

General Terms and Conditions of Sale and Delivery

Last revised: August 2021

1. Terms and Conditions of Sale

- 1.1. These General Terms and Conditions of Sale and Delivery ("GTCS") are applicable to all buyers (collectively, the "Buyers" and each, individually, a "Buyer") of Lenze Americas Corporation as seller ("We" or "Seller").
- 1.2. We shall sell and deliver to the Buyer and the Buyer shall purchase and accept from us the products (herein, the "Goods"), irrespective of whether we produce the goods ourselves or purchase them from suppliers, described on or in any confirmed order, agreement or quotation, or any combination thereof (the "Order"), pursuant to the terms and conditions of the Order and those specified below, which taken together shall constitute the entire agreement between us and the Buyer regarding the Goods (herein, this "Agreement"). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's Order or in the version last transmitted to the Buyer in writing shall also apply to similar future agreements without us having to refer to the GTCS again in each individual case.
- 1.3. Unless we expressly consent in writing, any additional or different terms or conditions contained in the Order or in any other form issued by the Buyer shall be deemed objected to by us and shall be of no effect. No general terms and conditions of the Buyer shall at any time form a part of the content of any contract or agreement between the Buyer and us, even if they are not further expressly rejected by us.
- 1.4. In the case of framework agreements and continuing obligations, the Buyer shall be notified in writing of any amendments to the GTCS. They shall be deemed approved unless the Buyer objects in writing within one (1) month of receipt of the notification.

2. Entering Legally Binding Agreement

- 2.1. Unless otherwise agreed in writing or otherwise stated on the quotations, all quotations for the Goods are valid for a period of four (4) months from the date of issue. All quotation may include catalogues, technical documentation (e.g., drawings, plans, evaluations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights. Subsequent modifications in quantity or quality, if such are requested by the Buyer, generally will cause a modification of the quoted price. The Buyer shall bear all costs associated with the modification of the Order.
- 2.2. No Order is binding upon us until the earlier of acceptance of the Order in writing (e.g., through order confirmation) or the delivery of the Goods to the Buyer within fourteen (14) days after receipt of the Order, unless otherwise specified in the Order. Notwithstanding any prior acceptance of an Order by us, we shall have no obligation if the Buyer is in breach of any of its obligations hereunder, or any other agreement between the Buyer and us, at the time our performance was due.
- 2.3. All verbal agreements concerning the terms of any Order, including agreements made by telephone, shall have no force and effect unless and until acknowledged by us in writing.

- 2.4. Orders placed with and accepted by us may not be canceled except upon our written consent prior to shipment and the Buyer's acceptance of our cancellation charges which shall protect us against all costs and losses. We reserve the right to cancel any Order hereunder in our sole discretion without liability to us (except for refund of monies already paid).

3. Delivery Deadlines and Delay in Delivery

- 3.1. Delivery dates shall be agreed individually with the Buyer or specified by us upon acceptance of the Order.
- 3.2. We shall use our reasonable efforts to deliver the Goods to the Buyer by the agreed upon date. However, time shall not be of the essence. Except in cases of our willful misconduct or gross negligence, we shall not be liable to the Buyer for failure of delivery or for delays in delivery or damage to the Goods while in transit to the extent these are caused by force majeure or other events unforeseeable at the time of entering the Agreement (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transportation delays, strikes, lawful lock-outs, shortage of labour, energy or raw materials, difficulties in obtaining necessary official approvals, official measures or pandemics, unavailability of supplies due to late delivery by our suppliers despite corresponding contractual agreement) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver Goods or render services, and if the impairment is not only of a temporary nature, we shall be entitled to withdraw from the Agreement. In case of a temporary delay, the delivery or service deadlines shall be extended, or the delivery or service deadlines shall be suspended by the period of the delay, plus a reasonable starting period. To the extent the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, the Buyer may withdraw from the agreement in writing.

