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Proposal for IFPR Curitiba

HIL Solutions for Academia

Bridging Academia and Industry: Scalable Platforms for Innovation and Impact

Offer ref#: 20260717 1x HIL101 bundle - IFPR Curitiba (BRA)
Offer date: July 17, 2026
Offer valid for 30 days

Offer for:
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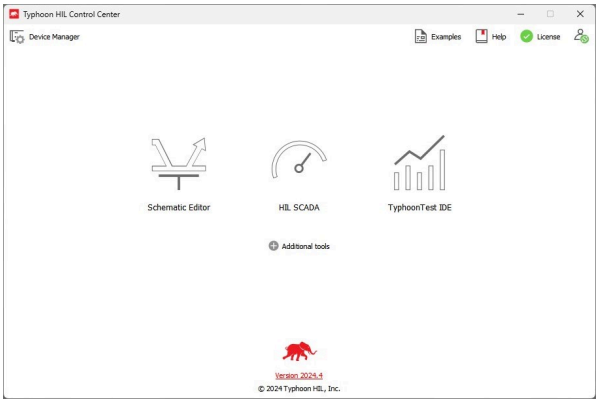
The contents of this document were created for the sole purpose of informing the prospects, partners, and clients of Typhoon HIL, Inc. Any strategic, technical, or business information contained herein are to be treated as confidential and should not be shared, discussed, or disclosed with any person outside the recipient organization in any shape or form without the prior consent of Typhoon HIL, Inc.

Typhoon HIL Software Toolchain

Typhoon HIL Fully Integrated Toolchain - A Unified Platform for Teaching, Research, and Engineering.

Typhoon HIL Control Center

Typhoon HIL empowers students, professors, and researchers with a complete, industry-grade platform for teaching, research, and innovation in intelligent digital power applications. Typhoon HIL Control Center (THCC) is the fully integrated software toolchain for model-based engineering - and, together with flagship HIL simulators, affordable teaching kits, and advanced HIL digital twin testbeds, it offers scalable solutions to fit every academic level and every budget.





Software tools provided at zero additional cost for Academia

Core Typhoon HIL software tools and functionalities are provided to academic users at zero additional cost, including Schematic Editor, HIL SCADA and Typhoon Test, with Virtual HIL Device deployment of models assembled using common component libraries.This ensures that all students and researchers have access to the same industry-grade toolchain used in professional environments, without recurring license fees, feature restrictions, or per-seat limitations.

TyphoonSim

TyphoonSim is a high-speed offline simulator, fully integrated to the THCC. Featured with variable-step capabilities,TyphoonSim offers unparalleled flexibility for power stage and control design, as well as real-time model validation within a single toolchain. TyphoonSim is provided to academic institutions with an unlimited number of installations at zero cost, enabling broad student access, off-campus learning, and long-term curriculum integration without additional licensing or maintenance expenses.

Exceptionally Favorable Total Cost of Ownership for Academia

Typhoon HIL's academic offering is designed for long-term use and budget predictability. Academic customers benefit from zero-cost software updates for the lifetime of the device, an unlimited number of software installations, and full access to communication protocols and advanced modeling capabilities that are often charged as paid add-ons in industrial environments. As a result, the total cost of ownership over the lifetime of a Typhoon HIL system is significantly reduced, making it a sustainable and future-proof investment for teaching and research laboratories.

Typhoon HIL solution offer for

Academia

BUY

Solution Offer

Software Toolchain - Typhoon HIL Control Center

Schematic Editor, HIL Scada and TyphoonTest. Unlimited number of instances Included ($0)
Virtual HIL deployment included.

	Price	QTY	Subtotal
Premium Software Tools			
TyphoonSim for Academia Unlimited number of installations at no cost for Academia.	$0.00	1	$0.00
Academia Premium Software Package Toolchain add-ons include Grid Modernization libraries, the Communication Protocols package, and the TI C2000 Toolbox for automatic code generation. Unlimited number of instances at no cost for Academia.	$0.00	1	$0.00
			$0.00
HIL Device Perpetual device license for Academia. Software Maintenance included during the Active and Classic lifecycle stages of the device.			
◉ HIL101 with HILCore Pro for Academia The entry-level desktop real-time device. 4th generation. IO Channels: 16 x AI; 16 x AO; 32 x DI; 32 x DO. Up to 3 SPC units. GDS Oversampling resolution: 4.5ns. Minimal time-step: 250ns for general electrical system simulation, 4.5ns for UltraCore solver. Communication: Ethernet, CAN, RS232, GPIO, HSSL, JTAG, USB 3.0. Paralleling: Yes (up to 4 HIL101 devices).	$9,200.00	1	$9,200.00
○ HIL404 with HILCore Pro for Academia Desktop real-time device of 4th generation. IO Channels: 16 x AI; 16 x AO; 32 x DI; 32 x DO. Up to 4 SPC units. GDS oversampling resolution: 3.5ns. Minimal time step 200ns for general electrical system simulation, 3.5 ns for UltraCore solver. Communication: Ethernet, CAN, RS232, GPIO, HSSL, JTAG, USB 3.0. Paralleling: Yes (up to 4 HIL404 devices).	$22,000.00	1	$22,000.00
			$9,200.00
Interfaces			
☐ HIL Breakout Board IO Interface with 192 snap-in terminals for all HIL IO pins, without conditioning.	$700.00	1	$700.00
☐ HIL TI Launchpad Interface Interface for connection of Typhoon HIL emulators and C2000 series Launchpads.	$1,300.00	1	$1,300.00
☑ HIL TI Launchpad Interface (Academic Bundle) Academic bundle price: available only when purchased together with a Typhoon HIL simulator. Interface for connection of Typhoon HIL emulators and C2000 series Launchpads.	$700.00	1	$700.00
☐ STM Nucleo - 64 Interface Interface for connection of Typhoon HIL emulators and STM Nucleo-64 series controller.	$1,300.00	1	$1,300.00
☐ STM Nucleo - 64 Interface (Academic Bundle) Academic bundle price: available only when purchased together with a Typhoon HIL simulator. Interface for connection of Typhoon HIL emulators and STM Nucleo-64 series controller.	$700.00	1	$700.00
			$700.00

	Price	QTY	Subtotal
Acessories			
☑ F28379D LaunchPad C2000 series controller board for connection to Typhoon HIL simulators via the HIL TI Launchpad Interface.	$60.00	1	$60.00
			$60.00
Support			
☑ Community support from HIL Academy, Forum, and Relphie (Typhoon HIL Chat Bot)	$0.00	1	$0.00
☐ One year of technical support 10 hours of dedicated support from Typhoon HIL application engineers through ticketing system.	$2,500.00	3	$7,500.00
☐ On-Site Premium Training HIL Power User for 20 attendees, engineer travel and accommodation included.	$15,500.00	1	$15,500.00
			$0.00

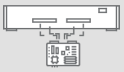
Offer Terms

Payment terms: Advance payment.

Shipping terms: Incoterms 2020. ExWorks, Waltham, MA. USA.

Lead time: Products in stock. 3rd party equipment TBD.

Total	$9,960.00
Future Cost | After first year	$0.00

REAL-TIME DEVICE	INTERFACE	TOOLCHAIN	ENGINEERING SERVICES			SUPPORT
			 MODELLING AND SIMULATION UI	 INTEGRATION	 TEST AUTOMATION	

HIL Devices

Typhoon HIL Real-Time Simulators - Lineup with Lifecycle Timeline






	HIL101	HIL404	HIL506	HIL606
DEVICE GENERATION and SIMULATION CAPACITY	4th GEN	4th GEN	4th GEN	4th GEN
HILCore support	HILCore Pro	HILCore Pro	HILCore Pro HILCore Max	HILCore Pro HILCore Max
MachineCore units supported (Maximum)	1	2+	2+	4+
Distribution network simulation	✔	✔	✔	✔
Custom FW configuration support		Yes	Yes	Yes
TIME RESOLUTION				
Minimum simulation step | General Power Electronics	250 ns	200 ns	200 ns	200 ns
Minimum simulation step | UltraCore Solver	4.5 ns	3.5 ns	3.5 ns	3.5 ns
DI sampling resolution	4.5 ns	3.5 ns	3.5 ns	3.5 ns
IO				
Analog I/O (+/- 10V, 16bit)	16/16	16/16	16/32	32/64
Digital I/O	32/32	32/32	32/32	64/64
CONNECTIVITY				
Ethernet, USB 3.0, CAN, RS232, GPIO, HSSL, JTAG	✔	✔	✔	✔
EtherCAT (master and slave), FDCAN, SFP, QSFP			✔	✔
Time synchronization (PPS and IRIG-B)			✔	✔
PARALLELING	Up to 4 units (HIL101)	Up to 4 units (HIL404)	Up to 16 units (HIL506 and HIL606)	Up to 16 units (HIL506 and HIL606)

Features included with the purchase - Academia Premium Package

HIL devices for Academia are delivered with the highest HILCore tier available, perpetually licensed, and with no maintenance costs.

