

## GENERAL TERMS AND CONDITIONS FOR DELIVERY OF EQUIPMENT AND SERVICES

### 1. SCOPE OF APPLICATION

- 1.1. The following General Terms and Conditions of equipment delivery and services (hereinafter – **Terms and Conditions**) apply to all sales and deliveries of equipment (hereinafter – **Goods**), and services (hereinafter – **Services**) by Light Conversion, UAB and its affiliates (hereinafter – **LC**) to the Purchaser (hereinafter – **the Purchaser**). Hereinafter LC and the Purchaser together are referred to as the **Parties** and each of them separately – to as the **Party**.
- 1.2. Unless LC has expressly accepted additional or different terms in writing, LC rejects any terms or conditions of a Purchaser that are in addition to or in conflict with these Terms and Conditions and Purchase Documents. Any such additional or conflicting terms shall be considered as null and void.
- 1.3. These Terms and Conditions apply to all purchase orders, LC proposals and order confirmations, quotations, schedules (hereinafter – **Purchase Documents**) even if they are not explicitly referenced, unless Parties agree otherwise in writing.

### 2. LIMITED LIABILITY

- 2.1. LC's liability under the Terms and Conditions and Purchase Documents shall be limited to the value of the Goods (which is/are purchased) and only due to the LC's fault actions which needs to be proved by the Purchaser. LC shall never be liable for trading loss, consequential loss or any other indirect loss. LC shall in no case be liable for the Purchaser's losses resulting through no fault on LC side.
- 2.2. Except in case of wilful misconduct or gross negligence, LC shall never be liable for direct or indirect loss including loss of use, revenue, savings, profit, interest, goodwill or opportunity, costs of capital, costs of replacement or substitute use or performance, loss of data, any claims arising from Purchaser's third party contracts, or for any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages, or for any other loss or cost of a similar type and trading loss which results from the infringement of any intellectual or industrial property right, licence or any other right of third parties.
- 2.3. If LC is held liable by a third party for a loss for which LC is not liable under these General Terms and Conditions and Purchase Documents or otherwise, then the Purchaser shall indemnify the Company against any such loss, damage, interest and/or other cost whatsoever incurred by LC with regard thereto.

### 3. CANCELLATION OF ORDERS AND DELAYED PAYMENTS

- 3.1. If any of the Purchase Documents (orders of Goods or Services) are cancelled for a reason for which the Purchaser is responsible, the Purchaser shall pay the penalty in the amount of 25 % of the net value of such cancelled order as compensation, notwithstanding the possible assertion of claims for higher actual damages.
- 3.2. In case the Purchaser fails to pay for the Goods and Services according to the terms of payment which is specified in Purchase Documents, the Purchaser shall pay interest for late payment, at the statutory annual rate applicable in the Republic of Lithuania which is 8 % as indicated in the Law on the Prevention of Late Payment in Commercial Transactions of the Republic of Lithuania.

### 4. FORCE MAJEURE

- 4.1. A Party shall not be considered liable for default on the entire Terms and Conditions or Purchase Documents or a part thereof, in the case the Party proves that such default is the result of *force majeure* circumstances which where beyond the Parties' control, and could not be reasonably anticipated, avoided or eliminated by any means. Force majeure circumstances shall be the circumstances specified in Art. 6.212 of the Civil Code of the Republic of Lithuania.

4.2. A Party that in view of *force majeure* circumstances is not able to fulfil its obligations according to the Terms and Conditions and Purchase Documents shall as soon as possible, and in any case no later than within 10 (ten) working days notify the other Party in writing thereof, submitting supporting evidence. In that case the term for fulfilling the obligations shall be delayed until the end of the *force majeure* circumstances.

## **5. CONFIDENTIAL INFORMATION**

5.1. All the information provided by LC to the Purchaser for the purpose of performance under these Terms and Conditions and Purchase Documents (except for publicly available information) shall be considered as confidential information including the information specified in the Paragraph 6 (Intellectual Property rights).

5.2. The Purchaser shall keep the confidential information provided by LC in secret (shall not disclose such information or transfer it to any third party).

5.3. LC and the Purchaser shall not disclose such information or make any publications or press releases pertinent to the Terms and Conditions and Purchase Documents without prior consent given thereto by the other Party.

5.4. If the Purchaser fails to comply with these obligations regarding confidential information the Purchaser shall indemnify LC against any loss, damage, interest and/or other cost whatsoever incurred by LC with regard thereto.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. No Intellectual Property (such as valuable research, designs, plans, specification sheets, manuals, drawings, trademarks, service marks, trade names, topography rights, design rights and rights in databases, domain names, rights in know-how, trade secrets and all applications or pending applications in each case whether or not registerable in any country and all rights and forms of protection of a similar nature or having equivalent or similar effect in the world) rights are transferred to the Purchaser under these Terms and Conditions or Purchase Documents, unless the Parties explicitly agree otherwise in writing.

