

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions of Sale shall apply to EOL Products provided by MilDef [choose entity], a company organized and existing under the laws of [choose country] ("MilDef") to a customer (the "Buyer"). "EOL Products" shall mean devices which have been discontinued and/or no longer will be part of MilDef's product offering. MilDef and Buyer are hereafter individually referred to as "Party" and collectively as the "Parties".
- 1.2 Any offer of whatsoever form (the "Offer") issued by MilDef to Buyer for EOL Products shall be governed by these General Term and Conditions of Sale which, unless otherwise is agreed expressly in writing.
- 1.3 An Offer, including without limitation, commercial, technical and financial documents sent to Buyer shall be valid for a period of thirty (30) days from the date of its issuance, unless otherwise stated in the Offer or extended by MilDef by written notice to Buyer.
- 1.4 Buyer's written acceptance of an Offer, and/or the placement of an order in writing by Buyer, and/or use of the EOL Products (the "Order") shall constitute Buyer's unconditional and irrevocable agreement to these General Terms and Conditions of Sale. By accepting an Offer, Buyer also confirms that it has understood that EOL Products will only be available for purchase until 30 June 2025. Any terms and conditions added by Buyer when accepting an Offer will not apply unless otherwise is agreed expressly in writing.
- 1.5 Buyer's acceptance of an Offer, and/or MilDef's confirmation of an Order, and/or Buyer's use of the EOL Products shall give rise to a contract between the Parties (the "Contract") where these General Terms and Conditions of Sale form an integral part of the Contract.
- 1.6 The Contract constitutes the entire agreement of the Parties with respect to the content of the Contract and supersedes all prior written or oral undertakings, representations and agreements between the Parties.

2. DELIVERY

- 2.1 Unless otherwise agreed in writing, all sales of EOL Products between the Parties are deemed concluded "FCA" (Incoterms 2020) as further specified in the confirmation of an Order by MilDef and/or in the Contract.
- 2.2 "Delivery Date" means the indicative term for delivery provided by MilDef to deliver the EOL Products. MilDef will strive to deliver the EOL Products in accordance with the Delivery Date and will notify Buyer without undue delay if MilDef believes a Delivery Date cannot be met.
- 2.3 The Delivery Date will be accordingly extended if any delay is due to one or more of the following: (i) Force Majeure (subject to article 12.3) or (ii) Buyer's failure to fulfill any contractual obligation, including but not limited to, Buyer's delay in providing any information or documentation required by MilDef for the performance of an Order and/or the Contract.
- 2.4 If MilDef fails to meet a Delivery Date for reason attributable to MilDef, the Parties will set a new delivery date, which the Parties shall agree upon in good faith in writing, or in the absence of such agreement, shall be set by Buyer at least fifteen (15) days from the date of Buyer's written demand ("New Delivery Date"). MilDef will be responsible for any additional shipping charges necessary to meet the New Delivery Date.
- 2.5 If MilDef fails to meet a Delivery Date for reason not attributable to MilDef, MilDef shall be entitled to cancel the

Order if the delay exceeds forty-five (45) days from the original Delivery Date.

- 2.6 Buyer is responsible for complying with all applicable (re-)export and import restrictions and regulations.
- 2.7 MilDef reserves the right to change or modify the design or construction of the EOL Products prior to delivery, provided that such change or modification does not materially affect the form, fit or function of the EOL Products.
- 2.8 The EOL Products delivered in accordance with an Order and/or a Contract are definitively transferred and may not be either returned or exchanged except if a provision states otherwise.

3. TRANSFER OF RISK AND RETENTION OF TITLE

- 3.1 Risks in the EOL Products shall pass to Buyer at the time of delivery as per the applicable INCOTERM.
- 3.2 The EOL Products shall remain the property of MilDef until payment for the EOL Products has been made in full by Buyer, to the extent that such retention of property is valid under the applicable law. The retention of title shall not affect the passing of risk according to the applicable INCOTERM as stated in article 3.1.