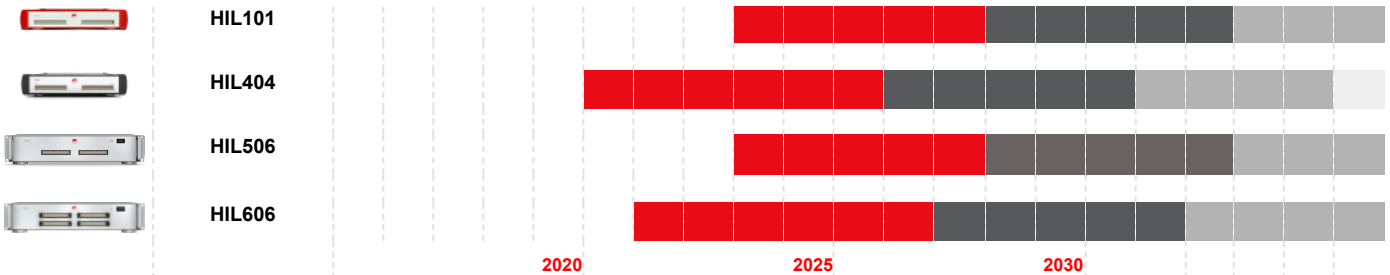
Fundamentals
Electrical circuit solver
Signal Processing and FMI
Rapid Control Prototyping with PWM Modulators

Power Electronics
PWM Oversampling down to 3.5ns (device specific)
UltraCore solver unit(s) for high-fidelity power electronics emulation of selected topologies (down to 3.5ns simulation time step)
Machine Solver(s) and non-linear machine support
Power Loss Calculation

Communication
Ethernet Variable Exchange
Serial Communication
EtherCAT
SFP Simulation Link
OPC

Typhoon HIL Device Lifecycle Stages

ACTIVE	CLASSIC	LIMITED	OBSOLETE
Products with complete lifecycle services available for purchase.	Products with complete lifecycle services available for plant extensions and spare parts. Some product enhancements can be made.	Spare parts and repair services are available as long as materials can be obtained. Compatibility with the latest software version is not guaranteed. Migration to new products is recommended.	Typhoon HIL cannot guarantee availability of lifecycle services for technical reasons or within reasonable cost. Migration to new products is recommended.



HILCore

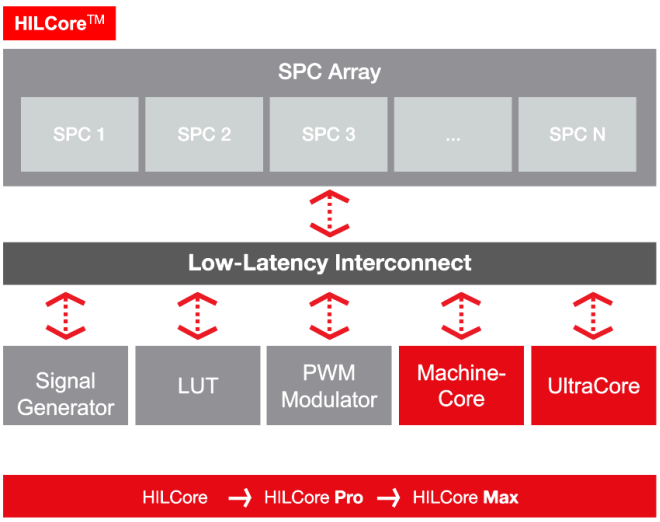
Ultra-low latency solver for high-fidelity simulation of dynamic Power Electronics and Digital Power Systems

HILCore is a comprehensive, high-performance FPGA-based processor built for Hardware-in-the-Loop (HIL) applications in power electronics and power systems. It enables real-time emulation of complex converters, drives, and power networks with high fidelity and nanosecond-level resolution, supporting control algorithm validation and digital twin applications.

Multiple solver units in parallel execution on every HIL device

HILCore comprises a multitude of specialized, highly integrated functional units that are available in multiple configurations. Main functional blocks are:

Solver unit type	Description
SPC	Flexible and programmable solver unit capable of sub-microsecond time steps and nanosecond-level switching resolution. The SPC unit supports both ideal and non-ideal switch models, with advanced features such as real-time calculation of power losses and support for time-varying passive components.
MachineCore	Specialized unit designed to simulate a broad range of electrical machine models, including advanced non-linear models, in lock step with SPC circuit solvers. Furthermore, it offers emulation capabilities for various speed and position sensors.
UltraCore	Advanced circuit solver unit designed specifically for high-frequency SiC and GaN applications. It provides nanosecond-level time steps and is suitable for switching frequencies up to 1 MHz.



In addition, HILCore features additional functional units like:

- PWM modulators,
- PWM analyzers,
- High-resolution signal generators,
- High-speed low-latency paralleling and interfacing,
- 3rd-party proprietary communication interfaces

...that further broaden the application scope of the Typhoon HIL devices.

HILCore tiers

HILCore features a scalable architecture that allows for versatile combinations and parameterization of functional units, making it well-suited to a wide range of HIL devices and application domains. The HILCore processor is available in multiple configurations for each HIL device, organized into three tiers based on resource capacity and advanced feature sets.

HILCore (base tier)	**HILCore Pro**	**HILCore Max**
Basic functional elements with up to 2 SPC units, 1 MachineCore (FPGA machine solver) unti and up to 4 UltraCore enhanced resolution solver units.*	Additional configurations with up to 5 SPCs, some advanced features available.*	Additional configurations with up to 8 SPCs, all advanced features available.*
Included in the price of HIL devices.	Requires HIL Core Pro or HIL Core Max license. Available on all HIL devices.	Requires HIL Core Max license. Available on 5- and 6-series HIL devices.

* Check device tables for more details.

HILCore configurations

HIL101	**HILCore**	**HILCore Pro**		
Configuration	1	1	2	3
SPC units	2	2	3	2
MachineCore units	1	1	0	0
UltraCore units	0	0	0	1
PWM Analyzers		✓		
Nonlinear machines		✓		
Real-time losses		✓	✓	✓

HIL404	**HILCore**	**HILCore Pro**				
Configuration	1	1	2	3	**4**	**5**
SPC units	2	3	4	2	3	3
MachineCore units	1	1	0	1	2	0
UltraCore units	1	0	0	0	0	1
PWM Analyzers		✓				
Nonlinear machines		✓		✓		
Real-time losses		✓	✓	✓		✓

HIL506	**HILCore**	**HILCore Pro**			**HILCore Max**					
Configuration	1	1	2	3	**1**	**2**	**3**	**4**	**5**	**6**
SPC units	2	4	3	6*	4	6	2	3	3	3
MachineCore units	1	0	2	0	2	1	1	3	1	1
UltraCore units	2	1	0	0	0	0	2	0	0	1
PWM Analyzers			✓		✓					
Nonlinear machines			✓		✓		✓	✓	✓	✓
Real-time losses		✓	✓		✓	✓	✓	✓	✓	✓

* No support for high-fidelity Power Electronics converter models.

HIL606	**HILCore**	**HILCore Pro**			**HILCore Max**						
Configuration	1	1	2	3	**1**	**2**	**3**	**4**	**5**	**6**	**7**
SPC units	2	4	3	8*	6	8	4	3	4	5	8
MachineCore units	1	0	2	0	2	1	4	1	1	1	0
UltraCore units	2	1	0	0	0	0	0	2	0	0	0
PWM Analyzers			✓		✓						
Nonlinear machines			✓		✓	✓	✓	✓	✓	✓	
Real-time losses		✓	✓		✓	✓	✓	✓	✓	✓	✓

* No support for high-fidelity Power Electronics converter models.

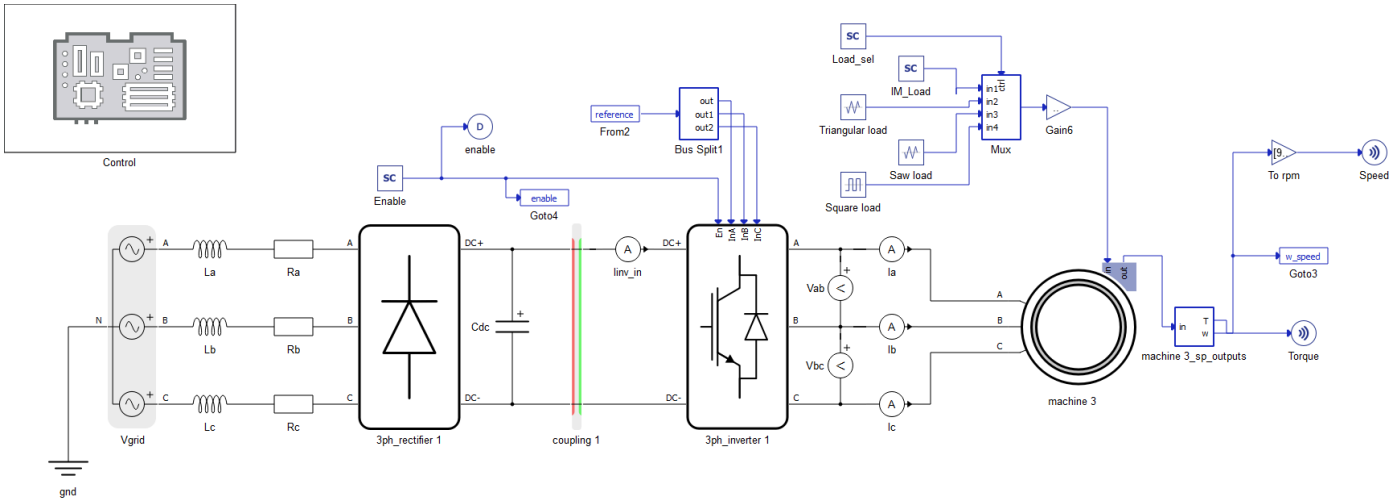
Special offer for Academia

HIL devices for Academia are delivered with the highest HILCore tier available, perpetually licensed, and with no maintenance costs.

