

TERMS AND CONDITIONS OF SALE

1. **General.** The following terms and conditions of sale ("T&C") shall be the only terms applicable to any contract for sale between the Seller entity named on the respective purchase order or acknowledgment ("Seller") and Buyer. Any terms and conditions in any of Buyer's other documents that vary or are inconsistent with or add to these T&C are not acceptable and shall not be binding upon Seller without Seller's express written consent even though there may have been acknowledgment if work has commenced, or the items ordered have been shipped. The respective contract and these T&C may only be amended in writing by way of a document signed by both Parties, and they shall constitute the total agreement between the Parties. All proposals, negotiations, representations, recommendations, statements, or agreements made or entered into prior to or concurrent to the respective contract shall not be included or constitute part of the respective contract.
2. **Acceptance and Price.** Quotations are valid for thirty (30) days unless extended in writing by Seller. A contract shall only become effective upon Seller's order confirmation. Unless agreed otherwise, prices are Ex Works (Incoterms 2020).
3. **Substantial price variation.** If, from the date of the Seller's order confirmation, until the start of the production process, prices of materials, the prices of auxiliary materials and raw materials, electricity and fuel, parts purchased by Seller from third Parties, wages, salaries, social charges, government levies, freight or insurance premiums are increased by more than 10%, the Parties acknowledge that there is a rupture in the equivalence of the considerations and must negotiate in good faith the revision of the contract prices to agree on a new price, taking into account this variation. In the event of failure to reach an agreement, Seller shall be entitled to terminate the contract, and neither Party shall be entitled to claim damages or compensation for losses of any kind.
4. **Shipment and Delivery.** All shipments are Ex Works (Incoterms 2020) Seller's premises (plant, warehouse or other point of sale), unless otherwise agreed to in writing. Seller reserves the right to make partial deliveries, unless otherwise agreed in writing. Upon delivery, Buyer shall immediately, but no later than within 5 business days following delivery, inspect products and notify in writing on any detected defects. If no such notification is given within 3 business days following inspection (or, in the case of hidden defects, following detection of such defects), products are deemed to be delivered without defect.
5. **Force Majeure.** A Force Majeure Event means the occurrence of an event or other circumstances beyond Seller's reasonable control that could not reasonably have been foreseen at the time when Seller made his offer or confirmed Buyer's order and such Force majeure Event prevents or impedes Seller from performing its contractual obligations under the contract, and the effects of the impediment could not reasonably have been avoided or overcome by the Seller nor by a third party whom the Seller has engaged to perform the whole or part of the contract. The following events shall be presumed to fulfil conditions of a Force Majeure Event, including, but not limited to: War (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization; civil unrest, civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; currency and trade restriction, embargo, sanction; act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; plague, epidemic, pandemic, natural disaster or extreme natural event, such as earthquakes, fires or floods; explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system, energy shortages or unavailability or reduced availability of supply at its usual source; general or local labour disturbance such as boycott, strike and lock-out, occupation of factories and premises. The same shall apply in cases where Seller's supplier or other third-party vendors, Seller engaged to perform a contract suffer a Force Majeure Event and Seller has taken appropriate measures to secure its supply with goods and/or services from such third parties so that under normal and reasonably foreseeable circumstances, Seller could have fulfilled its obligations in a timely manner. During such Force Majeure Event, Seller is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract. Where the effect of the impediment or event invoked is temporary, Seller's obligations shall be extended as long as the impediment invoked impedes performance by the Seller. Seller agrees to inform Buyer within a reasonable period of time, considering the circumstances, about any such Force Majeure Event, unless such circumstances are of public knowledge. If contractual performance is prevented by such circumstances for more than 120 days, both Parties shall have the right to terminate the contract, by means of a written notification within a reasonable period to the other Party, without any liability of any kind to either Party. In such case goods already delivered or services already provided must be paid only.
6. **Retention of Title.** Seller shall retain all rights and title to all products delivered until the effective receipt of payment in full of the agreed amount. With the conclusion of the contract, Buyer automatically authorizes

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Seller to have said retention of title entered pursuant to the laws of any of the countries concerned, in any public registers kept for this purpose by the competent authorities of the respective countries, and to complete all relating formalities. During the whole period of the retention of title, Buyer shall, at its own expense, maintain the products, take out all necessary insurance with a view to protecting them, for Seller's benefit, against theft, total loss, fire, water, and other risks, and take all further measures in order to ensure that Seller's title is not prejudiced in any way whatsoever.

