

ALIARO General Terms and Conditions 2026

For hardware-based test systems, products, software licences and associated services

Version 2.0 | Prepared for ALIARO review | 24 April 2026

Contract scope and drafting note

These Terms are written for business-to-business deliveries by Aliaro AB of professional test and measurement systems, hardware components, software, firmware, licences, documentation, installation, integration, maintenance and related engineering services in Sweden and internationally. They are intended to replace and modernise the 2025 terms after internal approval. Mandatory Swedish, EU or other applicable mandatory law always prevails.

Contents

Contents

1.	Application and contractual hierarchy.....	3
2.	Definitions.....	3
3.	Formation of contract and scope of supply.....	4
4.	Specifications, change control and customer dependencies.....	4
5.	Documentation.....	5
6.	Customer responsibilities and site conditions.....	5
7.	Delivery, Incoterms, risk and title.....	5
8.	Installation, commissioning and acceptance.....	6
9.	Delay.....	6
10.	Prices, taxes and payment.....	6
11.	Late payment, suspension and collection costs.....	7
12.	Retention of title and security.....	7
13.	Software license terms.....	7
14.	Third-party software and open source.....	8
15.	Support, maintenance and spare parts.....	8
16.	Warranty and remedies for defects.....	8
17.	Product safety, regulatory compliance and recalls.....	9
18.	Cybersecurity, vulnerability handling and security updates.....	9
19.	Data, telemetry and connected-product data.....	10
20.	Personal data and privacy.....	10
21.	Confidentiality and trade secrets.....	10
22.	Intellectual property rights.....	11
23.	Third-party intellectual property claims.....	11

24.	Customer materials and test data	11
25.	Export control, sanctions and import compliance.....	12
26.	Business ethics and anti-corruption	12
27.	Limitation of liability.....	12
28.	Product liability and third-party claims.....	13
29.	Insurance	13
30.	Force majeure	13
31.	Term and termination	13
32.	Assignment and subcontracting	13
33.	Notices, electronic signatures and communications	14
34.	Severability, waiver and amendments	14
35.	Governing law	14
36.	Dispute resolution	14
37.	Language and contact details	14

1. Application and contractual hierarchy

- 1.1. These General Terms and Conditions ("Terms") apply to all quotations, order confirmations, purchase orders accepted by ALIARO, statements of work, licence orders, deliveries and services supplied by Aliaro AB, Swedish company registration number 556995-5908, or by another ALIARO group company expressly identified as the contracting supplier ("ALIARO").
- 1.2. These Terms are intended for business customers only. If ALIARO expressly sells to a consumer, any mandatory consumer protection rules shall prevail and the provisions of these Terms shall apply only to the extent permitted by law.
- 1.3. The Terms cover Products, Test Systems, Software, Firmware, Documentation, installation, integration, training, engineering services, maintenance, support and any other deliverables described in the Agreement.
- 1.4. In the event of inconsistency, the following order of precedence applies unless the parties expressly state another order in a signed document:
 - a) the signed master agreement or order confirmation;
 - b) the statement of work, quotation, technical specification, acceptance criteria and project plan;
 - c) any data processing agreement, information-security addendum, export-control addendum or specific Software license terms;
 - d) these Terms;
 - e) ALIARO standard Documentation for the relevant Product or Software; and
 - f) the Customer's purchase order or procurement document, but only for administrative details such as invoice reference, delivery address and project code.
- 1.5. Any general terms of purchase, supplier codes, portal terms or similar terms issued by the Customer are rejected and shall not apply unless ALIARO expressly accepts them in a document signed by an authorised representative of ALIARO. Delivery, access to a procurement portal, or reference to a purchase order is not acceptance of such terms.
- 1.6. Mandatory provisions of Swedish law, directly applicable EU law, export-control rules, sanctions rules, product-safety law, product-liability law, data-protection law and any other mandatory law applicable to the relevant transaction prevail over conflicting contractual provisions.

2. Definitions

Term	Meaning
Acceptance	the point at which the Deliverables are accepted or deemed accepted under section 8.
Acceptance Criteria	the written objective tests, performance requirements or other criteria expressly agreed by the parties for Acceptance.
Agreement	the contract between ALIARO and the Customer, including the documents listed in section 1.4.
Agreed Specification	the written technical specification, functional description, drawings, bill of materials, interfaces, licence metrics, Documentation and Acceptance Criteria expressly incorporated into the Agreement.
Business Day	a day other than a Saturday, Sunday or public holiday in Sweden.
Customer	the legal entity purchasing or licensing Deliverables from ALIARO.
Customer Data	data, files, signals, models, test scripts, measurement data, personal data, proprietary information, materials and content supplied by or on behalf of the Customer.
Deliverables	Products, Test Systems, Software, Firmware, Documentation and Services supplied by ALIARO under the Agreement.

Term	Meaning
Documentation	user manuals, installation instructions, specifications, safety instructions, release notes and other documentation supplied by ALIARO.
Firmware	software embedded in or supplied for operation of hardware Products or Test Systems.
Incoterms	the ICC Incoterms 2020 rules, unless a later edition is expressly stated in the Agreement.
Open Source Software	software subject to open-source, free-software or similar licence terms.
Products	hardware, instruments, components, spare parts, devices, equipment and other tangible items supplied by ALIARO.
Services	engineering, design, integration, installation, commissioning, training, consulting, maintenance, support and similar services.
Software	object-code software, applications, drivers, tools, libraries, scripts and updates supplied by ALIARO, excluding Open Source Software except as expressly stated.
Test System	a hardware-based test, measurement, HIL, SIL, simulation, validation or automation system supplied by ALIARO, including associated Software, Firmware, interfaces and Documentation.
Third-Party Software	software, firmware, libraries, drivers or tools owned by a third party and supplied with or for use with the Deliverables.
VAT	value added tax, goods and services tax, sales tax, withholding tax, customs duty and similar taxes or charges, as applicable.

