



## Terms and Conditions of Sale Europe

This document is applicable to CEMP and Rotor companies, companies of WEG Group, located in Europe hereinafter individually referred to as “Seller” or “Company”.

**1. General.** These Terms and Conditions shall be the only terms applicable to any contract for sale of products, equipment, parts, materials, supplies, and other goods that the seller entity named on the respective quotation or order confirmation or any of its affiliated companies (“**Seller**”) has agreed to supply (“**Products**”) to an entity to which Seller is selling Products or Services under a contract (“**Buyer**”); where applicable, this includes the licensing of Software loaded on or provided with the Products or Services (“**Software**”) or the provision of services that Seller has agreed to provide (“**Services**”). Any terms and conditions in any of Buyer’s other documents that vary or are inconsistent with or add to these Terms and Conditions shall not be binding upon Seller without Seller’s express written consent. These Terms and Conditions may only be amended in writing by way of a document signed by authorized representatives of both parties, and they shall constitute the entire 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. Validity.** Quotations are valid for thirty (30) days unless extended in writing by Seller. A purchase order shall only be deemed to be accepted when the Seller issues an order confirmation in writing or in text form, at which point the contract shall come into existence. Specific terms included in the order confirmation shall have precedence over the terms of these General Terms and Conditions.

### 3. Prices and Price Adjustments

**(a) Price.** The price of Products, Software or Services sold pursuant to the contract shall be as set forth in the order confirmation. If a price is not specified in the order confirmation, the price shall be based upon Seller’s prices in effect at the time of shipment.

**(b) Fees and Taxes.** Unless otherwise agreed upon, prices are Ex Works, as that term is defined in Incoterms® 2020 and do not include taxes, packaging, duties, fees or other charges of any kind, including, but not limited to any duty, custom, inspection or testing fee, value added tax, goods and services tax and any increase in the same, imposed by any governmental authority or other charges attributable to the sale. Seller reserves the right to discontinue any price discounts and other terms and conditions related to price without notice.

**(c) Price Adjustments.** Price increases are effective upon notice by Seller to Buyer in case of (i) Changes in Buyer’s specifications, quantities ordered, shipment arrangements and other Buyer requests, including, but not limited to, requests requiring or involving performance of overtime work, special packaging, engineering services, obtaining special certificates related to quality review, or preparation of documentation; (ii) changes in freight rates and other transportation related expenses; (iii) changes in applicable laws and (iv) changes in Seller’s cost of production which are not insignificant, such as in the cost of raw materials, components, and/or labor.

**4. Terms of Payment.** Terms of payment, unless agreed otherwise, are thirty (30) days net from the date of invoice without any deductions. In case of default in payment, Seller reserves the right to charge interest at the rate of the legal interest rate applicable in the Seller’s location country as set by the government or the central bank. Costs of collection (including reasonable attorney’s fees) must be borne by the Buyer. Seller reserves the right to withdraw from the contract immediately, if Buyer fails to fulfill any advanced payment agreed in the contract.

**5. Changes and Discontinuation.** Seller reserves the right at any time, without notice and without incurring any obligation, to discontinue and withdraw any Products, Services or spare parts from sale, to make changes in the design of Products, and/or to add improvements to Products or Services. Seller reserves the right to

amend the specification of a confirmed purchase order, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not affect the nature or quality of the Services.

**6. Shipment and Delivery.** All shipments are Ex Works Seller's premises (plant, warehouse or other point of sale), unless otherwise agreed to in writing. Delivery dates are approximate, not guaranteed. Products are deemed delivered on the day the shipment is made available to the carrier. Any risk of loss or damage passes onto Buyer therefrom. Any order request outside of normal lead times may be subject to expedite fee. Seller reserves the right to make partial deliveries unless a specific agreement to the contrary is fixed in the contract. Upon delivery, Buyer shall immediately inspect Products and notify in writing on any detected defects. If no such notification is given within three (3) days after delivery, Products are deemed to be delivered without defect.