- 7. Intellectual Property.** Seller shall defend and hold Buyer harmless against claims of infringement of intellectual property rights existing in the respective jurisdiction of the contract, including patents and trademarks of third parties, provided such claims are based exclusively on infringement by products designed and manufactured by Seller and not based on the use of the products in combination with products manufactured by others. Seller must be notified in writing and must be authorized to defend such claims or, alternatively, at its own discretion to obtain a license for Buyer or substitute a non-infringing equivalent product. In no event shall Seller's total liability to Buyer exceed the purchase price of the product. Buyer shall hold Seller harmless against and immediately notify Seller of claims of infringement of intellectual property rights, including patents and trademarks, relating to drawings, calculations, descriptions, or instructions provided by Buyer.
- 8. Product Safety and Safety Devices.** Products designed and manufactured by Seller are capable of being used in a safe manner, but Seller does not warrant their safety under all circumstances. Products are provided with only those safety devices identified in the respective product description or specifications (or manual). It is Buyer's exclusive responsibility to furnish the appropriate guards and to install and use the products in a safe manner in compliance with its instructions of use, applicable health and safety regulations and with the laws and the general standards of reasonable care. If Buyer fails to do so, Buyer shall indemnify Seller from any loss, cost, expense, action, or cause of action resulting from such failure.
- 9. Designs, Dimensions and Weights.** Due to normal product changes, the designs, dimensions, materials, components, and weights shown in printed and electronic catalogs are subject to variation. If complete accuracy and/or compliance is required for an application, Buyer must request additional information or certification from Seller who, in such case, shall be entitled to rescind the offer he has made to Buyer. In such event, neither Party shall have the right to claim for compensation of losses.
- 10. Manufacturing Devices and Technical Information.** Unless otherwise expressly agreed to in writing by Seller, all manufacturing devices, design data and other technical information relating to an order shall remain Seller's property. Buyer's patterns/tooling in Seller's possession are held at Buyer's risk and not covered by Seller's insurance.
- 11. Warranty.** Seller warrants that its products (i) conform to the agreed specifications, and (ii) are free from defects in material and workmanship for 12 months from the date of shipment. Should a warranted product fail to conform to these warranties within the warranty period, Buyer must promptly notify Seller in writing. Seller will, at its sole discretion and at no charge to the Buyer (i) repair the product; (ii) replace the product; or (iii) refund the portion of the purchase price allocable to the non-conforming product. These remedies are the exclusive remedies for breach of warranty.
- 12. What Is Not Covered by this Warranty.** No representative of Seller has authority to waive, alter, vary or add to the terms hereof without prior written approval of an officer of Seller. Seller does not warrant any defects in, damage to, or failure of products caused by: (i) normal wear and tear; (ii) failure to provide suitable installation environment; (iii) use for purposes other than those for which designed, or other inappropriate, improper or excessive use or storage; (iv) unauthorized attachments, modifications or disassembly; (v) use outside the specified technical data and without regards to the instructions of use published by Seller; or (vi) damage during shipping or accidents. Buyer's care in selection, adequate testing at time of installation and proper installation, operation and maintenance of all products is required for adequate performance.
- 13. Disclaimer of Warranty.** The foregoing warranties are in lieu of all other warranties, statutory, express, or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall Seller be liable in tort or contract or under any other legal or equitable theory of law, for any incidental, special, indirect, or consequential damages.
- 14. Limitations of Liability in General.** Seller will only be liable for damages caused by intent, wilful misconduct or gross negligence and also in those cases where applicable laws on product liability provide that in the event of personal injury or damage to goods, liability is compulsory, e. g. in case of violation of life, limb and/or health. Furthermore, Seller will be liable for guarantees, if any, given in writing to Buyer. This liability will, however, only apply to such damages the guarantee was intended to protect against. In case of slight

