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GENERAL TERMS & CONDITIONS OF SALE

1 July 2026

PREAMBLE

1. These General Terms & Conditions of Sale ("General Conditions") shall apply to goods, materials or equipment and associated documentation (the "Products") provided by Hamamatsu Photonics A/S or its subsidiary companies (the "Supplier"). Any modifications of or deviations from these General Conditions must be agreed in writing.
2. These General Conditions shall apply in addition to and form part of the purchase order or agreement (the "Contract") in writing between the parties concerning supply of the Products and all appendices, including agreed amendments and additions in writing, to the said documents.
3. In case of conflicts between these General Conditions and other elements of the Contract, the other elements of the Contract shall prevail.

PRODUCT INFORMATION

4. All information and data contained in general product documentation shall be binding only to the extent that they are by reference in writing expressly included in the Contract.

PROTOTYPES

5. PROTOTYPE DEVICE(S) MAY NOT FULLY MEET ALL NATIONAL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO SAFETY, ELECTROMAGNETIC COMPATIBILITY (EMC), AND RADIO FREQUENCY (RF) EMISSIONS STANDARDS. AS SUCH, IT IS NOT INTENDED FOR COMMERCIAL USE OR SALE. ANY TESTING OR EVALUATION PERFORMED ON A PROTOTYPE DEVICE IS FOR RESEARCH AND DEVELOPMENT PURPOSES ONLY. BY PLACING YOUR PURCHASE ORDER, YOU ACKNOWLEDGE(D) THAT A PROTOTYPE DEVICE IS NOT YET AUTHORIZED FOR SALE OR DISTRIBUTION IN ANY SPECIFIC jurisdiction. The Supplier disclaims any liability arising from the use, testing, or evaluation of a prototype device. Users are advised to consult with legal and regulatory experts to ensure compliance with applicable national requirements before marketing or selling any final product based on a prototype device.

IP, DRAWINGS AND TECHNICAL INFORMATION

6. The Supplier retains all right, title, and interest in and to (i) all inventions, ideas, processes, methods, know-how, skills and techniques embodied in or represented by the Products, specifications and materials provided by the Supplier to the Purchaser; and (ii) all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered, or conceived by the Supplier or its employees in connection with or used for the development and/or manufacture of the Products, including, but not limited to, patent rights, copyrights, trade secret rights, mask work, design rights, trademark rights and/or other proprietary rights throughout the world.
7. The sale of any Product by the Supplier shall not in any way confer upon the Purchaser, or upon anyone claiming under the Purchaser, any express or implied license to any intellectual property rights of the Supplier.
8. All drawings and technical documents relating to the Products, or its manufacture, submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.
9. Drawings, technical documents, or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used, copied, reproduced, transmitted, or communicated to a third party.

DELIVERY. PASSING OF RISK

10. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.

    If no trade terms have been specifically agreed, the delivery shall be Carriage Paid To (CPT) at the Purchaser's location. The Product will be shipped from the manufacturing site. If this is located in another country than the one of the Purchaser, the Purchaser shall be the Importer of Record (IOR).

    Partial delivery shall be permitted to the extent practically possible and commercially reasonable.

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The Products will be made available for delivery within the applicable lead time as communicated to the Purchaser.

TIME FOR DELIVERY. DELAY

11. If the parties, instead of specifying the date for delivery, have specified a period within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, e.g., official formalities, payments due at the formation of the Contract, securities, etc.
12. If delay in delivery is caused by any of the circumstances mentioned in Clause 43, by an act or omission on the part of the Purchaser, including suspension under Clause 17, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
13. If the Products are not delivered at the time for delivery, the Purchaser shall be entitled to compensation for documented direct loss from the date on which delivery should have taken place.
    The Purchaser shall forfeit its right to such damages if the Purchaser has not lodged a claim in writing for such damages within one month after the time when delivery should have taken place.

INSPECTION OF GOODS ON ARRIVAL

14. The Products delivered shall be visibly inspected immediately on arrival. The Supplier shall be notified in writing without undue delay and not later than five (5) days after the Product has been received of any defect which is discovered through such inspection and for which a claim against the Supplier will be made.

