

SCIENTA OMICRON GENERAL CONDITIONS OF SUPPLY

1. General

1.1 This Agreement is to be used on all supply of goods from Scienta Omicron GmbH and Scienta Omicron AB (hereinafter referred to as "ScientaOmicron") to customer (hereinafter referred to as "Buyer"). These General Conditions shall apply when the parties agree thereto in writing or otherwise. Deviations from the General Conditions shall not apply unless agreed in writing. Data in product information and price lists are binding only to the extent that they are by reference expressly included in an agreement entered into by and between the parties. In case of any inconsistency or conflict between any provision of these General Conditions and any warranties provided by ScientaOmicron, the provisions of these General Conditions shall prevail.

2. Drawings and other Documents

2.1 Drawings and other technical documents concerning products or manufacturing provided by ScientaOmicron before or after the purchase shall remain ScientaOmicron's property and ScientaOmicron shall remain the sole owner of all intellectual property rights in and to such documents. The documents received by the Buyer may not be used for any other purpose than the purpose for which they were delivered. Such documents may not, without ScientaOmicron's consent, be copied, reproduced, delivered or otherwise disclosed to any third party.

3. License to Use Software Products

3.1 Upon supply of products containing and/or consisting of software products (hereinafter Software Products) the provisions of this Section 3 shall apply. Software Products mean the software products sold by ScientaOmicron list(s) from time to time, regardless of whether such Software Products are included in delivered hardware products or are delivered separately. Software Products consist of ScientaOmicron's software products (hereinafter ScientaOmicron Programs) and software products licensed by a third party (hereinafter Third Party Programs). ScientaOmicron Programs mean Software Products, to which ScientaOmicron is the owner of the intellectual property rights. Third Party Programs mean Software Products, to which a third party is the owner of the intellectual property rights.

3.2 *ScientaOmicron Programs*

3.2.1 Subject to the limitations below, the Buyer is granted a right and license to use the ScientaOmicron Program(s) for the purpose(s) for which the ScientaOmicron Program(s) is/are intended.

3.2.2 ScientaOmicron Program(s) that is/are delivered incorporated into a hardware product may only be used together with and may not be separated from such hardware product.

3.2.3 ScientaOmicron Program(s) that is/are delivered separately from any hardware product may only be used together with hardware products specified by ScientaOmicron.

3.2.4 The Buyer shall have a right to make one copy in machine-readable form of each ScientaOmicron Program. Such copy may only be used for back-up purposes and shall contain the same copyright

information as the original. Except to the extent otherwise is provided in mandatory law and/or in this Section 3, the Buyer may not make copies of the ScientaOmicron Program(s).

- 3.2.5 Except to the extent otherwise is provided in mandatory law, the Buyer may not modify, decompile, reverse engineer, disassemble or otherwise discover the ScientaOmicron Program(s), in whole or in part.
- 3.2.6 The Buyer may not remove and/or obscure any copyright notices or proprietary legends contained within the ScientaOmicron Software.
- 3.2.7 The Buyer shall have a right to transfer/assign its right to use the Software Products to a new buyer of the products on the terms and conditions and with the limitations set out in this Section 3.
- 3.2.8 ScientaOmicron shall remain the owner of all intellectual property rights in and to the ScientaOmicron Programs.
- 3.2.9 ScientaOmicron shall indemnify and hold harmless the Buyer from damages and costs suffered or incurred by Customer due to a final judgement or decision by a competent court of law or as a result of an agreed settlement provided that the judgment, decision or settlement is a result of an infringement of any third party patent, copyright or other intellectual property right caused by the Buyer's legitimate use of the ScientaOmicron Program(s). ScientaOmicron's liability for and obligation to indemnify the Buyer from such damages and costs shall be subject to (i) that ScientaOmicron is notified in writing without delay of any claim brought against the Buyer in respect of such actual or claimed infringement and (ii) that ScientaOmicron is given sole control over the defence against such claims and over the settlement negotiations and final content of the settlement.
- 3.2.10 If an infringement, for which ScientaOmicron shall be liable, is finally found by a competent court of law to exist or if such infringement, in ScientaOmicron's sole opinion, is likely to exist, ScientaOmicron shall at its own expense either (i) secure for the Buyer the right to continue to use the ScientaOmicron Program(s), (ii) replace the infringing part of the ScientaOmicron Program(s) with a non-infringing product that corresponds to the agreed specifications, (iii) modify the ScientaOmicron Program(s) so that the ScientaOmicron Program(s) becomes non-infringing or (iv) take back the ScientaOmicron Program(s) and refund the Buyer an amount corresponding to the value of the infringing ScientaOmicron Program(s).
- 3.2.11 ScientaOmicron shall not be liable towards the Buyer for infringements that are due to or arise from (a) the Buyer's use of the ScientaOmicron Program(s) for other purposes than the intended, (b) modifications of the ScientaOmicron Program(s) made by the Buyer or c) the Buyer's use of the ScientaOmicron Program(s) together with other hardware product(s) than the hardware product(s) that the ScientaOmicron Program(s) was/were incorporated into at the time of delivery, or in case the ScientaOmicron Program(s) was/were delivered separately from any hardware product(s), other hardware products than the hardware product(s) specified by ScientaOmicron.
- 3.2.12 The foregoing shall constitute ScientaOmicron's sole and exclusive liability for claims and damages related to infringements of any third party's intellectual property rights caused by or related to the Buyer's use of the ScientaOmicron Program(s) and shall constitute the Buyer's sole and exclusive remedies in case of such infringements.

