

General Support Terms

These General Support Terms shall govern, without prejudice for special derogations, every contractual agreement between SEW-EURODRIVE and its Customers for Support services related to Products and/or Systems supplied by the Company.

DEFINITIONS:

SEW-EURODRIVE or Company: SEW-EURODRIVE S.a.s. of Sew S.r.l. & Co. with registered office in Solaro (MI), Via Bernini 12

Customer: the entity requesting SEW-EURODRIVE to provide Support services related to its Products and/or Systems.

Agreement: the agreement entered into between the Parties following the sending of the Acknowledgement of Order by the Company.

Support: every request for assistance on the part of the Customer having as its object the repair, conversion, overhaul, starting (except where it is already included in the sale), programming, maintenance, technological update and/or replacement of a Product and/or of a System manufactured by SEW-EURODRIVE.

Product: motors, gear units, gear motors, software, inverters, PLC and controllers, HMI and any other device, also being a component of a more complex System, manufactured and/or marketed by SEW-EURODRIVE.

Offer: the written document sent by SEW-EURODRIVE, including the business proposal aiming at meeting the Customer's needs.

Order: the written document sent by the Customer, either independently or in response to the Offer received by the Company.

Acknowledgement of Order: SEW-EURODRIVE's written document confirming the type of service required, and summarizing contractual conditions.

Parties: SEW-EURODRIVE and the Customer.

General Terms: the provisions of this document governing the contractual relationship.

These terms are available in the web site of SEW-EURODRIVE at the address www.sew-eurodrive.it

1. Conclusion of the Agreement

The Parties agree that any contractual relationship, either preceded by the sending of an Offer on the part of SEW-EURODRIVE or not, is to be regarded as concluded with the sending, on the Company's part, of an Acknowledgement of Order following the written Order received by the Company.

The Support Agreement shall be governed by these General Terms and by the additional single provisions included in the Acknowledgement of Order. In case of discrepancy between the clauses of these General Terms and of the Acknowledgement of Order, the latter shall prevail.

Any different contractual clauses, including general Customer support terms in any way made available to SEW-EURODRIVE, shall be applicable to the Agreement only if expressly approved by the Company in writing.

Offers, Orders and Acknowledgements of Order may be exchanged between the Parties by using any available means and technical solution, both in paper and/or computer format. In particular, electronic email messages, also without digital signature systems or equivalent systems, shall be deemed as equally valid and suitable to commit the Parties since they are regarded as an expression of their contractual intent like any written document whatsoever.

2. Support service terms

Support related to Products and/or Systems shall be provided at the

company's premises.

If Support is to be provided at the Customer's and/or at third parties' premises, following the receipt of the Customer's support request and after having agreed on the Support methods according to the provisions of the above Article, SEW-EURODRIVE's technicians shall provide the necessary support to carry out the service requested in compliance with the Acknowledgement of Order.

The expenses incurred by the Company to identify the problem and related to possible breakdowns and/or malfunctions reported shall be fully borne by the Customer, also in the event that the Support service cannot be carried out for any reason whatsoever.

Said condition shall apply also in the event that the services requested cannot be provided due to difficulties or impossibilities to, for any reason, find spare parts on the market.

Unless otherwise agreed upon, service timings specified by the Company in its Acknowledgement of Order are not binding and, consequently, they are to be intended as merely indicative.

The technical specifications related to single components object of the service (included in catalogues, electronic media, labels, Internet web sites or any other dissemination tool) are based on the experience and knowledge of SEW-EURODRIVE.

Therefore, the Customer hereby expressly declares to be acquainted with the technical and performance characteristics of the Product and/or System and to have used them according to the technical instructions provided by the Company.

The latest versions of all information materials (such as, for instance, catalogues and/or operational instructions) are available at the following website address <https://www.sew-eurodrive.de/home.html>.

If, in order to be repaired, single components and/or the entire Product and/or System need to be transferred to SEW-EURODRIVE's premises, transports costs shall be borne by the Customer, which consequently takes responsibility for the related risks, unless guarantee is recognised already.