PRICE AND PAYMENT

15. Unless otherwise stated specifically in the offer/quote/quotation or order confirmation all prices are quoted CPT (Incoterms 2020) Purchaser's location with the Purchaser as Importer of Record (IOR). Prices exclude packaging, VAT, turnover tax, customs entry related charges (e.g., customs entry service fee, disbursement fee, customs duty, ISF fee, and MPF fee), and other public charges. Payment, with reference to invoice number, shall be made by wire transfer to the bank account stated on the invoice within 30 days of the date of the invoice. The validity of any offer/quote/quotation is subject to satisfactory customer credit checks.
16. If the Purchaser fails to settle an invoice in due time, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be eight (8) percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be one (1) per cent of the amount for which interest for late payment becomes due.
17. In case of late payment and in case the Purchaser fails to give an agreed collateral by the stipulated date the Supplier may, after having notified the Purchaser in writing, suspend its performance of the Contract until the Supplier receives payment or, where appropriate, until the Purchaser has provided the agreed collateral.
18. The Supplier does not use email to notify its customers of a change to any bank account details. If the Purchaser receives any email purporting to come from the Supplier that seeks to change banking details, then please contact the Supplier immediately by telephone (utilizing the number the Purchaser has on file for the Supplier, and not that provided by email) and do not act on or reply to the email. The Supplier cannot accept responsibility for any loss if the Purchaser does not follow these instructions.

RETENTION OF TITLE

19. Title to the Products shall remain vested in the Supplier until the Supplier has received payment in full for the Products.
    Upon the Supplier's request, the Purchaser shall promptly assist the Supplier in taking any actions necessary to safeguard the Supplier's ownership rights in the Products, including but not limited to, marking or segregating the Products as the Supplier's property.
    In the event that the Purchaser becomes insolvent, enters into liquidation, administration, or any analogous insolvency proceeding, or has a receiver or similar officer appointed over any of its assets, the Purchaser's right to use or sell the Products shall automatically terminate. The Supplier shall be entitled to enter the Purchaser's premises to recover any Products for which payment has not been received in full. The Purchaser shall provide all reasonable assistance to facilitate such recovery.
    Retention of title shall not affect the passing of risk under Clause 10.

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LIABILITY FOR DEFECTS

20. Pursuant to the provisions of Clauses 21-31, the Supplier shall remedy any defect or non-conformity (hereinafter termed Defect(s)) resulting from faulty workmanship.
21. The Supplier shall not be liable for Defects arising out of materials provided or a design stipulated or specified by the Purchaser.
22. The Supplier shall only be liable for Defects which appear under the conditions of operation provided for in the Contract and under proper use of the Products.
23. The Supplier shall not be liable for Defects caused by circumstances which arise after the risk has passed to the Purchaser, e.g., Defects due to faulty maintenance, incorrect installation, or faulty repair, etc. by the Purchaser or to alterations carried out without the Supplier's consent in writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.
24. Unless otherwise stated specifically in the offer/quote/quotation or order confirmation, the Supplier's liability shall be limited to Defects which appear within one (1) year from delivery.
25. The Purchaser shall without undue delay notify the Supplier in writing of any Defect which appears and, in any event, no later than fourteen (14) days after the Purchaser knew of or should have known of the Defect. Such notice shall under no circumstances be given later than two (2) weeks after the expiry of the period given in Clause 24.

    The notice shall contain a description of the Defect which is sufficiently specific for the Supplier to assess the Defect.

    If the Purchaser fails to notify the Supplier in writing of a Defect within the time limits set forth in the first paragraph of this Clause, the Purchaser shall lose its right to have the Defect remedied.

