

## General Terms and Conditions of Sale (Global)

**1. APPLICATION OF THIS AGREEMENT:** These terms and conditions shall apply to the supply of all products or services ("**Contract Deliverables**") by Dellner Bubenzer companies based outside of the USA from which the Contract Deliverables are sold (each a "**Vendor**") to the purchaser ("**Purchaser**") and are to be read with any valid offer made by the Vendor and any specific terms and conditions agreed in writing between the parties ("**Agreement**"). Any terms and conditions of the Purchaser, including any terms and conditions included by the Purchaser expressly or by reference in a purchase order or similar, shall only form part of the Agreement if and to the extent accepted by the Vendor in writing. Note that any purchases of Contract Deliverables from Dellner Bubenzer companies based in the USA are governed by Dellner Bubenzer's General Terms and Conditions of Sale (US).

**2. ORDER OF PRIORITY:** In the event of any inconsistency between the documents comprising this Agreement, the following order of priority will prevail: (a) specific terms and conditions agreed in writing; (b) valid offer made in writing by the Vendor, including its annexures and attachments (c) these general terms and conditions of sale.

**3. TENDERS & ORDER ACKNOWLEDGEMENTS:** Tenders and offers issued by the Vendor shall be non-binding unless otherwise specified in writing. Orders from a Purchaser in connection with tenders or offers issued by the Vendor are only valid and binding when confirmed by the Vendor by means of an order acknowledgement.

**4. CONTRACT DELIVERABLES:** The Contract Deliverables that the Vendor is obliged to supply under this Agreement is limited to those specified in the Vendor's offer or as agreed in writing between the parties. Contract Deliverables do not include by implication any documentation, operating or service manuals, tooling, test equipment, training, technical support, testing or any other item unless expressly stated in writing.

**5. PRICES:** Prices are as stated in the Vendor's offer and, unless stated otherwise, are fixed for a period of 30 days from date of quotation. Any taxes, duties, levies, fees, costs and expenses in associated with customs formalities, including licenses and authorizations, which are necessary for export and import, shall be in accordance with INCOTERMS 2020 or any subsequent official update to INCOTERMS 2020 and to the account of the party as defined by such INCOTERMS. The prices quoted shall be exclusive of packing, customs duty, value-added tax, and similar and future unknown public taxes, based upon or measured by sale, use, manufacture or shipment of the products. All such taxes shall be for the Purchaser's account, and, if paid by the Vendor, the Purchaser agrees to reimburse the Vendor on demand the full amount thereof. Packing shall be requested by the Purchaser and quoted separately. The Purchaser hereby grants to the Vendor a purchase money security interest in the products sold hereunder to secure the Purchaser's obligation to make full and final payment to the Vendor for such products and for any other amounts due hereunder. When handling small orders amounting to less than USD 100.00 Vendor reserves the right to charge an additional handling fee of USD 25.00. The prices for delivery are based on current tariffs, customs duties, exchange rates, inflation, and other applicable legal and regulatory requirements. In the event of any increase in these costs due to changes in applicable laws, tariff rates, regulations, market conditions or similar factors, the Vendor reserves the right to equitably adjust the delivery prices accordingly. Any such adjustment shall be communicated to Purchaser in writing.

**6. PAYMENT:** Unless otherwise agreed to in writing by the Vendor, payment in full is due from the Purchaser within thirty (30) days from the date of the Vendor's invoice in the currency governing the Agreement and at the place specified by the vendor unless otherwise agreed in writing. The Purchaser shall not be entitled to set-off payments to the Vendor unless agreed in writing.

**7. LATE PAYMENT:** Late payment interest shall be due and payable at a rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. Any interest charged or received in excess of the maximum amount permitted by applicable law shall be conclusively presumed to be the result of an accident and bona fide error, and shall, to the extent received by the Vendor, at the option of the Vendor, either be returned to the Purchaser or applied to reduce the principal amount owed to the Vendor. The Vendor is entitled, without penalty, to suspend delivery of Contract Deliverables if payment is not made in time by the Purchaser.

**8. DELIVERY:** The Vendor shall deliver the Contract Deliverables, and the Purchaser shall accept delivery of the Contract Deliverables at the times agreed. Any equipment forming part of the Contract Deliverables shall be delivered EXW according to INCOTERMS 2020 at the place notified to the Purchaser by the Vendor unless otherwise prior agreed in writing. The Vendor must deliver the Contract Deliverables on the agreed dates for delivery. If the Vendor anticipates that it will not be able to deliver the Contract Deliverables on the agreed dates for delivery, the Vendor shall promptly give notice to the Purchaser stating the reason for delay and specifying when delivery can be expected. If the Vendor is delayed in delivery for reasons attributable to the Purchaser, the Vendor is entitled to extend the time for delivery by a period which is reasonably necessary having regard to the circumstances of the delay. If delivery delays are caused by force majeure in accordance with clause 12 of this Agreement, the delivery time is extended by the time that the cause of the delay lasts, and either party may terminate the Agreement without penalty after that delay has lasted more than 6 months.