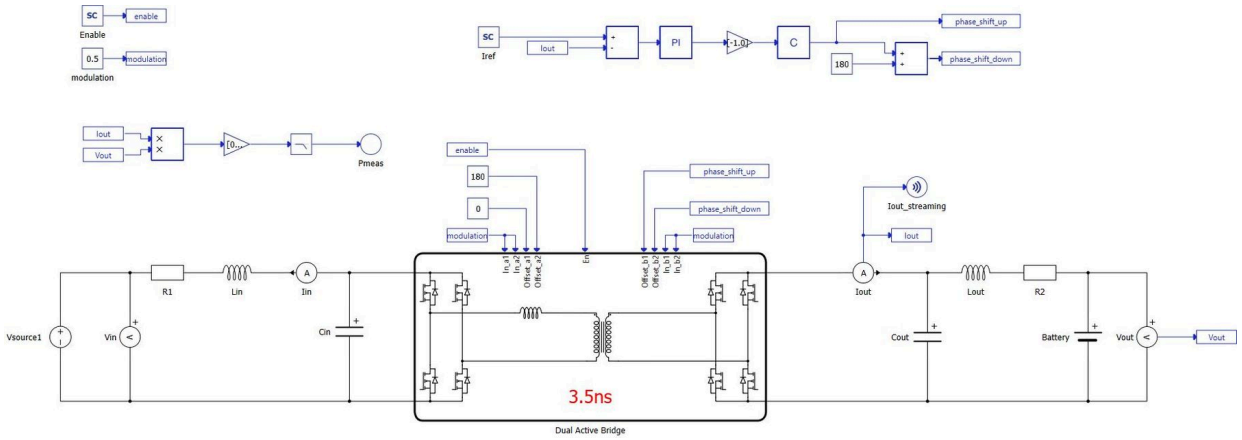
HILCore Custom configurations

In addition to the standard configurations users may request tailored **HILCore** configurations to meet their specific requirements, provided these are within the hardware capabilities of the chosen device.
Running custom configurations requires a HILCore Pro or HILCore Max license.

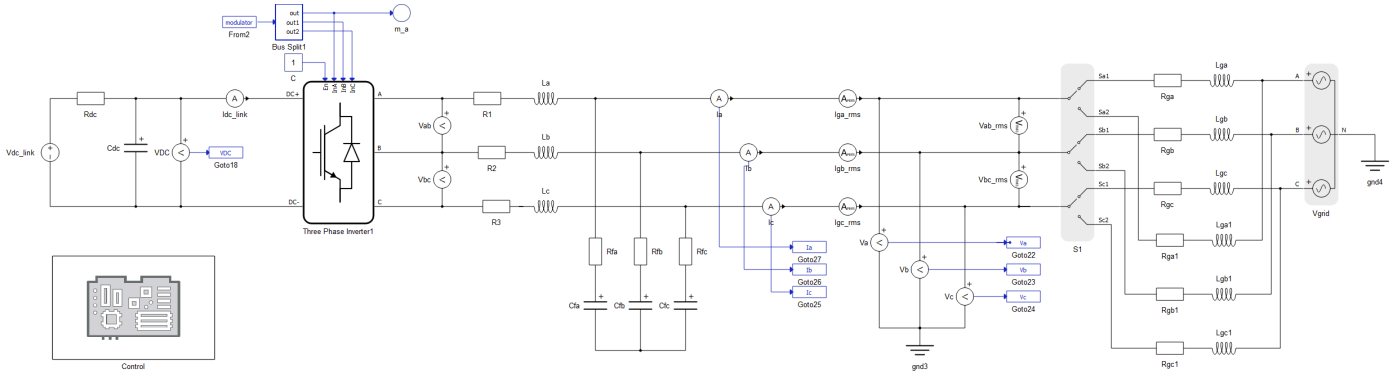
Electrical Drive



High Frequency Isolated DC-DC Converter



Grid Connected converter



Technical Support

Your Premier Destination for Exceptional Service

At Typhoon HIL we understand the critical role that robust technical support plays in ensuring the seamless operation of HIL testing environments. With a dedicated team consisting of seasoned professionals with extensive knowledge of HIL systems and a passion for excellence, we bring a wealth of experience to every support interaction, ensuring quick and effective solutions.

Designed to provide you with the tools, knowledge, and guidance needed to achieve accurate and reliable testing results, Typhoon HIL offers a comprehensive suite of services tailored to meet the unique needs of your HIL setup.



KEY BENEFITS OF OUR TECHNICAL SUPPORT SYSTEM	
Expert Direct Assistance	Access to highly knowledgeable support engineers for real-time troubleshooting, debugging, and guidance on complex setups for HIL systems, software, and models.
Efficient, Tailored Problem Resolution	Prompt solutions enabled by securely sharing detailed project files—such as model schematics (.tse), run configurations (.runx), and Python scripts—allowing engineers to quickly understand and address your specific situation.
Structured and Responsive Communication	Dedicated ticketing system where all inquiries, diagnostic steps, and solutions are thoroughly documented and tracked for easy reference and follow-up.
Expert Guidance	Our support engineers are highly knowledgeable about our products and can provide in-depth assistance that might not be available through general forums or documentation.
Continuous Value Maximization	A professional, subscription-based service dedicated to ensuring smooth operation, delivering timely support for any challenges, and maximizing the overall return on your Typhoon HIL investment.
Team Empowerment and Self-Sufficiency	A comprehensive knowledge base, FAQs, and additional resources designed to help your team independently troubleshoot common issues and find quick answers.