    Where the Defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier in writing. The Purchaser shall bear the risk of damage to the Products resulting from its failure so to notify. The Purchaser shall take reasonable measures to minimize damage and shall in that respect comply with instructions of the Supplier.
26. Subject to Clause 24, on receipt of the notice under Clause 25 the Supplier shall at its own cost remedy the Defect without undue delay, as stipulated in Clauses 21-31. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.
27. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the Defect caused by the Product being located in a place other than the destination stated at the formation of the Contract for the Supplier's delivery to the Purchaser or – if no destination has been stated – the place of delivery.
28. Defective parts which have been replaced shall be made available to the Supplier and shall become its property.
29. If the Purchaser has given such notice as mentioned in Clause 25 and no Defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the actual costs it incurs as a result of the notice.
30. Where the Product has not been successfully repaired within a reasonable time,
    a) the Purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the defective Products, provided that under no circumstances shall such reduction exceed fifteen (15) per cent of the purchase price, or
    b) where the Defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Products or a substantial part of it, the Purchaser may terminate the Contract by notice in writing to the Supplier in respect of such part of the Products as cannot, in consequence of the Defect, be used as intended by the parties. The Purchaser shall then be entitled to compensation for its direct loss, costs, and damages up to a maximum of fifteen (15) per cent of that part of the purchase price which is attributable to the part of the Products in respect of which the Contract is terminated.
31. Save as stipulated in Clauses 21-30 and Clause 32, the Supplier shall not be liable for Defects. This limitation of the Supplier's liability shall not apply if the Supplier has been guilty of gross negligence or willful misconduct.

RETURN MATERIAL AUTHRIZATION (RMA)

32. This section describes the handling of Products returns case of (i) Out of Box Quality and (ii) Warranty Returns.

    (i) Out of Box Quality ("OBQ") means the Products have failed to operate when turned on within the first fourteen (14) days of receipt by the Purchaser. All OBQ Products shall be returned to the Supplier at the Supplier's cost and handled in the following manner:

    a) The Supplier shall prepare Return Material Authorization (RMA) papers

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and provide the Purchaser with the Supplier's shipping account to return the OBQ Products to the designated repair center, or

b) The Supplier shall prepare RMA papers and provide a pickup service from the Purchaser in case the Purchaser cannot use the Supplier's shipping account to return.

c) The Supplier will provide to the Purchaser a commercial invoice template and RMA paperwork.

d) All shipping to be designated as CPT the Purchaser's location (Incoterms 2020) with the Supplier paying all freight and duties from and back to the Purchaser.

e) The Supplier shall repair the OBQ Products as top priority upon return; replacements will only be offered if contemplated by the Contract.

f) For OBQ repairs the original warranty period, re Clause 24, shall apply to the Products upon return to the Purchaser.

(ii) Warranty Returns means the Products have failed within the applicable warranty period for the Products in question. All Warranty Returns shall be returned to the Supplier and handled in the following manner:

a) The Supplier shall prepare Return Material Authorization (RMA) papers and provide commercial invoice template dependent on country requirements.

b) The Purchaser shall ship to the Supplier the Warranty Returns Products at the Purchaser's cost DAP designated Supplier site (Incoterms 2020), and the Supplier shall provide import clearance and pay import duties, when required.

c) The Supplier shall repair the Warranty Returns Products as priority only to be superseded by an OBQ return. The repaired Products will be shipped back to the Purchaser within forty-five (45) working days from receipt of the Products at the Supplier's site. If the repair period is longer than forty-five (45) days, the Supplier will inform the Purchaser by way of a new confirmed ship date.

d) The Supplier shall ship back CPT the Purchaser's location (Incoterms 2020) at the Supplier's cost. The Purchaser provides import clearance and pays all local duties.

e) For Warranty Repairs a warranty period for the Products of either (i) three (3) months or (ii) the remaining portion of the original warranty period, re Clause 24, shall apply to the Products upon return to the Purchaser, whichever is the longest. The accumulated warranty period, including the original warranty period, cannot exceed the original warranty period plus 3 months.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE DELIVERABLE

33. The Supplier shall not be liable for any damage to property caused by the Products after they have been delivered and/or whilst the Products are in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend, and hold the Supplier harmless.

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them based on damage allegedly caused by the Products. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 56.

The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of gross negligence.

INFRIGEMENT BY THE SUPPLIER

34. Supplier warrants that to the best of its knowledge the Products and the production processes applied for manufacturing the Products do not infringe any third party's copyrights, patents, trade secrets, or other proprietary rights. The Supplier, at its expense, will defend the Purchaser against any claim based on an allegation of such infringement, and the Supplier will pay any resulting costs and damages awarded against the Purchaser that are attributable to such infringement and will pay the part of any settlement that is

attributable to such infringement provided that (1) the Purchaser notified the Supplier promptly in writing of the claim; (2) the Supplier was permitted full control of the defense or settlement of the claim; and (3) the Purchaser cooperated reasonably in such defense or settlement at the Supplier's reasonable expense. In its defense or settlement of any such claim, the Supplier may at its discretion: (A) procure for the Purchaser a right to continue using or selling the Products; (B) modify the manufacturing process so that the use or selling of the Products becomes non-infringing but still retains at least the same form, fit, and level of functionality and performance; or (C) replace the Products with equivalent devices not subject to such claim.

