

Hitachi Energy Austria AG, Branch in Slovenia

GENERAL TERMS AND CONDITIONS OF SALE

1. The Scope

1.1 These General Terms and Conditions of Sale (hereinafter GT&C) shall apply without any limitation for all sales conducted by Hitachi Energy Austria AG, Branch in Slovenia (hereinafter Hitachi Energy).

1.2 All terms set by Hitachi Energy's contractual partner (hereinafter the Purchaser), which deviate from these GT&C shall be binding only upon Hitachi Energy's written approval. These GT&C are published on www.hitachienergy.com. The Purchaser shall be informed in the offers or similar contractual documents about the applicability of these GT&C. By placing an order, it is considered that he is familiar with their content and agrees to it.

2. Offers

2.1 Hitachi Energy's offers are non-binding until the agreement is concluded.

2.2 All tender documents, cost estimates, drawings and other documents related to the offered delivery or service (hereinafter both named Supplies) remain the property of Hitachi Energy. They qualify as Information within the definition of Article 14 and are covered by its scope of applicability.

2.3 If an agreement is not signed, all documents will be promptly returned at the request of Hitachi Energy. Such obligation shall also apply if the documents have been lawfully made accessible to third parties.

3. Conclusion of agreement and Scope of performance

3.1 The agreement shall come into effect with the written order from the Purchaser if no deviations of terms and conditions compared to Hitachi Energy offer. In case of written order confirmation issued by Hitachi Energy the agreement shall come into effect with it.

3.2 The Supplies shall be described in the written order confirmation. In case such Supplies are designed and/ or manufactured especially for the Purchaser, the drawings attached to or referred to in, and the technical requirements as described in, the written order confirmation shall be binding unless specified differently by HE.

3.3 Dimensions, illustrations, designs, colors and other information on weights or other properties of the Supplies contained in Hitachi Energy's product information (including, but not limited to catalogue, booklets) are only considered approximate. Furthermore, changes that serve either the purpose of technical improvement or minor purposes are acceptable. Hitachi Energy product information will only form part of the agreement if reference is made to in the written order confirmation.

3.3 For the avoidance of doubt any amendment or other modification to the agreement must be confirmed in writing by Hitachi Energy before it becomes an effective part of it. The same applies to amendments and modifications to this Article.

4. Prices

4.1 Prices are quoted EXW Hitachi Energy Slovenia, INCOTERMS 2020 and are subject to the applicable statutory value-added tax (hereinafter VAT).

VAT is calculated on the basis of the legal amount applicable on the day of the respective Supplies and in case of advance payments: as of the day of such payment.

In cases where the Purchaser is not domiciled in Slovenia and the Supplies covered by the agreement are to be exported out of EU customs territory and the Purchaser is responsible for the transport according to the agreed terms and condition including but not limited to INCOTERMS 2020, then on a preliminary basis no VAT will be invoiced.

Hitachi Energy shall be entitled to invoice retrospectively VAT at the applicable rate, if Hitachi Energy does not receive a legally valid proof for VAT relief of export of the Supplies out of the EU customs territory according to either of the two mentioned conditions:

- In case the export declaration is lodged by Hitachi Energy in electronic form to EU Customs, electronic proof of export from customs office of exit will be received by Hitachi Energy within 60 days after handing-over of the Supplies at the named place, or
- If electronic proof of export is not received by Hitachi Energy within 60 days as well as in all other cases the Purchaser will obtain a legally valid document as proof of export for VAT relief (including but not limited to commercial transport evidence from forwarder) and will hand over the document to Hitachi Energy within 90 days after handing-over of the Supplies at the named place.

4.2 Prices are exclusive of packing costs, they shall be borne by the Purchaser, unless the contracting partners have agreed otherwise. Special packing shall remain Hitachi Energy's property, shall be returned by the Purchaser without undue delay and without cost to Hitachi Energy, who shall be entitled to rent for such packing calculated on the basis of cost price. In any other cases, the return of the packaging is subject to prior agreement.

4.3 Prices are further exclusive of loading costs, decomposing costs, removal costs and appropriate recycling costs, removal of the waste electrical and electronic device for commercial purposes. The Purchaser is liable for all costs, taxes, duties, import charges or other charges connected to the Supplies as long as not otherwise agreed to in writing.