If services cannot be performed for reasons for which SEW-EURODRIVE is not responsible, the Customer shall be billed for the work involved in submitting a cost estimate as well as other time and work required. These reasons include the following in particular: the defect that was reported cannot be found during inspection, spare parts are not available, the Customer negligently missed a scheduled deadline, the agreement is terminated while the services are being performed.

3. Services - Assembling and Acceptance

The Support services required by the Customer shall be carried out at the conditions provided for in the Acknowledgement of Order.

If the service must be provided at the Customer's premises or, in any case, outside SEW-EURODRIVE's premises, the Customer shall be responsible for specifying any special feature of the places where the Support Service must be carried out in order to allow the Company's technicians to make all the necessary preparations to ensure the most profitable access possible in compliance with the safety regulations in force.

Moreover, the Customer is required to provide all useful information to allow the Company to prepare the necessary documents for the dispatch of spare parts and equipment and for the trip of its technicians (including, but not limited to, visas and invitations).

If the Agreement provides for the payment of an advance on the price agreed upon, the service shall be postponed until the actual collection of the amounts on the part of the Company pursuant to Article 5.

If the Agreement provides for the delivery, on the Customer's part, of documents, design information and/or any other necessary detail for the provision of the service, the time limit related to the beginning of support operations shall start from the actual date of their full reception on the part of the Company.

The Customer shall be required to make available to SEW-EURODRIVE all that is necessary to allow it to provide the service (including, without limitation, special areas, electric system, suitable premises in compliance with safety in the workplace regulations).

Besides, the Customer shall make its employees available to the Company's technicians to help them in their Support service, as well as any possible equipment which may become necessary to complete the service.

However, the Company's technicians may not and shall not take part, in any way, in the activity carried out by the Customer.

The Customer shall become, for all intents and purposes, custodian of the necessary assets (including, without limitation, spare parts and equipment belonging to SEW-EURODRIVE) to carry out the Support service and, consequently, it undertakes to store them in closed premises that can be accessed only by the Company's technicians.

Once the service is completed, the Customer shall confirm in writing the Support report including a summary of the activity carried out, a list of the materials used and of those replaced, the hours of work carried out by the Company's technical personnel and any possible instruction that SEW-EURODRIVE's technicians may give to the Customer.

By signing the document, the Customer shall accept the service provided definitively and fully. The Customer may have any possible complaint related to the work carried out by SEW-EURODRIVE reported in the form.

The Customer's decision not to sign the document shall have no effect with regard to the obligations undertaken by it following the closing of the agreement.

4. Exclusions of liability

SEW-EURODRIVE disclaims all liability with regard to compliance of the Customer's equipment after its Support service.

SEW-EURODRIVE shall be liable without limitation for any damages resulting from intentional or grossly negligent breach of duty as well as culpable injury to life, body or health. In case of minor negligence, SEW-EURODRIVE shall be liable only if there is a violation of significant contractual obligations and limited to damage deemed typical and foreseeable within the scope of this agreement.

Therefore, unless otherwise agreed upon, it shall be the Customer's exclusive responsibility to ascertain that the changes and/or repairs did not alter compliance with provisions of law and, if necessary, to obtain a new certification.

Any possible related cost shall be fully borne by the Customer.

The Company also disclaims all liability with regard to support services carried out remotely or through information systems, if they are carried out in the absence of exact and detailed information on the Customer's part with reference to the problem complained about.

5. Prices and Terms of payment

The prices related to Support services are those specified in the tariffs fixed by SEW-EURODRIVE for services to be carried out outside its premises, in force at the time of the closing of the agreement and, in any case, they are the prices set out in the Acknowledgement of Order sent by SEW-EURODRIVE.

The prices of the Products or single components needed for the Support service are quoted ex works of SEW-EURODRIVE headquarters

in Solaro (MI) or of the single storage sites of the Company.