35. THE SUPPLIERS' DUTY OF INDEMNIFICATION IS IN LIEU OF ANY AND ALL OTHER REMEDIES OF THE PURCHASER WITH RESPECT TO INFRINGEMENT AND SHALL ONLY BE VALID IN COUNTRIES DESIGNATED BY THE PURCHASER WHEN PURCHASING THE PRODUCTS.
36. THE SUPPLIER DOES NOT WARRANT THAT THE PURCHASER'S PARTICULAR APPLICATION OF THE PRODUCTS DO NOT INFRINGE ANY THIRD PARTY'S COPYRIGHTS, PATENTS, TRADE SECRETS, OR OTHER INTELLECTUAL OR PROPRIETARY RIGHTS.
37. The Supplier shall not be liable for nor shall the Supplier have any obligation to defend and/or settle any claim for any infringement or other violation of any third party's copyrights, patents, trade secrets, or other proprietary rights (i) arising from compliance with or use of the Purchaser's specifications, designs or instructions, or (ii) relating to the Purchaser's use of any product furnished hereunder in combination with any other item(s), whether or not furnished by the Supplier. The Purchaser shall indemnify and hold the Supplier harmless in respect of any claim made against the Supplier relating to (i) or (ii) above. The Supplier shall not be liable to the Purchaser for failure to deliver the Products, or parts thereof, due to circumstances described under (i) and (ii) above.

INFRIGEMENT BY THE PURCHASER

38. The Purchaser agrees to indemnify, defend, and hold harmless the Supplier, its affiliates, officers, directors, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to any indirect infringement (or contributor infringement or infringement by inducement) of any patent, copyright, trademark, or other intellectual property rights that may occur as a result of the Purchaser's use, sale, or distribution of the Products or Services provided by the Supplier.
39. The Supplier shall promptly notify the Purchaser in writing of any claim for which indemnification is sought under this provision. The Purchaser shall have the right to control the defense and settlement of such claim, provided that the Supplier shall have the right to participate in such defense at its own expense.

GENERAL LIMITATION OF LIABILITY

40. THE SUPPLIER SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE PRODUCTS OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF OPPORTUNITY, USE, DATA (OR RESTORATION OF SAME), INCOME OR PROFIT, OR INTERRUPTED OPERATION, NOR SHALL SUPPLIER BE LIABLE FOR ANY POST-PROCESSING OR MISAPPROPRIATE USE, HANDLING OR EXPOSURE OF THE PRODUCTS.
41. THE SUPPLIER CANNOT BE HELD RESPONSIBLE IF THE SUPPLIER'S PRODUCTS FAIL TO PRODUCE THE REQUIRED OR EXPECTED RESULT NOR FOR COSTS DEFRAYED IN VAIN.
42. THE SUPPLIER'S AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT OR CONTRACT BETWEEN THE PARTIES SHALL IN NO EVENT EXCEED THE AGGREGATE OF THE SUMS PAID BY THE PURCHASER TO SUPPLIER DURING THE 12 MONTHS PRIOR TO THE PURCHASER BECOMING AWARE OF THE BASIS FOR A CLAIM (OR SERIES OF CLAIMS BASED ON THE SAME OR SIMILAR GROUNDS) TOWARDS THE SUPPLIER AND, IN THE EVENT FEWER THAN TWELVE (12) MONTHS ARE AVAILABLE FOR CALCULATION OF THE LIMIT, THE LIMIT SHALL BE THE SUM OF (1) THE AMOUNT OF MONTHS AVAILABLE AND (2) AVERAGE AMOUNT PAID BY THE PURCHASER IN THE AVAILABLE MONTHS MULTIPLIED BY THE NUMBER OF MONTHS IN SHORTAGE FOR A TOTAL OF TWELVE (12) MONTHS.