3.3 *Third Party Programs*

3.3.1 The Buyer is granted a right to use the Third Party Program(s) and to transfer/assign such right to a new Buyer, to the extent and on the terms and conditions set out in the special license conditions provided by the original third party supplier(s). The license conditions provided by the original third party supplier(s) are published on the Internet at www.ScientaOmicron.se.

3.3.2 For Third Party Program(s) the license conditions of the original third party supplier shall apply. ScientaOmicron shall not be liable for any claims, damages or expenses based on or related to alleged or actual infringements of any third party's copyright or other intellectual property rights due to or related to the Buyer's use of any Third Party Program(s) and the Buyer may not assert any claims towards ScientaOmicron on account hereof.

3.4 ScientaOmicron shall not be obliged to provide the Software Products in source code format and/or to provide updated versions of the Software Products.

4. **Delivery**

4.1 Unless otherwise agreed between the parties, terms of delivery shall be "Ex Works" ScientaOmicron's place of business in Taunusstein, Germany, and thus the risk passes from ScientaOmicron to the Buyer. If the parties have agreed on any other delivery terms such agreed delivery terms shall be interpreted in accordance with the INCOTERMS valid at the date of the agreement.

4.2 If ScientaOmicron, at the request of the Buyer, arranges the transport, this shall not affect ScientaOmicron's liability as regards the cost and the risk associated with the transportation etc.

5. **Time for Delivery**

5.1 If ScientaOmicron finds that it will not be able to ship the goods at the agreed time of delivery or if delay on ScientaOmicron's part seems likely, ScientaOmicron shall forthwith notify the Buyer thereof in writing, stating the reason for the delay and, if possible, the date when the delivery can be expected.

5.2 If delay in delivery is caused by a circumstance which according to Clause 10 shall be considered an event of relief (force majeure) or by an act or omission on the part of the Buyer, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

5.3 If ScientaOmicron fails to deliver the goods on time and if nothing else is agreed between the parties, the Buyer is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.1 per cent for each complete week of delay of that part of the agreed price which is properly attributable to that part of the goods which, due to the delay, cannot be put to its intended use. The liquidated damages shall not exceed 5 per cent of such part of the agreed price. The liquidated damages become due at the Buyer's written demand but not before all of the goods have been delivered or the Contract is terminated under Clause 5.4. The Buyer loses its right to liquidated damages if the Buyer has not lodged a claim in writing for such damages within six months after the time when delivery should have taken place.