4.4 Prices finally are exclusive of any costs resulting from the application for necessary licenses and permits. These costs shall be borne by the Purchaser, who shall be responsible for securing the approvals.

4.5 If Hitachi Energy has provided installation and commissioning services, and unless otherwise agreed in writing, the Purchaser shall bear, in addition to the agreed charges, all necessary additional costs, including but not limited to travel and transport costs and clearance charges.

4.6 If Hitachi Energy's expenses increase after conclusion of the agreement for reasons beyond Hitachi Energy's control, Hitachi Energy shall be entitled to determine and invoice the costs for such expenses on the basis of the original price calculation with reasonable allowances for general business costs, risk and profit. For the avoidance of doubt this also applies if Hitachi Energy has agreed to bear the costs at fixed rates and charges increase due to changes in law.

4.7 The pricing is based on the calculation of the costs at the time of the first indication of the price. In the case that the expenses increase until the time of delivery of goods the Vendor has the right to adjust the prices according to the expenses/ Alternative: If, during the period between the conclusion of the agreement and the performance of the Supplies, Hitachi Energy increases its prices in general because of higher general business costs, including but not limited to labor costs and/ or raw material prices, Hitachi Energy shall be entitled to increase the agreed prices to the same extent.

4.8 Hitachi Energy reserves the right to charge partial payments based on the costs incurred for Supplies for which no estimated final amount can be determined at the time of the order.

4.9 All prices are in EURO unless specified differently.

5. Delivery and Delayed Supplies

5.1 The delivery time shall commence when the latest of the following conditions occurs:

- a) the date of Supplies confirmed by Hitachi Energy,
- b) the on-time receipt of all documents to be provided by the Purchaser, including but not limited to necessary approvals, licenses, permits, releases of drawings and the compliance with other obligations including but not limited to agreed down-payments.

5.2 If the Purchaser fails to comply with its obligations specified in Article 5.1b) without Hitachi Energy being responsible for the delay, the delivery time shall commence at a corresponding later date upon fulfillment of the contractual obligations by the Purchaser.

5.3 The delivery does not include unloading and consequent handling or management of the Supplies, for which the Purchaser is responsible.

5.4 Partial and/or previous Supplies are permitted, to the extent that they are reasonable for the Purchaser. Hitachi Energy is allowed to charge such Supplies in a timely manner.

5.5 If Hitachi Energy fails to meet the delivery time due to reasons beyond Hitachi Energy's control, such delivery time shall be extended reasonably. Such reasons may include without limitation to it:

- Acts of God including but not limited to mobilization, war, armed conflicts, acts of terrorism, riots, strikes, lockouts, other disputes among workforce, pandemics and epidemics irrespective of whether Hitachi Energy and / or its suppliers are involved.
- Any virus or other third-party attack on Hitachi Energy's IT system,
- Constraints due to Slovenian, U.S.- and other national, EU- or international regulations of foreign trade law or due to other circumstances including but not limited to official authority interventions and prohibitions, customs delay,
- Failure of Hitachi Energy to deliver in a timely or proper manner, including but not limited to traffic delay, damages caused during transport, lack of energy or raw material delay in deliveries from suppliers that are difficult to replace.

Hitachi Energy will inform the Purchaser without undue delay of the non-availability of Supplies in writing

5.6 If Hitachi Energy is in delay of delivering the Supplies due to any reasons under its control, Purchaser may - to the extent that he can demonstrate that he has suffered damage as a result thereof - claim compensation for each full week of delay of 0.5% each, but in no case more than a total of 5% of the price of the part of the Supplies which could not be used for the intended purpose because of the delay.

5.7 Save as for the Purchaser's claim for compensation as per Article 5.6 any other claims of Purchaser due to Hitachi Energy's delay, such as but not limited to compensation for damages, are excluded, provided however that the Purchaser may cancel the agreement by written notice upon expiry of a reasonable grace period set by the Purchaser once the compensation as per Article 5.6 has reached the maximum amount of 5 %.