## 7. Force Majeure

**(a) Excuse of Performance.** Neither party shall be in breach of the contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. A "Force Majeure Event" means (i) any cause beyond either Party's reasonable control, (ii) an act of God, nature, act of Buyer, embargo or other government act, authority, regulation or request, fire, flood, the public enemy, theft, explosion, accident, strike, slowdown or other labor disturbance, war, armed conflict, act or threat of terrorism, riot, civil unrest, epidemic, energy shortage, delay in transportation, or (iii) inability to obtain or delay in obtaining or reduced availability (in the normal manner and from the usual source) of necessary labor, materials, components, license or facilities. Should any of the aforementioned events occur, Seller, at its option, may cancel Buyer's order with respect to any undelivered Products or incomplete Services or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to Buyer. In the event Seller elects to so cancel the contract, Seller shall be released of and from all liability for failure to deliver the Products or to perform the Services, including, but not limited to, all claims on behalf of Buyer for lost profits, or any other claim of any nature which Buyer might have. If shipping or progress of the work is delayed or interrupted by Buyer, directly or indirectly, Buyer shall pay Seller for all additional charges resulting therefrom.

**(b) Allocation.** If Seller determines that its ability to meet the demand for Products, including the Products, or to obtain labor, materials, components or facilities is hindered, limited or made impracticable due to causes set forth in subsection (a) above, Seller may allocate its available supply of Products (without obligation to acquire additional or other supplies of any such Products), including the Products, among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

**8. Cancellation and Revision. Suspension.** Unless otherwise agreed to in writing, no order or delivery date which has been confirmed by Seller may be cancelled, varied or suspended by Buyer, except on the terms that Buyer shall indemnify Seller in full against all losses (including loss of profit), costs (including the costs of storage, labor and material used and ordered before cancellation, variation or suspension), damages, charges and expenses borne by Seller as a result of the cancellation, variation or suspension. In addition to the losses evidenced by Seller, a handling fee of two per cent (2%) of the order value or 250 EUR, whichever is greater, shall be immediately due by the Buyer for each cancellation or suspension of an order. The Buyer shall have the right to prove that no damage at all or only significantly less damage has been incurred.

**9. 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 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.

**10. Ownership of Property.** Unless otherwise agreed in a written agreement signed by Seller, all material, equipment, facilities, Product samples and special tooling used, made, conceived, developed or acquired by

Seller for and/or in connection with the contract (“**Seller Property**”), shall remain the property of Seller and will vest in and inure to Seller’s sole benefit. The foregoing shall apply notwithstanding any charges therefor which may have been or may be imposed by Seller on Buyer. Buyer shall return any Seller Property to Seller upon written request from Seller. Buyer shall not give, loan, exhibit, sell or transfer any such property or reproduction thereof to any person, organization or entity who is not authorized by Seller in writing to receive it and shall not enable such person, organization or entity to furnish Products or parts therefore or services similar to the Products or Services. Unless otherwise set forth in a written and signed agreement between Buyer and Seller, Buyer’s property held in Seller’s possession is held at Buyer’s risk and not covered by Seller’s insurance. Any drawings or advertising produced by the Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products or the Services referred to in them. They shall not form part of the Contract nor have any contractual force.

**11. Intellectual Property.** All drawings, know-how, designs, specifications, inventions, devices, developments, processes, software, copyrights, trademarks, patents and applications therefore, and other information or intellectual property used, made, conceived, developed or acquired by Seller in connection with the contract (whether or not disclosed or otherwise provided to Buyer by Seller) and all rights therein (collectively, “**Seller Intellectual Property**”) will remain the property of Seller and will vest in and inure to Seller’s sole benefit and will be kept confidential by Buyer in accordance with these terms and conditions. Any Seller Intellectual Property shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any Seller Intellectual Property other than (a) as set forth below and (b) the limited right to use the Seller’s proprietary Products purchased from Seller.