1.Definitions
1.1.Active Lifecycle Phase: means the phase in the lifecycle of each THIL Hardware product in which complete lifecycle services are available for purchase.
1.2.Affiliate: means any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by or is under common ownership or control with THIL by virtue of a controlling interest of 50% (fifty percent) or more of the voting rights or the capital or decision-making control (contractual or otherwise), or was duly authorized to use Typhoon HIL business name.
1.3.Classic Lifecycle Phase: means the phase in the lifecycle of each THIL Hardware product in which complete lifecycle services are available for extensions and spare part replacements, while some product enhancements can be made.
1.4.Contract: means the terms and conditions contained in these GTCs, together with Technical Offer, Offer, Special Terms (if any), and Detailed Technical Specification (if any).
1.5.Contract Price: means the price for supply of the Products and/or Services as finally agreed upon between THIL and Purchaser in the Contract.
1.6.Delivery: means the moment at which THIL places the Products at the disposal of the Purchaser pursuant to the agreed and applicable delivery terms.
1.7.Desktop License: means as defined in Clause 11.1.2.1.1 below.
1.8.Device License Model: means a volume-based license model for HIL Licenses that requires from a Purchaser to obtain entitlements for use of selected THIL Software Products for every THIL Hardware registered with THIL Group for the relevant Purchaser's site.
1.9.General Warranty: means as defined in Clause 13.1.1.1.1 below.
1.10.General Warranty Period: means as defined in Clause 13.1.2 below.
1.11.GTCs: means these General Terms and Conditions.
1.12.HIL Device: means any hardware-in-the-loop device that represents a type of THIL Hardware.
1.13.HIL License: means as defined in Clause 11.1.2.1.2 below.
1.14.Limited Lifecycle Phase: means the phase in the lifecycle of each THIL Hardware product in which (i) spare parts and repair services are available as long as materials can be obtained externally (i.e., outside of the THIL Group), (ii) compatibility with the latest versions of the THIL Software Products is not guaranteed, and (iii) migration to new THIL Hardware is recommended.
1.15.Node License Model: means a volume-based license model for Desktop Licenses that requires from a Purchaser to obtain entitlements for use of selected THIL Software Products for every intended host computer registered with THIL Group for the relevant Purchaser's site.
1.16.Obsolete Lifecycle Phase: means the phase in the lifecycle of each THIL Hardware product in which (i) THIL Group cannot guarantee availability of lifecycle services for technical reasons and/or at reasonable cost, and (ii) migration to new THIL Hardware is strongly recommended.
1.17.Offer: means written offer provided by THIL to the Purchaser setting out, inter alia, relevant price, terms, and conditions for provision of the specific Product and/or Services to the Purchaser. Each Offer shall be valid for 30 days from its dispatch by THIL, unless other deadline is provided in the Offer itself.
1.18.Offer Acceptance: means the written acceptance of the Offer by the Purchaser in the substance and form appended to these GTCs.
1.19.Party or Parties: means each of THIL and the Purchaser or both of them collectively.
1.20.Perpetual License: means as defined in Clause 11.1.4.1.2 below.
1.21.Products: means equipment, parts, material, supplies, devices, accessories, THIL Hardware, THIL Software Products, and other goods or products as exhaustively specified in the Offer.
1.22.Purchaser: means the entity or person to which THIL is providing Products and/or Services under the Contract.
1.23.Sanctions Agency: means any government, authority, or regulatory body (whether international, national, or otherwise) that is legally authorized to administer, impose, enforce, or monitor economic sanctions, export controls, or trade restrictions, including, but not limited to, the United Nations Security Council, the European Union, the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), the U.S. Department of State, Her Majesty's Treasury or the Office of Financial Sanctions Implementation (OFSI) in the United Kingdom, and similar authorities in other jurisdictions.
1.24.Services: means all labor, advisory, technical, engineering, installation, consulting, or other services as specified in the Offer.
1.25.Site License Model: means a volume-based license model for Desktop or HIL Licenses that requires from a Purchaser to obtain entitlements for use of selected THIL Software Products for every registered user, host computer, or THIL Hardware registered with THIL Group for the relevant Purchaser's site.
1.26.Software Maintenance: means as defined in Clause 11.2 below.
1.27.Special Terms: means special terms and conditions with regard to supply of the Products and/or Services agreed by the Parties and set out in the Contract.
1.28.Specification Freeze: means the moment in time THIL and the Purchaser have agreed the Detailed Technical Specification for a Custom Solution.
1.29.Subscription License: means as defined in Clause 11.1.4.1.1 below.
1.30.Technical Offer: means the technical offer prepared by THIL for a Purchaser pursuant to initial technical specifications provided by the Purchaser and pursuant to which THIL prepares an Offer.
1.31.THIL: means any entity of the THIL Group.
1.32.THIL Control Center: means a software tool that serves as the central hub for configuring, controlling, and monitoring THIL simulation environment, which integrates all THIL Software Products.
1.33.THIL Functional Libraries: means THIL Toolchain add-ons that include licensed libraries and software packages provided by THIL and other authorized entities for use in combination with THIL Software Products.
1.34.THIL Group: means Typhoon HIL, Inc., Typhoon HIL GmbH, Tajfun HIL DOO, Typhoon HIL Japan G.K., and/or any Affiliate of the aforementioned entities.
1.35.THIL Hardware: means any type of hardware produced by THIL.
1.36.THIL Software Products: means (i) THIL Software Tools; (ii) THIL Functional Libraries; (iii) THIL RT (Real-Time) Modules; and (iv) any other type of software owned by THIL from time to time that is used to operate computers and/or THIL Hardware including but not limited to applications, middleware, and firmware software, as well as libraries and documentation that may be associated with each Product.
1.37.THIL Toolchain: means a collective designation for all THIL Software Tool.
1.38.THIL RT (Real-Time) Modules: means real-time functionalities that include: HILCore, HILCore Pro, HILCore Max, and Selection of Communication Protocols; as well as other add-ons licensed for use with THIL Hardware, designed by THIL from time to time.
1.39.THIL Software Tools: means software applications featured in THIL Toolchain that include: Schematic Editor; HIL Scada; Typhoon Test; Typhoon Sim; and Typhoon Hub; as well as any other software tools designed by THIL from time to time.
1.40.THIL Website: means https://www.typhoon-hil.com/.
1.41.User License Model: means a volume-based license model for HIL Licenses that requires from a Purchaser to obtain entitlements for use of selected THIL Software Products for every intended user registered with THIL Group for the relevant Purchaser's site.
1.42.Warranty for HIL Devices: means as defined in Clause 13.1.1.1.2 below.
1.43.Warranty Period for HIL Devices: means as defined in Clause 13.1. 2 below.
2.General
2.1.These GTCs apply to any offer, sale or supply of Products and/or Services by THIL.
2.2.These GTCs shall apply and have priority over any other conditions, notwithstanding anything to the contrary in the Purchaser's request for quotation, purchase order, any other document or agreement, unless deviations from these GTC are explicitly agreed upon in writing between authorized representatives of THIL and the Purchaser.
3.Prices
3.1.Except for taxes levied on THIL on net income, prices are exclusive of all taxes, duties, fees, interest, or other charges of any nature, including but not limited to value added taxes, sales, transfer, turnover, use or any other taxes, import, export, customs or any other duties or fees, administrative fees, or any other similar charges (hereinafter: the "Taxes"). Any such Taxes shall be borne and paid by the Purchaser and, if levied on THIL, the Purchaser shall reimburse THIL for any penalties, costs, assessments, and interest relating thereto.
3.2.Unless provided otherwise in the Offer, all travel expenses incurred with the provision of Services shall be for the account of the Purchaser. Travel expenses include: (a) fares for journey by rail, sea, air, car, and/or bus; (b) carriage, freight, and customs duties as well as insurance due in connection with personal effects, instruments, and tools required for the provision of the Services, including necessary costs for overweight on air freight; and (c) all out-of-pocket expenses incurred by THIL and its staff and/or contractors for the Services ordered by the Purchaser, such as Internet use, and telephone calls.
4.Payment Terms
4.1.Except as otherwise agreed by THIL in writing, the following payment terms shall apply for each Contract:
4.1.1.all Contract Prices are with 1/10 NET30 payment terms;
4.1.2.notwithstanding Clause 4.1.1., in case of a Custom Solution (as defined in Clause 7.1.2), the Contract Price payment shall be in the following installments: (i) 30% (thirty percent) of the price payable within 15 days following the Offer Acceptance; (ii) 40% (forty percent)] of the price payable within 15 days following the Specification Freeze; and (iii)remaining 30% (thirty percent) of the price payable within 15 days following the SAT. In addition, in case of Custom Solutions, the permitted final Contract Price fluctuation shall be in the range of +/-10% (plus /minus ten percent) compared to the Contract Price set out in the Offer, as a result of which the final installment amount shall be duly adjusted by THIL prior to the issuance of the relevant invoice;
4.1.3.each payment by the Purchaser shall be made in full, free and clear of all deductions, withholding, or offset. Payment shall only be deemed to have been effected when THIL's account has been fully and irrevocably credited;
4.1.4.if the Purchaser deducts or withholds any Taxes, the Purchaser shall pay additional amounts to THIL to cause the amounts THIL actually receives net of deducted or withheld Taxes to equal the full Contract Price. The Purchaser shall provide to THIL within one-month accurate official receipts from the appropriate governmental authority for deducted or withheld Taxes; and
4.1.5.in case payment of invoices by the Purchaser is delayed, THIL shall be entitled to charge a late payment interest of 1.5% (one point five percent) or the maximum permitted by law whichever is less on any amount overdue for payment for each calendar month or fraction thereof and THIL's collection efforts including reasonable attorney and other advisor fees until payment is received.
5.Delivery of Products
5.1.Unless stated otherwise in the Contract, all the Products are shipped under EXW (Ex Works) shipping terms (Incoterms 2020 or any subsequent Incoterms issued from time to time).
5.2.In the event the Contract provides for shipping terms other than EXW, the shipment is organized at an additional charge through one of the external courier companies that THIL has a contract with. In addition, the following terms shall apply to such delivery:
5.2.1.the Purchaser shall be deemed to have accepted the Products as being in compliance with the Contract, unless the Purchaser has notified THIL in writing of any shortages, errors, deviations, or damages within 5 (five) calendar days from delivery of the Products;
5.2.2.delivery of the Products in installments, partial delivery, or delivery in advance to the delivery schedule shall be permitted; and
5.2.3.delivery times are approximate and are dependent, amongst other, on receipt of information required by THIL.
5.3.Irrespective of the shipment terms, THIL shall retain a lien over the Products until the Purchaser has in respect of such Products:
5.3.1.made payment in full in cash; and
5.3.2.paid all other sums which are or which become due to THIL under the terms of the Contract.
5.4.In the event THIL is delayed in performing any of its obligations under the Contract due to any cause not directly and solely attributable to THIL, THIL shall have the right to an extension of time and compensation for additional cost resulting from such delay.
5.5.If any Products cannot be delivered to or received by the Purchaser when ready due to any cause not directly attributable to THIL, THIL shall notify the Purchaser and then may ship the Products to a storage facility, including a facility within the place of manufacture, or to an agreed freight forwarder. If THIL places the Products in storage or if the Products are detained at any port, the delivery of the Products shall be deemed to be completed in accordance with the Contract, and the following conditions shall apply: (i) all risk of loss or damage shall immediately pass to the Purchaser if they had

not already passed; (ii) any amounts otherwise payable to THIL upon delivery or charges incurred by THIL, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, demurrage, removal, and any Taxes, shall be payable by the Purchaser upon submission of THIL's invoices; and (iii) when conditions permit and upon payment of all amounts due hereunder, THIL shall resume delivery of the Products to the originally agreed point of delivery.