5.8 If the Supplies are delayed at the Purchaser's request for more than one month after the Purchaser has been notified that the Supplies are ready for shipment or acceptance, the Purchaser will be charged storage costs of 0.5 % of the price of the Supplies for each additional month or part thereof, but not exceeding a total of 5 %. The contracting parties are entitled to prove higher or lower storage costs.

5.9 The limitations and exclusions of liability set forth in this Article shall not apply in the case of Hitachi Energy's gross negligence or willful misconduct.

6. Transfer of Risk and Place of Performance

6.1 The risk of damage or loss of the products passes to the Purchaser at the time when they are made available for transport (EXW Hitachi Energy AG, Branch in Slovenia Incoterms 2020).

6.2 For all services, the place of performance shall be the place of the execution of the service; the risks related to such services shall pass to the Purchaser as of the time of said execution.

6.3 If the delivery of the products, the start or performance of installation or assembly, the taking over in the Purchaser's premises or the test run is delayed for reasons not attributable to Hitachi Energy or if the Purchaser is in default of acceptance for other reasons, the risk shall pass to the Purchaser at the time of the notice of delivery of the readiness for shipment or inspection.

7. Installation and assembly

Unless otherwise agreed in writing, the following provisions shall apply to installation and assembly.

7.1 The Purchaser shall take over at its own expense and provide in due time:

- all earthworks, construction work and other related ancillary work, including but not limited to the necessary skilled and unskilled labor, building materials and tools;
- the items and materials required for assembly and installation, including but not limited to scaffolding, lifting equipment and other devices, fuels and lubricants
- energy and water at the point of use including but not limited to connections, heating and lighting
- at the installation site, sufficiently large, suitable, dry and lockable rooms for the storage of including but not limited to machine parts, apparatus, materials, tools and adequate working and break rooms for the site crew, including sanitary facilities appropriate considering the circumstances; In addition, Purchaser shall take all measures to protect the property and assets of Hitachi Energy and the site crew that Purchaser would take to protect its own property and assets.
- protective clothing and protective devices required as a result of special circumstances at the installation site.

7.2 Prior to the execution of the work, the Purchaser shall provide, automatically and without request, all necessary information on the location of concealed electricity, gas and water pipelines or similar installations, as well as all required structural data.

7.3 Prior to the start of assembly or installation, the materials and objects required for the start of work must be available at the site of assembly / installation, and all preparatory work must have progressed to such an extent that assembly and/ or installation can be started as agreed and carried out without interruption. Transport routes and the installation/ assembly site must be leveled and cleared.

7.4 If the installation and assembly work or the initial operation is delayed due to circumstances beyond Hitachi Energy's control, the Purchaser shall bear to a reasonable extent the additional costs incurred by Hitachi Energy, including but not limited to additional necessary travel by Hitachi Energy or the assembly crew and Hitachi Energy shall be entitled to a reasonable extension of time.

7.5 The Purchaser shall promptly certify to Hitachi Energy on a weekly basis the duration of the working hours of the installation crew and the completion of installation, assembly or initial operation.

7.6 If Hitachi Energy demands acceptance of the Supplies after its completion, the Purchaser shall carry this out within two weeks. Acceptance shall be deemed to have taken place if the Purchaser fails to comply with the two-week period or if the delivery is put into use.

8. Terms of Payment, Set-off and Retention of Title

8.1 All payments shall be made net cash in EUR without any discount at Hitachi Energy's paying office and as follows:

- 1/3 of the value of the total price when the Purchaser receives Hitachi Energy's written order confirmation,
- 1/3 of the value of the total price upon expiration of half of the delivery time envisaged,
- 1/3 of the value of the total price
- and the rest of the payment upon notification of readiness for acceptance/shipment or readiness for picking up (hereinafter: Readiness for Completion).

8.2 Hitachi Energy will invoice the Supplies in line with these requirements. All payments shall be deemed to have been affected on the day on which Hitachi Energy can freely dispose of the amount to be paid.

8.3 All payments are due within 30 calendar days from the date of issuing of the invoice. The same shall apply to the payment of invoices for individual additional Supplies not agreed in the main contract, irrespective of the payment terms specified for the main delivery.