**12. Product Data.** Buyer acknowledges and agrees to the collection, processing, and international transfer of data and information related to the Product(s), Software and Service(s) (“**Data**”). Seller shall be the exclusive owner of all Data. Seller may, but is not required to, anonymize Data so that Buyer is not readily identifiable (the “**De-Identified Data**”). Seller shall have the right and ability to use the Data and the De-Identified Data for its business purposes. In the event Seller does not own or is unable to own the Data or the De-Identified Data as a result of applicable law, or contractual commitment or obligations, Buyer grants Seller a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit statistical and other aggregated data derived from Buyer’s use of the Data or De-Identified Data.

**13. Personal Data Protection.** Buyer acknowledges to the use of Buyer or Buyer’s employees or contractor’s personal data according to Seller’s Privacy Notice, which can be found at: <https://www.weg.net/institutional/BR/en/privacy-policy>.

**14. Confidential Information.** All information furnished or made available by Seller to Buyer in connection with the subject matter of the contract shall be held in confidence by Buyer. Buyer may not use such information or disclose such information to others without Seller’s prior written consent. The obligations in this section will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by Buyer of any obligation herein, (b) Buyer can show by written records was in Buyer’s possession prior to disclosure by Seller, (c) is legally made available to Buyer by or through a third party having no direct or indirect confidentiality obligation to Seller with respect to such information, or (d) disclosure may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **15. Software License**

**(a) License Grant.** Notwithstanding any other provision herein to the contrary, Seller shall retain all rights of ownership and title in its respective Software and firmware, including all worldwide intellectual property and proprietary rights. Seller grants Buyer a limited, nonexclusive, non-sublicensable, non-transferable (except as defined in subsection (b)), royalty-free, limited license to use the Software and firmware solely limited to the agreed specifications of the contract and in conjunction with the operation of the Products purchased and sold under the contract. Buyer shall only have those rights to Software and firmware explicitly granted herein, and all other rights are retained by Seller or its licensors (as described in subsection (c)).

**(b) Scope of License.** Except as set forth in subsection (c) below, all Software and firmware shall be governed by these Terms and Conditions. Upon Seller's prior written approval, Buyer may make a reasonable number of copies of Software as necessary for backup, configuration, installation, and restoration of the Products. Also, upon Seller's prior written approval, Buyer may authorize a third-party contractor or service provider to exercise the rights set forth in the preceding sentence solely on Buyer's behalf and for Buyer's benefit. Buyer may transfer possession of Software and its media and firmware to another party only in conjunction with the transfer of the Products on which the Software and firmware is loaded and only upon agreement of the other party to the terms and conditions of the contract. Upon such transfer, Buyer shall destroy all Buyer's copies of Software and firmware and related documentation and ensure that any third-party contractor or service provider does the same. All licenses and grants pursuant to the contract shall immediately terminate once Buyer no longer right fully owns or possesses the Products. Upon Seller's request, Buyer shall provide Seller with written notice of any such transfer providing the name, address, and contact information of the subsequent Buyer within fifteen (15) days of such transfer.

**(c) Third-Party Software.** Seller's Software and firmware may include certain third-party software that is integrated or embedded therein or provided with the Software and firmware ("Third-Party Software"). Third-Party Software is included in the term "Software" for purposes of these Terms and Conditions. Notwithstanding any other provision herein to the contrary, each respective third-party licensor shall retain all rights of ownership and title in its Third-Party Software, including all worldwide intellectual property and proprietary rights. Buyer's use of Third-Party Software and firmware shall be governed by these Terms and Conditions and the respective third-party licensor's license terms.