4. Delivery, Passing of Risk, Acceptance, Failure to Accept Goods

- 4.1. The delivery is made EXW our warehouse having a business address at 630 Douglas Street, Uxbridge, MA 01569 (per Incoterms® 2020), which is also the place of performance for the delivery and any subsequent performance. Upon request and at the expense of the Buyer, the Goods will be shipped to a different destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment at our sole discretion (in particular, the transport operator, shipping route, packaging).
- 4.2. The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer upon delivery. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods, as well as the risk of delay, shall already pass to the Buyer upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to deliver the Goods. Our agreement with the Buyer shall determine the passing of risk. If the Buyer fails to accept delivery of the Goods, the Goods are deemed to have been delivered and/or accepted.
- 4.3. If the Buyer fails to accept the Goods, if the Buyer fails to cooperate, or if our delivery is delayed for reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the damages resulting thereof, including any additional costs and expenses (e.g., storage costs). For each full or partial month of storage, we shall charge storage fees in the amount of zero-point five percent (0.5%) of the price of the Goods which were accepted late, but not exceeding more than five percent (5%) of the price of the Goods which were

accepted late, beginning with the delivery deadline or – in the absence of a delivery deadline – upon notification of readiness for despatch of the Goods (the “Lump Sum”).

Notwithstanding the above, we do not waive any rights, legal claims and remedies exceeding the Lump Sum by proving entitlement to a higher damage amount (particularly, compensation for additional cost and expenses, termination costs); however, the Lump Sum is to be credited against further monetary claims. The Buyer reserves the right to demonstrate that we have not suffered any damages or that the damages are significantly less than the Lump Sum.

- 4.4. In cases of deliveries of Goods manufactured to the Buyer’s specification (“Special Orders”) and unless otherwise agreed to in writing, all tools, drawings, samples, models, plans, blueprints or other devices and/or documents used and/or developed by us (the “Tools”) in order to fulfill any Order or Special Order are our property, even if the cost of development and/or manufacturing of such tools, models, plans, blueprints or other devices and/or documents was wholly or partially borne by the Buyer.

5. Prices and Terms of Payment

- 5.1. Unless the parties agree otherwise by special price quote made to Buyer in writing, our prices shall be our current prices in effect from time-to-time EXW our warehouse having a business address at 630 Douglas Street, Uxbridge, MA 01569 (per Incoterms® 2020).
- 5.2. Prices in catalogues and brochures are not binding unless confirmed by us in writing in our Order confirmation.
- 5.3. In case of sale by delivery to a place other than the place of performance pursuant to Section 4.1, the Buyer shall bear the transport costs EXW our warehouse having a business address at 630 Douglas Street, Uxbridge, MA 01569 (per Incoterms® 2020) and the costs of transport insurance, if desired by the Buyer. We will either invoice the transport costs actually incurred in the individual case or agree on a lump sum for the transport costs (excluding transport insurance). Any customs duties, fees, charges, taxes, and other public levies shall be borne by the Buyer, irrespective of whether applicable law makes such items the responsibility of the Buyer or our responsibility but excluding any taxes payable by us with respect to our net income.
- 5.4. Packaging, loading, freight, and insurance costs, as well as assembly and commissioning costs, shall be invoiced separately. The same shall apply to application software. The Buyer shall be charged separately for fees and costs for the procurement and authentication of certificates of origin, consular invoices, permits, etc.
- 5.5. When standard equipment is sold, planning work, supplementary work and other engineering services are not part of the standard service and are not included in the prices. Documentation is provided by standard operating manuals and standard wiring diagrams. Circuit diagrams and project planning with regard to the specific drive case are not part of our services, nor are the mains in-feed, switch-on control, external control and linking.
- 5.6. We shall be bound to the prices agreed for an order for four (4) months after entering the agreement. If longer periods have been agreed upon regarding the delivery or service, we shall be entitled, in the event of an increase in the cost of materials or labor, to add a pro-rated surcharge for the increase in costs that has occurred on the basis of the original price calculation. This Section 5.6 shall not apply to prices for which a material price surcharge has been agreed upon in accordance with the following Section 5.7.