3. Formation of contract and scope of supply

- 3.1. Quotations by ALIARO are valid for the period stated in the quotation. If no period is stated, a quotation is valid for thirty (30) days from its date. A quotation is not binding as a contract until ALIARO has issued a written order confirmation or both parties have signed an Agreement.
- 3.2. The Customer is responsible for verifying that the Deliverables described in the quotation and Agreed Specification meet the Customer's intended use, regulatory needs, site conditions, interfaces, test objects and internal requirements.
- 3.3. ALIARO may supply commercially equivalent or improved components where this does not materially reduce the agreed functionality, safety, performance or interoperability of the Deliverables.
- 3.4. Any samples, demonstrations, prototypes, pilots, proof-of-concept systems or evaluation Software are supplied for evaluation only and are not production-ready unless ALIARO expressly agrees otherwise in writing.
- 3.5. ALIARO may use subcontractors and suppliers for parts of the supply. ALIARO remains responsible to the Customer for performance of the subcontracted work in accordance with the Agreement.

4. Specifications, change control and customer dependencies

- 4.1. The Agreed Specification consists only of requirements expressly incorporated into the Agreement. Marketing material, oral statements, website content, catalogues, general descriptions or statements made during sales discussions form part of the Agreed Specification only if expressly incorporated in writing.
- 4.2. Where the Deliverables are standard Products or standard Software, the Agreed Specification is the applicable ALIARO or manufacturer Documentation current at the order date, together with any agreed deviations stated in the Agreement.
- 4.3. The Customer shall review and approve specifications, drawings, interface descriptions, project plans and other documents within the review period stated by ALIARO. If no period is stated, the review period is five (5) Business Days. Failure to respond within the review period may be treated as approval for project-planning purposes.
- 4.4. Any change to scope, Specification, delivery schedule, Customer dependencies, Acceptance Criteria, site conditions, legal requirements, import/export requirements, security requirements or licence metrics requires a written change order.

ALIARO is entitled to adjust price, milestones, delivery dates and other affected terms as a condition of implementing a change.

- 4.5.** If the Customer requests additional work without a signed change order, ALIARO may perform such work at ALIARO's then-current rates and reasonable costs, unless ALIARO has expressly agreed that the work is included in the fixed price.

5. Documentation

- 5.1.** ALIARO shall supply the Documentation that ALIARO normally provides for the relevant Deliverables and any additional Documentation expressly specified in the Agreement.
- 5.2.** Documentation will be supplied in English unless Swedish is expressly agreed or required by mandatory law for the specific Deliverables and market. ALIARO may provide Documentation electronically.
- 5.3.** The Customer may copy Documentation internally only as reasonably required to install, operate, maintain and use the Deliverables in accordance with the Agreement. Documentation may not be disclosed to third parties except to the Customer's employees, consultants and contractors who need access for the permitted use and are bound by confidentiality obligations no less protective than these Terms.

6. Customer responsibilities and site conditions

- 6.1.** The Customer shall provide timely decisions, accurate technical information, test objects, samples, models, interfaces, credentials, access, permits, safety information, network information and other dependencies required for ALIARO to perform.
- 6.2.** For installation or commissioning at the Customer's site, the Customer shall prepare the site in accordance with ALIARO's instructions, including space, power, grounding, ventilation, compressed air, lifting equipment, network access, physical security, environmental conditions, health and safety arrangements and access for ALIARO personnel.
- 6.3.** The Customer is responsible for the accuracy, legality, completeness and safety of Customer Data, test objects, test procedures and instructions supplied to ALIARO. The Customer shall not provide live personal data, safety-critical data, classified information, export-controlled technology or sensitive third-party data unless expressly agreed and covered by appropriate legal, security and technical safeguards.
- 6.4.** Unless expressly certified for such use in the Agreed Specification, the Deliverables are test, measurement, simulation or development systems and must not be used as operational control systems, safety devices, production process controls, medical devices, aircraft/vehicle controls, nuclear systems or other live safety-critical systems.
- 6.5.** The Customer shall ensure that personnel using the Deliverables are suitably trained and that the Deliverables are installed, operated, maintained and secured in accordance with the Documentation, applicable law and good engineering practice.
- 6.6.** The Customer is responsible for making and maintaining back-ups of Customer Data and for verifying that test scripts, models, configurations and measurement data are suitable before use.

7. Delivery, Incoterms, risk and title

- 7.1.** Unless otherwise agreed in the Agreement, Products and Test Systems are delivered EXW ALIARO's premises in Mölndal, Sweden, Incoterms 2020. For international deliveries, ALIARO may select DAP named end-place where appropriate for export clearance or logistics.
- 7.2.** Delivery dates are interpreted in accordance with the applicable Incoterm. Risk of loss or damage passes to the Customer at the point specified by the applicable Incoterm. Title passes only in accordance with section 12.
- 7.3.** If ALIARO agrees to arrange freight, insurance, export handling, customs documentation or import delivery on behalf of the Customer, such arrangement is made as a service to the Customer and all related costs, duties, charges and taxes shall be paid by the Customer unless expressly included in the price.
- 7.4.** If the Customer fails to take delivery, delays shipment, does not provide required import/export information, or prevents delivery for reasons not attributable to ALIARO, the Deliverables shall be deemed delivered on the date they were ready for delivery. ALIARO may invoice applicable milestones, charge reasonable storage and handling costs, and place the Deliverables in storage at the Customer's risk.
- 7.5.** Where ALIARO performs installation after delivery to the Customer's site, physical risk for the Deliverables remains with the Customer after arrival at the site. ALIARO remains responsible for damage directly caused by ALIARO personnel through negligence during installation.
- 7.6.** Partial deliveries are permitted unless the parties expressly agree otherwise. Each partial delivery may be invoiced separately.

