

GENERAL TERMS AND CONDITIONS OF SALE & DELIVERY

1. **DEFINITIONS.** For purposes hereof: (i) "Company" means BUELMANN UK Ltd., a private limited company; (ii) "Customer" means the individual or entity whose name appears on the face of the Order Confirmation; (iii) "Products" means the products, parts and other goods described on the face of the Order Confirmation; and (iv) "Order Confirmation" means Company's sales order or invoice.

2. **PAYMENT, DELIVERY AND SHIPMENT TERMS: TITLE.** Customer shall pay to Company the amount listed on the Order Confirmation in the manner and in accordance with the terms provided on the face of the Order Confirmation. Any and all taxes imposed by federal, state or other governmental authorities on the sale, purchase, shipment, storage, use or consumption of the Products shall be paid or reimbursed by Customer in addition to the amount listed (and whether or not listed) on the Order Confirmation. Amounts listed on the Order Confirmation shall be exclusive of freight charges, unless otherwise specified, and shall be due within thirty (30) days from the date of shipment of the Products. If Customer fails to pay any amount due hereunder within 10 days from the written notice thereof, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). In addition, Customer shall pay all of Company's costs and expenses, including reasonable attorneys' fees, of collecting any amount not paid when due hereunder. Unless otherwise specified herein, delivery terms shall be EXW Shipping Point, Incoterms 2020. The Products may be delivered in part or all at one time as determined by Company. Company will use reasonable diligence to meet the scheduled shipment dates provided herein, which are estimates and not guarantees of when the Products will actually be shipped. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. Upon delivery of the Products to a carrier, the risk of any losses or damage to the goods shall pass to the Customer. Customer shall obtain appropriate risk insurance for the Products which shall include Company as a named insured, or which shall otherwise recognize Company's interest. The title of ownership passes to the Customer with payment of the goods

3. **INTEGRATION OF PRODUCTS.** Company is not responsible for the satisfactory operation of the Products in conjunction with other products, nor for any losses which may occur as a result of a failure of the Products to operate in conjunction with other products.

4. **WARRANTY.** Unless otherwise stated herein, Company warrants that all Products shall materially conform with the specifications set forth on the face of the Order Confirmation (the "Warranty") for a period of twelve (12) months from the date of shipment (the "Warranty Period"). The Customer shall carefully inspect the goods and documentation and give notice of any apparent defect in writing immediately, but in no event later than seven (7) days from the date of shipment. If a notification about apparent defects or non-conformity is not made or is made later than seven (7) days from the date of shipment, the Customer may not base any claim on such defects. Company makes no warranty with respect to any Products not delivered by Company. Claims pursuant to this Warranty must be made during the Warranty Period and shall refer to latent defects. If any of the Products fails to comply with the Warranty, Customer shall promptly notify Company of such failure, which notice must be received by Company during seven (7) days after discovery of any defect or non-conformity, and Company shall, at its option, repair or replace such non-conforming or defective Products within a reasonable grace period set by Customer, and such repair or replacement performed by Company shall constitute Customer's sole remedy. The Warranty does not cover damage from external causes, such as accident, abuse, misuse, service not performed or not authorized by Company, usage not in accordance with standards prescribed by Company or any other manufacturer of the Products or any federal, state or local law, rule or regulation, normal wear and tear, or use of parts or components not supplied or intended for use with the Products. The Warranty shall be null and void as of the date of such external cause. The Warranty shall terminate if Customer assigns any of its rights hereunder to any other party without first obtaining the written consent of Company. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE PRODUCTS AND COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PERFORMANCE, SUITABILITY AND NON-INFRINGEMENT.

5. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection therewith, including, without limitation, Company's reasonable attorneys' fees, court costs, costs of labor, overhead, costs of materials, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract by written notice thereof to Company, and to receive a refund for the Order Confirmation amount, if previously paid, for any Products not yet shipped as of the date of such termination. Notwithstanding such termination of this contract, however, Customer shall immediately pay Company the Order Confirmation amount for any Products that have been shipped and all other outstanding invoices, if not previously paid, and shall be entitled to receive Products from Company upon Company's receipt of such payment.

6. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date of the later party's signature of the notice of cancellation. Upon such cancellation initiated by Customer, Customer shall pay Company immediately all costs and expenses incurred by Company in connection with Customer's cancellation of this contract, including, without limitation, Company's reasonable attorneys' fees, costs of labor, overhead, costs of materials, and any charges imposed upon Company by its suppliers or subcontractors. Notwithstanding the foregoing, Company may cancel this contract, thereby terminating all warranties hereunder, and suspend any further deliveries hereunder without any liability to Customer, and, if the Products have been delivered but not paid for, the price therefore shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) the Products are seized under any legal process or confiscated; or (iv) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Products are in danger of being lost, or that any of the events mentioned above is about to occur.