- 5.4 If the Buyer is entitled to maximum liquidated damages under Clause 5.3 and if the goods are still not delivered, the Buyer may in writing demand delivery within a final reasonable period, which shall not be less than one week. If ScientaOmicron fails to deliver within such final period and this is not due to any circumstance for which the Buyer is responsible, then the Buyer may, by notice in writing to ScientaOmicron, terminate the contract in respect of that part of the goods which cannot be put to its intended use.
- 5.5 If the Buyer finds that he will be unable to accept delivery of the goods on the agreed date or if delay on his part seems likely, the Buyer shall forthwith notify ScientaOmicron thereof in writing stating the reason for the delay and if possible the date when he will be able to accept delivery. If the Buyer fails to accept shipment on the agreed date he shall nevertheless make any payment which is dependent on delivery as if the goods in question had been delivered. ScientaOmicron shall arrange storage of the goods at the Buyer's risk and expense. ScientaOmicron shall also, if the Buyer so requires, insure the goods at the Buyer's expense.
- 5.6 Unless the Buyer's failure to accept delivery is due to any such circumstance as mentioned in Clause 10, ScientaOmicron may by notice in writing require the Buyer to accept delivery within a reasonable period. If, for any reason for which ScientaOmicron is not responsible, the Buyer fails to accept delivery within such period, ScientaOmicron may by notice in writing terminate the contract in respect of that part of the goods which is ready for delivery but has not been delivered due to the Buyer's default. ScientaOmicron shall then be entitled to compensation for the loss suffered by reason of the Buyer's default. The compensation shall not exceed that part of the price, which is attributable to the part of the goods in respect of which the contract is terminated.

6. Payment

- 6.1 Unless otherwise agreed, the contracted price shall be paid by partial payments no later than 30 days after receipt of invoice. ScientaOmicron shall invoice in accordance with the following payment plan.
- 50 % as soon as the Contract has been signed
 - 40 % before delivery and
 - 10 % after Buyer's final approval of acceptance test or three months after delivery, whichever is the earliest date.

Notwithstanding the above, payment for spares, repairs, consumables and components shall be made in full against invoice at shipment.

ScientaOmicron reserves the right to require payment through an irrevocable letter of credit. All bank charges in connection with the letter of credit are to be paid by the Buyer.

Payment shall be made to the bank account stated in the invoice.

- 6.2 If the Buyer fails to pay by the due date, ScientaOmicron shall be entitled to interest from the day on which payment became due at a yearly interest rate of 8% above LIBOR (London Interbank Offered Rate).

6.3 If the Buyer has not paid the amount due within three months after the due date, ScientaOmicron shall be entitled to terminate the contract, wholly or partly, by written notice to the Buyer. ScientaOmicron shall then in addition to interest on late payment also be entitled to compensation for the loss suffered.

7. **Reservation of Title**

7.1

If the goods is not paid by the Buyer in due time SientaOmicron shall have the right to retain the goods as collateral for the payment.

8. **Warranty and Liability for Defects**

8.1 *ScientaOmicron's hardware products and ScientaOmicron Programs*

8.1.1 Unless otherwise is specifically agreed in writing between the parties, ScientaOmicron warrants that each of ScientaOmicron's hardware products in material and design correspond to the technical specification relating to such hardware product. Unless a more extensive warranty period has been agreed in writing between the parties, this warranty shall apply for a period of one year from the date on which the product(s) was/were delivered/shipped from ScientaOmicron.

8.1.2 ScientaOmicron shall, in accordance with the provisions of this Clauses 8, by repair or replacement remedy any defect in ScientaOmicron's hardware products resulting from faulty design, materials or workmanship. ScientaOmicron's shall not be liable for defects arising out of material provided by the Buyer or a design stipulated or specified by the Buyer. For repair or replaced products the warranty shall apply for a period of six months from the date the repaired or replaced product(s) was was/were delivered/shipped from ScientaOmicron or, if repair or replacement is carried out at the Buyers place, from the date the repair or replacement was completed.

8.1.3 If a hardware product(s) due to a defect could not be in use for more than a month the warranty time shall be prolonged for the time the hardware product has been out of use. Notwithstanding the provisions of this Clause 8.1.3, ScientaOmicron shall have no liability for defects in any parts of the hardware products that are reported more than two years after the commencement of the original warranty period, as referred to under Clause 8.1.1.

8.2 *ScientaOmicron Programs*

8.2.1 ScientaOmicron warrants that each of the software products, to which ScientaOmicron is the owner of the intellectual property rights (hereinafter referred to as ScientaOmicron Programs), will, during a period of ninety (90) days from the date of delivery to the buyer, in all material aspects function in accordance with the technical specifications relating to the relevant ScientaOmicron Program.