8. Installation, commissioning and acceptance

- 8.1. Installation, commissioning, site acceptance testing, training and similar Services are included only if expressly stated in the Agreement.
- 8.2. If Factory Acceptance Testing ("FAT") is agreed, FAT shall be carried out at ALIARO's facility or another agreed location against the agreed FAT criteria. FAT may be witnessed remotely unless physical attendance is expressly required.
- 8.3. If Site Acceptance Testing ("SAT") is agreed, the Customer shall make the site and dependencies available by the agreed date. ALIARO may treat SAT as delayed by the Customer if site conditions, test objects, data, network access, utilities, safety arrangements or personnel are not available.
- 8.4. The Customer shall notify ALIARO in writing of any claimed failure to meet Acceptance Criteria within ten (10) Business Days after completion of FAT/SAT, delivery of the relevant Deliverable, or the date on which the Deliverable was made available for testing, whichever applies. The notice must identify the relevant Acceptance Criterion and provide sufficient details to reproduce the issue.
- 8.5. Deliverables are accepted when any of the following occurs:
 - (a) the applicable Acceptance Criteria are met;
 - (b) the Customer signs an acceptance certificate or similar document;
 - (c) the Customer uses the Deliverables for commercial, operational, customer-facing or production-related purposes other than agreed testing;
 - (d) the Customer fails to provide a valid rejection notice within the period in section 8.4; or
 - (e) Acceptance is delayed for more than ten (10) Business Days for reasons not attributable to ALIARO.
- 8.6. Minor deviations, cosmetic issues, documentation updates or defects that do not materially prevent the agreed use of the Deliverables shall not prevent Acceptance. ALIARO shall correct such deviations in accordance with section 16.
- 8.7. If a Deliverable material fails the Acceptance Criteria for reasons attributable to ALIARO, ALIARO shall be given a reasonable opportunity to correct the failure and repeat the affected test. Rejection of a Deliverable is not valid unless ALIARO is given such opportunity.

9. Delay

- 9.1. Delivery and project dates are estimates unless expressly identified as fixed dates in the Agreement. ALIARO shall use commercially reasonable efforts to meet agreed dates.
- 9.2. ALIARO is not responsible for delays caused by the Customer, third-party suppliers, export or import controls, customs, transport providers, force majeure, changes requested by the Customer, missing information, site readiness, or any other circumstance outside ALIARO's reasonable control.
- 9.3. If ALIARO is delayed solely for reasons attributable to ALIARO, the Customer may request a revised delivery plan. If the delay exceeds ninety (90) days and materially deprives the Customer of the benefit of the undelivered Deliverables, the Customer may terminate the affected undelivered part of the Agreement by giving ALIARO at least thirty (30) days' final written notice to deliver.
- 9.4. Termination under section 9.3 is the Customer's exclusive remedy for delivery delay, unless the Agreement expressly provides liquidated damages or another remedy.

10. Prices, taxes and payments

- 10.1. Prices are stated in EUR and exclude VAT, customs duties, withholding taxes, import charges, insurance, freight, travel, accommodation and expenses unless otherwise stated in the Agreement.
- 10.2. For Test Systems, unless otherwise agreed, the purchase price is payable in the following milestones: thirty percent (30%) upon order confirmation or signing; thirty percent (30%) when ALIARO notifies the Customer that the system is ready for FAT, pickup or shipment; thirty percent (30%) upon delivery; and ten percent (10%) upon Acceptance or deemed Acceptance.
- 10.3. For standard Products, spare parts, Software licences, support renewals and maintenance subscriptions, unless otherwise agreed or credit terms have been approved by ALIARO, one hundred percent (100%) of the price is payable in advance upon order confirmation or invoice.
- 10.4. Recurring license, support, maintenance and subscription fees are invoiced in advance for the applicable term. Fees are non-refundable except as expressly stated in the Agreement.
- 10.5. Invoices are due thirty (30) days from the invoice date unless a shorter period is stated in the Agreement. A payment period longer than thirty (30) days applies only if ALIARO expressly approves it in writing as creditor.

- 10.6.** The Customer shall make payments without set-off, counterclaim, deduction or withholding, except to the extent required by mandatory law. If withholding tax is required by law, the Customer shall gross up the payment so that ALIARO receives the net amount it would have received without withholding, unless prohibited by law.
- 10.7.** The Customer shall notify ALIARO of any invoice dispute before the due date and shall pay undisputed amounts on time. A dispute must be made in good faith and identify the invoice, amount and reason for dispute.

11. Late payment, suspension and collection costs

- 11.1.** If payment is late, ALIARO is entitled to statutory late-payment interest under the Swedish Interest Act (Sw. räntelagen), currently the Swedish reference rate plus eight (8) percentage points, unless a higher lawful rate is expressly agreed.
- 11.2.** ALIARO is entitled to statutory late-payment compensation, reminder fees, collection costs and reasonable costs of enforcing payment to the extent permitted by applicable law.
- 11.3.** If the Customer is late with payment, ALIARO may suspend deliveries, Services, support, Software access, licence keys and performance of any other obligations until all overdue amounts, interest and costs have been paid. Suspension does not relieve the Customer from payment obligations.
- 11.4.** If payment remains overdue more than thirty (30) days after ALIARO has sent a written payment reminder, ALIARO may terminate the affected Agreement in whole or in part and claim damages subject to section 27. All unpaid amounts for delivered or accepted Deliverables become immediately due.