8.4 Money orders, cheques etc. are acceptable only if the Purchaser pays all costs related to such payments, including but not limited to interest, fees, charges.

8.5 The Purchaser is not entitled to withhold or reduce the payment or is not entitled to a compensation or a set-off based on any guarantee or any claims against Hitachi Energy.

8.6 Should the due dates for payment be exceeded, the legal consequences of delay shall become effective without any notice being necessary. In the event of any delayed payment Hitachi Energy without affecting any other rights under the agreement or mandatory law is entitled to:

- a) suspend the performance of its duties until payment or until any other obligations are fulfilled, and is further entitled to extend the term of delivery, and / or
- b) demand immediate payment of any outstanding debt under this or any other agreement and charge interest on the unpaid debt at the rate of 12% per year, from the due date of payment until it is completely discharged, and/ or
- c) demand the return of the delivered products and compensation of the damages for non-performance of the agreement including but not limited to lawyer's fees and other legal costs.

8.7 All discounts and rebates are subject to full and timely payment, however, provided that the discount or reward has been pre-approved in writing by Hitachi Energy.

8.8 Products of the Supplies (hereinafter: Retained Goods) shall remain the property of Hitachi Energy until full payment has been received. The handing over of the Retained Goods shall merely grant a right of possession. The title shall not be transferred until the purchase price has been fully paid or all Purchaser's obligations have been fulfilled and a written declaration has been provided by Hitachi Energy.

8.9 The Purchaser undertakes to perform all acts required by law to enable Hitachi Energy to effectively obtain a reservation of title based on national law, for example to submit notarial declarations/ statements.

9. Software

9.1 To standard software and firmware, the Purchaser shall have the non-exclusive right to use such software with the agreed performance features in unmodified format on the agreed devices. The Purchaser may create a backup copy of the standard software without the need of an express agreement.

9.2 To the extent that software is provided to the Purchaser for which Hitachi Energy has only derived rights to use (third party software) or so-called open-source software, the conditions of use of the third party software shall apply with priority, respectively. Hitachi Energy shall point out in the agreement documents to third party software and/ or open-source software and pertaining conditions of use and Hitachi Energy shall make the conditions of use available if so requested. Purchaser shall indemnify and hold Hitachi Energy harmless from and against any claims, cost and expenses which Hitachi Energy might incur arising from the use of the open-source software or of the other third-party software.

10. Material Defects, Liability for Material Defects and Assistance by Purchaser

10.1 The Supplies are free from any defects as to quality (hereinafter: Defects) if, at the time of transfer of risk (see Article 6), they comply with the specifications in the written order confirmation or other subjective and objective requirements stipulated in the written order confirmation or the written agreement.

10.2 The Purchaser shall inspect the deliveries immediately after transfer for externally visible Defects and/or deviations in quantity and shall notify Hitachi Energy in writing without undue delay of any such Defects or deviations discovered. The Purchaser shall notify Hitachi Energy of any further Defects in writing immediately after such Defect has become detectable. The Purchaser shall immediately substantiate the Defect in writing, and all available documents and data shall be handed over to Hitachi Energy without undue delay.

Additionally the Purchaser shall endorse on the delivery receipt of the freight forwarder any externally visible damages resulting from transport, provided that such damages, which are not externally visible, shall be notified to the forwarder (on behalf of Hitachi Energy as purchaser of the forwarder's services) within 2 calendar days upon delivery or upon the date when the damages become visible.

10.3 The Purchaser may not refuse acceptance of deliveries due to minor Defects.

10.4 Hitachi Energy is obliged to remedy any Defects existing at the time of transfer of risk.

For the avoidance of doubt this does not apply if Defects represent only an insignificant deviation from the agreed quality, in the event of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, defective construction work, unsuitable building ground or as a result of special external influences which are not assumed under the agreement as well as in the event of non-reproducible software errors.

Likewise, if the Purchaser or third parties carry out improper modifications, installation/removal, maintenance or repair work without the prior written consent of Hitachi Energy, no claims for Defects shall exist for these works and the consequences resulting thereof. Any liability for Defects shall expire immediately as a result of such practice.

10.5 The period for liability of defects is 12 months starting at the time of transfer of risk in accordance with Article 6, unless there are some specifically defined periods for certain products.