- 5.7. If and to the extent that a material price surcharge is agreed upon in an order for servo synchronous motors, the following shall apply: Servo synchronous motors use magnets containing the raw materials neodymium and dysprosium (so-called "rare-earth elements"). These commodities, which are subject to strong price fluctuations, were calculated using a base value from March 2011 or lower in the price calculation.

The material price surcharge shall be calculated if there is an increase in price between the March 2011 base value and the current value at the time of invoicing. The price in March 2011 for both raw materials (by kilogram of material incorporated in the respective engine) and the prices at the time of invoicing, provided that this is not later than five (5) days after delivery, shall be compared; otherwise the day of delivery of the respective engine shall determine the calculation. The prices quoted on Asian Metal (www.asianmetal.com) shall determine each case. Price increases occurring in relation to March 2011 – based on the weight of the two raw materials contained in each motor – shall be calculated in addition to the contractually agreed price.

With respect to further details of the material price surcharge, please refer to the below website <https://www.lenze.com/en-de/material-price-surcharge/>.

- 5.8. Unless otherwise agreed to in writing, the purchase price shall be due and payable within fourteen (14) days from the invoice date. However, we are entitled at any time, even within the scope of an ongoing business relationship, to make a partial or complete delivery subject only to advance payment. The Buyer shall make payments by check or wire transfer to the account indicated on the invoice without a cash discount or offset and we shall not be required to incur any expense to receive timely payment in full as required by this Agreement. Payments by check shall be subject to collection and shall be received by us within said fourteen (14) day period. In the event of returned checks, we shall be entitled to charge a \$25 processing fee.
- 5.9. We may without notice change or withdraw extensions of credit at any time. If we cease to extend credit terms before shipment, the Buyer's sole remedy shall be cancellation of its Order. If the Buyer does not receive notice before shipment, its sole remedy shall be rejection of the Goods immediately upon delivery.
- 5.10. If the Buyer fails to make payment on or before the date required, the Buyer shall pay interest to us on the purchase price at the rate of one point five (1.5%) percent per month or such lesser amount permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit. We reserve the right to assert further damages caused by the Buyer's default.
- 5.11. If the Buyer fails to observe these GTCS or the terms of any other agreements between us and the Buyer, or if the Buyer becomes insolvent, all balances then due and owing to us shall become due immediately, notwithstanding any agreed upon payment periods. Any Orders that have been confirmed by us but not yet filled shall in such cases become cancelable at our sole discretion.
- 5.12. The Buyer does not enjoy a right of set-off under any circumstances.

6. Termination

- 6.1. In addition to any other remedies that we may have, we may terminate this Agreement with immediate effect upon written notice to the Buyer, if the Buyer: (i) repeatedly fails to pay any amount when due under this agreement and that failure continues thirty (30) days after the Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or

complied with any terms under this Agreement, in whole or in part; (iii) exceeds the limit set by the credit insurer (iv) becomes insolvent, (v) calls a meeting of its creditors, or (vi) makes any assignment for the benefit of creditors, or if (vii) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against the Buyer. In each such occasion, we may, at its sole discretion, opt to (1) cancel this and any other agreement with the Buyer (without waiving any of our rights to pursue any remedy against the Buyer); (2) claim return of any Goods in the possession of the Buyer, the title of which has not passed to the Buyer, and enter the Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding invoices of the Buyer under this or any Agreement; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while the Buyer shall be responsible for all costs and expenses of such sale and be liable to us for any shortfall in the discharge of the amounts due to us. In the case of agreements for the manufacture of custom-made goods, we may terminate this Agreement immediately.

- 6.2. The Buyer's obligations under Sections 6, 7, 8, 9, 10, 11, 12, 13, 14,1., 14,2. will survive any termination of this Order.