8.2.2 During the warranty period ScientaOmicron undertakes to remedy any defect in the ScientaOmicron Program. A defect shall be deemed to have occurred if the function of a ScientaOmicron Program in any material aspect deviates from the technical specifications for such ScientaOmicron Program.

8.2.3 The Customer shall be responsible for keeping a separate back-up copy of the ScientaOmicron Program. ScientaOmicron shall under no circumstances be responsible and liable for data, other

than the relevant ScientaOmicron Program, that is lost or damaged during transport or rectification.

- 8.2.4 Rectification of defects in ScientaOmicron Programs shall take place through correction, instructions regarding circumvention of the defect or replacement by an equivalent program. After rectification of defects in a ScientaOmicron Program, the Buyer shall be responsible for reinstalling the rectified or, if applicable, for installing the replacement program.

8.3 Limitations of Warranty, Notice of defects, Damage etc

- 8.3.1 The warranties provided by ScientaOmicron shall only apply provided that the Buyer has had the products properly serviced by ScientaOmicron. ScientaOmicron's liability does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer. ScientaOmicron's liability does not cover defects due to working conditions deviating from those anticipated in the contract or improper use of the products. Nor does it cover defects due to faulty maintenance or incorrect installation from the Buyer's side, alterations undertaken without ScientaOmicron's written consent or faulty repairs by the Buyer. Furthermore, ScientaOmicron's liability for defects in ScientaOmicron Programs does not cover defects that are due to or arise from the Buyer's use of the ScientaOmicron Program(s) for other purposes than the intended or the Buyer's use of the ScientaOmicron Program(s) together with other hardware product(s) than the hardware product(s) that the ScientaOmicron Program(s) was/were incorporated into at the time of delivery, or in case the ScientaOmicron Program(s) was/were delivered separately from any hardware product(s), other hardware products than the hardware product(s) specified by ScientaOmicron. Finally, ScientaOmicron's liability does not cover normal wear and tear or deterioration and is not applicable on consumables.

- 8.3.2 The Buyer shall without undue delay after a defect has appeared notify ScientaOmicron in writing of the defect and in no case later than five (5) business days after the date on which the defect was discovered or should have been discovered. The notice shall contain a description of how the defect manifests itself. ScientaOmicron will provide instructions on how defects shall be reported. Notice of a defect shall be given immediately if there is reason to believe that the defect may cause damage. If the Buyer fails to notify ScientaOmicron of a defect in writing within the time limits set forth in this Clause, the Buyer shall forfeit his right to make any claims in respect of the defect.

- 8.3.3 Upon receipt of a written notice ScientaOmicron shall at its own cost and with the promptness demanded by the circumstances remedy the defects in accordance with the provisions under this Clause 8. Remedial work shall be carried out at ScientaOmicron's premises or at the premises of a service provider appointed by ScientaOmicron. The goods shall be sent to ScientaOmicron's premises or to the premises of the service provider appointed by ScientaOmicron.

- 8.3.4 If the Buyer gives notice and in case no defect is found for which ScientaOmicron is liable, ScientaOmicron shall be entitled to compensation for the work and costs incurred by ScientaOmicron as a result of the notice. ScientaOmicron shall inform the Buyer that ScientaOmicron is not liable for the defect. The Buyer shall thereafter within a period of one month notify ScientaOmicron in writing if the Buyer wants the goods sent back to him. All costs for such transport shall be born by the Buyer. If the Buyer fails to give such notice the goods will become the property of ScientaOmicron.