Upon receipt of a written notice described in Article 10.2, Hitachi Energy shall have the following options for remedy the Defect at its own discretion:

- replacement of the rejected goods or any part thereof,
- repair by the Purchaser,
- return of the goods to Hitachi Energy for repair,
- grant of a reasonable and justifiable discount on payment.

Any further claims based on a Defect are expressly excluded.

Purchaser's failure to comply with its obligations to give accurate and timely notice in accordance with Article 10.2 may result in Purchaser's loss of all possible claims for defects.

10.6 All costs incurred for the repair of Defects (including but not limited to assembly, disassembly, reloading, waste disposal costs, travel expenses, etc.) shall be borne by the Purchaser. The Purchaser shall provide auxiliary personnel, elevators, scaffolding and other necessary equipment for the repair work to be performed on its own premises. The replaced parts shall be the property of Hitachi Energy.

10.7 Hitachi Energy will not give nor assume any special guarantee in view of the properties and / or durability of its Supplies.
10.8 Hitachi Energy shall not be liable for any defect of the Supplies which he procures in unchanged form from sub-suppliers.
10.9 The Purchaser's statutory rights of recovery against Hitachi Energy shall exist only to the extent that the Purchaser has not entered into any agreements with its customer exceeding the scope of the statutory claims for defects.
10.10 Without prejudice to Purchaser's further obligations, in case of measures necessary to prevent any non-contractual liability (including but not limited to recall actions) the Purchaser shall provide Hitachi Energy on its written request with information where the products are located, in particular of the addresses of its customers.
10.11 The provisions of Article 10 shall apply mutatis mutandis to such cases arising from liability for repairs provided for by mandatory law.

11. Cancellation of the Agreement

11.1 Without prejudice to other rights the Purchaser may cancel the agreement without observing any notice period if Hitachi Energy has caused a delay by gross negligence or willful misconduct and has not remedied the situation despite two written warnings and expiration of a reasonable grace period.
11.2 Without prejudice to any other rights, Hitachi Energy shall be entitled to cancel the contract immediately without further period of notice in the following cases:
a) if the delivery, the start or the execution of the Supplies stipulated in the agreement becomes more difficult or impossible for reasons within the Purchaser's control (including but not limited to failure of Article 5.1b) and which the Purchaser has not remedied despite repeated written warnings setting a grace period, or,
b) if Hitachi Energy has doubts about the Purchaser's solvency and, notwithstanding the provisions of the agreement, demands advance payment or reasonable security for payment prior to delivery and the Purchaser fails to comply with this demand.
For the aforementioned reasons, cancellation of the agreement is also possible with regard to specially designed parts of products or services.
11.3 Should bankruptcy proceedings be instituted against the assets of either party to the contract, the other party shall be entitled to cancel the contract without giving any further period of notice. Should bankruptcy proceedings be instituted against the assets of either contractual party, the other party shall be entitled to cancel the contract without giving any further period of notice.
11.4 Both contracting parties shall be entitled to cancel the contract with a notice period of 4 weeks if the execution periods are extended by more than half of the previously agreed period or by at least 6 months for the reasons stated in Article 5.5.
11.5 Any cancellation notice shall be in writing and shall be sent by registered mail.
11.6 In the event of cancellation of the agreement by Hitachi Energy, Purchaser shall be obligated to pay all liabilities pending up to said time in accordance with the terms of the agreement. In addition, Purchaser shall pay for any Supplies not yet delivered or performed and for all preliminary work performed by Hitachi Energy and for all costs incurred by Hitachi Energy in meeting its obligations.
11.7 Purchaser shall have no claim against Hitachi Energy under any pre-contract, subrogation, mistake of intention, or affirmative defense based on the preferences upon which the agreement was entered into.
11.8 Cancellation of the contract shall not have any effects other than those specified in this Article.