**(d) Use Restrictions.** Buyer shall not (i) copy, display, transfer, adapt, modify, or distribute in any form the Software and firmware except as set forth in the contract or in Seller documentation provided by Seller to Buyer with the Software and firmware; (ii) reverse engineer, disassemble, decompile, or otherwise translate the Software or firmware's object code, unless expressly permitted by applicable law without the possibility of contractual waiver; or (iii) sublicense or lease the Software and firmware or any copy thereof except with the transfer of the Products on which the Software and firmware is loaded. Except as provided under the terms of Seller's standard escrow agreement between Seller and Buyer, if applicable, Buyer shall not make available to any party, without prior written consent from Seller or its authorized agent, source code for the Software and firmware.

**(e) Maintenance and Support.** Seller may offer to Buyer the option to purchase from Seller annual Software maintenance and support services under the terms and conditions of a maintenance and support agreement. Buyer may renew this maintenance term at then-current maintenance rates. In the event Buyer purchases additional Software licenses, maintenance fees for such licenses shall be prorated to be coterminous with Buyer's existing maintenance period. In no event shall Seller be responsible for providing maintenance services for a period during which maintenance coverage is lapsed. Seller may choose to provide updated Software from time-to-time and will coordinate such updates with Buyer.

## **16. PRODUCT SAFETY AND SAFETY DEVICES. HIGH-RISK APPLICATION USE DISCLAIMER.**

**(a) 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 contract. IT IS BUYER'S RESPONSIBILITY TO FURNISH THE APPROPRIATE GUARDS AND TO INSTALL AND USE THE PRODUCTS IN A SAFE MANNER IN COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY REGULATIONS AND LAWS AND GENERAL STANDARDS OF REASONABLE CARE AND SKILL. IF BUYER FAILS TO DO SO, BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS SUPPLIERS AND OTHER CUSTOMERS HARMLESS FROM ANY LOSS, COST, EXPENSE, DAMAGE, ACTION OR CAUSE OF ACTION RESULTING FROM BUYER'S FAILURE.

**(b) HIGH RISK APPLICATION USE DISCLAIMER.** PRODUCTS AND SERVICES SOLD BY SELLER ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR FACILITY OR ACTIVITY, CRITICAL SAFETY SYSTEM, MEDICAL DEVICE, MILITARY DEVICE, SATELLITE, AVIATION EQUIPMENT, AIR TRAFFIC CONTROL EQUIPMENT, OR OTHER HIGH-RISK APPLICATIONS (COLLECTIVELY, "HIGH RISK APPLICATIONS"). BUYER SHALL NOT USE OR PERMIT OTHERS TO USE PRODUCTS OR SERVICES

FOR SUCH HIGH-RISK APPLICATIONS WITHOUT SELLER'S PRIOR WRITTEN CONSENT. IF SO USED WITHOUT SELLER'S PRIOR WRITTEN CONSENT, SELLER DISCLAIMS ALL LIABILITY FOR ANY DAMAGE, INJURY OR CONTAMINATION, AND BUYER SHALL INDEMNIFY AND HOLD SELLER, ITS OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND CUSTOMERS HARMLESS FROM AND AGAINST ANY AND ALL SUCH LIABILITY. SELLER'S CONSENT, IF ANY, WILL BE CONDITIONED UPON ADDITIONAL TERMS AND CONDITIONS ACCEPTABLE TO SELLER.

## 17. Warranty

**(a) Warranty for Products.** Seller warrants that its Products (i) conform to the agreed specifications, and (ii) are free from defects in material and workmanship for 12 (twelve) months from the date of shipment or 18 (eighteen) months from notification by Seller that shipment can be made, whichever comes earlier. Should a warranted Product fail to conform to these warranties within the warranty period, it is considered defective, subject to the limitations in subsection (b) below. Buyer must promptly notify Seller in writing. Seller will, at its discretion and at no charge to the Buyer (i) repair the defective Product; (ii) replace the defective Product; or (iii) offer a full refund of that portion of the purchase price allocable to the defective Product. The warranty period shall be suspended during repair or replacement because of a defect and continue for six (6) months after repair or replacement has been completed, or the remainder of the original warranty period, whichever ends later. These remedies are the exclusive remedies for breach of warranty.