Prices do not include packing, shipping, postage, insurance, taxes and any other additional charge in any way connected with the service and necessary to dispatch the necessary spare parts or equipment to the Company's technicians in order to carry out the service.

Travel and accommodation expenses for SEW-EURODRIVE's technicians shall be specified separately in accordance with the provision of the Offer and/or of the Acknowledgement of Order.

The Customer accepts to pay also any possible additional cost that may become necessary during the service (spare parts, stays longer than expected for technicians and any other item which is not expressly included in the Acknowledgement of Order). Such costs shall be notified by the Company in advance.

Payments must be made within 30 days of invoice date, unless otherwise agreed, by bank transfer to the bank account specified by SEW-EURODRIVE.

However, the Company accepts payments by bank draft. Payments may also be made by non-negotiable cheque. SEW-EURODRIVE reserves the unquestionable right to accept payments by promissory notes. In said circumstances, all costs and charges in any way connected with the collection of the amounts shall be borne by the Customer.

In all cases, the payment shall be deemed as received only following the actual collection of the amounts on the part of SEW-EURODRIVE, which does not take any responsibility for the non-receipt (either total or merely partial) of the credit instruments possibly sent by the Customer.

Any compensation related to mutual rights of credit shall be possible only in the event that SEW-EURODRIVE expressly acknowledged the Customer's right in writing.

If the Company becomes aware of a significant deterioration of the financial conditions of the Customer, it shall be entitled to declare the benefit of term granted to it as lapsed pursuant to and in accordance with Article 1186 of the Italian Civil Code and to claim the immediate payment of the price of the Supply.

The failure to pay the price within the terms agreed upon shall imply the immediate accrual of interest on arrears as provided for by the Decree-Law n. 231/2002.

6. Damages caused by delay - Limitations

The Company does not take any responsibility for Support delays ascribable to the Customer (including but not limited to, failures to pay and/or failure to send design data). In such cases, the charges (for instance, storage costs, additional costs for food and accommodation, travel expenses) resulting from the delay shall be fully borne by the Customer.

Similarly, the liability shall be excluded for delays resulting from unforeseeable events beyond SEW-EURODRIVE's control (force majeure cases, import and export limitations, measures taken by the authorities, regulatory amendments).

In such cases, SEW-EURODRIVE shall immediately notify to the Customer the events implying the suspension of the Support and, subsequently, the cessation of the conditions that caused it.

The Support service will therefore be postponed for a period corresponding to that of the suspension; if, in the meantime, the Customer considers that they no longer require the Support service, they will be required to pay SEW for the work prepared for its execution.

SEW-EURODRIVE shall not, under any circumstances, compensate for damage suffered by third parties as a result of the delay.

The Company also declines all responsibilities in the event that, following Support, Products and/or Systems are no longer usable for

reasons not attributable to SEW-EURODRIVE.

If, on the other hand, the Customer delays in collecting the component and/or the entire Product and/or System covered by the Service, SEW-EURODRIVE shall be entitled to charge storage costs.

7. Defects notice

Any possible defect that the Customer may identify with regard to the Support service must be reported, under penalty of forfeiture, within 8 days from its discovery, or upon delivery, in case of damage to the package ascribable to the carrier.

Reports must be sent to the addresses referred to in Article 13.

8. Warranty - complaints

If, during the Support service, the Company replaces, either in full or in part, Products and/or Systems marketed by SEW-EURODRIVE, said products and/or services shall be covered by a guarantee of 24 months starting from the date of their delivery (for working machines with a service factor equal or higher than one).

As for "remanufactured" products, i.e. refurbished or reconditioned, the warranty will likewise be 24 months starting from the date of their delivery.

Instead, repaired Products and/or Systems will be covered by a guarantee of 12 months on the replaced components.

Any service carried out after the service object of this agreement shall be possible and it shall be carried out under guarantee only in the event that the problem reported by the Customer depends on a designing, manufacturing and/or installation error ascribable to SEW-EURODRIVE and the Customer did not do anything whatsoever to cause it.