4. PRICES, INVOICING AND PAYMENT

- 4.1 Unless otherwise agreed between the Parties, the prices for the EOL Products as per an Offer or confirmation of Order by MilDef, are fixed and firm for the Contract performance according to the terms and conditions herein.
- 4.2 All prices of EOL Products and/or parts thereof to be delivered by MilDef to Buyer under the Contract are to be understood "FCA" (INCOTERM 2020). The prices exclude shipping, taxes, duties, levies and any other charges whatsoever which shall be at the exclusive charge of Buyer.
- 4.3 MilDef reserves the right to use electronic invoicing methods, and Buyer accepts the same. Buyer is responsible to provide a correct e-mail address to which the electronic invoice shall be sent. The electronic invoice shall be deemed to be received on the same day as the sent date.
- 4.4 All payments shall be made in the same currency as stated on the invoice through direct bank transfer within thirty (30) days from the date of issuance of the invoice.
- 4.5 If Buyer fails to make payment when the invoice is due, without prejudice to any other right or remedy available to MilDef, MilDef may, at its option either, (i) postpone the fulfillment of MilDef's own obligations until full payment has been made, (ii) charge Buyer a late-payment interest on the unpaid amount according to the Swedish Interest Act (1975:635) increased by ten (10) percent, until payment is made in full, and (iii) terminate the Contract upon expiry of a thirty (30) days written notice by MilDef to Buyer which has remained without effect. In the event of termination, MilDef shall notify Buyer in writing.
- 4.6 If Buyer would like to dispute an invoice, Buyer must notify MilDef within fifteen (15) days of the invoice date or the invoice will irrevocably be deemed to be accepted. Payments under the Contract are non-refundable and are not subject to setoff or recoupment for any present or future claim Buyer may have towards MilDef.

5. WARRANTY

5.1 Warranty on hardware

Applicable during the **Warranty Period** as defined below, MilDef warrants that the EOL Products are free from defects in materials and workmanship and conform to their published specifications and to any further specifications specifically agreed upon in writing as part of an Offer, Order

or Contract (jointly are free from “**Defects**”). The warranty described herein pertains to Defects that exist at the time of delivery and notified to MilDef in writing within the Warranty Period within thirty (30) days from discovery. The applicable Warranty Period is twelve (12) months from delivery of the EOL Products. When notifying MilDef of any Defects, Buyer shall include a detailed description of the Defect and the conditions under which the Defect has arisen.

5.2 **Warranty on displays**

For defective pixels, MilDef will match the LCD manufacturer’s warranty for the term of the support period as stated in article 5.1. In the absence of a manufacturers policy, MilDef will conform to the International Organization for Standardization (ISO), ISO9241-307, Class II – details of which can be found here: www.iso.org.

5.3 **Warranty on hard drives and batteries**

The warranty period for all hard drives and customer removable batteries delivered by MilDef as part of the EOL Product is twelve (12) months, regardless of the length of the Warranty Period as stated in article 5.2.

5.4 **Remedies**

In the event of a Defect, MilDef may, at its own choice and discretion and at the expense of MilDef (which is limited to all associated costs for materials, labor and standard shipping), remedy the defect by either repair or replacement of EOL Products or the individual parts of the EOL Products that MilDef confirms to be Defective. Replaced EOL Products and/or parts shall be form/fit/function equivalent and may be new or refurbished. Refurbished EOL Products and/or parts will be equivalent to new in performance. Replacement EOL Products are warranted for the remainder of the term of the original Warranty Period of the Defective Product or parts.

5.5 Buyer shall give MilDef the time and opportunity required in order to be able to carry out the remedies according to article 5.5 which, at the discretion of MilDef, appear necessary.

5.6 **Exceptions**

The above warranty shall apply only in as much as the EOL Product has been used and maintained in compliance with MilDef’s instructions for use. The warranty shall not apply to Defects arising from or connected with Buyer’s failure to operate or maintain the EOL Product in accordance with MilDef’s specifications and documentation and generally with standard practices of product operations and shall not be applicable to Defects arising from or connected with:

- Accident, vandalism, negligence or handling errors by Buyer or any third parties causing damage to the EOL Product;
- Use which is not in accordance with MilDef’s recommendations, accompanying documentation, published specifications, or standard industry practice;
- Force Majeure events (as defined in article 12.3);
- Failure to follow the maintenance procedures as described in MilDef’s accompanying documentation or published specifications;
- Modification, repair or service by anyone other than MilDef;
- The EOL Product or any part thereof, being used, or coming into contact, with any equipment, parts, supplies or consumables not approved or not specifically recommended by MilDef;
- (i) – Normal wear and tear.