- 8.3.5 Except to the extent otherwise is provided under Clause 8.3.4, all transports in connection with repair or replacement shall be at ScientaOmicron's expense. The Buyer shall follow ScientaOmicron's instructions as to how the transport shall be carried out. The transports shall be at the Buyer's risk.
- 8.3.6 Defective parts, which are replaced shall be placed at ScientaOmicron's disposal and shall become ScientaOmicron's property. ScientaOmicron Programs, or parts thereof, which are replaced shall be returned to ScientaOmicron. The same shall apply to all copies of the replaced ScientaOmicron Program, or the replaced parts thereof that the Buyer has in its possession.
- 8.3.7 If ScientaOmicron fails to fulfil its obligations under Clause 8.3.3 with the promptness demanded by the circumstances, the Buyer may, in writing, set a final time limit, within which ScientaOmicron shall fulfil its obligations. If ScientaOmicron fails to fulfil its obligations within said time limit, the Buyer shall be entitled to demand a reduction of the agreed price, which reduction shall not exceed 15 per cent of the agreed price. If the defect is substantial, the Buyer may instead choose to terminate the contract as regards the defected delivery by written notice to ScientaOmicron. In case of termination, the Buyer shall be entitled to compensation for the loss suffered. The compensation shall, however, not exceed 15 per cent of the agreed price for the defected delivery.
- 8.3.8 Save as stipulated in 8.1.1 - 8.3.7 ScientaOmicron shall have no liability for defects. This applies to any loss the defect may cause, including but not limited to loss of production, loss of profit and any other consequential economic loss. This limitation of ScientaOmicron's liability shall, however, not apply if ScientaOmicron has been guilty of gross negligence.
- 8.4 Warranty and liability for defects in Third Party Programs and in hardware products manufactured by a third party.
- 8.4.1 For software programs, to which a third party is the owner of the intellectual property rights and which programs are indicated as third party programs in the Product Price Selection Tool (hereinafter referred to as Third Party Programs), the license conditions and warranty of the original third party supplier shall apply. ScientaOmicron does not provide any warranty for Third Party Programs. Thus, ScientaOmicron shall not be liable for defects in the Third Party Program(s) and the Buyer may not assert any claims towards ScientaOmicron on account thereof. Furthermore, ScientaOmicron shall have no obligation to ensure that the original third party supplier meets its obligations or fulfils its undertakings. The terms and conditions for the Third Party Program(s) are to be found on the website of the relevant third party supplier. On ScientaOmicron's website, www.ScientaOmicron.com, there are references to the websites of the third party suppliers.
- 8.4.2 For hardware products, such as scanners, printers etc, that are manufactured by a third party and that are not marked with ScientaOmicron's logotype, ScientaOmicron's liability for defects shall be equivalent to the liability for defects as provided by the manufacturer from time to time. The terms and conditions for the hardware products referred to under this Clause are to be found on the relevant manufacturer's website. On ScientaOmicron's website, www.ScientaOmicron.com, there are references to the websites of the relevant manufacturers.

9. Liability for Damage to Property Caused by the Products

9.1 The Buyer shall indemnify and hold ScientaOmicron harmless to the extent that ScientaOmicron incurs liability towards any third party in respect of any damage for which ScientaOmicron shall not be liable towards the Buyer according to Clause 9.2 and 9.3 below.

9.2 ScientaOmicron shall have no liability for damage caused by the products

a) to any (movable or immovable) property where the damage occurs while the products are in the Buyer's possession, or

b) to products manufactured by the Buyer, or to products of which the Buyer's products form a part, or for loss or damage to any property, where the damage is caused by such products.

9.3 ScientaOmicron shall under no circumstances be liable for loss of production, loss of profit or any other consequential loss. Said limitations of ScientaOmicron's liability shall not apply where ScientaOmicron has been guilty of gross negligence.

9.4 If a third party lodges a claim for compensation against ScientaOmicron or the Buyer for such loss or damages as referred to in this Clause 9, the other party shall forthwith be notified thereof in writing.

9.5 ScientaOmicron and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal that examines a claim against either of them, where such claim is based on damage alleged to have been caused by the products. The liability as between ScientaOmicron and the Buyer shall, however, always be settled by arbitration in accordance with Clause 13.

10. Erection

10. The regulations in this section 10 shall be applicable for the work carried out if the parties have agreed upon erection of the products. "Erection" shall mean ScientaOmicron undertaking to physically erect or mount Products at the Buyers site or on the Buyers property and, if agreed upon between the parties, put the Products in operation. The erection shall be carried out at delivery if the parties have not agreed otherwise.

10.2 The Buyer shall see to that preparation work is carried out to enable the erection. The Buyer shall provide electricity and other means to make the erection possible as well as provide personnel to assist ScientaOmicron with the erection.

10.3 If the erection is not carried out on time the Buyer may carry out the erection it self or have the erection carried out by a third party on ScientaOmicron expense. Except for this right to recovery of expenses the Buyer shall have no further right to remuneration due to delay of the erection.