Therefore, any guarantee whatsoever for events caused by, without limitation, deterioration, inadequate technical and technological connections on the Customer's part, wear and tear shall be excluded.

Similarly, such guarantee shall not operate in the event that the Customer and/or third parties make changes or carry out maintenance works which are not expressly authorized by the Company in writing or if the damage is the result of improper use, normal wear and tear, and/or incorrect maintenance.

SEW-EURODRIVE shall be entitled to decide whether to opt for repair or replacement, and whether to do so with regard to the single component or to the entire Product or System.

In all said cases, the Customer shall not be entitled to act in order to obtain the termination of the agreement.

9. Right of withdrawal

SEW-EURODRIVE may withdraw from the Agreement, in part or fully, by written notice to be sent to the Customer, in case of over-indebtedness or if the latter is subject to insolvency proceedings.

10. Provisions governing intellectual and industrial property

Trademarks, patents, models, designs, mathematical calculations, written texts, voice recordings, video and any other representation - both in paper, digital or in any other format - of data and information related to the products marketed and/or used by SEW-EURODRIVE during Support services or however related to the Company belong to the latter, which holds full rights in them in compliance with the law.

Therefore, the Customer is expressly prohibited to make use of them outside the limits permitted by the Agreement and without complying with the express authorization set out in the Acknowledgement of Order (including, but not limited to, licenses to access the software).

Consequently, any disclosure of any type of information shall be subject to the express written authorization from the Company.

If single components necessary to provide Support are supplied by entities other than SEW-EURODRIVE, the Customer takes full responsibility with regard to respect of intellectual and industrial property rights of third parties.

Any possible operating licence that may become necessary to use the Products and/or Systems after the Support service shall be borne by the Customer.

If the object of the service has not been supplied by SEW-EURODRIVE, the Customer must provide information about any existing intellectual property rights relating to the object of the service and indemnify SEW-EURODRIVE against any third-party claims relating to such rights, unless SEW-EURODRIVE is at fault. If the service to be provided affects specific operating licenses, the Customer is required to take the necessary measures to renew the respective license, at its own expense.

11. Export limitations

SEW-EURODRIVE may expressly and at its sole discretion refuse to intervene in the event that its intervention is not compliant with export control regulations and/or in breach of international regulations applicable to single Countries.

Similarly, SEW-EURODRIVE shall refuse to provide Support if it concerns military applications or the creation of chemical weapons of any type.

In the event that obtaining a state export licence is mandatory to carry out the service or to export single components, the Support service itself shall be subject to its issuance and to its validity period.

Any possible withdrawal of the authorizations already granted and/or any prohibition imposed by the Authorities shall imply the automatic cancellation of the Support service.

In said cases, the Customer shall not be entitled to any type of compensation.

12. Place of performance, place of jurisdiction and applicable law

The only competent court for any legal action related to the construction and performance of the Agreement is the Court of Monza.

The Agreement is governed by Italian law.

13. Final provisions

The Customer is required to provide exact and complete data and to check the Acknowledgement of Order to verify the conformity of the data recorded by SEW-EURODRIVE. Any possible difference must be reported by the Customer immediately.

In the event that single contractual clauses are invalid and/or they cannot be applied to the actual case, their provisions shall be replaced by the provisions of law or by standard practice; in any case, the remaining clauses shall be valid and fully effective.

These Terms do not apply to Sale activities.

The communications addressed to the Company may be sent to the following addresses:

- Registered office SEW EURODRIVE S.a.s.
Via Bernini, 12 – 20033 Solaro (MI)
- Certified mail Sew-amministrazione@legalmail.it
- Support service e-mail sales@sew-eurodrive.it

The Customer

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the following clauses are accepted and specifically approved:

- 2. Support service terms
- 4. Exclusions of liability
- 6. Damages caused by delay – Limitations
- 7. Defects notice
- 8. Warranty – complaints
- 9. Right of withdrawal
- 12. Place of performance, place of jurisdiction and applicable law

The Customer