12. Retention of title and security

- 12.1.** Products remain ALIARO's property until ALIARO has received full payment of all amounts due for the Products and any associated Software, Services, interest and costs.
- 12.2.** Until title passes, the Customer shall keep the Products identifiable, insured, protected from damage, free from liens or encumbrances, and separate from assets to the extent reasonably possible. The Customer shall not sell, pledge, lease, modify or dispose of the Products without ALIARO's prior written consent.
- 12.3.** If the Customer becomes insolvent, enters restructuring, suspends payments, or ALIARO reasonably believes the Customer will not pay, ALIARO may reclaim Products for which title has not passed, subject to mandatory insolvency law and rights of third parties.
- 12.4.** Where a retention-of-title clause is not effective under the law of the place where the Products are located, the Customer shall cooperate in creating, registering and maintaining an equivalent security interest or other protection permitted by that law.
- 12.5.** No ownership in Software, Firmware, Documentation or intellectual property rights passes to the Customer. Software and Firmware are licensed, not sold.

13. Software license terms

- 13.1.** Subject to payment and compliance with the Agreement, ALIARO grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to use the Software and Firmware in object-code form for the Customer's internal business purposes and only with the Products, Test Systems, licence metrics, sites, users, devices, term and territory stated in the Agreement.
- 13.2.** Unless the Agreement expressly states that a licence is perpetual, Software licences are granted for the agreed subscription or fixed term. A perpetual licence is subject to full payment and does not include support, maintenance, updates or upgrades after the included period, if any.
- 13.3.** The Customer shall not, and shall not permit others to:
- a) copy the Software except for one reasonable backup copy or as expressly permitted by the Documentation;
 - b) modify, translate, adapt, decompile, disassemble or reverse engineer the Software, except to the extent permitted by mandatory law that cannot be waived;
 - c) remove proprietary notices, licence keys, technical protection measures or security controls;
 - d) provide the Software as a service bureau, hosted service, outsourcing service or managed service for third parties unless expressly agreed;
 - e) rent, lease, lend, sell, transfer, sublicense or assign the Software;
 - f) use the Software beyond the agreed licence metrics or for benchmarking or competitive analysis without ALIARO's prior written consent;
 - g) use Software to develop a competing product or service, except to the extent such restriction is prohibited by mandatory law; or

h) use the Software in violation of export-control, sanctions, cybersecurity or data-protection law.

- 13.4. ALIARO may use licence keys, activation mechanisms, technical controls and reasonable audit procedures to verify licence compliance. Upon reasonable notice, the Customer shall provide records necessary to verify compliance. If an audit shows under-licensing or unauthorised use, the Customer shall promptly pay the applicable fees and reasonable audit costs.
- 13.5. ALIARO may suspend or terminate Software licences, support and access if the Customer materially breaches licence restrictions, fails to pay, violates export-control or sanctions obligations, or uses the Software in a manner that presents a material security or legal risk.
- 13.6. Source code is not provided unless expressly agreed in a signed source code or escrow agreement.

14. Third-party software and open source

- 14.1. Third-Party Software may be supplied with or for use with the Deliverables. Third-Party Software is subject to the third party's licence terms, support terms and warranty terms. Such terms prevail over these Terms for that Third-Party Software to the extent of conflict.
- 14.2. Open-Source Software is licensed under the applicable open-source licence terms. Nothing in these Terms restricts rights granted to the Customer under such open-source licences. ALIARO will provide open-source notices that ALIARO is legally required to provide.
- 14.3. ALIARO is not responsible for Third-Party Software or Open-Source Software beyond the rights and remedies made available by the relevant third-party licensor, except to the extent ALIARO has expressly assumed responsibility in the Agreement or the issue is caused by ALIARO's integration work.

15. Support, maintenance and spare parts

- 15.1. Support, maintenance, calibration, updates, upgrades, on-site assistance, remote support and spare parts are provided only if included in the Agreement or ordered separately.
- 15.2. Unless otherwise agreed, support and maintenance are provided during ALIARO's normal Swedish business hours and according to ALIARO's then-current support processes, service levels and price list.
- 15.3. For ALIARO-manufactured Products and Test Systems, ALIARO will use commercially reasonable efforts to make maintenance services and spare parts available for one (1) year from delivery. This obligation is subject to supplier availability, component end-of-life, regulatory restrictions, safety considerations and payment of applicable fees.
- 15.4. ALIARO may provide support remotely. The Customer shall provide secure remote access, logs, diagnostic information, trained contact persons and other cooperation reasonably required for support.
- 15.5. Support and maintenance do not include corrections or work caused by exclusions listed in section 16.7 unless ALIARO agrees to perform such work at additional charge.

16. Warranty and remedies for defects

- 16.1. ALIARO warrants that Products and Test Systems manufactured by ALIARO will materially conform to the Agreed Specification for twelve (12) months from Acceptance or fifteen (15) months from delivery, whichever occurs first, unless a different warranty period is stated in the Agreement.
- 16.2. For standard Products or components manufactured by third parties, ALIARO passes through the manufacturer's warranty to the extent permitted and provides no broader warranty unless expressly agreed.
- 16.3. ALIARO warrants that Software will materially conform to the Agreed Specification for ninety (90) days from delivery or activation, unless a longer period is stated in the Agreement. ALIARO does not warrant that Software will be error-free, uninterrupted, compatible with all environments or immune from all security threats.
- 16.4. ALIARO warrants that Services will be performed in a professional and workmanlike manner using personnel with appropriate competence. The Customer must notify defects in Services within thirty (30) days after the relevant Service was performed.
- 16.5. The Customer shall inspect Deliverables promptly upon delivery and shall notify ALIARO in writing of visible damage, shortages or obvious defects without undue delay and no later than ten (10) Business Days after delivery. For other defects, the Customer shall notify ALIARO within a reasonable time after the Customer discovered or should have discovered the defect and in all cases within the applicable warranty period.
- 16.6. A defect notice must describe the defect, affected Deliverable, serial number or licence, circumstances, logs, error messages and steps required to reproduce the defect. The Customer shall provide reasonable access and cooperation for diagnosis.
- 16.7. ALIARO's warranty and defect responsibility do not cover defects, damage or non-conformities caused by:

- a) modification, repair, integration, installation or maintenance not performed or approved by ALIARO;
 - b) misuse, negligence, accident, improper storage, transport after risk transfer, or use outside the Agreed Specification or Documentation;
 - c) Customer Data, test objects, samples, third-party equipment, third-party networks, third-party software or interfaces not supplied by ALIARO;
 - d) viruses, malware, cyberattacks or unauthorised access, except to the extent caused by ALIARO's negligence;
 - e) normal wear and tear, consumables, calibration, batteries, cables, connectors, cosmetic damage or environmental conditions;
 - f) failure to install required updates, security patches or corrections made available by ALIARO or a third-party supplier;
 - g) use with unsupported operating systems, hardware, drivers or software versions; or
 - h) beta, evaluation, prototype or proof-of-concept Deliverables.
- 16.8.** ALIARO's sole obligation and the Customer's sole remedies for valid warranty claims are, at ALIARO's option: repair, replacement, re-performance, provision of a workaround, correction of Software, supply of missing items, or refund/credit paid for the defective Deliverable or affected part. Replaced parts become ALIARO's property unless ALIARO states otherwise.
- 16.9.** If the Customer reports a defect and ALIARO determines that the issue is not covered by warranty or was caused by the Customer or a third party, ALIARO may charge reasonable investigation, travel, labour and material costs at its then-current rates.
- 16.10.** Except for the express warranties in this section 16 and any mandatory rights that cannot be excluded, all warranties, conditions and representations, whether express, implied or statutory, are excluded to the maximum extent permitted by law.

17. Product safety, regulatory compliance and recalls

- 17.1.** ALIARO shall comply with mandatory Swedish and EU product-safety, CE-marking and conformity obligations applicable to Deliverables that ALIARO places on the EU/EEA market as manufacturer or economic operator, to the extent such obligations apply to the relevant Deliverables.
- 17.2.** The Customer is responsible for local approvals, import requirements, product registration, workplace safety, electrical safety after installation, environmental permits and other regulatory requirements in the country of use, except to the extent ALIARO expressly assumes such responsibility in the Agreement.
- 17.3.** The Customer shall not remove labels, warnings, serial numbers, safety features, interlocks, conformity markings or instructions supplied with the Deliverables. The Customer shall not modify or integrate the Deliverables in a way that compromises safety or regulatory compliance.
- 17.4.** The Customer shall promptly notify ALIARO of any accident, near miss, dangerous occurrence, regulatory inquiry, safety complaint, suspected safety defect or field incident relating to the Deliverables. The parties shall reasonably cooperate in investigations, corrective actions, withdrawals, recalls and regulatory notifications.
- 17.5.** If a recall, withdrawal, field safety action or corrective action is required due to the Customer's modification, misuse, local integration, failure to follow instructions, or combination with third-party products not approved by ALIARO, the Customer shall bear the associated costs and indemnify ALIARO for resulting third-party claims, subject to mandatory law.

18. Cybersecurity, vulnerability handling and security updates

- 18.1.** Each party shall maintain appropriate technical and organisational security measures for its systems, personnel and data in light of the nature of the Deliverables and the risks involved.
- 18.2.** Where Deliverables are products with digital elements or otherwise subject to mandatory cybersecurity obligations, ALIARO shall comply with such obligations applicable to ALIARO as manufacturer, supplier or economic operator, including vulnerability-handling, reporting and user-information obligations when they become applicable.
- 18.3.** The Customer shall promptly notify ALIARO through the support or security contact designated by ALIARO of suspected vulnerabilities, security incidents, unauthorised access, exploitation, malware or other cybersecurity issues affecting the Deliverables. The Customer shall not publicly disclose a vulnerability before ALIARO has had a reasonable opportunity to investigate and mitigate it, unless disclosure is required by law.
- 18.4.** The Customer shall apply security updates, patches, configuration changes and mitigations made available by ALIARO or relevant third-party suppliers within a reasonable time, taking into account severity and operational risk.

- 18.5. Unless a specific cybersecurity support period is stated in the Agreement, security updates are provided during the applicable warranty, support or maintenance period. ALIARO may charge for cybersecurity services outside agreed support, except where mandatory law requires otherwise.
- 18.6. If the Customer is subject to the Swedish Cybersecurity Act, NIS2-derived rules, sectoral security rules or equivalent laws, the Customer shall inform ALIARO in writing of any specific contractual, audit, incident-notification, supply-chain or security requirements before the Agreement is concluded. Additional requirements may require a written security addendum and price/schedule adjustment.

19. Data, telemetry and connected-product data

- 19.1. As between the parties, the Customer retains ownership of Customer Data. ALIARO retains ownership of ALIARO's tools, methods, know-how, diagnostics, benchmark data, templates, libraries and pre-existing materials.
- 19.2. ALIARO may access and use Customer Data to perform the Agreement, provide support, troubleshoot, verify performance, maintain security, comply with law and protect ALIARO's rights. ALIARO shall treat Customer Data as Confidential Information where it is not publicly available.
- 19.3. ALIARO may collect and use non-personal operational, diagnostic, telemetry and performance information from Deliverables for support, reliability, cybersecurity, product improvement, compliance, statistics and development, provided that such use does not disclose the Customer's Confidential Information in identifiable form without permission.
- 19.4. If a Deliverable or related service is a connected product or related service subject to the EU Data Act or equivalent mandatory data-access rules, ALIARO will provide legally required information and data-access mechanisms in a separate notice, data addendum, portal or Documentation. The Customer shall use such data lawfully, securely and in a manner that does not compromise trade secrets, cybersecurity, safety or third-party rights.
- 19.5. Nothing in these Terms transfers ownership of ALIARO intellectual property, trade secrets or proprietary algorithms. Data access rights do not grant a right to reverse engineer, circumvent security, access source code, disclose trade secrets or use data to develop a competing connected product where such restrictions are permitted by applicable law.