6.Performance of Services

6.1.Unless any claims for non-conformity of the Services are made in writing by the Purchaser to THIL within 3 (three) calendar days of completion of the Services, the Purchaser shall be deemed to have accepted the Services provided by THIL as being in accordance with the Contract.

6.2.For THIL's performance of the Services, the Purchaser shall provide (at its cost) THIL and/or its personnel with:

6.2.1.free access to the relevant work site, all the necessary assistance enabling THIL to apply for and obtain any visas and/or working, exit, or residence permits necessary for THIL to perform its obligations under the Contract;

6.2.2.assistance regarding any customs formalities;

6.2.3.information regarding local laws, as well as travel, general safety, and working conditions;

6.2.4.necessary fuel, lubricants, water, electricity, and cleaning facilities; and

6.2.5.air-conditioned facilities with available potable water for THIL's personnel.

6.3.If the Purchaser provides or requests THIL to install, assemble, maintain, service, and/or repair any non-THIL parts, THIL reserves the right to reject such request and to terminate the Contract or a part thereof. In the event THIL agrees to the Purchaser's request, the Purchaser agrees to save, indemnify, and hold harmless THIL against any and all losses, claims, expenses, liabilities, damages, and costs whatsoever caused by or related to, whether directly or indirectly, the non-THIL parts.

7.Lead Time

7.1.Unless stated otherwise in the Contract, the Products and Service are available for purchase with the following lead time:

7.1.1.off-the shelf Products, including HIL Devices, HIL Connect, and standard accessories and cables are available with a lead time of up to 4 (four) weeks from the Offer Acceptance. Exact lead time can vary depending on the period and stage of the production cycle in which the order was received but in most cases these devices are kept in stock;

7.1.2.custom solutions, including but not limited to the Services, third-party equipment integration, custom interface development, and other "made to order" items (hereinafter: the "Custom Solution"), require a detailed technical specifications concerning, inter alia, requirements for hardware and software development for the requested Products and/or Services, which shall be discussed and agreed between THIL and the Purchaser immediately following the Offer Acceptance (hereinafter: the "Detailed Technical Specification"). Lead time for each Custom Solution is specified in the Contract, and starts to run after the Specification Freeze.; and

7.1.3.on-site training lead time must be requested at least 3 (three) weeks ahead by defining a proposed training date and list of planned attendees. This lead time is not necessarily dependent on other Products and Service set out in the Contract. However, possible visa and/or other travel-related arrangements shall have an impact on the timing for deployment of THIL staff.

8.Change Orders

8.1.Either Party may request changes to the scope, specifications, design, quantity, functionality, timeline, or other aspects of the Products and/or Services (hereinafter: each a "Change Request").

8.2.Upon receipt of a Change Request, the receiving Party shall review it in good faith and respond within a reasonable period (typically within 10 (ten) working days) indicating whether the requested change is acceptable, and if so, the impact (if any) on:

8.2.1.pricing;

8.2.2.delivery schedules;

8.2.3.resource allocation or lead times; and

8.2.4.any other contractual terms.

8.3.No Change Request shall be effective or binding unless and until it is agreed in writing and signed by duly authorized representatives of both Parties (hereinafter: a "Change Order").

8.4.THIL shall be entitled to suspend performance of any affected part of the Contract until the Change Order is agreed, without liability for delay or cost increase during such period.

8.5.Unless otherwise agreed in the Change Order, all other provisions of the Contract shall remain in full force and effect.

9.Product Lease

9.1.The Products can be leased, in which case such arrangement shall be explicitly set out in the Special Terms (hereinafter: the "Product Lease"). In case of the Product Lease, the Special Terms shall specify:

9.1.1.Product's list price;

9.1.2.lease period and its commencement (hereinafter: the "Lease Period"); and

9.1.3.individual amounts and frequency of lease payments (hereinafter: the "Lease Payments").

9.1.4.THIL retains ownership over the Product throughout the Lease Period. However, unless otherwise stated in the Special Terms, at the end of each 12-month period during the Lease Period, the party leasing the Product can opt to buy the leased Product by paying its residual value.

9.1.5.Notwithstanding the provisions related to the warranty periods set out in Clause 13 of the GTCs, the Product warranty shall extend throughout the entire Lease Period.

9.2.Unless otherwise set out in the Special Terms, the following is the schedule of annual (i.e., representing consecutive 12-month periods) reduction of residual value of the Products that shall apply to each Product Lease:

9.2.1.80% (eighty percent) of the Product's list price at the end of the first annual period;

9.2.2.65% (sixty-five percent) of the Product's list price at the end of the second annual period;

9.2.3.40% (forty percent) of the Product's list price at the end of the third annual period;

9.2.4.25% (twenty-five percent) of the Product's list price at the end of the fourth annual period;

9.2.5.15% (fifteen percent) of the Product's list price at the end of the fifth annual period; and

9.2.6.0% (zero percent) of the Product's list price at the end of the sixth annual period.

10.Product Upgrade

10.1.Each Purchaser may request from THIL to exchange its Product for a new, more advanced or higher-end Product from THIL's Product offering (hereinafter: the "Upgrade"). In such case, THIL shall inform the Purchaser if it accepts such request (e.g., subject to new Product's availability) and, if so, it shall offer to the Purchaser the price for the new Product, taking into account the residual value schedule set out in Clause 8.2. above.

10.2.Together with the pricing offer for the new Product, THIL shall offer to the Purchaser new license terms taking into account, inter alia, the Purchaser's current license arrangements and the type of new Product being purchased.

11.Licensing

11.1.License for THIL Software Products

11.1.1.THIL grants each Purchaser of the THIL Software Products a nonexclusive license to use THIL Software Products, up to the level of authorized use (e.g., number of per device/person licenses), for the time periods, and in accordance with the commercial and other terms as specified in the Offer and/or GTCs, subject to the Purchaser's registration as a licensed user of THIL Software Products in accordance with the instructions set out at THIL Website.

11.1.2.The following are different licenses for THIL Software Products depending on relevant deployment platform:

11.1.2.1.1.Desktop License – which is applicable to THIL Functional Libraries and THIL Software Tools; and

11.1.2.1.2.HIL License – which is applicable to THIL RT (Real-Time) Modules.

11.1.3.As a general matter, a Desktop License can be acquired through User License Model, Node License Model, and Site License Model, while a HIL License can be acquired through Device License Model and Site License Model.

11.1.4.The following are licenses for THIL Software Products depending on their time-validity:

11.1.4.1.1.Subscription License – which is limited in time; and

11.1.4.1.2.Perpetual License – which is unlimited in time.

11.1.5.Unless set out otherwise in the Offer, the following THIL Software Tools are provided to the Purchasers free of charge: Schematic Editor; THIL Scada; and Typhoon Test, while use of other THIL Software Tools is subject to a charge set out in the Offer.

11.2.Software Maintenance

11.2.1.All registered users of the THIL Software Products with active maintenance rights are entitled to download and install new versions of the THIL Software Products released during the licensed period, and use updates and features made available as a part of the standard software maintenance (hereinafter: the "Software Maintenance").

11.2.2.In general, the Software Maintenance is subject to an extra charge. However, each purchase of a Perpetual License includes one (1) year of Software Maintenance. Also, Software Maintenance cost is included in each Subscription License.

11.3.Support

11.3.1.All registered users of the THIL Software Products with active support rights are entitled to submit support requests to THIL in relation to the THIL Software Products. Such requests shall be submitted in the manner set out at https://www.typhoon-hil.com/support.

11.3.2.THIL Hardware in Limited Lifecycle Phase and Obsolete Lifecycle Phase that are no longer compatible with the current THIL Control Center release do not qualify for support.

12.Site Acceptance Testing

12.1.In case of Custom Solutions, when installation has been completed, final site acceptance testing of the delivered Products and/or Services shall be conducted, unless otherwise agreed, at the relevant Purchaser's or other location and premises set out in the Offer or Special Terms (if any) (hereinafter: the "SAT").

12.2.Unless otherwise specified in the Offer or Special Terms, the SAT shall be conducted by 1 (one) representative of THIL and 1 (one) representative of the Purchaser on workdays, the date(s) of which shall be agreed by THIL and Purchaser in writing sufficiently in advance, within normal working hours applicable for the location in question, but which shall in no event exceed 8 (eight) hours per calendar day, while the entire SAT shall not exceed 3 (three) working days.

12.3.In the event that, during the SAT, the relevant Products and/or Services display or otherwise demonstrate lack of conformity with the applicable Detailed Technical Specification, THIL shall have a reasonable period of time to cure such defect(s), after which a new SAT shall be conducted immediately or, if this is not possible, the new SAT shall be scheduled and conducted in accordance with Clause 13.2. above.

12.4.Upon successful completion of the SAT, THIL and the Purchaser shall execute a joint written confirmation of the successful SAT completion (hereinafter: the "SAT Confirmation"), in the substance and form provided by THIL, which shall constitute the proof of the successful SAT completion as well as the takeover of the Products and/or Services.