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negligence - except in the case of injury to life, limb and/or health -, Seller will be liable only for a breach of material contractual obligations by it, its legal representatives or its vicarious agents and provided such breach endangers the purpose of the respective contract. In this case, damages will be restricted on the merits and in terms of amount to those cases of damage that Seller was reasonably able to foresee at the time of the conclusion of this Agreement, based on the circumstances known to Seller at that date. The compensation of purely pecuniary damage, such as loss of production or loss of profit, will be limited by the general principles of good faith, for example in case of a disproportionate difference between the amount of the remuneration and the extent of the damage. Any compensation for consequential damages will be excluded and Seller will not be liable for default or breach of duty due to causes beyond Seller's reasonable control. For concurring claims and tort this clause shall apply accordingly. Any other liability shall be excluded. In the event any loss or damage is covered by insurance taken out by the Buyer, the Seller shall only be liable for any associated losses (e.g., increased insurance premiums or interest disadvantages until settlement of the claim). Liability for default shall exclusively be governed by clause 4 and 5 of these T&C.

- 15. Terms of Payment.** Terms of payment, unless agreed otherwise in writing, are thirty (30) days net from the date of invoice without any deductions. If Buyer fails to fulfill any payment obligations, Seller shall be entitled to (i) charge interest at the rate of 1.5% per month, (ii) being reimbursed for any costs of collection and/or dunning (including reasonable attorney's fees), (iii) suspend its own contractual performance, if Buyer's payment default exceeds 30 days, (iv) terminate the contract, if Buyer's payment default exceeds 120 days. In such case of termination, Buyer shall pay all products ready to ship at termination date and pay Seller liquidated damages amounting to 10% of the remaining products and services. Payment of such liquidated damages shall not affect any other rights Seller might have.
- 16. Compliance with Laws.** Buyer agrees to comply with the export laws of the European Union, of the United States and of the country of Seller's legal venue (to the extent they apply and do not conflict with the EU or U.S. laws) with regard to the exportation of the products and any technical data associated therewith. Prior to any transfer of products provided by Seller to a third party, Buyer shall in particular check and guarantee by appropriate measures that (i) there will be no infringement of an embargo and/or sanction imposed by the European Union, by the United States of America or by the country of Seller's legal venue by such transfer, by brokering of contracts concerning those products or by provision of other economic resources in connection with those products, also considering the limitations of domestic business and prohibition of bypassing those embargos and/or sanctions; (ii) such products are not intended for use in connection with armaments, nuclear technology or weapons; (iii) the regulations of all applicable Sanctioned Party Lists of the European Union, of the United States and of the country of Seller's legal venue concerning the trade with entities, persons organizations listed therein are considered. Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out or relating to any non-compliance with any export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof, unless the fulfilment of this obligation is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.
- 17. Time for Commencing Suit.** Any action for breach of any of the terms of this T&C must be commenced within six (6) months of the alleged breach.
- 18. Assignment.** Only Seller shall be entitled to cede, assign and transfer any or all of its rights and obligations in terms of this T&C to any of its affiliates.
- 19. Severability.** If individual provisions of these T&C or the contract should be or become invalid or impracticable in whole or in part, then the validity of the remaining provisions or the remaining parts of such provisions is unaffected thereby. The invalid or impracticable clause(s) shall be replaced by provisions the legal and commercial effects of which are as close as possible to what the consequences of the invalid and impracticable clause(s) would have had if they had been valid and practicable.
- 20. Applicable Law and Dispute Resolution.** The contractual relationship between Seller and Buyer shall be exclusively governed by the laws of the legal venue of Seller with exclusion of its international conflict of law's provisions and with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising out of or in connection with the contractual relationship, shall be submitted to and settled by the Courts and Tribunals having jurisdiction over the legal venue of Seller. Seller shall also be entitled to take legal action at the Buyer's legal venue or any other legally permissible place of jurisdiction.