20. Personal data and privacy

- 20.1. Each party acts as an independent controller for personal data relating to its own employees, representatives, contacts and contract administration, unless the parties agree otherwise in writing.
- 20.2. If ALIARO processes personal data on behalf of the Customer as processor, the parties shall enter into a data processing agreement that satisfies Article 28 of the GDPR or any equivalent mandatory requirement before such processing begins.
- 20.3. The Customer shall not provide personal data to ALIARO unless it has a lawful basis, has provided required notices, has obtained required permissions, and has implemented appropriate minimisation, security and transfer safeguards.
- 20.4. If personal data is transferred outside the EEA, the transferring party shall ensure that a valid transfer mechanism and any required supplementary measures are in place.
- 20.5. The Customer shall avoid using live personal data in testing, validation and support cases unless expressly agreed. Where realistic data is required, the Customer should use anonymised, pseudonymised or synthetic data whenever feasible.

21. Confidentiality and trade secrets

- 21.1. Confidential Information means non-public technical, commercial, financial, legal, security, product, software, source-code, design, customer, supplier, pricing, project, test, measurement, data, know-how or business information disclosed by or on behalf of a party, whether before or after the Agreement date, and whether marked confidential or reasonably understood to be confidential.
- 21.2. Each party shall protect the other party's Confidential Information using at least the same degree of care it uses to protect its own comparable confidential information, and in no event less than reasonable care. Confidential Information may be used only to perform or receive the benefit of the Agreement.
- 21.3. Confidential Information may be disclosed only to employees, affiliates, advisers, auditors, insurers, financing parties, subcontractors and consultants who need to know it and are bound by confidentiality obligations. The receiving party is responsible for unauthorised disclosure by such recipients.
- 21.4. Confidentiality obligations do not apply to information that the receiving party can show: was lawfully known without confidentiality restriction before disclosure; is or becomes public without breach; is independently developed without use of Confidential Information; or is lawfully received from a third party without confidentiality restriction.

- 21.5.** If disclosure is required by law, court order, stock-exchange rule or government authority, the receiving party may disclose only what is legally required and shall, where legally permitted, give prior notice and reasonable assistance to seek confidential treatment.
- 21.6.** Confidentiality obligations apply for five (5) years after disclosure. For trade secrets, source code, security information and highly sensitive technical information, obligations continue for as long as the information remains a trade secret or otherwise non-public under applicable law.

22. Intellectual property rights

- 22.1.** ALIARO and its licensors retain all rights, title and interest in and to the Deliverables, Software, Firmware, Documentation, inventions, designs, methods, tools, know-how, templates, libraries, test frameworks, configurations, drawings, source code, object code, trade secrets and other intellectual property created, owned or supplied by ALIARO, whether before or during the Agreement.
- 22.2.** Unless expressly agreed otherwise, the Customer receives only the licence and use rights expressly stated in the Agreement and these Terms. No rights are granted by implication, exhaustion or estoppel.
- 22.3.** Customisations, adaptations, scripts, configurations, test sequences, models, reports and other project deliverables created by ALIARO are licensed to the Customer for internal use with the relevant Deliverables, subject to payment. Ownership transfers only if expressly agreed in a signed document that identifies the transferred rights.
- 22.4.** The Customer retains ownership of Customer Materials and Customer Data, subject to ALIARO's right to use them to perform the Agreement and as otherwise permitted in these Terms.
- 22.5.** The Customer grants ALIARO a non-exclusive, worldwide, royalty-free licence to use feedback, suggestions and improvement ideas relating to ALIARO's products or services, without disclosing the Customer's Confidential Information.

23. Third-party intellectual property claims

- 23.1.** ALIARO shall defend the Customer against a third-party claim alleging that a Deliverable supplied by ALIARO, as delivered and used in accordance with the Agreement, infringes a patent, copyright, trade mark or trade secret in the country of delivery. ALIARO shall pay damages and costs finally awarded against the Customer or agreed in settlement by ALIARO.
- 23.2.** ALIARO's obligations under section 23.1 apply only if the Customer promptly notifies ALIARO in writing, gives ALIARO sole control of the defence and settlement, provides reasonable assistance, and does not admit liability or settle without ALIARO's prior written consent.
- 23.3.** ALIARO has no obligation for claims arising from:
- a) Customer Materials, Customer Data, specifications or instructions;
 - b) modification by anyone other than ALIARO;
 - c) combination with products, software, data or services not supplied by ALIARO where the claim would not have arisen without the combination;
 - d) use outside the Agreement or Documentation;
 - e) Third-Party Software or Open Source Software except to the extent caused by ALIARO's integration work;
 - f) continued use after ALIARO provides a non-infringing update or workaround; or
 - g) prototypes, evaluation Deliverables or beta Software.
- 23.4.** If a Deliverable is or is likely to become subject to an infringement claim, ALIARO may, at its option: obtain a right for continued use; modify or replace the Deliverable so that it becomes non-infringing while materially preserving functionality; or terminate the affected licence or delivery and refund the depreciated or unused portion of the price paid for the affected Deliverable.
- 23.5.** This section 23 states ALIARO's entire liability and the Customer's exclusive remedy for intellectual-property infringement claims.