12.5.In the event the Purchaser rejects to execute the SAT Confirmation even though the SAT has been successfully completed, THIL shall be authorized to proclaim the SAT to be successfully completed and unilaterally execute the SAT Confirmation, which shall constitute the proof of the successful SAT completion as well as the takeover of the Products and/or Services. Similarly, in the event that the Purchaser is rejecting THIL's request to schedule and conduct SAT made in accordance with Clause 13.2. or is otherwise not responding to 2 (two) requests to schedule the SAT made by THIL, or is absent or refrains from participating in a scheduled SAT, or is precluding THIL staff from participating in the scheduled SAT, it shall be deemed that the Purchaser rejects to execute the SAT Confirmation and THIL shall be entitled to unilaterally execute the SAT Confirmation, which shall constitute the proof of the successful SAT completion as well as the takeover of the Products and/or Services.

12.6.Partial acceptance of Products and/or Services shall be permitted where components of a larger system meet requirements independently. The provisions of Clauses 13.1.-13.5. shall apply, mutatis mutandis, to such partial acceptance.

13.Warranty
13.1.Product Warranty
13.1.1.THIL provides and guarantees the following warranty types:
13.1.1.1.1.General Warranty – which covers all the Products except for HIL Devices; and
13.1.1.1.2.Warranty for HIL Devices – which covers HIL Devices.
13.1.2.Unless otherwise provided in the Contract, the General Warranty period is 2 (two) years (hereinafter: the “General Warranty Period”), while the Warranty for HIL Devices lasts until the end of the Classic Lifecycle Phase for the HIL Device in question but in any event not shorter that the minimum applicable statutory warranty period (hereinafter: the “Warranty Period for HIL Devices”).
13.1.3.The General Warranty includes/assumes that:
13.1.3.1.1.full coverage of repair, handling, and shipping costs throughout the General Warranty Period;
13.1.3.1.2.maximum repair time of up to 30 (thirty) calendar days, excluding any related shipping time; and
13.1.3.1.3.no temporary replacement devices are provided during the repair period.
13.1.4.Warranty for HIL Devices includes/assumes that:
13.1.4.1.1.repair and handling costs are born by THIL for HIL Devices in Active and Classic Lifecycle Phases;
13.1.4.1.2.repair or replacement of HIL Devices, except if the damage/malfunction was a result of an intentional action;
13.1.4.1.3.shipping costs arising from repairs and/or replacements of HIL Devices are born in full by THIL throughout the first 2 (two) years of the Warranty Period for HIL Devices;
13.1.4.1.4.maximum repair time of up to 30 (thirty) calendar days, excluding any related shipping time; and
13.1.4.1.5.no temporary replacement devices are provided during the repair period.
13.1.5.If the Products do not meet the warranty types set forth in Clause 13.1.1. above, the Purchaser shall promptly, however at the latest within 7 (seven) calendar days after the Purchaser became aware or should have become aware thereof, and in any event on or before the expiry of the applicable warranty period, notify THIL in writing. If the Purchaser fails to notify THIL according to the foregoing, it loses its right to have the defect remedied and to submit any claim related to such defect. Upon timely notification, THIL shall, at its sole option, repair or replace the defective Products. Unless otherwise provided by the Contract and/or GTCs, the Purchaser shall bear the costs of access (including removal and replacement of systems, structures, or other parts of the Purchaser’s facility), dismantling, decontamination, reinstallation, and transportation of the Products to THIL and back to the Purchaser.
13.1.6.The warranty period for the replaced parts or Products shall run for 6 (six) months from the date when the repaired or replaced part or Product has been placed in service or the expiration of the remainder of the original warranty period applicable to the Product, whichever is longer.
13.1.7.Clause 13.1.1. notwithstanding, THIL does not warrant Products (irrespective of whether as originally supplied or as repaired or replaced):
13.1.7.1.1.against normal wear and tear;
13.1.7.1.2.used in a manner contrary to THIL’s instructions;
13.1.7.1.3.comprising of material provided by or a design specified by the Purchaser;
13.1.7.1.4.installed or commissioned by an unqualified person or entity; and/or
13.1.7.1.5.repaired, maintained, and/or modified against or otherwise not in compliance with THIL’s recommendations or instructions.
13.2.Service Warranty
13.2.1.Unless otherwise agreed in each respective Contract, THIL warrants that the Services shall be free of defects in workmanship for a period of 3 (three) months after completion of the Services (hereinafter: the “Service Warranty Period”).
13.2.2.If the Services do not meet the warranty set forth in Clause 13.2.1., the Purchaser shall promptly, however at the latest within 7 (seven) calendar days after the Purchaser became aware or should have become aware thereof, and in any event on or before the expiry of the Service Warranty Period, notify THIL in writing. If the Purchaser fails to notify THIL according to the foregoing, it loses its right to have the Services re-performed and to submit any claim related to such defect. Upon timely notification, THIL shall re-perform the Services in accordance with the conditions set forth in these GTCs.
13.2.3.The warranty period for the Services that have been re-performed shall run for 1 (one) month from the date of completion of the re-performed Services, or the remainder of the Service Warranty Period, whichever is longer.
13.3.Joint Warranty Provisions
13.3.1.For any warranty claim, the Purchaser shall have the responsibility to establish that its claim is covered by THIL’s warranty.
13.3.2.The warranties specified under this Clause 13 are exclusive and in lieu of all other warranties of quality, quantity, and performance, whether written, oral or implied, which are hereby disclaimed. Namely, nothing in these GTCs or each Contract shall be construed to provide for any implied warranties by THIL.
13.3.3.The remedies stated herein constitute the Purchaser’s exclusive remedies and THIL’s entire liability for any breach of warranty. THIL does not warrant, neither expressly nor impliedly, the Products’ or Services’ merchantability or fitness for a particular purpose.
14.Limitation of Liability
14.1.In no event, whether as a result of breach of contract, breach of warranty, tort, breach of statutory duty or otherwise shall THIL be liable for any indirect, contingent, special, consequential, or incidental damages whatsoever and however caused or arising, nor for losses or damages caused by reason of, including but not limited to, unavailability of the Products and/or Services, shutdowns, loss of use, loss of profit or revenue, loss of reputation, loss of use or corruption of software, loss of data or loss of information, cost of purchased or replacement power, cost of substituted equipment, pollution remediation cost, claims from the Purchaser’s customers, claims from any third party against the Purchaser and its stakeholders, damage to any equipment and property.
14.2.In no event shall THIL, its suppliers, sub-contractors, employees, and Affiliates, be liable for any damage to equipment or property caused by the Products after delivery.
14.3.Notwithstanding any other provision of the Contract, in no event shall THIL’s aggregate liability to the Purchaser arising under or in connection with each Contract, whether in contract, tort, breach of statutory duty, or otherwise exceed in total 10% (ten percent) of the Contract Price. This limitation does not exclude or limit THIL’s liability for events arising from its fraud, fraudulent misrepresentation, gross negligence, or willful misconduct.
14.4.THIL’s liability shall terminate upon the expiration of the applicable warranty period (as these are set out in more detail in Clause 14. above).
14.5.The limitation of liability as defined in this Clause 15. shall prevail notwithstanding anything to the contrary in any other provision in each Contract.
14.6.If the Purchaser is supplying the Products to a third party, the Purchaser shall require the third party to agree in writing to be bound by this Clause 15. If the Purchaser does not obtain such consent for THIL’s benefit, the Purchaser shall indemnify, defend, and hold THIL harmless from and against any and all claims made by any third party in excess of the limitations and exclusions of this Clause 15.
15.Export Control
15.1.The Purchaser acknowledges and agrees that any supply of the Products and/or Services shall be subject to all applicable domestic and/or foreign laws and regulations regarding export control, which shall be applicable to the Contract according to the wording valid at the time. The Purchaser shall neither directly nor indirectly export, re-export, or import, any supply from or provided by THIL to any jurisdiction for which an import or export license or any other license, permit, consent or approval (hereinafter: the “Approval”) is required without first obtaining such Approval. The Purchaser shall undertake that all third parties receiving such supply from the Purchaser comply with this requirement.
15.2.Unless otherwise stated in an individual Contract, the Products and/or Services are provided on strict condition that:
15.2.1.the Products and/or Services are solely for civil use; and
15.2.1.the Products and/or Services are not to be supplied to any jurisdiction, whether directly or indirectly, or for any application where such supply or application is prohibited by any applicable law or regulation.
15.3.The Purchaser must not re-sell or otherwise supply in whatsoever way the Products to any third party of which the Purchaser knows or is supposed to know that it intends to use the Products in any way **violating Clauses 16.1. and/or 16.2. of these GTCs.**
15.4.If requested, the Purchaser shall provide THIL with an end-user certificate signed by the Purchaser’s authorized representative, which shall be subject to THIL’s reasonable approval, and confirming that the end-user shall comply with **Clause 16.2. above**, or any other information requested by THIL. Until it has received such certificate or information, THIL shall be entitled to suspend the performance under the Contract. The end-user certificate shall form part of the Contract.
15.5.Any breach by the Purchaser or anyone for whom the Purchaser is liable (which shall, without limitation, include the end-user) of any of the provisions in this Clause 16., shall be deemed a material breach of each Contract by the Purchaser, and shall entitle THIL to terminate the Contract forthwith by notice to the Purchaser. In the event of such termination or otherwise, the Purchaser shall compensate THIL for any damage and loss sustained as a result of such breach of the Contract and shall keep THIL, and any of its Affiliates, and their respective officers, directors, and employees indemnified against any claims and liabilities arising out of such breach.
15.6.Trade Controls:
15.6.1.The Parties agree to comply with all applicable sanctions and export control laws in connection with each Contract. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit, or restrict certain activities including, but not limited to (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; and (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the applicable individual order made by the Purchaser (hereinafter: the “Individual Order”) (hereinafter collectively: the “Trade Control Laws”).
15.6.2.The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the Individual Order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. “Restricted Person” means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws.
15.6.3.If, as a result of Trade Control Laws issued or amended after the date of the Individual Order, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, or (iii) the performance under the relevant Contract by THIL or any of its Affiliates becomes illegal or impracticable, THIL shall be entitled to either immediately suspend the performance of the affected obligation under the Individual Order until such time as THIL may lawfully discharge such obligation or unilaterally terminate the Individual Order and/or Contract in whole or in part. THIL shall not be liable to the Purchaser for any costs, expenses, or damages associated with such suspension or termination of the Individual Order and/or Contract.
15.6.4.The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Products and Services. To this effect, each Party shall, at the request of the other, provide a Letter of Assurance and End-User Statement (or another requested similar document) in a form reasonably satisfactory to the other Party, if such document is needed for the purpose of completion of the relevant procedures set out in this Clause.
15.6.5.Unless otherwise provided in each Contract, the Purchaser represents and warrants that the Products and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit, or otherwise transfer any items received from THIL to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited from time to time by any sanctions regime applicable to or binding for THIL or any Trade Control Laws.