**9. TITLE, RISK AND LOSS:** Unless otherwise agreed upon in writing by the Vendor, risk of loss passes to the Purchaser in accordance with INCOTERMS 2020 or any subsequent official update to INCOTERMS 2020. Title to the Contract Deliverables remains with the Vendor until the Contract Deliverables are paid for in full to the full extent allowed at law. The retention of title under this clause shall not affect the passing of risk under this clause.

**10. FACTORY ACCEPTANCE TESTS:** Factory acceptance tests/shop tests shall be carried out at the Vendor's works and during normal working hours. If the technical requirements of the tests are not specified in the Agreement, the tests shall be carried out in accordance with the Vendor's standard test procedures. If the Purchaser wishes to be represented at the tests, this shall be expressly stated when entering the Agreement, and in that case the Vendor shall give the Purchaser sufficient notice according to the inspection test plan to permit the Purchaser's representative to attend. If the Purchaser is not represented at the tests, including where the Purchaser is notified of testing but does not attend, the test report shall be accepted as accurate by the Purchaser. Any expenses in connection with the Purchaser's attendance acceptance tests shall be borne by the Purchaser.

**11. WARRANTY:** The Vendor warrants that products forming part of the Contract Deliverables supplied by the Vendor will at the time of shipment, and for 12 months from that date, be free from material defects in design, material and workmanship and will conform to the description and specifications, if any, agreed between the parties, provided that the products are installed as specified by the Vendor, maintained in accordance with the Vendor's instructions, and operated strictly within the Vendor's performance specifications. This warranty does not cover wear parts (including but not limited to brake pads and seals) or reasonable wear and tear or any damage which results from acts or omissions of the Purchaser or any third party including accident, misuse, abuse, fire, flood, lightning or other acts of god or damage from any modifications, repairs or alterations performed other than by the Vendor or the Vendor's authorized agent. In the event of an alleged material defect, the Purchaser must give the Vendor an opportunity to examine the products alleged to be defective without delay. If a claim is made and the Vendor is not liable for a defect, the Vendor reserves the right to charge the Purchaser all costs in direct connection with the inspection including but not limited to freight and transshipment costs of products, travel and accommodation as well as the examination costs, which shall be due and payable upon demand. In the event of defects in products supplied under this Agreement, the Purchaser's exclusive remedy and the Vendor's liability, either for breach of warranty or for negligence, is expressly limited, at the option of the Vendor: (a) to the replacement at the agreed point of delivery of the products within a reasonable time to be agreed between the parties; (b) to the repair of such products or work within a reasonable time to be agreed between the parties; or (c) to the refund or crediting to the Purchaser of the price of such Contract Deliverables. The Vendor warrants that services forming part of the Contract Deliverables and provided under this Agreement will at the time of performance, and continuing for 6 months from such date, be in accordance with industry standards. In the event of defects in services supplied under this Agreement, the Purchaser's exclusive remedy and the Vendor's liability, either for breach of warranty or negligence with respect to services is expressly limited, at the option of the Vendor, to: (a) to the reperformance of such defective services within a reasonable time to be agreed between the parties; or (b) to the refund or credit to the Purchaser of the price of such services. The remedies of the Purchaser contained

## General Terms and Conditions of Sale (Global)

herein shall be full and final and any other remedy that may have otherwise been available to the Purchaser is expressly excluded. No additional representation or warranty made by any sales representative or other agent or representative of the Vendor shall be binding upon the Vendor unless agreed in writing between the parties. Except as expressly set forth herein, the Vendor makes no warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, which are expressly disclaimed. Contents of the agreed specification and any expressly agreed purpose do not constitute a guarantee unless agreed in writing.

**12. TERMINATION AND SUSPENSION:** Either party may terminate this Agreement for a material breach by the other party provided the party seeking to terminate the Agreement first gives written notice to the other party of the intention to terminate, with this notice to include detail of the breach and the requirement to remedy the breach within 30 days. The Purchaser will be in material breach of this Agreement if (a) the Purchaser fails to accept delivery on the agreed delivery date, unless the Purchaser is excused from doing so under a term of this Agreement; or (b) the Purchaser fails to make any due payment within 30 days of the due date for such payment. The Vendor may suspend or terminate the Agreement immediately and without any obligation to compensate the Purchaser if the Purchaser becomes a restricted party under, or fails to comply with, export control regulations or sanctions regimes imposed by the European Union and its member states, the United States of America or any other applicable jurisdiction.

**13. INDEMNIFICATION.** The Purchaser shall indemnify, defend and hold the Vendor harmless from and against any and all liability, loss, claims, damages, judgments, awards, costs and fees, including without limitation reasonable attorneys' fees, arising from claims of third parties resulting from the negligent acts or omissions of the Purchaser.