7. **EXCUSE FOR NON-PERFORMANCE.** Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's reasonable control, including, without limitation, the impediments stipulated in paragraph 3 of the ICC Force Majeure Clause 2020, as well as expressly riots, wars or national emergencies, (especially all events in connection with the Russian attack against Ukraine), epidemics, pandemics (in particular all events in connection with SARS-CoV-2), labor disputes of every kind however caused, embargoes, currency and trade restriction, sanctions, non-delivery by suppliers, inability to obtain supplies through normal sources of supplies, cyberattacks, lack of energy supply, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

8. **LIMITATION ON DAMAGES; INDEMNITY.** Company's total liability for the Products in each Order Confirmation shall not exceed the amount actually paid, as of the date of the claim, to Company by Customer pursuant to such Order Confirmation.

EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOLLOWING, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES, INCOME OR SAVINGS, LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION, OR BUSINESS INTERRUPTION OR DOWNTIME. COMPANY DISCLAIMS ALL LIABILITY RESULTING FROM ERRORS IN CONTENT PROVIDED BY CUSTOMER. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER FOR COMMERCIAL OR PERSONAL INJURY, AND WHETHER BASED ON CONTRACT, WARRANTY, STRICT LIABILITY,

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NEGLIGENCE, TORT OR OTHERWISE.

Customer agrees that on the demand of Company it shall hold harmless and indemnify Company from and against any liability, obligation, loss, damage, fees, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense and disbursement of any kind or nature whatsoever, including all reasonable attorney's fees, costs and expenses of defense, appeal, and settlement of any suits, actions or proceedings instituted against Company and all costs of investigation in connection therewith (hereinafter collectively referred to as "Liabilities") that may be imposed on, incurred by, or asserted against Company by a third party arising out of the transactions contemplated by the Order Confirmation. Notwithstanding the foregoing, Customer shall not be liable to Company for any portion of such Liabilities that resulted from Company's fraud, bad faith, or willful misconduct.

9. GOVERNING LAW; ARBITRATION. This contract shall be governed by and construed in accordance the laws of England and Wales, without reference to its conflict of laws. Any controversy, claim or dispute arising out of or relating to this contract (including, without limitation, questions concerning whether a matter is required to be submitted to arbitration under this Section) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. However, that any party that wishes to institute arbitration proceedings must first notify in writing the other party of its intent to initiate such proceedings, and demand for arbitration may not be made until after the date twenty-one (21) days from the date such notice is sent. The Expedited Procedure Provisions shall not apply. The seat of arbitration shall be London, England and the language of the proceedings shall be English.

10. MISCELLANEOUS. The terms and conditions stated herein constitute a contract between Customer and Company and together with the Order Confirmation constitute the complete and exclusive statement of the terms and conditions of the sale and delivery of the Products. There are no other promises, conditions, understandings, representations, or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing signed by Company and Customer. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to enforce any right in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns. All requests, instructions and notices from one party to the other must be in writing and may be given via certified mail or facsimile transmission to the address of the parties shown on the face of the Order Confirmation. Provisions herein which by their nature should apply beyond their terms will remain in force after any termination of this contract, including but not limited to the following: Section 4, Section 5, Section 6, Section 8, Section 9, and this Section 10. Company reserves the right to update these terms and conditions at any time; however, Customer's rights and obligations shall be as provided in the version of the terms and conditions in effect as of the relevant Order Confirmation.

11. RETURNS. Customer may only return Products upon written return authorization from Company. Should Company issue a return authorization, Products will be inspected by Company at Company's location. Customer shall bear transportation costs and risk of loss for returned Product. If Company determines such Products fail to be covered under the Warranty, or are not actually nonconforming or defective, Company may reject, at its sole discretion, such returned Product. A restocking fee of 25% is due for all returned Product, whether accepted or rejected after inspection. Customer's replacement of returned Product through other channels is at their own risk and does not relieve Customer of liability for the order value of this contract unless Company has given written permission to Customer to replace returned Product at Company's expense.

12. EXPORT CONTROL

The Customer undertakes to comply with all applicable national, supranational and international export control regulations. The Customer warrants that the delivered goods, including replicas thereof, will only be used and will be passed on to third parties in compliance with all applicable export control regulations.

13. COMPLIANCE

The Customer confirms that it has taken notice of our Code of Conduct available at our website or directly via this link <https://buhlmann-group.com/downloads/#code-of-conduct> and undertakes to observe and comply with the principles set out in the Code of Conduct in the performance of its activities and to ensure compliance with them.