7. Assignment and Security Interest

- 7.1. As security for the timely payment and performance of all the Buyer's obligations to us, the Buyer hereby agrees that it will transfer and assign all rights, title and interest it has against the insurance of any carrier selected by the Buyer for the delivery of the Goods, in the event the Goods are damaged in whole or in part during transit.
- 7.2. As further security for the timely payment and performance of all the Buyer's indebtedness to us, the Buyer hereby grants us a first -priority security interest in the Goods following delivery thereof to the Buyer ("Collateral"). Such Interest shall remain in force until payment in full of the entire purchase price for the Goods and any other amounts due to us by the Buyer.
- 7.3. If so requested by us, the Buyer shall deliver to us, in form and substance satisfactory to us, and duly executed as required by us, financing statements and other security interest perfection documentation in form and substance satisfactory to us, duly filed under the UCC in all jurisdictions as may be necessary, or in our opinion, desirable, to perfect our security interest and lien in the Collateral, in order to establish, perfect, preserve and protect our security interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of our interest.

8. Warranties

- 8.1. We warrant solely to the Buyer that for the Warranty Period (as defined below), the Goods will be free from defects in materials and workmanship under normal use and will conform to the agreed upon specifications of the Goods. Particularly all product descriptions and manufacturer specifications incorporated in the individual agreement shall be deemed to be an agreement on the quality of the Goods. Notwithstanding the foregoing, we retain the right to deviate from our published specifications due to the latest innovations of the Goods.
- 8.2. The foregoing warranty is subject to the proper storage, transportation and use of the Goods, and does not include defects due to normal wear and tear or deterioration. We further do

not warrant: (a) defects caused by failure to provide suitable installation environment for the Goods, (b) damage caused by use of the Goods for purposes other than those for which it was purchased, (c) damage caused by disasters such as fire, flood, wind, and lightning, (d) damage caused by unauthorized attachments, or modification, (e) any other abuse or misuse by the Buyer, including improper installation; (f) Goods which have been damaged or altered by the Buyer or its customers; or (g) failure to follow the operating and installation instructions.

- 8.3. We further represent and warrant to the Buyer that we shall perform the services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet our obligations under this Agreement.
- 8.4. We shall accept no liability for public statements made by the manufacturer or other third parties (e.g., promotional claims) which have not been expressly made part of the agreement between us and the Buyer. We further do not authorize any person or party to assume or create for us any other obligation or liability in connection with the Goods except as set forth herein.
- 8.5. The Buyer shall immediately, but in any event no later than five (5) days following delivery of the Goods, inspect the Goods for conformity and visible defects. The Buyer shall give us immediate written notice of any non-conformities or visible defects regarding the Goods. In the event that the Buyer fails to provide us within five (5) days following delivery of the Goods with notice of any non-conformities or visible defects, any warranty claims in this regard shall be deemed waived. We shall further not be liable for a breach of the warranty in connection with services unless the Buyer gives written notice of the defective services, reasonably described, to us within five (5) days of the time when the Buyer discovers or ought to have discovered that the services were defective.
- 8.6. With respect to orders made to custom, any defects of the Goods caused by the Buyer's specifications are excluded from the warranty set forth in 8.1. We also make no warranty that the Goods manufactured under an order made to custom do not infringe the intellectual property or other proprietary rights of any third party and the Buyer is solely responsible for assuring that such Goods do not so infringe.
- 8.7. The "Warranty Period" begins on the date of delivery of the Goods to the Buyer and continues to be in effect for twenty-four (24) months from the date of delivery. The "Warranty Period" shall be suspended for the time of repair or replacement until the repaired or replaced Good has been returned to the Buyer. If we and the Buyer agree that the Warranty Period, however, commences with acceptance of the Goods, the Warranty Period shall begin with acceptance of the Goods by the Buyer.
- 8.8. If the delivered item is defective, we may initially choose in our sole discretion whether to remedy the defect by repair or by delivering replacement Goods free of defects.
- 8.9. If services are also agreed upon, we shall, in our sole discretion, either repair or re-perform such services (or the defective part); or credit or refund the price of such services at the pro rata contract rate.
- 8.10. The Buyer is, however, still obligated to pay us the purchase price due.
- 8.11. All requests and notices under this Warranty shall be directed to:

Lenze Americas Corporation
630 Douglas Street
Uxbridge, MA 01569

United States

Phone: 1-508-278-9100; (Toll Free)1-800-217-9100

Fax: 1-508-278-7873

E-Mail: info.us@lenze.com

- 8.12. The Buyer shall give us the time and opportunity necessary to remedy the defect, particularly, send us the rejected Goods for inspection purposes. In case of a replacement delivery, the Buyer must return the defective item to us in accordance with the statutory provisions. Any remedial performance shall neither include the removal of the defective Goods nor its re-installation if we were not obligated to install it in the first place.
- 8.13. We shall bear or reimburse the expenses required for the purpose of inspection and remediation of the defect, in particular transport, travel, labor and material costs, if we determine an actual defect. Otherwise, we may demand from the Buyer reimbursement of the costs incurred because of the unjustified request to remedy the defect (particularly, inspection and transport costs).
- 8.14. In urgent cases, e.g., if the operational safety is jeopardized or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect themselves and to demand reimbursement from us for the actual expenses required for this purpose. The Buyer shall inform us immediately, if possible, in advance prior to any such remedial measures by the Buyer. Notwithstanding the above, the right to carry out own remedial measures shall not exist if we would be entitled to refuse a remediation of any defect under this Agreement.
- 8.15. If the remediation of the defect has failed or if a reasonable period to be set by the Buyer for the remediation of the defect has expired with no remedial success, the Buyer may terminate this Agreement or reduce the purchase price. No right of termination shall exist, however, in case of a minor defect. Notwithstanding the above, the Buyer shall have no other right to terminate this Agreement.
- 8.16. THE WARRANTIES SET FORTH IN SECTIONS 8.1 AND 8.3 ARE MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED), RIGHTS OR CONDITIONS, AND THE BUYER ACKNOWLEDGES THAT EXCEPT FOR SUCH LIMITED WARRANTY, THE GOODS AND SERVICES ARE PROVIDED "AS IS." WE SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE.

9. Limitation of Liability

- 9.1. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY THE BUYER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN AGREEMENT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE RESPECTIVE PURCHASE ORDER VOLUME OF THE RESPECTIVE INDIVIDUAL PURCHASE ORDER PER OCCURRENCE AND A MAXIMUM OF EURO ONE MILLION (EUR 1,000,000.00) IN THE AGGREGATE. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN US AND THE BUYER, THAT OUR PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

- 9.2. IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

10. Intellectual Property Rights

- 10.1. For all documents, objects, etc. provided to us for the purpose of delivery or performance, the Buyer shall be responsible for ensuring that the intellectual property rights of third parties are not infringed in the process. The Buyer agrees to defend, indemnify, and hold us (and its agents, representatives, employees, officers, related companies, successors, and assigns) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any claims by third parties and compensate us for any damage incurred. If we are prohibited from performance, manufacturing, or delivery by a third party invoking an intellectual property right belonging to them, we shall be entitled – without review of the legal position – to discontinue the work and to demand compensation for the expenses incurred. Any documents, objects, etc. provided to us which have not led to the order shall be returned on request in exchange for reimbursement of costs. Otherwise, we shall be entitled to destroy them three (3) months after submitting the proposal.
- 10.2. We shall reserve the ownership rights and copyrights to all samples, models, drawings, cost estimates, calculations, and similar information of a tangible or intangible nature – also in digital form. Buyer shall not make this information available to third parties. If the Buyer receives such information in connection with this Agreement, it shall be obligated to return all information to us free of charge if the parties decide to not enter into an agreement.
- 10.3. The Buyer further acknowledges that we and the Lenze Group of companies are the owners of the brands, trademarks, designs, patents, copyrights, and other intellectual property relating to our Goods, and that no right or license is conveyed by us to the Buyer to manufacture, have manufactured, modify, import, or copy such goods.
- 10.4. To the extent software is embedded into the Goods, the Buyer shall have the personal, non-exclusive, revocable, non-assignable and non-transferable license to use the software in its unmodified form as its embedded in the delivered Goods. Any individual contractual agreements with Buyer shall take precedence.

