GENERAL TERMS AND CONDITIONS

1. **General.** The terms and conditions contained herein, together with any additional or different terms contained in WEG Proposal, if any, submitted to Purchaser (which Proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement between the parties with respect to this order and supersede all prior communications and agreements. Acceptance by WEG of Purchaser's order, or Purchaser's acceptance of WEG's Proposal is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions which may not be changed or waived except in a writing signed by both parties. Any additional, inconsistent or different terms and conditions contained in Purchaser's purchase order or other documents supplied by Purchaser are hereby expressly rejected. Unless the context otherwise requires, the term "Equipment" as used herein includes all equipment, parts, and accessories sold, and all software and application software licensed to Purchaser under this order. Unless the context otherwise indicates, the term "Services" as used herein shall mean labor, supervision and project engineering services provided under this order. As used herein, the term "Purchaser" shall include the initial end user of the Equipment and/or Services; provided, however, that Paragraph 12(a) shall apply exclusively to the initial end user.

2. **Prices, Taxes, Customs Duties.**
   (a) The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, its sale, its value or its use, or any services performed in connection herewith. Purchaser agrees to pay or reimburse any such taxes which WEG or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide WEG a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
   (b) WEG's prices herein include customs duties and other importation or exportation fees applicable to importation into the United States.

3. **Payment.**
   (a) Unless specified to the contrary in writing by WEG, payment terms are net cash, payable without offset, by wire transfer, in United States Dollars, 30 days from date of invoice.
   (b) If, in the judgment of WEG the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, then WEG may require payment in advance, payment security satisfactory to WEG or cancel any outstanding order, whereupon WEG shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date WEG gives written notice of readiness to ship. Delays in delivery or non-conformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
   (c) If Purchaser does not pay an invoice when due, Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1.5 % per month or the highest applicable rate allowed by law on all such overdue amounts plus WEG's attorneys' fees and court costs incurred in connection with collection.

4. **Changes.**
   (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by WEG and resulting adjustments to affected provisions including price, schedule, and guarantees, mutually agreed in writing prior to implementation of the change.
   (b) WEG may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to meet any performance guarantees provided for in the Proposal. If Purchaser refuses to approve any such changes, WEG shall be relieved of its obligations to meet such guarantees to the extent to which WEG may be affected by such refusal.

5. **Delivery, Title and Risk of Loss.**
   Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA point of shipment or Freight Prepaid and Add at WEG’s election. Equipment shipped from outside the continental United States is delivered FOB port of entry. All shipping terms are Incoterm 2010 unless otherwise indicated. Where the delivery of Equipment is delayed by Purchaser or by Force Majeure, WEG may deliver the equipment by moving it to storage for the account of and at risk of Purchaser. Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for WEG's performance.
hereunder. Claims for shortages or other errors in delivery must be made in writing to WEG within ten (10) days of delivery. Title to and risk of loss of the Equipment shall pass upon delivery.

6. **Inspection, Testing and Acceptance.**
   (a) Any inspections by Purchaser of Equipment on WEG's premises shall be scheduled in advance and during normal working hours.
   (b) When factory acceptance testing is included in the Agreement, WEG shall notify Purchaser when WEG will conduct a standard acceptance test for Purchaser prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of the test, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and authorizes shipment.
   (c) When on-site acceptance testing is included in the Agreement, a standard WEG on-site acceptance test will be performed by WEG's personnel to verify that all Equipment supplied hereunder has arrived at site complete, without physical damage, and is ready for use. Completion of the on-site acceptance test constitutes full and final acceptance of the Equipment.
   (d) If Equipment is not accepted by Purchaser within thirty (30) days after delivery, final acceptance shall be deemed made.