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FORCE MAJEURE

43. Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, global supply turmoil, restrictions in the use of power, currency and export restrictions, epidemics, pandemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

    The party claiming to be affected by Force Majeure shall notify the other party in writing without delay of the intervention and on the expected cessation of such circumstances. If Force Majeure prevents the Purchaser from fulfilling its obligations, the Purchaser shall compensate the Supplier for expenses incurred in securing and protecting the Products.
44. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by written notice to the other party if performance of the Contract is suspended due to Force Majeure for more than six (6) months.

CODE OF CONDUCT

45. To learn more about our Code of Conduct and about our Corporate Social Responsibility (CSR), please visit our homepage at https://lf.hamamatsu.com/about-us/corporate-social-responsibility/

EXPORT CONTROL

46. Supplier's Products might be subject to national or international export control legislation and other legislative requirements or restrictions. Accordingly, it might be necessary for the Supplier to - in collaboration with the Purchaser - obtain approvals from relevant national and/or international authorities prior to shipment. Accordingly, THE SUPPLIER RETAINS THE RIGHT TO CANCEL AND/OR POSTPONE ANY ORDERS AND DELIVERIES FOR WHICH ALL NECESSARY EXPORT CONTROL AND/OR OTHER PUBLIC APPROVALS, REGISTRATIONS, AND/OR FILIINGS HAVE NOT OR CANNOT BE PERFORMED, OBTAINED, AND/OR APPROVED BY RELEVANT AUTHORITIES OR PUBLIC BODIES. The Supplier shall not be liable, whatsoever, for any loss or damage to the Purchaser arising out of the Supplier's cancellation or postponement of an order or delivery based on this Clause.

NO RUSSIA/BELARUS

47. This "No Russia/Belarus" clause is intended to ensure compliance with international laws and regulations. It is not intended to discriminate against any individual or entity based on nationality, ethnicity, or any other protected characteristic.
48. The rights and obligations conferred under the Contract or these General Conditions do not extend to, and shall not be performed within, the territory of the Russian Federation or of the Republic of Belarus (hereinafter individually and jointly referred to as "Russia/Belarus").
49. The Purchaser shall comply with all applicable laws, regulations, and sanctions relating to the exclusion of Russia/Belarus from the scope of this contract. In particular, and in accordance with the EU Russia/Belarus sanctions and other international sanctions in force at any time, the Purchaser is prohibited, and shall refrain, from re-exporting the goods, partly or in full, to or for use in Russia/Belarus.
50. In case the Purchaser is in breach of this "No Russia/Belarus" clause, the Purchaser shall indemnify and hold harmless the Supplier from and against any and all losses, damages, penalties, costs, and expenses (including, but not limited to, the full costs of any sanctions enforcement penalties) arising out of or relating to such breach.
51. A breach by the Purchaser of this "No Russia/Belarus" clause shall be deemed a material breach of the Contract, giving the Supplier – in addition to any other remedies available to the Supplier – the right to terminate the Contract immediately upon written notice to the Purchaser and to cease further deliveries to the Purchaser under the Contract or any other contract.

NO CHINA, HONG KONG, MACAU RE-EXPORT

52. This "No China, Hong Kong, Macau re-export" clause is intended to ensure compliance with applicable rules and regulations. It is not intended to discriminate against any individual or entity based on nationality, ethnicity, or any other protected characteristic.
53. The Purchaser shall refrain from, and hereby undertakes to refrain from, selling, suppling, transferring, or re-exporting, directly or indirectly, any dual-use Products or continuous

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wave lasers/single frequency lasers with a line width less than 10 kHz (generally defined as a laser, which emits light with a single distinct frequency from an optical cavity), which have been provided by the Supplier to the Purchaser, to Mainland China, Hong Kong, and/or Macau.

54. In case the Purchaser is in breach of this "No China, Hong Kong, Macau re-export" clause, the Purchaser shall indemnify and hold harmless the Supplier from and against any and all losses, damages, penalties, costs, and expenses (including, but not limited to the full costs of any sanctions enforcement penalties) arising out of or relating to such breach.
55. A breach by the Purchaser of this “No China, Hong Kong, Macau re-export” clause shall be deemed a material breach of the Contract, giving the Supplier – in addition to any other remedies available to the Supplier – the right to terminate the Contract immediately upon written notice to the Purchaser and to cease further deliveries to the Purchaser under the Contract or any other contract.

DISPUTES AND APPLICABLE LAW

56. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
57. The Contract shall be governed by the substantive law of the Supplier’s country.

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