5.7 The warranty in this article 5 states MilDef’s sole obligations and Buyer’s exclusive remedies pertaining to any breach of warranty to the extent possible in accordance with applicable law. The warranty set forth herein are in lieu of and Buyer hereby expressly waives any other warranties, rights or remedies whether statutory, express or implied arising by law or otherwise with respect to, including but not limited to,

warranties of merchantability or fitness for any particular purpose.

6. **LIMITATION OF LIABILITY**

6.1 MilDef shall not, regardless of applicable law or legal theory, be liable for any indirect, incidental, punitive, special or consequential damages, such as but not limited to, any loss of profit, loss of anticipated savings, loss of data or loss of any other economic advantage, arising out of or in connection with a Contract or any EOL Products or materials delivered by MilDef.

6.2 In MilDef’s liability, regardless of applicable law or legal theory, for any and all claims for damages, any other remedy under any warranty or otherwise, the order value for the EOL Products or (ii) the total payments received by MilDef under the Contract during the twelve (12) months preceding the event leading to the claim for damages by the Buyer, whichever is smaller.

6.3 The above exclusions and limitations shall apply to the maximum extent permitted by applicable law and will not operate to exclude or limit MilDef’s or its employees’ liability for fraud or fraudulent misrepresentation, willful intent or gross negligence.

6.4 Under no circumstances shall MilDef be liable to Buyer for any damages, losses or costs resulting from or arising out of any illegal and/or fraudulent use of the EOL Products by Buyer, any third party or the end-user.

7. **PROHIBITED USE AND TRADE COMPLIANCE**

7.1 **Prohibited use of the EOL Product**

Buyer confirms that EOL Products will not be used for any purpose connected with neither chemical, biological, or nuclear weapons, nor cluster munitions, anti-personnel land mines and depleted uranium munitions. Buyer further undertakes not to resell the EOL Products if it is known or suspected by Buyer that they are intended or likely to be used for such purpose.

7.2 **Trade compliance**

Buyer shall comply with all applicable export controls and economic sanctions, embargoes and trade control regulations (“Export Laws”), including, as applicable, the Export Administration Regulations maintained by the U.S. Department of Commerce (“EAR”), trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), export controls and restrictive measures maintained by the U.K. Government, the European Union (the “EU”) and by any EU member-state. Therefore, Buyer shall not sell, export or supply MilDef EOL Products to any individuals or legal entities that are the subject of sanctions or of blocking or asset-freeze measures applicable in the United States of America, in any EU member-state (whether resulting from EU regulations or from a governmental decision) or in the United Kingdom. This shall apply, without limitation, to individuals and legal entities that are on the OFAC List of Specially-Designated Nationals and Blocked Persons, the national list of any EU member-state or the EU Consolidated List. Should the EOL Products be subject to export restrictions, Buyer shall maintain full, true, and accurate records of exports, re-exports, and transfers of MilDef EOL Products purchased for at least five (5) years following the respective dates of such exports, re-exports, or transfers, and Buyer agrees to provide such export-related records to MilDef upon the latter’s request.

7.3 With reference to article 7.2 above, the Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods

supplied under or in connection with this Agreement that fall under the scope of Article 12 g of Council Regulation (EU) No. 833/2014.

- 7.4 Buyer shall undertake its best efforts to ensure that the purpose of article 7.3 is not frustrated by any third parties further down the commercial chain including by possible resellers.
- 7.5 Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of article 7.3.
- 7.6 Any violation of articles 7.3, 7.4 or 7.5 shall constitute a material breach of an essential element of these General Terms and Conditions of Sale, and MilDef shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of an Order or a Contract; and (ii) a penalty of 100 percent of the total value of the applicable Order or Contract, or the price of the EOL Products exported, whichever is higher.
- 7.7 Buyer shall immediately inform MilDef about any problems in applying articles 7.3, 7.4 or 7.5, including any relevant activities by third parties that could frustrate the purpose of article 7.3. Buyer shall make available to MilDef information concerning compliance with the obligations under article 7.3, 7.4 and 7.4 within two (2) weeks of the simple request of such information.
- 7.8 The Parties acknowledge that the subject matter of the Contract may fall within the scope of the provisions set forth by the Wassenaar Arrangements or any successor, substitute or additional body regulating sensitive technologies. Should performance of a Contract legally be prevented by the regulators of the Wassenaar Arrangements or any such other body, such prevention shall be considered as a case of Force Majeure. MilDef shall not be liable to Buyer for any damages resulting from the non-performance of a Contract as a result of the application of any such provisions.
- 7.9 Any violation by Buyer of any provision of this article 7 will be considered a material breach by it of its contractual obligations, entitling MilDef either to suspend the execution of the Contract or to terminate the Contract immediately, and this without prejudice to any other remedy to which MilDef may be entitled as per contractual provisions and/or at law.