7. **Warranty.**
   (a) Equipment. WEG warrants the Equipment (excluding software) against defects in material and workmanship for a period expiring on the earlier of twelve (12) months after installation or eighteen (18) months from date of shipment.
   (b) Services. WEG warrants Services against defects in workmanship for a period of ninety (90) days from the date of completion of such Services.
   (c) Parts. If applicable to the scope of WEG's work hereunder, WEG further warrants: (i) spare parts and components sold by WEG against defects in material and workmanship for a period of twelve (12) months after shipment and (ii) repaired or refurbished parts repaired by WEG against defects in material and workmanship for a period of ninety (90) days after shipment, unless repaired pursuant to an original Equipment warranty, in which case the repair is warranted for the time remaining of the original warranty period.
   (d) Software. If software developed by WEG is furnished hereunder, WEG's sole warranty of such software is that, except as specified below, it will execute in accordance with WEG's published specification when properly installed. The warranty period shall be one (1) year from date of shipment. If the software does not meet the above warranty and if the Purchaser promptly notifies WEG and provides the description of the error and complete information about the manner of its discovery, WEG shall thereupon correct any defect or error by (at its option): (i) modifying or making available to the Purchaser instructions for modifying any erroneous program; or (ii) making available at WEG's facility corrected or replacement programs. The foregoing warranty shall not apply to defects resulting from unauthorized modification or Purchaser-supplied software or interfacing. WEG does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
   (e) Remedies. Should any failure to conform with the applicable warranties appear during the specified periods under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained, and if given prompt written notice by Purchaser, WEG shall correct such nonconformity by, at its option, (i) repair or replacement of the nonconforming Equipment or parts thereof, or (ii) refund of the purchase price of the nonconforming Equipment or parts thereof, or (iii) in the case of nonconforming Services, provide equivalent Services at the job site or refund the price therefor. Repairs or replacements pursuant to warranty shall not renew or extend the applicable original warranty period, provided however, that any such repairs or replacement of Equipment or parts thereof shall be warranted for the time remaining of the original warranty period or 30 days, whichever is longer. Purchaser shall be responsible for providing free and clear working access to repair or replace the defect or nonconforming Equipment, including deenergizing and reenergizing the Equipment and any necessary disassembly and re-assembly of other equipment or structures, and for providing transportation to and from repair or factory facility, all of which shall be at Purchaser's risk and expense.
   (f) These warranties shall not apply to any Equipment or parts thereof which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been used in a manner contrary to WEG's instructions; (iv) are comprised of materials provided or design stipulated by Purchaser; (v) are used equipment; or (vi) result from normal wear and tear.
   (g) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND WEG HEREBY DISCLAIMS ALL**
OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR
A PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
(h) Correction of nonconformities in the manner and for the period of time provided above shall be Purchaser's
sole and exclusive remedy for any failure of WEG to comply with its obligations hereunder.

(a) WEG shall defend at its own expense any actions brought against Purchaser alleging that the Equipment
furnished hereunder by WEG or the use of said Equipment to practice any process supplied hereunder by WEG
directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally
awarded in said actions. WEG shall have the right to settle or otherwise terminate said actions in behalf of
Purchaser.
(b) WEG shall have no obligations hereunder and this provision shall not apply: (i) to any other equipment or
processes, including Equipment or processes supplied hereunder by WEG which have been modified or
combined with other equipment or processes; (ii) to any products or articles manufactured by any equipment or
processes; (iii) to any patent issued after the date of this Agreement; and (iv) in the event any of said actions is
settled or otherwise terminated without the prior written consent of WEG.
(c) If, in any action hereunder, the Equipment is held to constitute infringement, or the practice of any process
using the Equipment is finally enjoined, WEG shall, at its option and its own expense, either procure for Purchaser
the right to continue using said Equipment; or, modify or replace it with non-infringing equipment; or, with
Purchaser's assistance, modify the process so that it becomes non-infringing; or remove it and refund the
purchase price allocable to the infringing equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE
LIABILITY OF WEG WITH RESPECT TO PATENT INFRINGEMENT.
(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser
with equipment or processes not furnished hereunder (except to the extent that WEG is a contributory infringer)
or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by
WEG or to produce an article, and by reason of said modification, combination, performance or production, an
action is brought against WEG, Purchaser agrees to defend and indemnify WEG in the same manner and to the
same extent that WEG indemnifies Purchaser in this "Patent Indemnity" paragraph.

9. Limitation of Liability.
(a) In no event shall WEG, its suppliers or subcontractors be liable for special, indirect, incidental or
consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but
not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital,
cost of substitute equipment, facilities or services, downtime costs, delays, or claims of customers of the
Purchaser or other third parties for such or other damages. WEG's liability for any claim whether in contract,
warranty, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, connected with, or
resulting from this Agreement or the performance or breach thereof, shall in no case (except as provided in the
section entitled "Patent Indemnity") exceed the purchase price allocable to the Equipment or part thereof or
Services which gives rise to the claim. The limitations in this section shall prevail over any conflicting terms, except
to the extent that such terms further restrict WEG's liability.
(b) All WEG liability shall end upon expiration of the applicable warranty period, provided that Purchaser may
continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration,
as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but
in no event later than one year after expiration of such warranty period.
(c) In no event, regardless of cause, shall WEG assume responsibility for or be liable for penalties or penalty
clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising
out of or related to the Equipment and/or Services.