**14. LIMITATION ON LIABILITY:** Notwithstanding any clause in this Agreement, the Vendor's liability whether in contract, under warranty, in negligence or for defects or other damage, and including product damage or defective services shall not exceed the agreed purchase price excl. VAT for the Contract Deliverables sold. Under no circumstances shall the Vendor be liable to the Purchaser whether by way of indemnity or by reason of any breach of contract or negligence or otherwise for any indirect or consequential loss of any kind including loss of profit, loss or income, loss of use, loss of production or contracts, moral damages or for any financial or pure economic loss. The Vendor's liability ceases at the same time as the warranty specified in clause 11.

**15. DISPUTE RESOLUTION AND APPLICABLE LAW:** In the event of a dispute under this Agreement, the parties shall attempt to resolve the dispute amicably between them. If the dispute cannot be resolved amicably, either party may refer the dispute for arbitration under this clause. This Agreement shall be governed by and construed in accordance with the laws of Germany and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The Purchaser and Vendor consent and agree that all disputes, claims or controversies arising out of, relating to or in connection with this Agreement or the breach thereof shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC") by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Munich, Germany, and the language of the arbitration shall be English unless the parties agree otherwise.

**16. FORCE MAJEURE:** Either party is entitled to suspend performance of its obligations under this Agreement to the extent that such performance is impeded by any event of force majeure. A force majeure event is an event arising after the date of this Agreement which is beyond the control, and without the fault or negligence, of either party, and includes but is not limited to strike, lock-out or other work stoppage at the Vendor's works or other works supplying parts for this Agreement as well as war, currency restrictions, terrorism, insurrection, blockade, quarantine, fire, ice, obstruction of traffic, accidents, or marine casualty. The party wishing to claim the benefit of this clause must notify the other party in writing as soon as practicable after the occurrence of the force majeure event, and the suspension of obligations lasts only to the extent the force majeure event lasts. Failure to give notice under this clause will disentitle the party the benefit of the clause. No party is entitled to claim any costs from the other party arising out of a force majeure event.

**17. INTELLECTUAL PROPERTY:** The Vendor owns all intellectual property rights of any kind in the products and services it supplies and the related

manufacturing process, and all drawings and documents that relate to the products and services or their manufacture, including all intellectual property rights developed as a result of the scope of supply. Nothing in this Agreement expressly or impliedly transfers any intellectual property right of any kind from the Vendor to the Purchaser. The Vendor grants the Purchaser a limited, royalty free, irrevocable and perpetual license to use the Vendor's intellectual property rights to the extent required to operate, maintain and modify the goods and services supplied under this Agreement for the purpose contemplated under the offer or tender.

**18. TECHNICAL DOCUMENTS:** Any technical document or drawing provided to the Purchaser by the Vendor shall only be used for the purpose for which it was supplied, and the Purchaser may not copy, reproduce, transmit or otherwise communicate the drawing, technical document or its content to a third party without the Vendor's prior written consent. Nothing in this Agreement shall be construed as requiring the Vendor to supply the Purchaser with any manufacturing or detailed design drawings.

**19. CONFIDENTIALITY:** The parties must treat all information exchanged under or in relation to this Agreement, irrespective of the nature of the information or the medium under which it is transmitted, and including the existence and detail of this Agreement, with strict confidentiality.

**20. EXPORT CONTROL:** The obligation of the Vendor and the Purchaser to fulfil this Agreement is subject to that execution or performance of obligations under this Agreement are not prohibited or impaired by applicable export control regulations or other sanctions regimes. Should trade policy or other legal development make the Agreement or certain contractually owed services subject to approval or to a prohibition or impairment, the Vendor and the Purchaser shall be obligated to enter into consultations on alternative contractual arrangements and the Vendor shall be entitled to terminate the Agreement. The Vendor shall have no liability towards the Purchaser for not fulfilling or terminating this Agreement due to applicable export control regulations or sanctions regimes. The Purchaser may be obligated to provide a declaration of end-use for the goods if they are intended for resale. If no end-use declaration is submitted or if this declaration violates export control regulations, the Vendor shall have the right to refuse performance.

**21. GENERAL:** The terms and conditions set forth herein constitute the entire Agreement between the parties and are intended to be the complete and final statement of the Agreement between the Purchaser and the Vendor. All proposals, negotiations, and representations, if any, made prior to the date hereof, whether oral or in writing, are merged and superseded by this Agreement, and this Agreement may only be modified by a writing signed by the Purchaser and the Vendor. The parties agree that evidence contradicting what is said in this clause is inadmissible. The Purchaser may not assign this Agreement without the Vendor's prior written consent. This Agreement shall be construed without regard to the party responsible for the drafting and preparation hereof. This Agreement may only be varied by written agreement between the parties. The Vendor shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the Vendor. All rights and remedies of the Vendor under this Agreement and applicable statutes or rules of law shall be cumulative and may be exercised successively or concurrently. The invalidity or unenforceability of any terms, conditions, or provisions hereof shall not limit or impair the operation or validity of any other provision of this Agreement, and the remainder of this Agreement shall remain operative and in full force and effect.