8. DATA PROTECTION

- 8.1 MilDef's Privacy Policy ("**Privacy Policy**") is located on MilDef's website at www.mildef.com/privacy. MilDef's Privacy Policy may be amended from time to time in MilDef's sole discretion and is hereby incorporated by reference into these General Terms and Conditions of Sale. Buyer acknowledges that it has read and understood the Privacy Policy. MilDef takes all reasonable steps to comply with all applicable privacy, cybersecurity and data protection laws, including but not limited to the General Data Protection Regulation ("**GDPR**"). If MilDef, in performing its obligations under the Contract, collects or otherwise processes any personal data, as defined by the applicable data privacy law, it shall comply with the applicable data protection laws and regulations. As a data Controller (as defined by the GDPR), MilDef shall only process personal data in accordance with its privacy policy and/or the specific terms agreed upon as part of the Contract or a separate agreement entered into with Buyer and for purposes of performing its obligations under the Contract or a separate agreement entered into with Customer. When acting as a data Processor (as defined by the GDPR), MilDef shall only process personal data provided to MilDef by Buyer in accordance with Buyer's instructions, including the terms

agreed upon as part of the Contract or a separate agreement entered into with Buyer. While MilDef does not intend to transfer personal data to a third country or international organization, from time to time it may become necessary for MilDef to do so. All transfers of personal data will be done in accordance with the Privacy Policy and/or the specific terms agreed upon as part of the Contract or a separate agreement entered into with Buyer. Data subjects have several rights (including a right to request access to and rectification of personal data) that can be exercised by contacting MilDef at privacy@mildef.com.

9. INTELLECTUAL PROPERTIES AND DOCUMENTATION

- 9.1 The information and data (the "Information") contained in any document or support of information supplied by MilDef under an Offer, or a Contract shall remain MilDef's or its third party licensors' exclusive property along with all intellectual property rights (including but not limited to patent rights, copyrights, trademarks, designs) attached thereto. Therefore, no right, title or interest is transferred to Buyer by the Contract in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other intellectual property rights relating to the EOL Products. In particular, to the extent that software is embedded in a EOL Product, the sale of such EOL Product shall not constitute the transfer of ownership rights or title in such software to Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under MilDef's or its third party licensors' intellectual property rights incorporated in the EOL Products (i) to use such software in conjunction with and as embedded in the EOL Products as supplied by MilDef, and (ii) to use such EOL Product in or in conjunction with products of Buyer.
- 9.2 The EOL Product may contain open source software, the use of which is governed by the appropriate license conditions (the Open License Terms). The list of open source software and Open License Terms are included in the product documentation as required. MilDef is not obliged to make the source code of the software available to Buyer except as required by Open License Terms. MilDef may amend the list of open source software at any time. If there is a conflict between the conditions of this Contract and the Open License Terms, the Open License Terms shall prevail. No license fee is charged to Buyer by MilDef for the use of any such open source software. If required by the Open License Terms, MilDef will provide a copy of the source code (or an offer to provide such source code) of the open source software. Notwithstanding anything else to the contrary in this Contract, Buyer, acknowledges and agrees that MilDef provides no warranties and shall have no liability whatsoever in respect of Buyer's use of the open source software.
- 9.3 Except if explicitly otherwise provided in this article 9, Buyer shall not be granted any license, either directly or indirectly, by implication, estoppel, or otherwise, to any patent, trade secret, copyright and/or any other intellectual property right of MilDef. Buyer shall not make any use of the Information other than for the purpose of the Contract or, as the case may be, installing, operating and/or maintaining the EOL Products. MilDef retains and shall retain full ownership of all inventions, designs and processes made prior to or during the course of performance of any Contract resulting therefrom.
- 9.4 Buyer shall keep the Information in strict confidence and shall not disclose any of the Information to any other person than Buyer's employees who need to know such Information for the purposes stated in article 9. Any other disclosure shall be subject to MilDef's prior written approval.