11. Confidentiality

- 11.1. The Buyer shall keep strictly confidential all information (in particular data and documents, drawings, prints and other technical material, trade secrets and confidential know-how of commercial value) pertaining to us (hereinafter collectively referred to as "Information") which we may provide to the Buyer in verbal, written or any other form – even if prior to entering this agreement (also by our service providers) - unless absolutely necessary for the performance of this agreement – not to record it, disclose it to third parties or to use the Information for the Buyer's own benefit except in connection with the Goods supplied hereunder; and will not sell, lease, loan or permit any other person, corporate division or entity to use such Information for any purpose, without our prior written consent.. This also applies to Information of other companies of the Lenze Group.

- 11.2. The aforementioned confidentiality obligation shall not apply to Information that
- can be demonstrated to have already been known to the Buyer prior to the cooperation with us without obligation to maintain confidentiality, or
 - is or becomes generally known without the Buyer being responsible for this, or
 - is disclosed to the Buyer by a third party without breach of any confidentiality obligation, or
 - must be disclosed on the basis of an enforceable official or judicial decision or a legal provision. In this case, the Buyer must notify us in writing prior to disclosure to give us the opportunity to obtain a protective court order.

The burden of proof for the existence of a legitimate exemption shall be borne by the Buyer.

- 11.3. The Buyer shall only be entitled to disclose the fact of the parties' cooperation to third parties, particularly to name us as a reference, with our prior written consent. Press releases or other statements to the public must be coordinated with us in advance. The above provisions shall not apply - if and to the extent - that they conflict with mandatory statutory provisions, in particular statutory disclosure requirements.

12. Export

The Buyer represents and agrees that it understands and will comply with all applicable national and international export controls and sanctions laws and regulations, in particular the ones of the United Nations, the European Union and the United States, as applicable. The sale and shipment of the Goods is to the named Buyer and location; the Buyer must comply with re-export or in-country transfer laws and regulations and, if necessary, will obtain all authorizations prior to transferring the Goods to other end users. The Buyer agrees that the Goods will not be imported into a free trade zone or free trade zone warehouse as such is strictly prohibited by us.

13. Indemnity

- 13.1. The Buyer agrees to defend, indemnify, and hold us (and its agents, representatives, employees, officers, all related Lenze Group of companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of the Buyer, its agents, employees, or subcontractors.

14. Governing Law and Place of Jurisdiction

- 14.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflict of laws thereof or the UN Convention on Agreements for the International Sale of Goods of 1980.
- 14.2. The Buyer expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Uxbridge, Commonwealth of Massachusetts for all disputes arising directly or indirectly from the contractual relationship and waives the right to assert that any action in any such court is in the improper venue or should be transferred to a more convenient forum. Notwithstanding the above, we shall also be entitled to bring suit at the

place of performance of the delivery obligation according to these GTCS or individually agreed terms or at the Buyer's principal place of business or where Buyer is incorporated or where Buyer is registered to do business as a foreign entity.

15. Severability

- 15.1. If any provision contained in this Agreement is held to be invalid, illegal, or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this contract shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal, and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

16. Miscellaneous

- 16.1. In the event of a violation or threatened violation of our proprietary rights, we shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that we would suffer irreparable harm.
- 16.2. Each party will comply with all applicable laws, regulations, and ordinances, and the Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Goods of any country involved in the transactions contemplated by the Agreement.
- 16.3. The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, employment, or agency relationship between the parties. The Buyer shall not be entitled to assign the rights and obligations of the Buyer set forth in this Agreement without our prior written consent.
- 16.4. The failure by either party to enforce at any time or for any period any one or more of the GTCS herein shall not be a waiver of them or of the right at any time subsequently to enforce all GTCS of this Agreement.
- 16.5. This Agreement, including any schedules attached hereto, if any, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns. It can only be amended in writing which (i) specifically refers to the provision of this Agreement to be amended and (ii) is signed by both parties.