conditions are satisfied:15.6.6.If the Purchaser infringes any obligations in this Trade Controls clause in connection with the Individual Order, the Purchaser must immediately notify THIL. Failure to comply with obligations set out in this Clause 16. shall be considered a material breach, and THIL shall have the right to unilaterally terminate the relevant Contract with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by THIL, and THIL shall not be liable to the Purchaser for any claim, losses, or damages whatsoever related to its decision to terminate performance under this provision. Further, the Purchaser shall indemnify THIL for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach, and/or termination of the Contract. THIL may report such violations to relevant authorities as required by applicable Trade Control Laws.

15.6.7.For the avoidance of doubt, no provision in these GTCs or any Contract shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

16.Intellectual Property Rights

16.1.Any patent, software, design, copyright, trademark, trade secret, and/or other intellectual property right or know how (hereinafter: the “IPR”) being part of the Products, whether owned or held by limited right, registered or not, is and shall remain the sole and exclusive property of THIL or its Affiliates. The Purchaser shall not acquire any ownership right or ownership title in such IPR. The Purchaser is hereby granted with a non-exclusive, non-transferable, limited license to use the IPR subject to the following: (i) the IPR may be used only in conjunction with equipment specified by THIL; (ii) the IPR shall be kept strictly confidential; (iii) the IPR shall not be copied, reverse engineered, or modified; and (iv) the Purchaser’s right to use the IPR shall terminate immediately when the specified equipment is no longer used by the Purchaser or when a Contract is terminated.

16.2.In case the Products contain any software owned by a third party, license terms and conditions as determined by such third party governing such software shall prevail over these GTCs with regard to their subject. In case such license terms and conditions are not provided to the Purchaser by THIL, the Purchaser is obligated to ask the third party owning the software contained in the Products for the applicable license terms and conditions. In any case, the Purchaser is obligated strictly to comply with such third-party license terms and conditions.

16.3.In case the Purchaser becomes aware or should have become aware of any claim of infringement or allegation of infringement of third party IPR, the Purchaser shall immediately notify THIL in writing thereof, failing which THIL shall have no obligations to indemnify or defend the Purchaser against the claim concerned nor any other obligation with regard to such third party IPR infringement.

16.3.1.Upon receipt of such timely notification by the Purchaser, THIL may at its sole discretion decide at its own cost to conduct negotiations for the settlement of any claim of infringement or allegation of infringement and any litigation that may arise therefrom, to defend the Purchaser or to indemnify the Purchaser. The Purchaser shall not make any admission which might be prejudicial to THIL. The Purchaser shall, at the request of THIL, provide all reasonable assistance and information to THIL for the purpose of contesting the claim and conducting negotiations and litigation for the settlement thereof, and shall be compensated by THIL for all reasonable costs incurred in so doing

16.3.1.1.1.to procure the right to continue use of the Products;

16.3.1.1.2.to modify the infringing Products to make them non-infringing;

16.3.1.1.3.to replace the infringing Products with non-infringing functional equivalents; or

16.3.1.1.4.to remove the infringing Products and refund the Contract Price in part or in full, as the case may be.

16.3.2.THIL’s obligations established in Clause 17.3. above shall only apply if all of the following

16.3.2.1.1.the claim arises out of the design, manufacturing of the Product, or the Purchaser’s use of the Product (subject to the conditions set out in the Clause 17.3.2.1.2. below being met);

16.3.2.1.2.the infringement or allegation of infringement was not caused by any use of the Product:

16.3.2.1.2.1.which is unlawful or in breach of the Contract;

16.3.2.1.2.2.which is other than for the purpose indicated in the Contract or reasonably to be inferred from the Contract;

16.3.2.1.2.3.which is in association or combination with any other product not supplied by THIL, unless such association or combination was disclosed to and approved in writing by THIL prior to the date of the Contract;

16.3.2.1.2.4.which comprises any modifications of or alterations to the Products not approved in writing by THIL;

16.3.2.1.3.the infringement or allegation of the infringement was not caused by the Purchaser implementing any instructions contrary to or used against THIL’s recommendations.

16.4.This Clause 17. states THIL’s entire liability for indemnification for third party IPR infringement by the Products. To the extent there are any Services that include IPRs, the provisions of this Clause 17. shall apply to such Services, mutatis mutandis, unless otherwise provided by the relevant Contract.

17.General Indemnity

17.1.The Purchaser, on behalf of itself and its successors, agrees to indemnify, defend, and hold harmless THIL, its Affiliates, subcontractors, and their respective officers, directors, employees, and agents (hereinafter collectively: the “THIL Indemnitees”) from and against any and all liabilities, claims, demands, actions, damages, losses, expenses, and costs (including reasonable legal and professional fees and disbursements) arising out of or in connection with:

17.1.1.personal injury to or death of any person, including but not limited to the Purchaser’s personnel, subcontractors, or third parties;

17.1.2.damage to or loss of any property (whether belonging to the Purchaser, THIL, or any third party);

17.1.3.any breach of a Contract by the Purchaser or its personnel, agents, or subcontractors;

17.1.4.any misuse, improper installation, alteration, repair, or maintenance of the Products or Services by the Purchaser or any third party acting on its behalf;

17.1.5.any third-party claims arising out of or relating to the Purchaser’s resale, lease, or use of the Products or Services, including without limitation product liability or infringement of third-party IPR (except to the extent expressly covered by THIL’s indemnification obligations under Clause 17.);

17.1.6.any non-compliance by the Purchaser or its personnel with applicable laws, including but not limited to export control, trade sanctions, or data protection laws;

17.1.7.any instructions, specifications, or materials provided by the Purchaser that are defective, incomplete, misleading, or infringing on the rights of third parties.

17.2.The indemnity obligations of the Purchaser under this Clause 18. shall not apply to the extent that the relevant claim, loss, or damage is caused directly and solely by THIL’s gross negligence or willful misconduct, as established by final decision of a competent court or arbitral tribunal.

18.Force Majeure

18.1.Neither Party shall be liable for any loss, damage, detention, failure or delay in performing its obligations under a Contract to the extent directly or indirectly caused by or arising from an event of force majeure, which shall include but not be limited to acts of God, acts (or failures to act) of governmental authorities, government regulations or restrictions, lockdowns, fires, severe weather conditions, earthquakes, strikes or other labor disturbances (labor shortages, etc.), floods, wars (declared or undeclared), terrorist acts or acts of terrorism, epidemics, pandemics, outbreaks, civil unrest, riots, acts or omissions by sub-contractors caused by any circumstances referred to in this Clause 19., or other causes beyond its reasonable control. The delivery date shall be extended for a period equal to the time lost by reason of delay plus such additional time as may be reasonably necessary to overcome the effect of the delay. THIL shall be entitled to adjust the Contract Price and to be reimbursed by the Purchaser for all costs reasonably incurred due to force majeure, including but not limited to costs for securing, protecting, and storing the Products and costs for mobilization and demobilization of personnel and equipment.

19.Confidentiality

19.1.The provisions of this Clause 21 shall apply to each Contract unless the Parties thereto have concluded a separate written agreement governing confidentiality or nondisclosure.