6.2. The computer software and all equipment necessary for the operation of the Goods is confidential information belonging to LC or third parties to whom LC is contractually bound. Such data shall not be copied, reproduced or disclosed to others, in whole or in part, without the prior written permission of LC. If the Purchaser fails to comply with these obligations regarding intellectual property rights of LC the Purchaser shall be obliged to indemnify against any loss, damage, interest and/or other cost whatsoever incurred by LC with regard thereto.

## **7. EXPORT / IMPORT COMPLIANCE**

LC is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Goods, including any export / import license requirements. Purchaser ensures that Goods shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which shall result in non-compliance with any export / import laws and regulations. If the Purchaser fails to comply with these obligations, the Purchaser shall be obliged to indemnify LC against any loss, damage, interest and/or other cost whatsoever incurred by LC with regard thereto.

## **8. APPLICABLE LAW, PLACE OF JURISDICTION**

8.1. These Terms and Conditions and Purchase Documents, their conclusion, performance, validity, termination and any relations of the Parties in regard to the Terms and Conditions and Purchase Documents shall be governed by the laws of the Republic of Lithuania.

8.2. All disputes and disagreements which may arise in relation to the Terms and Conditions and/or Purchase Documents shall be resolved by the Parties through mutual negotiations. Should the negotiations fail, the dispute shall be finally resolved by the competent court of the Republic of Lithuania (the venue of litigation shall be Vilnius).

## 9. PERSONAL DATA PROTECTION

- 9.1. LC may obtain personal data from the Purchaser and/or its employees, agents, such as their contact information and details of professional experience and activities. In this regard:
- 9.1.1. LC, in its capacity as data controller, shall comply with its obligations arising from applicable law, especially Regulation (EU) 2016/679 - General Data Protection Regulation ("GDPR");
  - 9.1.2. LC shall process personal data for the purposes of discharge its obligations under the Purchase Documents and/or these Terms and Conditions as well as any other agreements concluded with the Purchaser, planning, administering and managing the business activities of LC, fulfilment of the requirements of legal acts applicable to LC and maintenance of relationships with the Purchaser;
  - 9.1.3. LC shall process the personal data on the following legal grounds: (i) where such an obligation exists in the legal acts applicable to LC; (ii) due to the legitimate interest of LC to properly fulfill its obligations arising out of the Terms and Conditions.
  - 9.1.4. The personal data shall be retained by LC only as long as necessary for the purposes for which the personal data was collected and processed;
  - 9.1.5. LC may provide the personal data to the following recipients: LC's affiliates, subsidiaries and other companies directly related to LC, providers of data centre and cloud computing services, software providers and entities providing software support, any third party suppliers selected by LC for the delivery of Goods, as well as competent state authorities.
  - 9.1.6. Each individual whose personal data is processed by LC shall have the right to access, to object to processing of personal data, to demand deletion of personal data or restriction of its processing, to rectify his/her personal data in the event of inaccuracies, to submit a complaint to the competent supervisory authority. These rights can be exercised through contacting LC via email: [sales@lightcon.com](mailto:sales@lightcon.com).
  - 9.1.7. The Purchaser shall inform all natural persons, whose personal data it transfers to LC, before transferring their data, about the transfer of their personal data to LC for the purposes described in these Terms and Conditions, to provide them the information specified in these Terms and Conditions regarding data processing by LC and to inform that they can find more information on the processing of their personal data in LC's Privacy Notice (<http://lightcon.com/privacy-statement.html>).

## 10. MISCELLANEOUS

- 10.1. The usage of Goods and Services by the Purchaser and its end users enables LC via the software installed on Goods or via the software installed on the user's computer to collect certain technical information, such as: date and time of the use, location of the Goods, network information, actions performed and other similar technical information. This technical information is not intended for and does not allow LC to identify any particular individuals who may be using the Goods and Services, it only provides LC with technical information which allows the development and improvement of LC products and services.
- 10.2. During the provision of technical support services to the Purchaser, LC may need to gather certain technical information related to the use of Goods in order to accurately and in a timely manner determine the cause of any possible errors, bugs or malfunctions within the Goods and Services. Such information includes access to and copy of technical logs of the Goods, which may reveal date and time of use, actions performed and other similar information. The collection of this information is not intended for and does not allow LC to identify any particular individuals.
- 10.3. If any term of the Terms and Conditions and Purchase Documents are declared invalid, illegal or incapable of being enforced, all other terms of the Terms and Conditions and Purchase Documents shall, nevertheless, remain in force.

By ordering Goods or Services from LC, accepting the proposal of LC or executing the Purchase Document, the Purchaser confirms that has read and understood these Terms and Conditions, accepts them and is bound by them.