- 9.5 Subject to article 6, MilDef shall indemnify Buyer against any and all claims, costs, expenses or liability directly and solely arising out of the alleged infringement or infringement of patent, copyright, trade secret rights in the country where Buyer has its registered address as a consequence of the use by Buyer of the EOL Products in accordance with their technical specifications, provided that Buyer shall promptly notify MilDef in writing of any claim, that no claim may be made after a period of one (1) year from the date of delivery of the EOL Product giving rise to the claim, that Buyer shall provide all information and assistance required by MilDef concerning the claim or action, that Buyer shall give MilDef the opportunity to defend and settle under the responsibility of MilDef any lawsuit in this respect and that Buyer shall refrain from making any admission, declaration or arrangement with the third party raising such claims. The foregoing obligations to indemnify Buyer shall not apply to MilDef for any alleged infringement or infringement that is due to or based upon (i) the association or combination of the EOL Products with any other article, software, hardware, apparatus or device, and/or (ii) any alteration or modification of the EOL Products which is not made by MilDef, or which is based upon a design supplied by Buyer.
- 9.6 Should a court or an arbitrator finally establish that there has been a patent infringement or should MilDef consider that the EOL Products could be the subject of a claim or suit for infringement, MilDef may choose, at its option, either:
- to obtain the right for Buyer to continue using the EOL Products, and/or
 - to substitute equivalent products for the infringing EOL Products, and/or
 - to modify infringing EOL Products so as to eliminate the infringement, and/or
 - to terminate the Contract.
- 9.7 The foregoing states the entire liability and warranty of MilDef with respect to the infringement of any patent, copyright, trademark or trade secret or of any intellectual property right by the EOL Products or any part thereof.

10. CONFIDENTIALITY

- 10.1 The Parties are obliged to keep confidential all information, business transactions and documents of the other Party, which have been obtained or received prior to entering into the Contract or which the Party will obtain or receive during the term of the Contract. The confidential information shall be treated with such care as the receiving Party apply to its own similar information, unless the circumstances require stricter measures.
- 10.2 The confidentiality obligation shall not apply if the information is publicly known, the information was already known by the Party upon receipt, the information was made available to the Party by third parties without obligation to maintain confidentiality, the information must be made available to third parties for the performance of the contractual obligation (e.g. subcontractors) and those third parties have been committed to secrecy.
- 10.3 MilDef shall have the right to announce entering into a Contract with Buyer or other information concerning a Contract which MilDef is required to publish in accordance with the EU market abuse regulation and the Swedish Securities Market act.

11. TERMINATION

- 11.1 In addition to the termination rights otherwise specified in these General Terms and Conditions of Sale, either Party is entitled to terminate the Contract in writing if the other Party

commits a material breach of the Contract, including repeated breach of the Contract, and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of the receipt of the notice. Such termination shall take effect upon the later of the expiry of such notice, or at the date specified in the notice.

- 11.2 In case of termination by MilDef according to articles 4.5, 7 or 9.6, MilDef shall have the right to either suspend the execution of a particular Order or this Contract as long as the breach is not satisfactorily remedied (when the breach may be remedied) or to terminate the Order and/or the Contract immediately, and this without prejudice to any other remedy to which MilDef may be entitled as per contractual provisions and/or at law.
- 11.3 In the event of termination of the Contract for any reason, the rights and obligations of the Parties under articles 5 (Warranty), 6 (Limitation of Liability), 7 (Trade compliance), 9 (Intellectual properties and documentation), 10 (Confidentiality) and 13 (Applicable law and settlement of disputes) shall remain in full force.