12. Overall Liabilities of Hitachi Energy

12.1 Unless otherwise provided for in the agreement or required on mandatory law, claims for damages by the Purchaser shall be excluded, irrespective of the legal grounds, in particular for breach of obligations arising from the contractual relationship and from tort. For the avoidance of doubt all limitations and exclusions of liability set forth in this Article or any where else in these GT&C shall not apply in the case of Hitachi Energy's gross negligence or willful misconduct as such are part of the aforesaid mandatory legal provisions.
12.2 Hitachi Energy's total liability is limited to 100 percent of the agreement price or 10 MUSD whichever is lower.
12.3 Hitachi Energy is not liable for any indirect and consequential losses nor for any loss of revenue, loss of profit, loss of use, loss of production, loss of contracts, loss of data, interests on loan, claim from Purchaser's business partners, punitive damages or any financial losses.
12.4 Hitachi Energy shall not be liable for any damage caused by failure of the Purchaser to comply with the installation instructions, regulations and procedural descriptions (as stated in the instructions for use) or by failure to comply with the licensing conditions.
12.5 If the contracting parties agree on contractual liquidated damages under the relevant title, this shall exclude all claims under the same title that exceed the contractual liquidated damages.

13. Intellectual property rights, Copyrights, Defects of Title

13.1 Unless otherwise agreed, Hitachi Energy is obligated to perform the delivery solely at the country of the destination of performance without infringing any intellectual property rights and copyrights of third parties (hereinafter: Intellectual Property Rights). If a third party raises legitimate claims against Purchaser for infringement of Intellectual Property Rights by Supplies provided by Hitachi Energy and used in accordance with the agreement, Hitachi Energy shall be liable to Purchaser within the period specified in Article 10.5 as follows:
- Hitachi Energy shall, at its option and expense, either obtain a right to use the affected Supplies, modify them so as not to infringe the Intellectual Proprietary Right, or replace them. If Hitachi Energy is unable to do so on reasonable terms, the Purchaser shall be legally entitled to the mandatory rights.
- Hitachi Energy is obligated to compensate for damages as set forth in Article 12.
- Hitachi Energy's aforementioned obligations shall be valid only to the extent that Purchaser promptly notifies Hitachi Energy in writing of the claims asserted by third parties, does not concede infringement, and leaves all defensive measures and settlement negotiations to Hitachi Energy's discretion. If Purchaser suspends the use of the Supplies in order to mitigate damages or for other substantial reasons, it shall be obliged to notify the third party that such suspension of use does not constitute an acceptance of any infringement of the Intellectual Property Rights.
13.2 The Purchaser is excluded from any claims insofar as he is responsible for the infringement of the Intellectual Proprietary Rights.
13.3 The Purchaser shall furthermore have no claims if the infringement of the Intellectual Property Rights is caused by special specifications of the Purchaser, by an application not foreseeable by Hitachi Energy or by the fact that the Supplies are modified by the Purchaser or are used together with products not supplied by Hitachi Energy.
13.4 In case of other defects of title, the provisions of Article 10 shall apply accordingly.
13.5 If Hitachi Energy manufactures items that comply with the data, instructions, drafts, designs, models or other specifications provided by the Purchaser, and if a claim for damages or a lawsuit concern Intellectual Property Rights is initiated against Hitachi Energy, the Purchaser shall compensate Hitachi Energy for all related damages and costs, as well as insure Hitachi Energy at Purchaser own expense against further costs, damages and/or lawsuits, and shall support Hitachi Energy in these proceedings.
13.6 All Intellectual Property Rights arising from any documents pertaining to the design or draft, including but not limited to plans, drafts and other technical specifications and samples, shall remain the property of Hitachi Energy and shall be permanently safeguarded.