19.2.In connection with this Contract, THIL and the Purchaser (as to information disclosed, the “Disclosing Party”) may each provide the other Party (as to information received, the “Receiving Party”) with Confidential Information. “Confidential Information” means: (i) all pricing for Products and/or Services; (ii) all terms of the Contract; (iii) all information that is designated in writing as “Confidential” or “Proprietary” by the Disclosing Party at the time of written disclosure; and (iv) all information that is orally designated as “Confidential” or “Proprietary” by the Disclosing Party at the time of oral disclosure and is confirmed by the Receiving Party to be “Confidential” or “Proprietary” in writing within ten (10) calendar days after oral disclosure. The obligations of this Clause 21.2 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its Affiliates; (ii) is or becomes available to the Receiving Party, its representatives or Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is representatives or Affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

19.3.The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and permitted use(s) and maintenance of the Products; (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents, or financing parties who have a need to know to perform its obligations under the Contract or to use and maintain Products; and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Clause 21.3. Confidential Information shall not be reproduced without the Disclosing Party’s written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request, except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information. THIL may also retain one copy of the Purchaser’s Confidential Information until all its potential liability under the Contract terminates.

19.4.If either Party or any of its representatives or Affiliates is required by law, legal process or government agency to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Clause 21.

19.5.The Purchaser shall not disclose Confidential Information to THIL unless it is required to do so to enable THIL to perform its work under the Contract. If the Purchaser does disclose Confidential Information, the Purchaser warrants that it has the right to disclose such information, and the Purchaser shall indemnify and hold THIL harmless against any claims or damages resulting from improper disclosure by the Purchaser.

19.6.As to any individual item of Confidential Information, the restrictions of this Clause 21 shall expire the later of five (5) years after the date of disclosure or three (3) years after termination or expiration of the Contract.

19.7.This Clause 13 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

20.Termination and Suspension

20.1.THIL shall have the right to suspend for such period as it considers appropriate and/or immediately terminate each Contract, without the need to obtain a court order or an arbitration award, by notice to the Purchaser if, in the reasonable opinion of THIL, any of the following events arise:

20.1.1.the Purchaser fails to comply with any material obligation under the Contract (including failure to pay the Contract Price when due);

20.1.2.the Purchaser becomes insolvent, commences proceedings for winding up or bankruptcy, enters into an arrangement with its creditors or files for the protection from creditors under any bankruptcy or insolvency laws;

20.1.3.a force majeure event is continuing for more than 3 (three) months;

20.1.4.any representation or warranty made by the Purchaser herein or in any document provided to THIL proves to be incorrect or incomplete; or

20.1.5.the health, safety, or security of THIL personnel or its subcontractors at the relevant work site is at risk, in which case THIL may evacuate its personnel or its subcontractors from the work site.

20.2.In the event THIL suspends performance under the Contract in accordance with Clause 21.1. above, this shall be considered an excusable event without any liability of THIL towards the Purchaser or any third party, and the Purchaser shall be liable to reimburse THIL for any cost and expense incurred by THIL as a result of the suspension (including demobilization and remobilization cost) and the delivery schedule and any contractual milestones shall be equally extended.
20.3.The Purchaser shall also have a right to terminate the Contract on the grounds set out in Clauses 21.1.2., and 21.2.3., which shall apply mutatis mutandis to the Purchaser, as well as in case the maximum amount of liquidated damages has been reached in accordance with Clause 22.
20.4.In the event the Contract's termination, the Purchaser shall pay THIL, within 30 (thirty) days, all the outstanding unpaid invoices and interest in respect of all the Products and/or Services completed or partially completed, before the date of the termination. With the exception of the Contract's termination on the grounds set out in Clause 22, the Purchaser shall further be liable to reimburse THIL for all costs, expenses, and losses reasonably incurred as a result of the termination. Any provision of the Contract that expressly or impliedly is intended to have effect after termination or expiry shall continue in full force and effect. Upon termination, the Purchaser shall immediately cease all use of THIL products and return or destroy all Confidential Information in its possession.
21.Liquidated Damages
21.1.In case THIL has agreed in writing upon a guaranteed delivery date (hereinafter the "Guaranteed Delivery Date") and if the actual delivery date is delayed more than 60 (sixty) calendar days beyond the Guaranteed Delivery Date due to causes directly and solely attributable to THIL, unless any other provision set out in the relevant Contract excuse such delay, THIL shall pay to the Purchaser as liquidated damages and not as a penalty, a sum equal to 0.5% (zero point five percent) of that portion of the Contract Price attributable to the delayed Product and/or Service for each subsequent full week of delay, up to an aggregate maximum of 3% (three percent) of the Contract Price for all delayed Products and/or Services. The liquidated damages shall be THIL's sole and exclusive liability for delay save for the Purchaser's right to terminate once the maximum have been reached.
22.Cybersecurity and Software Security
22.1.THIL shall implement and maintain reasonable and appropriate technical and organization security measures to protect the Products, Services, and THIL Software Products against unauthorized access, cyberattacks, malware, and other cybersecurity threats, in accordance with industry standards and applicable laws.
22.2.THIL shall make available to the Purchaser any critical security patches, software updates, or threat notifications relevant to THIL Software Products or firmware, provided that the Purchaser has a valid and active license and support/maintenance arrangement in place with THIL.
22.3.The Purchaser shall:
22.3.1.ensure that only authorized and qualified personnel install and use the Products and THIL Software Products;
22.3.2.promptly implement all security updates or patches provided by THIL;
22.3.3.use up-to-date antivirus software and security protocols when using the Products and/or THIL Software Products;
22.3.4.not introduce any software, code, or tools into the Products or THIL Software Products that may compromise security or performance.
22.4.If the Purchaser becomes aware of any actual or suspected cybersecurity incident that may affect the Products or THIL Software Products, it shall promptly notify THIL and cooperate fully in any mitigation or remediation efforts.
22.5.THIL shall not be liable for any loss, damage, or claim resulting from the Purchaser's failure to implement security patches, misuse of software, or use of unlicensed or modified versions of THIL Software Products.
23.Disputes and Governing Law
23.1.Each Contract shall be governed by the laws of Delaware, without regard to any conflict of law provisions thereof.
23.2.Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The arbitrator shall be selected in accordance with the AAA Commercial Arbitration Rules.
24.Miscellaneous
24.1.Any notice with respect to each Contract shall be made in writing in English and shall be deemed to have been duly given if sent by courier or registered letter to the Party's address provided in the Contract (or such other address as may be notified by the Parties from time to time). Any notice shall conclusively be deemed to have been received on (i) the second next working day in the place to which it is sent, if sent by courier, or (ii) on the seventh calendar day from the day of mailing (or if such day is not a working day in the place to which it is sent, the following working day), if sent by registered letter.
24.2.The Contract constitutes the entire agreement and understanding between the Parties with respect to the subject matter of the Contract and supersedes all prior agreements and understandings (both written and oral) between the Parties relating thereto.
24.3.No provisions of the Contract may in any respect be waived or amended, unless such waiver or amendment is made in writing and signed by duly authorized representatives of both Parties.
24.4.THIL may assign or novate its rights and obligations under the Contract, in part or in whole, to any of its Affiliates without the Purchaser's consent and may subcontract portions of the work, so long as THIL remains responsible for it (unless otherwise provided in these GTCs). Purchaser agrees to execute any documents that may be necessary to effect THIL's assignment or novation. The delegation or assignment by the Purchaser of any or all of its duties or rights under the Contract without THIL's prior written consent shall be null and void.
24.5.Purchaser shall notify THIL immediately upon any change in the ownership of more than 50% (fifty percent) of the Purchaser's voting rights or in the Purchaser's controlling interest. If the Purchaser fails to do so or THIL objects to the change, THIL may (i) terminate the Contract; (ii) require the Purchaser to provide adequate assurance of performance (including but not limited to payment); or (iii) put in place special controls regarding THIL's Confidential Information.
24.6.In case any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Contract shall be given effect as if the invalid, illegal, or unenforceable provision had been deleted and replaced by a provision with a similar economic effect to that of the deleted provision, if this can be achieved by another provision.
24.7.All policies with respect to any insurance maintained by the Purchaser relating in any way to the Contract shall waive any right of subrogation of the insurers against THIL.
24.8.All laws and regulations referenced in the Contract shall be those in effect as of the effective date of the Contract. In the event of any subsequent revisions or changes thereto (hereinafter: the "Change of Law") and if such Change of Law has an effect on THIL's obligations under the Contract, the Purchaser shall compensate THIL for all costs and expenses arising out of such Change of Law and the delivery date shall be extended for a period equal to the time lost by reason of the Change of Law.
24.9.In the event of any illness or accident affecting any of THIL's personnel in connection with the performance under the Contract necessitating medical attention or hospital treatment, the Purchaser shall assist in ensuring that the best and appropriate medical facilities and medications are made available to THIL's personnel. If it is necessary to repatriate an ill, injured, or deceased member of THIL's personnel, the Purchaser shall assist THIL in arranging for such repatriation in the safest and most expedient manner. All costs incurred under this Clause 24.9. shall be borne by the Purchaser.
24.10.THIL and the Purchaser shall comply with all applicable data protection laws and regulations as applicable.
24.11.The following Clauses shall survive termination or cancellation of the Contract: 1,4, 15, 16, 18, 19, 21, 22, 23, and 25.

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