12. MISCELLANEOUS

- 12.1 Neither Party shall, without the express prior written consent of the other Party (which consent shall not be unreasonably withheld) assign to any third party the Contract or any part thereof, except that MilDef shall be entitled, without Buyer's consent to assign the Contract or any part thereof to (i) any affiliated company or to (ii) any third party in connection with a merger, the sale of substantially all of MilDef's assets or a change of control.
- 12.2 The failure of either Party to strictly enforce any of the terms or conditions in any Contract will not be considered a waiver of any right herein. If any term is declared illegal, invalid or unenforceable to any extent, the remainder of the terms and conditions will not be affected thereby, and the illegal, invalid, or unenforceable provision shall be deemed replaced by a provision that is legal, valid and enforceable and that comes closest to expressing the commercial intention of the provision in question.
- 12.3 Neither Party will be responsible for, nor be in default under a Contract due to any delays or failure of performance (except payment obligations) resulting from acts or causes beyond its reasonable control, including without limitation, war, armed conflict, imposition of sanctions, embargo, terrorist attack, civil war, riots, border or customs closure, epidemic or pandemic, explosion or accidental damage, extreme adverse weather conditions, any labor dispute, including but not limited to strikes, industrial action or lockouts, non-performance or delayed performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service, including but not limited to electric power, gas or water. ("**Force Majeure**"). In the event either Party is unable to perform any of its obligations under a Contract because of Force Majeure, the Party who has been so affected shall promptly give notice to the other and will exercise all reasonable efforts to resume performance.
- 12.4 Any notices shall be in writing in the English language, sent in accordance with article 13.1 and shall be deemed to have been duly received (i) in the day of delivery, if delivered personally, (ii) on the next working day in place to which it is sent, if sent by e-mail, (iii) on the seventh (7) calendar day after sending, if sent by registered or certified mail, to the agreed address of the recipient.

13. NOTICES, GOVERNING LAW AND ARBITRATION

13.1 These General Terms and Conditions for Sale and every Contract shall be governed by the respective laws as set out below in this article, which also sets out how claims or disputes arising out of or in connection with these General

Terms and Conditions for Sale or a Contract shall be handled. If Buyer is contracting with a MilDef group company not referred to in the table below, the notice information, governing law and dispute resolution procedures applicable for MilDef Group AB shall apply.

If Buyer is contracting with:	Notices should be addressed to:	The Governing law, without regard to its principles of conflict of laws, is:	Any claim or dispute shall be resolved by arbitration according to the following clause:
MilDef Group AB	Box 22079 250 22 Helsingborg Sweden Email: [mailto:]	Swedish law	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the SCC Arbitration Institute. The place of the arbitration shall be Helsingborg, Sweden, and the language in the proceedings shall be English.
MilDef Products AB	Box 22079 250 22 Helsingborg Sweden Email: [mailto:]	Swedish law	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the SCC Arbitration Institute. The place of the arbitration shall be Helsingborg, Sweden, and the language in the proceedings shall be English.
MilDef International AB	Box 22079 250 22 Helsingborg Sweden Email: [mailto:]	Swedish law	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the SCC Arbitration Institute. The place of the arbitration shall be Helsingborg, Sweden, and the language in the proceedings shall be English.
MilDef Sweden AB	Järgatan 14 19572 Stockholm Sweden Email: [mailto:]	Swedish law	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the SCC Arbitration Institute. The place of the arbitration shall be Helsingborg, Sweden, and the language in the proceedings shall be English.
MilDef AS	Brynsengveien 2 NO-0667 Oslo Norway Email: [mailto:]	Norwegian law	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Oslo, Norway, and the language to be used in the arbitral proceedings shall be English.
MilDef Inc.	630 W Lambert Road Brea, CA 92821 USA Email: [mailto:]	Internal laws of the State of California	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be resolved in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association in effect on the date of the initial request by the claiming Party, that gave rise to the dispute to be arbitrated (as such rules are modified by the terms of this agreement or may be further modified by mutual agreement of the Parties). The arbitral tribunal shall be composed of three arbitrators, and the arbitrators shall consider the dispute at issue in Brea, CA, to the extent practicable within thirty (30) days of the designation of the arbitrators. The decision of the arbitrators shall be final and binding upon the Parties. The final award shall award to the prevailing Party its reasonable attorneys' fees and costs incurred in connection with the arbitration to the extent the arbitrator deems the Party to have prevailed, and may grant such other, further and different relief as authorized by the rules of the AAA. Judgment upon any decision of the arbitrator may be entered into in any court in the United States having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the decision in an order of enforcement.
MilDef Ltd	Building 232/GCC Dragon Way, Bro Tathan West, St Athan, Barry CF62 4AF UK Email: [mailto:]	English law	Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions for Sale or a Contract, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with the said Rules. The place of arbitration shall be London, United Kingdom, and the language to be used in the arbitral proceedings shall be English.