24. Customer materials and test data

- 24.1.** The Customer warrants that it has all rights, licences, consents and permissions required for ALIARO to use Customer Materials and Customer Data in performing the Agreement.
- 24.2.** The Customer shall indemnify ALIARO against third-party claims, penalties, losses and costs arising from Customer Materials, Customer Data, Customer instructions, test objects, samples, unsafe materials, export-controlled information provided without notice, or the Customer's breach of section 24.1.

- 24.3.** ALIARO may refuse to handle Customer Materials or Customer Data that ALIARO reasonably considers unsafe, unlawful, infringing, export-controlled, inadequately documented, cybersecurity-sensitive, privacy-sensitive or outside the agreed scope.

25. Export control, sanctions and import compliance

- 25.1.** Each party shall comply with applicable export-control, sanctions, customs, anti-boycott and trade-compliance laws and regulations, including EU and Swedish rules and, where applicable, US, UK or other relevant rules.
- 25.2.** The Customer shall not directly or indirectly export, re-export, transfer, release, provide access to, or use Deliverables, Software, technology or Documentation in violation of applicable export-control or sanctions laws. The Customer shall not make Deliverables available to sanctioned persons or for prohibited end uses, including military, nuclear, missile, chemical or biological weapons end uses, unless expressly authorised by competent authorities and ALIARO.
- 25.3.** The Customer shall provide complete and accurate end-user, end-use, destination, classification, import, customs and documentation information reasonably requested by ALIARO. ALIARO may suspend or cancel performance without liability if required licences, authorisations, assurances or information are not obtained or if ALIARO reasonably believes performance would violate trade-compliance rules.
- 25.4.** The Customer is responsible for import permits, customs clearance, local product registrations, local taxes and compliance with laws in the country of import and use, unless ALIARO expressly assumes specific responsibilities in the Agreement.
- 25.5.** If a license, authorization or approval is denied, revoked, delayed or restricted by a competent authority, ALIARO is excused from affected performance and may terminate the affected part of the Agreement without liability, except for repayment of amounts paid for undelivered items that ALIARO is legally permitted to refund.

26. Business ethics and anti-corruption

- 26.1.** Each party shall conduct business ethically and comply with applicable anti-bribery, anti-corruption, anti-money-laundering, competition, labour, human-rights, environmental, sanctions and trade-compliance laws.
- 26.2.** The Customer shall not offer, promise, request or accept any bribe, kickback, facilitation payment or improper advantage in connection with the Agreement. ALIARO may terminate immediately if ALIARO reasonably believes the Customer has breached this section.
- 26.3.** The Customer shall not require ALIARO or its personnel to sign inaccurate time records, invoices, customs declarations, origin declarations, product classifications, compliance statements or other documents.

27. Limitation of liability

- 27.1.** Subject to sections 27.4 and 27.5, ALIARO's aggregate liability for all claims arising out of or in connection with an Agreement, whether in contract, tort, statute, product liability, negligence, restitution or otherwise, shall not exceed the total amount paid and payable by the Customer under the affected order during the twelve (12) months immediately preceding the event giving rise to liability. For a one-off Test System order, the cap equals the total price paid and payable for the affected Test System.
- 27.2.** Subject to section 27.5, neither party is liable for indirect, incidental, special, punitive or consequential loss or damage, including loss of profit, revenue, production, business, goodwill, anticipated savings, data, use, contracts, opportunity, financing, or costs of substitute products or services, even if the party has been advised of the possibility of such loss.
- 27.3.** ALIARO is not liable for loss caused by Customer Data, Customer Materials, customer or third-party systems, unauthorised modifications, failure to follow Documentation, failure to install updates, use outside the Agreed Specification, cyberattacks not caused by ALIARO's negligence, or local regulatory requirements not expressly assumed by ALIARO.
- 27.4.** The liability cap in section 27.1 does not limit: the Customer's payment obligations; the Customer's breach of licence restrictions; either party's breach of confidentiality obligations involving trade secrets or source code; the Customer's indemnities under sections 17.5, 24 and 25; or liability that cannot lawfully be limited.
- 27.5.** Nothing in these Terms excludes or limits liability for intentional misconduct, gross negligence, death or personal injury caused by negligence to the extent such liability cannot be limited, mandatory product-liability claims, fraud, or any other liability that cannot be excluded or limited under applicable mandatory law.
- 27.6.** Any claim against ALIARO must be brought within twelve (12) months after the Customer became aware, or should reasonably have become aware, of the circumstances giving rise to the claim, unless a longer period is required by mandatory law.

28. Product liability and third-party claims

- 28.1. Mandatory product-liability rights under applicable law are not excluded or limited by these Terms.
- 28.2. The Customer shall indemnify ALIARO against third-party claims, regulatory actions, losses and costs arising from the Customer's modification, integration, labelling, instructions, use, resale, import, export, local compliance, failure to follow Documentation, or combination of Deliverables with other products, software or data, except to the extent caused by ALIARO's breach of the Agreement or mandatory product-liability responsibility.
- 28.3. The Customer shall maintain traceability records reasonably necessary to identify the location, user, serial number and configuration of Products and Test Systems supplied by ALIARO where required for safety, regulatory, support or recall purposes.

29. Insurance

- 29.1. Each party shall maintain insurance customary for its business and obligations under the Agreement. The Customer shall insure Products for full replacement value from the time risk passes to the Customer until title has passed and payment has been made in full.
- 29.2. Upon reasonable request, a party shall provide evidence of relevant insurance coverage, excluding commercially sensitive premium information.

