in case of non-delivery from the anticipated delivery time otherwise such claim shall be deemed time barred and fully waived by the Customer. Claims shall be accompanied by a detailed description of the basis for the claim and to the extent reasonable, photos and/or videos illustrating the non-conformity if such relate to quality shall be included for the claim to be valid.

6.2 For quality claims which are clearly attributable to material and/or manufacturing faults and which could not have been detected during thorough examination by the Customer at the time of delivery the following warranty is offered to the Customers of MyDefence and to the direct customers of MyDefence's authorized resellers:

6.2.1 MyDefence will rectify defects affecting the Products which are clearly attributable to material and/or manufacturing faults, provided they are notified to Mydefence by written claim specifying the non-compliance of the Products within 7 calendar days from

the time of discovery of the defects or from the time the defects should have been discovered by the Customer if thorough inspection was performed and not later than 12 months from 1) the date of delivery by MyDefence to the Customer or 2) from the date of delivery by a Customer who is an authorized reseller of MyDefence to its first customer whichever is longer but in the last case in no event longer than three years from delivery by MyDefence to the Customer who is an authorized reseller (the "Warranty Period").

6.2.2 Rectification of valid warranty claims will take place by means of repairs, supply of spare parts or replacement Products, or repayment of the purchase price (such remedies being the exclusive remedies for a valid warranty claim) in the discretion of MyDefence. The Customer shall ship the Product to MyDefence for repairs or exchange on request by MyDefence. If a warranty claim is valid MyDefence shall cover reasonable shipping costs. Rectification shall take place as soon as reasonably practicable. Repaired or exchanged Products under the warranty are covered by the warranty till the expiry of the Warranty Period of the original Product.

6.2.3 Warranty liability will not be triggered if the defects are wholly or partly caused by improper installation or use, negligent handling, lack of reasonable maintenance and care, accident, normal tear and wear, abuse, or if repairs or other interventions, hereunder the mere opening of Products, are performed by persons not authorised by MyDefence to take such action, or if Products are fitted with non-original spare parts, extras or accessories.

6.2.4 THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS, AND ONLY SUCH EXPRESS WARRANTIES AS ARE STATED IN A WRITTEN CONFIRMATION ORDER OR HEREIN APPLIES.

6.2.5 This warranty does not affect the Customer's statutory rights according to mandatory applicable law.

## **7. Limitation of Liability and Product Liability**

7.1 Notwithstanding anything else agreed to the contrary, except as otherwise specifically provided in this clause 7, in no event shall MyDefence, its parent companies, subsidiaries or affiliates aggregate liability arising out of or related to any transaction between MyDefence and the Customer, whether arising out of or related to breach of contract, tort (including negligence), breach of statutory duty, restitution or otherwise, exceed twenty percent of the purchase price paid by the Customer for the Products (net excluding VAT, taxes and/or other duties, shipping and other related costs) in the transaction which MyDefence's liability originate from but in no event exceed an amount of EUR 100,000. MyDefence shall not be liable for any claims based on 1) our compliance with designs, specifications, or instructions provided by the Customer, 2) repairs, modification or alteration of any Products made by parties other than MyDefence, or 3) use of the Products in combination with other products

7.2 In no event shall MyDefence, its parent companies, subsidiaries or affiliates or their directors, officers, employees, agents, or shareholders be liable to the Customer or to any third party for (a) any loss of use, loss of revenue or profit, or loss of data or for any other consequential, incidental, indirect, exemplary, special or punitive damages, or (b) any use of the Products hereunder non-performance of the Products, information or data provided by MyDefence including for errors or omissions therein, or (c) for interruption of use or for inaccuracy of data of any kind hereunder in relation to detection, mapping, warning, or jamming, whether arising out of breach of contract, tort (including negligence), strict liability, breach of statutory duty, restitution or otherwise, regardless of whether such damage was foreseeable and whether or not MyDefence has been advised of the possibility of such damage. Customers (including, but not limited to, those who are authorized resellers), shall notify its buyers of the liability limitations herein. Customers who are authorized resellers must maintain product liability insurance of at least EUR 5,000,000 per incident and in the aggregate and with a deductible of no more than EUR 100,000.