14. Confidentiality / Non-Disclosure

14.1 Within this Article:
- "Affiliated Company" shall mean any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by or is under common ownership with, by virtue of a controlling interest of more than 50 % of the voting rights or the capital, a Partner.
- "Authorized Third Parties" shall mean any of recipient's Affiliated Companies and their or recipient's directors, officers and employees, always to the extent each of them (i) has a need to know the information in view of the purpose and (ii) (prior to making available the information to each of them) is verifiably subject to the obligations and restrictions of this Confidentiality Declaration. Hence, the term "Third Parties" shall not include Authorized Third Parties.
- "Disclosing Partner" shall mean Hitachi Energy and/ or its Affiliated Companies disclosing information to the Purchaser or its Affiliated Companies.
- "Information" shall mean any knowledge of Hitachi Energy and/or its Affiliated Companies including but not limited to outlines, drafts, drawings, prototypes, targets, ideas, know-how, strategies, not published intellectual property rights which is disclosed or made available in connection with the purpose of the agreement to the Purchaser or to any Affiliated Company of the Purchaser in oral, written, embedded or any other form.
14.2 Purchaser undertakes to
- Keep strictly confidential any information received from Disclosing partner and to use it only for the purpose of the agreement;
- Procure that its Authorized Third Parties shall act as stated above; and
- Take all necessary measures especially technical and organizational measures to prevent any Information from being made available (directly or indirectly) to a third party or being used beyond the purpose of the agreement. Information made available in encrypted form or marked as "confidential" or "strictly confidential" must be stored or (if permitted) passed on in encrypted form; labels of categories of secrecy (e.g. "confidential") may not be removed; information may only be stored by the Purchaser himself (and e.g. not in a cloud).
14.3 Purchaser shall not derive non-public Information, including but not limited to trade secrets, by observation, investigation, dismantling or testing, for example in the context of reverse engineering (together: "Reverse Engineering") of products or items which are not publicly available and handed over or made available to the Purchaser, and shall therefore not carry out such Reverse Engineering.
14.4 The Purchaser shall provide without undue delay a list of persons, including Authorized Third Parties, to which it has directly or indirectly disclosed any Information.
14.5 The Purchaser shall be responsible that all persons, to whom it has disclosed information directly or indirectly (including Authorized Third Parties) as well as all persons, who have received Information by the Disclosing partner on behalf of the Purchaser (e.g. Affiliated Companies of him, Authorized Third Parties and other Third Parties), are in compliance with the provisions of this Confidentiality regulations and Purchaser agrees to indemnify Disclosing partner for all damages, costs and related expenses reasonably incurred in connection with such breach.
14.6 The Purchaser shall be released from the obligations of strict confidentiality and from the restrictions of use as far as Information
- is in the public domain at the time of receipt by the Purchaser or comes into public domain afterwards, without Purchaser's and any party to whom it has made available directly or indirectly the Information (including Authorized Third Parties) having been in non-compliance with the confidentiality obligation under this Confidentiality regulations;
- was known to the Purchaser prior to its disclosure by Disclosing party;
- is made available to the Purchaser by a third party without imposing any confidentiality obligation and without breach by any confidentiality obligations by such third party.
The burden of proof rests with the Purchaser, should he invoke one of the above exceptional cases.
14.7 The Purchaser acknowledges the proprietary and confidential nature of Information and agrees that all rights to and concerning the Information remain vested in the disclosing partner, in particular with regard to Intellectual Proprietary Rights.

14.8 Disclosing partner shall not be liable for any damages whatsoever in connection with the Information. In particular, he shall not be liable in view of any defect in the Information, for any lack of completeness or usefulness of the Information nor for any infringement of third Party Intellectual Proprietary Rights by the Information. Any such exclusion shall only apply to the extent that nothing to the contrary is provided for in these General Terms of Sales.

14.9 At the demand of disclosing partner, the Purchaser shall, without undue delay, return or, at its option, delete or erase (or have returned, deleted or erased) any Information in his possession or any of its Affiliated Companies or of any authorized third party or other third party, including any copies and any editing thereof; this shall however not apply to - one copy, which mandatorily has to be kept for purposes of evidence or for compliance with statutory record retention obligations and periods; or - a record, which is made by an automated data storage system.

Upon written request, the Purchaser shall confirm in writing to the Disclosing partner as to the complete return and deletion/erasure of the Information. In any case, the obligations of confidentiality and restriction of use set forth in these Confidentiality regulations shall continue to apply.

14.10 Any use of any received information beyond the purpose of the agreement is only permissible with the express prior written consent of Hitachi Energy.

15. Data Protection

15.1 The contracting parties undertake to carry out any processing of personal data of the other partner including but not limited to employees and suppliers exclusively in accordance with the applicable data protection regulations, in particular Regulation (EU) 2016/679 (the General Data protection regulation, "GDPR") and the Slovenian Data Protection Act ("Zakon o varstvu osebnih podatkov (ZVOP-2)", as amended).