10. Nuclear Liability. In the event that the Equipment or parts sold hereunder are to be used in a nuclear
facility, the Purchaser shall, prior to such use, arrange for insurance or a governmental indemnity protecting WEG
against liability and hereby releases and agrees to indemnify WEG and its suppliers from any nuclear damage,
which in any manner arises out of a nuclear incident, whether alleged to be due, in whole or in part, to the
negligence of WEG or its suppliers.

11. Laws and Regulations. Purchaser has sole responsibility for compliance with all applicable Federal, state
and local laws and regulations relating to the operation or use of the Equipment. If Purchaser desires a
modification to the order as a result of any change or revision to any law or regulation after the date of the
proposal, such modification shall be treated as a change order. Nothing contained herein shall be construed as
imposing responsibility or liability upon WEG for the obtaining of any permits, licenses or approvals from any
agency required in connection with the supply, erection or operation of the Equipment. WEG’s obligations are
conditioned upon Purchaser’s compliance with all U.S. and other applicable trade control laws and regulations.
Purchaser shall not trans-ship, re-export, divert or direct Equipment other than in and to the ultimate country of
destination declared by Purchaser and specified as the country of ultimate destination on WEG’s invoice.

12. Software License.
(a) If software is furnished as part of the sale made hereunder, Purchaser obtains a limited license to use
certain proprietary software identified in WEG’s proposal, subject to the following: (i) the software may be used
only in conjunction with equipment specified by WEG, (ii) the software is to be kept strictly confidential, (iii) the
software shall not be copied, reverse engineered, or modified, (iv) the Purchaser’s right to use the software shall
become effective upon delivery and shall continue until the related equipment is no longer used by the Purchaser
or until otherwise terminated hereunder, and (v) the rights to use the software are non-exclusive, and non-
transferable, except with WEG’s prior written consent.
(b) Nothing contained in this Agreement shall be deemed to convey any title to or ownership in the software or
the intellectual property contained therein in whole or in part to Purchaser, nor to designate the software a “work
made for hire” under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement
any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser
shall immediately cease using the software and without retaining any copies, notes or excerpts thereof, return to
WEG the software and all copies thereof and shall remove all machine readable software from all of Purchaser's
storage media.

13. Inventions and Information. Unless otherwise agreed in writing by WEG and Purchaser, all right, title and
interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall
remain with WEG. Any design, manufacturing drawings or other information submitted to the Purchaser remain
the exclusive property of WEG. Purchaser shall not, without WEG’s prior written consent, copy or disclose such
information to a third party. Such information shall be used solely for the operation or maintenance of the
Equipment and not for any other purpose, including the duplication thereof in whole or in part.

14. Force Majeure. WEG shall not be liable for loss, damage, detention, or delay, nor be deemed to be in
default from causes beyond its reasonable control including but not limited to acts of war (declared or undeclared)
fire, strike, labor difficulties, Acts of God, acts or omissions of any governmental authority or of Purchaser,
compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or
inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or
delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In
the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus
a reasonable time to resume production and the contract price will be adjusted to compensate WEG for such
delay.

15. Cancellation. Purchaser may cancel any order or contract only upon prior written notice and payment of
termination charges, including but not limited to, all costs identified to the order or contract incurred prior to the
effective date of termination and all expenses incurred by WEG attributable to the termination, plus a fixed sum
of ten (10) percent of the final total selling price to compensate for disruption in scheduling, planned production
and other indirect costs.

16. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after
receipt by WEG of Purchaser's written notice specifying such default, WEG shall have failed to initiate and pursue
with due diligence correction of such specified default.

17. Assignment. Any assignment of this Agreement or any rights or obligations hereunder without prior written
consent of WEG shall be void.

18. Choice of Law. This agreement shall be governed by the laws of the State of Georgia, but excluding the
Georgia law with respect to conflicts of law. Purchaser agrees that all causes of action under this agreement shall
be brought in the Superior Court of Gwinnett County, Georgia, or the U.S. District Court for the Northern District

Revised April 21 2021
of Georgia, and hereby waives any challenges that Purchaser may have to such court’s personal jurisdiction over Purchaser. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

19. **Anti-Corruption.** The parties affirm that the negotiations which resulted in this Agreement were conducted under the principles of good faith in the ordinary course of business, and that neither party nor their representatives involved in these negotiations have given or offered any kind of personal advantage, in particular, bribery, graft, donation, among others. In the event that either party becomes aware of evidence of personal favoritism in this transaction, as described above, even after the termination of this Agreement, that party is required to notify the other party immediately, in order to enable the necessary investigations.

20. **Entire Agreement.** This Agreement constitutes the entire agreement between WEG and Purchaser, and there are no agreements, understandings, restrictions, warranties, or representations between WEG and Purchaser other than those set forth or provided for herein.