**(b) What is not Covered by the Product Warranty.** 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 or abnormal storage or working conditions; (iii) use for purposes other than those for which designed, or other inappropriate, improper or excessive use; (iv) unauthorized attachments, modifications or disassembly; (v) use outside the specified technical data and without regards to the instructions of use published by Seller; (vi) Products maintained, serviced, repaired or altered by anyone other than Seller or Seller's authorized service agencies; (vii) dynamic vibrations imposed by the drive system in which the Products are installed, unless the nature of the vibrations has been defined and accepted in writing by Seller as a condition of operation within the scope of this warranty; (viii) damage during shipping or accidents or (viii) the Buyer alters or repairs the Products without the written consent of the Seller. 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.

**(c) Warranty for Services.** Seller warrants that the Services shall be performed in a competent and diligent manner. This warranty shall expire ninety (90) days from the date of completion of such Services.


**(d) Warranty for Software.** Seller warrants that the Software shall execute, at time of delivery, in accordance with the specification agreed upon in a written and signed agreement by Buyer (as licensee) and Seller (as licensor) when properly installed in the Products. Firmware embedded in the Products will execute Seller's programming instructions. The warranty shall expire six (6) months from date of manufacture of the first Product in which the Software is loaded.

**(d) 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. SELLER DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE WILL BE UNINTERRUPTED OR ERROR OR BUG-FREE.

**(e) Allocation of Risks.** This warranty allocates the risks of Product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the Products. Buyer acknowledges that it has read these Terms and Conditions, understands them, and agrees to and is bound by their terms.

**18. Limitations of Liability.** Seller will only be liable for damages caused by intent, willful misconduct, or gross negligence and in those cases where applicable laws on Product liability provide that in the event of personal injury or damage to goods used for private ends, liability is compulsory. 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 negligence, 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. 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. Seller is not liable for any liquidated damages or penalties payable by Buyer to its customers as a consequence of Seller's default, unless Seller has explicitly accepted such liability in writing before confirming the purchase order. 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. SELLER'S OVERALL LIABILITY SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, BE LIMITED TO THE VALUE OF THE PRODUCTS OR SERVICES PROVIDED UNDER A CONTRACT.

**19. Insurance.** After delivery and before payment, Buyer shall maintain insurance covering all Products and Services sold by Seller to Buyer in such amounts and against such risks as is customary by companies engaged in the same or similar business and similarly located, and shall, upon Seller's request, furnish evidence of such insurance satisfactory to Seller.

## **20. Compliance with Laws**

**(a) Export and Import Control.** Buyer shall comply, in the receipt and use of the Products and the Software, with all applicable import and export control laws, regulations, orders and requirements of the jurisdictions in which the Seller and Buyer are established and from which Products and Software are provided. Buyer shall not transfer, release, import, or export Products and/or Software in violation of such applicable laws, regulations or other legal requirements. Buyer shall provide a completed end-user certification in a form satisfactory to Seller upon Seller's request. Buyer will not re-export, divert or direct Products or Software other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice and Buyer's completed end-user certification accepted by Seller. Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union, the UK, Australia and the jurisdictions in which Seller and Buyer are established or from which Products, Software, Services and/or related items may be supplied, and the requirements of any licenses, authorizations, general licenses or license exceptions relating thereto will apply to its receipt and use of Products, Software, Services and related items. If Seller or Seller affiliate should fail to receive any necessary or advisable licenses, authorizations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit Seller or Seller affiliate from fulfilling the contract, or would in Seller's reasonable judgment otherwise expose Seller or Seller affiliate to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the contract, Seller and Seller affiliate will be relieved without penalty of all obligations under the contract. In no event may Buyer use, transfer, release, export or re-export any such Products, Software, Services or related items in violation of such applicable laws, regulations, orders or requirements or the requirements of any licenses, authorizations or license exceptions relating thereto. In addition, Seller has in place policies not to distribute its Products for use in certain countries based on applicable laws and regulations, including but not limited to UN, U.S., UK, Australian, and European Union regulations. This contract has been entered into on the basis that the Products are not sold, will not be re-sold, made available or in any way used in any such country in breach of Seller policies. Seller reserves the right to refuse support of any Products, Software, Services and/or related items that are in breach of this section. Any failure by Buyer to comply with this provision and all applicable laws pertaining to the importation, exportation, distribution, sales, promotion and marketing of Products, Software, Services, and related items will constitute a default giving Seller the right to immediate termination of this contract and/or the right to elect not to recognize the warranties associated with the Products, Software, Services or related items. Buyer shall accept full responsibility for all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify and hold Seller harmless from and against any and all fines, damages, levies, costs and judgments which Seller may be required to pay. Buyer represents and warrants that it is not a party listed as a specially designated terrorist, specially designated national, and/or blocked person or party which