15.2 Within the scope of their business relationship, the contracting parties process personal data of the respective other one for the purpose of agreement- related communication, pre contractual measures as well as the performance of the agreement on the basis of Art. 6 (1) (b) GDPR ("performance of a contract"). In order to fulfil its information obligations pursuant to Art. 13, 14 GDPR Hitachi Energy refers its Data Protection Notice for Business Partners, which can be viewed via website or directly under this link: <https://www.hitachienergy.com/privacy-notice>. If however, Purchaser wants to access its personal data or if he has any questions or concerns, he might contact the Group Data Protection Officer at privacy@hitachienergy.com.

16. Conditional Performance

16.1 The execution of the agreement is subject to the condition that no obstacles due to Slovenian, US-American and other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions conflict with it.

16.2 In order to comply with the aforementioned regulations the contracting parties will support each other and provide all necessary documentation and information including but not limited to the registration of the products to be exported in export control lists or to the final destination and end use of the products. Neither party is obliged to perform its obligation under the agreement in violation of any statutory or internal export control regulations.

16.3 Hitachi Energy has the right to cancel or reject the agreement at any time, without incurring any liability for either party, if

the Purchaser, despite request, does not provide within a reasonable amount of time sufficient information about the customs classification of the product, the export control classification of the product, the origin and content of the product, the involved business partners, the end-user(s), the final destination and the end-use of the products;

- Hitachi Energy reasonably suspects, or is aware of, any change to the customs classification of the product, the export control classification of the product, the origin and content of the product, the involved business partners, the end-user(s), the final destination and the end-use of the products which would prevent Hitachi Energy from performing the agreement due to any applicable sanctions, export controls or intra-group regulations;

- Hitachi Energy reasonably suspects, or is aware of, any change to any applicable sanctions and export control regulations that would prevent Hitachi Energy from performing the agreement due to any applicable sanctions, export controls or intra-group regulations;

- Hitachi Energy reasonably suspects, or is aware of, any illegal or unlicensed export or an infringement of any applicable sanctions or export controls.

16.4 No material or equipment included in or used for the Goods and/or Services must originate from any company or country listed in any relevant embargo issued by the authority in the country where the Goods and/or Services will be used, or by an authority otherwise having influence over the equipment and material forming part of the Goods and/or Services. If any of the Goods and/or Services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform Customer (and any relevant Customer Affiliate) in writing of the particulars of such restrictions.

17. Specific provisions on Use and Disposal

17.1 Any resale or delivery of Supplies to Nuclear Power Plants shall require Hitachi Energy's prior written approval. "Nuclear Power Plants" include all kinds of nuclear facilities, including but not limited to nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, uranium conversion plants, spent nuclear fuel storages, research reactors.

17.2 Hitachi Energy is not obliged to take back any used industrial batteries. Purchaser shall provide for appropriate waste disposal of all used batteries in compliance with all applicable statutory provisions.

17.3 Deviating from Art. 13 of the WEEE Directive of EU – 2012/19/EU ("Financing in respect of WEEE from users other than private households"), the Purchaser or its customer are responsible for collection, treatment, recovery and environmentally sound disposal (together: "Disposal") of waste equipment of users other than private households ("B2C products") and the resulting obligations and costs. Hitachi Energy shall not be obliged to set-up facilities for the return of B2B products. Purchaser shall impose such obligations and restrictions on its customers and shall require them to impose such obligations and restrictions on customers of such products. Purchaser shall indemnify Hitachi Energy from and against any such obligations and costs.

18. Miscellaneous

Should any provision of these General Terms and Conditions or the agreement be legally ineffective, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the ineffective provision through an effective one, which best complies with the purpose.

19. Place of jurisdiction and choice of law

19.1 The court in Ljubljana shall have local jurisdiction over all disputes arising directly or indirectly from the agreement. However, Hitachi Energy shall have the right to bring an action in any other competent court in accordance with the applicable legislation of the country in which Purchaser has its registered office.

19.2 This agreement including its execution shall be governed by Slovenian law to the exclusion of its private international law to the extent it refers to the jurisdiction of another legal system and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).