7.3 Applying the limitations and exclusions of clause 7.1 and 7.2 above to the widest extent possible, MyDefence shall be liable for defects in products pursuant to the mandatory provisions of the Danish Product Liability Act. Notwithstanding the foregoing,

if a Customer or a third party, despite the choice of Danish law hereunder, collects damages under the laws of another jurisdiction than Denmark, such damages shall be collected to the exclusion of damages under Danish law, and the above sentence shall not entitle such Customer or third party to collect additional damages. MyDefence disclaims to the widest extent possible any other kind of liability for damage or injury caused by a defective Product. The Customer shall indemnify and hold harmless MyDefence for any product liability claims raised against MyDefence by third parties if the Product was sold by the Customer.

7.4 The limitations and exclusions set forth in clauses 7.1, 7.2, and 7.3 (other than the second sentence of clause 7.3) shall not apply to damages relating to or arising from:

- third-party claims for death or personal injury to the extent caused by gross negligence or wilful acts or omissions by MyDefence;
- fraud or fraudulent misrepresentation by MyDefence; or
- liability that cannot be excluded or limited by law.
- liability which is covered by insurances taken out by MyDefence to the extent and within the limits of such coverage.

7.5 WEEE and Battery Statement: The responsibility for correct product recycling and disposal of batteries as well as waste of electric and electrical equipment is transferred to the customer to the fullest extent permitted by law. MyDefence will provide a document for removal of the battery in the relevant Products.

#### **8. Force Majeure**

8.1 MyDefence shall not be liable for any failure of or delay in the performance of its obligations if such is due to circumstances beyond the reasonable control of MyDefence (a "Force Majeure Event") such shall include but not be limited to war, civil war, riots, civil disturbances, power outages, internet outages, cyber-attacks, sabotage, physical attacks, pandemics, fire, explosions, flooding, hurricanes, tornados, lightening, and other, natural disasters and similar events which can neither be controlled nor reasonably avoided, strike, lockout, business disruptions, late delivery caused by delay by sub-suppliers, shortage of Products or raw material and components for production hereof, confiscation, export controls or intervention of the government or authorities or breakdown of machinery and

other incidents causing damage to cables, facilities, and/or production and/or delivery capabilities.

8.2 If delivery according to agreement is temporarily impeded by a Force Majeure Event, the delivery is postponed for a period corresponding to the duration of the obstruction, with the addition of a reasonable period of time to normalize conditions hereafter. Delivery within the deferred delivery time is considered timely in every respect. Either of the Parties may terminate the transaction which is impeded by a Force Majeure Event if the impediment continues for more than 90 days and there are no reasonable indications that it will cease within 30 days hereafter.

#### **9. Software licensing**

9.1 MyDefence provides software solutions and IT-platforms with the majority of Products. In such cases MyDefence grants the Customer a non-exclusive right of use only. MyDefence retains all rights, including all intellectual property rights. MyDefence shall not be liable for any loss resulting from the use of software solutions and IT-platforms or from providing It-services of any other kind (such as consultancy services) hereunder from errors or defects, interruptions, breakdowns, computer viruses, malware, or any other circumstances. By using MyDefence's software and IT platforms, the Customer agrees to the "MyDefence Software Terms of Service" in the version applicable at the time of use: <https://mydefence.com/software-terms-of-service/>.

#### **10. Sanctions and Re-Export Clause**

10.1 It is the policy of MyDefence to comply with all economic sanctions and export control laws and regulations. The Customer acknowledges that:

10.1.1 Economic sanctions regulations preclude any dealings with certain specially designated entities and persons, including officials from sanctioned governments; entities and persons from certain comprehensively sanctioned countries (including, but not limited to Iran, Syria, North Korea, Venezuela, China, Russia, Crimea, Donetsk, and Luhansk of Ukraine, Iraq, Burma, Central African Republic of Congo (Dem. Rep.), Eritrea, Ethiopia, Haiti, Sudan, and Belarus (each a "Sanctioned Country"), and designated persons from other countries).

10.1.2 Economic sanctions and export controls may preclude the sale, resale, export, re-export, or transfer of Products purchased from MyDefence if the further transaction violates export controls or economic sanctions regulations hereunder export to countries subject to sanction regimes by the EU or the USA.