otherwise appears on any list maintained by the U.S. Treasury Department Office of Foreign Assets Control, U.S. Commerce Department Bureau of Industry and Security, U.S. State Department, Australian, EU or UK designated parties' lists.

**(b) Anti-Bribery Laws.** Buyer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person(s) to use their influence to assist Seller in obtaining or retaining business or to benefit Seller or any other person in any way, and will not otherwise breach any applicable anti-bribery legislation, including but not limited to the Foreign Corrupt Practices Act of the United States, the UK Bribery Act and the Prevention of Corruption Act of India, each as amended from time to time. Any breach of this obligation shall constitute a material breach of the contract. Any breach of this section shall be grounds for immediate termination of this contract. Buyer shall protect, indemnify, and hold harmless Seller and its affiliates from any claim, damages, liabilities, costs, fees and expenses incurred by Seller or its affiliates as a result of Buyer's breach.

**(c) New or Changed Laws.** If Seller's obligations under the contract will be increased by reason of the making or amendment after the date of Seller's order confirmation of any law or any order, regulation or by-law having the force of law that will affect the performance of Seller's obligations under the contract, the contract price and delivery period will be adjusted accordingly and/or performance of the contract suspended or terminated, as appropriate.

**21. Time for Commencing Suit.** Any action for breach of any of the terms of this Terms and Conditions must be commenced within twelve (12) months of the alleged breach.

**22. Salvatory Clause.** If individual provisions of these Terms and Conditions 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) had been had they been valid and practicable.

**23. Waiver.** No waiver by Seller of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, by Seller any right, remedy, power or privilege arising from these Terms and Conditions shall operate or be construed as a waiver thereof; nor shall any single or partial exercise by Seller of any waiver, right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**24. Applicable Law and Dispute Resolution.** The contractual relationship between Seller and Buyer shall be exclusively governed by the laws of the business location 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 from or in connection with the contractual relationship shall be referred to and settled by the courts 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.

#### **Appendix 1: Particular Terms and Conditions for Sale for Germany**

In case the Seller is located in Germany, any relation between the Seller and the Buyer are subject to the specific terms as follows:

**18. Limitations of Liability.** The last sentence of Section 18. shall not apply.

#### **Appendix 2: Particular Terms and Conditions of Sale for Italy**

As provided by article 1341 of the Italian civil code the Buyer expressly approves the following articles:

- 2. Validity.
- 3. Prices and Price Adjustments.
- 4. Terms of Payment.
- 5. Changes and Discontinuation.
- 6. Shipment and Delivery.
- 8. Cancellation and Revision. Suspension.
- 9. Retention of Title.
- 10. Ownership of Property.
- 11. Intellectual Property.
- 12. Product Data.
- 13. Personal Data Protection.
- 14. Confidential Information.
- 15. Software License.
- 16. Product safety and safety devices. High-risk application use disclaimer.
- 17. Warranty.
- 18. Limitations of Liability.
- 19. Insurance.
- 20. Compliance with Laws.
- 21. Time for Commencing Suit.
- 23. Waiver.
- 24. Applicable Law and Dispute Resolution.

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