30. Force majeure

- 30.1. Neither party is liable for delay or failure to perform caused by circumstances beyond its reasonable control, including war, terrorism, riot, natural disaster, fire, flood, pandemic, epidemic, labour dispute, government action, embargo, sanctions, export or import restriction, denial of licence, cyberattack, power or network outage, shortage of materials, supplier failure, transport disruption or other event that could not reasonably have been prevented.
- 30.2. The affected party shall notify the other party without undue delay, use reasonable efforts to mitigate the effects, and resume performance as soon as reasonably possible.
- 30.3. If a force majeure event prevents material performance for more than one hundred and twenty (120) days, either party may terminate the affected part of the Agreement by written notice. The Customer shall pay for Deliverables and Services supplied before termination and for non-cancellable costs reasonably incurred by ALIARO.

31. Term and termination

- 31.1. The Agreement remains in force until all obligations have been performed, unless terminated earlier in accordance with these Terms or the Agreement.
- 31.2. Either party may terminate the affected Agreement for material breach if the breach is not cured within thirty (30) days after written notice. For non-payment, the cure period is ten (10) Business Days after written notice, unless mandatory law requires a longer period.
- 31.3. ALIARO may terminate immediately if the Customer breaches licence restrictions, violates export-control or sanctions obligations, becomes subject to sanctions, becomes insolvent, suspends payments, enters liquidation or reconstruction, makes an assignment for creditors, or undergoes a change of control that creates a material legal, security or credit risk.
- 31.4. Upon termination, the Customer shall immediately cease using terminated Software licences and return or destroy ALIARO Confidential Information as instructed, except that the Customer may retain archival copies required by law or automatic back-ups subject to continuing confidentiality obligations.
- 31.5. Termination does not affect accrued rights, payment obligations, confidentiality, intellectual property, licence restrictions, audit rights, export-control obligations, limitation of liability, dispute resolution or other provisions intended to survive.

32. Assignment and subcontracting

- 32.1. The Customer may not assign, transfer or novate the Agreement, in whole or in part, without ALIARO's prior written consent. ALIARO may assign the right to receive payment without consent.
- 32.2. ALIARO may assign or transfer the Agreement to an affiliate, successor, purchaser of substantially all relevant assets or business, or financing party, provided that the assignee assumes the relevant obligations.
- 32.3. ALIARO may subcontract performance in accordance with section 3.5.

33. Notices, electronic signatures and communications

- 33.1.** Notices under the Agreement shall be in writing and delivered by email, courier or registered mail to the addresses stated in the Agreement or the latest address notified by a party. Termination notices, claims and legal notices must be clearly identified as such.
- 33.2.** Electronic signatures, scanned signatures and electronic order confirmations are valid and binding to the extent permitted by applicable law.
- 33.3.** Project communications, approvals and operational notices may be given by email or through an agreed project, support or procurement system, unless the Agreement requires a signed document.

34. Severability, waiver and amendments

- 34.1.** If any provision is held invalid, illegal or unenforceable, the remaining provisions remain in force. The parties shall replace the affected provision with a valid provision that most closely reflects the original commercial and legal intent.
- 34.2.** A waiver is effective only if made in writing and applies only to the specific matter waived. Failure or delay in exercising a right is not a waiver.
- 34.3.** Amendments, supplements and deviations from these Terms are valid only if agreed in writing by authorised representatives of both parties. ALIARO may update these Terms for future orders; updates do not apply retroactively unless agreed.

35. Governing law

- 35.1.** The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the substantive laws of Sweden, excluding Swedish conflict-of-law rules.
- 35.2.** The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 35.3.** Mandatory laws of another jurisdiction may apply to specific matters such as import, export, sanctions, product safety, product liability, privacy, employment, tax, customs or local regulatory compliance. Such application does not affect the parties' choice of Swedish law for the contractual relationship to the extent permitted.

36. Dispute resolution

- 36.1.** The parties shall first attempt to resolve disputes through good-faith negotiations between senior representatives. A party may start formal proceedings if the dispute has not been resolved within thirty (30) days after a written negotiation request, or earlier if urgent interim relief is required.
- 36.2.** Any dispute, controversy or claim arising out of or in connection with the Agreement, including breach, termination, invalidity or non-contractual obligations, shall be finally settled by arbitration administered by the SCC Arbitration Institute. The Rules for Expedited Arbitrations shall apply unless the SCC determines, considering the complexity, amount in dispute and other circumstances, that the SCC Arbitration Rules shall apply.
- 36.3.** The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English unless the parties agree otherwise. The arbitral tribunal shall apply Swedish substantive law.
- 36.4.** The arbitration, submissions, evidence, hearings, award and settlement discussions shall be confidential, except to the extent disclosure is required by law, stock-exchange rules, a competent authority, enforcement of an award, or protection of a party's legal rights.
- 36.5.** Notwithstanding sections 36.2-36.4, ALIARO may bring proceedings for undisputed or overdue invoices, debt collection, retention-of-title recovery, interim relief, injunctive relief, preservation of evidence or protection of intellectual property or Confidential Information in any court or authority of competent jurisdiction.
- 36.6.** If the arbitration agreement is held unenforceable for a specific dispute, the Gothenburg District Court (Sw. Göteborgs tingsrätt) shall be the court of first instance, unless mandatory law requires another forum.

37. Language and contact details

- 37.1.** These Terms are prepared in English. Any translation is for convenience only. In case of inconsistency, the English version prevails unless mandatory law requires otherwise.
- 37.2.** ALIARO contact details for orders and notices unless another address is stated in the Agreement:
 ALIARO AB, Krokslätts Fabriker 30B, SE-431 37 Mölndal, Sweden
 Email: orders@aliaro.com
 Telephone: +46 (0)31 53 39 00