10.2 The Customer accepts as a condition of purchasing Products or technology from MyDefence the following paragraphs 10.2.1–10.2.7:

10.2.1 Neither the Customer nor any persons employed by or acting on behalf of the Customer, or having ownership interests, control over or influence on the Customer are on any embargoed person lists, including those of the USA, EU, or the United Nations.

10.2.2 The Customer complies in all respects with applicable sanctions and export control laws and regulations including those of the USA and the EU and will not engage in any conduct to evade such laws and regulations. The purchased Products will not be used in any manner whatsoever directly or indirectly that contravene economic sanctions and export control laws and regulations or in connection with any entities, persons, projects, or transactions that contravene any such.

10.2.3 The Customer shall not sell, export or re-export, directly or indirectly, any Products supplied by MyDefence to the Customer to:

- any person or entity of any kind residing in or being directly or indirectly owned or controlled by any person(s) or entity(ies) being registered, residing in or citizens of a Sanctioned Country or of any other country subject to prohibition on military exports by the EU and/or the USA), or for use in or in the interest of any such country or region.

10.2.4 Because of the sensitive character of the Products, the Customer (including, but not limited to, Customers who are authorized resellers) shall not, except with MyDefence's written permission, resell to any third party located outside the country where the Customer is based and from where a purchase order was submitted. The Customer shall undertake its best

efforts to ensure that the purpose of paragraph 10.2.3 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

10.2.5 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 10.2.3.

10.2.6 Any violation of this Sanctions and Re-export clause shall constitute a material breach of the Customers obligations towards MyDefence and MyDefence shall be entitled to seek appropriate remedies, including, but not limited to:

- a. termination of any agreement between the Customer and MyDefence which MyDefence deems directly or indirectly affected by the breach; and
- b. Indemnification of any losses or costs due to the violation.

10.2.7 The Customer shall immediately inform MyDefence about any problems in applying the obligations of this clause, including any relevant activities by third parties that could frustrate the purpose of this clause. The Customer shall make available to MyDefence information concerning compliance with the obligations of this clause within two weeks of the simple request of such information.

#### **11. Confidentiality**

11.1 Neither Party shall, without the consent of the other, be entitled to disclose to any third party (other than its legal, financial, and other professional advisors) the terms of an agreement between the Parties, information concerning the other Party received in connection with the negotiations concerning the conclusion and performance of such agreement, including technical or commercial information which either Party has stated to be confidential or which is obviously information which the other Party desires to be kept confidential. This does not apply to the extent that the disclosure is necessary to enable a Party to fulfil its obligations under agreements governed by these Terms.

11.2 Each Party is obligated to prevent such confidential information from being disclosed to or used to a greater extent than permitted by the first paragraph of this clause by its employees, consultants, subcontractors and other contractors or others who through that Party have or may obtain access to such information.

11.3 The Customer is obliged to immediately inform MyDefence if any confidential information has been disclosed.

#### **12. Disputes and Applicable Law**

12.1 These Terms and any transaction governed by them and any dispute arising out of or in relation to these Terms (including, but not limited to disputes regarding their valid adoption by the Parties) or such transaction, shall be governed by Danish law with the exclusion of conflicts of law rules that would lead to another choice of law. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.2 In the event of any dispute or claim arising out of, or in relation to any provision of an order, a contract or these Terms, the breach, termination or invalidity thereof, the Parties shall try to settle such amicably. Should they fail to agree on a settlement, any such dispute or claim shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with its rules of arbitration procedure in force at the time when such proceedings are commenced. The proceedings shall take place in Copenhagen and the language hereof shall be English.

12.3 Notwithstanding anything to the contrary in clause 12.2 above, MyDefence shall – without prejudice to i) any rights hereunder of MyDefence and/or ii) any claim pursuant to clause 12.2 above – have the right to proceed against the Customer and/or any third party in such courts and jurisdictions as MyDefence in its sole discretion sees and deems fit, inter alia for the purpose of obtaining injunctive relief or other specific performance, including, but not limited to a temporary or permanent restraining order (without requirements to post bond or provide other security), securing payment of any amount due to MyDefence from the Customer. In such circumstances the proceedings (but not the subject matter) shall be governed by the

laws of the jurisdiction so chosen by MyDefence with the exclusion of conflicts of law rules. In addition, either Party may go to any court with proper venue for the enforcement of an arbitration award.

