

## Terms for Third Party Hardware

### 1. Definitions

<b>Agreement</b>	The Order Form, this Terms for Third Party Hardware, any other terms or schedules attached hereto and any additional order(s) made in writing by the Customer and approved by Nexus in writing. The Order Form shall prevail in case of conflict with any other part of the Agreement.
<b>Customer</b>	The party with whom Nexus has entered into the Agreement.
<b>Documentation</b>	The documentation describing the Hardware, as made available by Nexus.
<b>Hardware</b>	The hardware purchased under this Agreement, specified in the Order Form and described in the Documentation.
<b>Order Form</b>	The order form to which these Terms for Third Party Hardware apply. In case the Customer has placed its order without signing an order form, e.g. by using Nexus' web shop, "Order Form" shall mean the confirmation of the order.

### 2. Sale or rent of Hardware

- 2.1. For Hardware other than ID-card printers rented under the subscription model, Nexus hereby sells to the Customer, and the Customer hereby purchases from Nexus, the Hardware on the terms of this Agreement.
- 2.2. To the extent that there is any software embedded in or provided with the Hardware, the software shall not be sold as part of the Hardware. The Customer agrees to use such software only in conjunction with the normal operation of the Hardware. If such software is provided by Nexus, Nexus grants to Customer a non-exclusive, non-transferable license to use the software for such purposes. The Customer shall have no right to print, copy, distribute, adapt, translate, de-compile, reverse engineer, disassemble or otherwise derive the source code of, or display such software. Depending on the software, Nexus' terms in "Software License Agreement and General Terms and Conditions" might apply.

Should the software be provided by a third party, the applicable third party license and other relevant terms shall apply. Nexus shall not be responsible for third party software and the Customer undertakes to only use such software in accordance with the applicable terms.

### 3. Delivery

- 3.1. The Hardware shall be delivered in accordance with Ex Works (EXW) INCOTERMS 2020, Nexus' warehouse. However, Nexus will as a separate service deliver the Hardware to an address specified by the Customer (at the cost of the Customer) if so requested by the Customer on the Order Form.
- 3.2. Title to the Hardware shall pass to the Customer upon completed delivery and full payment in accordance with this Agreement. This shall not be applicable to ID-card printers rented under the subscription model.
- 3.3. In case of any inconsistency between this Agreement and INCOTERMS 2020, this Agreement shall prevail.

### 4. Limited warranty

- 4.1. Nexus warrants for the time specified below for each Hardware category that the Hardware will conform to the Documentation and be free of defects in materials and malfunction in normal use for which the Hardware was intended. The warranty period starts the day of delivery of the products.

ID card printers - 12 months. For acquired ID card printers, if the Customer has entered into a Support and Maintenance agreement with Nexus within 30 days from the delivery of the Hardware and the Support and Maintenance agreement is valid for a total period of minimum 24 months, the warranty-period for the Printer is 24 months instead of 12.

Request-to-exit buttons – 12 months

Desktop readers – 12 months

RFID products – 3 months

Accessories – 3 months

Printer consumables – 3 months

- 4.2. To claim a warranty breach, the Customer shall notify Nexus as soon as reasonably possible after detection of the breach, with a written description of the problem and the serial number of the Hardware and shall, unless the parties agree otherwise, return the Hardware, at the Customer's expense, to an address specified by Nexus.
- 4.3. The warranty shall be void if it is determined that the Hardware has been (a) subject to abuse (b) used in an environment beyond Nexus' or the third party manufacturer specifications (c) if the defect or malfunction is due to incorrect installation or use by the Customer or (d) if the defect or malfunction has occurred due to consumables not purchased from Nexus.
- 4.4. Nexus will in the event of a breach of warranty notified as specified in Section 4.2 above, either (i) repair or replace the Hardware, as determined by Nexus, or (ii) if Nexus determines that neither repair nor replacement is economically viable, refund the purchase price with deduction for fair wear and tear. This shall be the Customer's full and final remedy in the event of a warranty breach.
- 4.5. Except to the extent set out above, the Hardware is provided without any warranties of any kind such as, but not limited to, that the Hardware will meet the Customer's requirements, be error-free or any implied warranties such as of merchantability or fitness for a particular purpose.

## **5. Force majeure**

If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, or acts of terrorism the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction. This shall also apply to damages incurred due to Swedish or foreign enactments, governmental actions, wars, strikes, blockades, boycotts, lock-outs or other similar circumstances, even if Nexus itself is involved in the strike, blockade, boycott or lock-out.

## **6. Entire agreement**

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof. Any prior oral or written communications, representations or agreements relating to the subject matter shall be replaced by the Agreement.

## **7. Notices**

All notices shall be deemed to have been received by the Customer on the earliest of the Customer's confirmation or three days after Nexus sent such notice to the e-mail address provided by the Customer.

## **8. Limitation of liability**

- 8.1. Each party's liability under this Agreement shall be limited to direct damages equal to the price paid for the Hardware unit causing the damage or loss. Neither party shall in any event be liable to the other party for any indirect or consequential damages, including but not limited to, loss of production, loss of data, loss of business, loss of investment, loss of revenue or loss of goodwill.
- 8.2. The limitations of liability set forth herein shall not apply for direct damages in the event of death or injury to persons caused by negligence, any liability arising from intent or gross negligence or willful misconduct.
- 8.3. The parties acknowledge that separate limitations of liability terms may apply for the Customer's purchase of software, support and maintenance and/or other services.

## **9. Data Protection**

Nexus regards data protection as a significant prerequisite for successfully conducting business, and we are committed to take any necessary measures to assess and safeguard the personal data we process. Therefore, we continuously review and update our practices in accordance with applicable data protection rules and regulations (including EU Regulation 2016/679, more commonly referred to as the GDPR). We have for instance implemented technical and organizational measures to ensure that such data protection related requirements are applied both by us as well as by our external service providers and other suppliers.

For more information about how Nexus processes personal data, please visit our webpage: [www.nexusgroup.com/privacy-policy](http://www.nexusgroup.com/privacy-policy).

## **10. Governing law and dispute resolution**

- 10.1. This Agreement shall be governed by and construed in accordance with substantive Swedish law.
- 10.2. The place of jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, are the public courts of Stockholm, Sweden, with the first

instance being the District Court of Stockholm, Sweden.

## **11. Export control**

- 11.1. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12 septies of Council Regulation (EU) No 833/2014.
- 11.2. The Customer shall undertake its best efforts to ensure that the purpose of section 11.1 is not frustrated by any third parties.
- 11.3. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties, that would frustrate the purpose of section 11.1.
- 11.4. Any violation of sections 11.1, 11.2 or 11.3 shall constitute a material breach of an essential element of this Agreement, and Nexus shall be entitled to seek appropriate remedies, including, but not limited to, the termination of this Agreement.
- 11.5. The Customer shall immediately inform Nexus about any problems in applying sections 11.1, 11.2 or 11.3, including any relevant activities by third parties that could frustrate the purpose of section 11.1. The Customer shall make available to Nexus information concerning compliance with the obligations under sections 11.1, 11.2 or 11.3 within two weeks of the simple request of such information.