10.4 For defects or deficiencies in the erection work the regulations above under section 8 "Warranty and Liability for defects" shall apply in relevant parts. The right to price reduction or damage shall however in this case comprise 10 % of the costs for the erection. ScientaOmicron's liability for the erection will only be valid for defects that appears within one year from the completion of the erection.

10.5 If the erection is delayed due to circumstances pertaining to the Buyer ScientaOmicron will be entitled to remuneration for expenses, extra work and wait according to the standard applied by ScientaOmicron at the relevant time.

11. Grounds for Relief (Force Majeure)

11.1 A party is relieved from liability for a failure to perform any of its obligations under this Agreement, if such failure is due to any circumstance beyond its immediate control, which impedes, delays, or aggravates the party's fulfilment thereof, such as changes in laws and regulations or in the interpretation thereof, acts or omissions of authorities, labour disputes, blockades, fires, floods, shortage of transportation, general shortage of materials, restrictions in the use of power, major accidents and defects or delays in deliveries from sub-contractors caused by any such circumstance as referred to in this Clause 11.1.

11.2 The party wishing to claim relief under Clause 11.1 shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. In case of delayed notification, the other party shall be entitled to compensation for damages incurred by such party, to the extent such damages could have been avoided if the notification had been made without delay.

11.3 If grounds for relief prevent the Buyer from fulfilling its obligations, the Buyer shall compensate ScientaOmicron for expenses incurred by ScientaOmicron in securing and protecting the products.

11.4 Notwithstanding other provisions of these General Conditions either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is delayed more than six months by reason of any grounds for relief as described in Clause 11.1.

12. Secrecy

12.1 The Buyer undertakes without limitation as to time not to disclose to third parties confidential information that the Buyer receives or has received concerning the Products or the manufacturing or sale thereof.

12.2 For the purpose of this Clause 12 confidential information shall mean any and all information - including but not limited to technical, practical and commercial information - except information, which is known or which will become known in full detail to the public other than by breach of the obligations herein contained.

12.3 The Buyer ensures that the employees to whom confidential information is disclosed covenant to keep such information confidential to the extent the Buyer itself is bound by this secrecy undertaking and that such covenants on the part of employees are strictly observed.

12.4 The Buyer shall not without compelling reason reveal

- a) the existence of this Agreement or any arbitration award related to this Agreement
- b) the contents of this Agreement or any arbitration award related to this Agreement
- c) any information regarding negotiations or arbitration or mediation proceedings related to this Agreement.

12.5 The Buyer's obligations under this Section 12 shall survive any termination of the contract.

13. **Export control**

- 13.1 In the absence of any other written agreement, the delivered product is intended to remain and to be used in the first country of delivery agreed with the customer.
- 13.2 The export of certain goods may be subject to authorisation e.g. because of their nature or intended purpose or final destination. The customer itself is obliged to comply strictly with the relevant export regulations and embargos for these goods (products, goods, software, technology), especially of the European Union (EU), Germany resp. other EU Member States and, if applicable, the USA.
- 13.3 Where products are passed on, the customer undertakes to oblige other recipients in the same way and to notify them of the need to comply with such legal provisions.
- 13.4 The customer shall indemnify ScientaOmicron from all damages resulting from negligent breach of the foregoing obligations according to paragraph 13.1 to paragraph 13.3. The scope of the damages to be reimbursed shall also include the reimbursement of all necessary and reasonable expenses incurred by ScientaOmicron or incurred, in particular the costs and expenses for any legal defence and any official administrative fines or penalties.
- 13.5 In the event of the negligent breach of the foregoing obligations according to paragraphs 13.1 to 13.3 by the customer, ScientaOmicron shall have the right to rescind the sales contract.

14. **Disputes. Applicable Law**

- 14.1 Any dispute, controversy or claim arising out of or in connection with these General Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).
- 14.2 The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.
- 14.3 The arbitration shall be held in Stockholm, Sweden.
- 14.3 The language to be used in arbitral proceedings shall be English.
- 14.4 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.

- 14.4 These General Conditions shall be governed by and construed and enforced in accordance with the substantive laws of Sweden without regard to its principles of conflict of laws and excluding the UN Convention of International Sales of Goods (CISG).