
Terms and conditions of sale and delivery of SEW-EURODRIVE GmbH & Co KG ("SEW")

§ 1 General provisions

1. Deliveries and services shall take place exclusively on the basis of the applicable order confirmation, any special agreements made in writing and supplementing the following terms and conditions of sale and delivery. Our terms and conditions of sale and delivery shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of business, including customers' terms and conditions of purchase shall not apply, unless SEW has expressly agreed to their applicability in writing. This agreement requirement shall apply in all cases, in particular also if SEW carries out the delivery being aware of the deviating, conflicting or supplementary general terms and conditions of business of the customer without reservation.

2. These terms and conditions of sale and delivery shall only apply vis-à-vis entrepreneurs that are carrying out their commercial or independent professional activities, vis-à-vis legal persons under public law and vis-à-vis public law special funds.

3. These terms and conditions of sale and delivery shall also apply to all future deliveries and services until new terms and conditions of sale and delivery of SEW come into effect. These apply accordingly to work services. Instead of acceptance of the delivered products, acceptance shall take place with regard to work services.

4. Should these terms and conditions of sale and delivery provide for a written form requirement, provision of the text by fax, e-mail or remote data transfer shall suffice for compliance with this written form requirement.

§ 2 Conclusion of the contract, quality, scope of service

1. Quotations from SEW are non-binding unless SEW states otherwise. The order of the customer is deemed to be a binding contractual offer. A contract shall come into existence at the time of the written order confirmation by SEW or when SEW performs the order, particularly if SEW does so by shipping the products.

2. Should the customer order standard goods and provide technical data in relation to the said standard goods in their order, the technical data must be accurate, i.e. it must correspond to the data sheet of the respective standard goods. Furthermore, the customer is obliged to immediately check the technical data referred to in the order confirmation following receipt and to immediately notify SEW in writing if it does not wish to accept the technical data contained in the order confirmation.

3. The quality of the goods shall be determined in accordance with the agreed performance characteristics (in particular type, quantity, quality, functionality, compatibility, interoperability). To the extent the parties have agreed

quality, an intended use, specific accessories or specific instructions, only such quality, suitability for this purpose of use, the said accessories and the said instructions will be owed. In this respect in particular, the customary use of the goods or the quality of the goods, the accessories or the instructions which the customer may expect without further agreement shall not be relevant.

4. Both the product specifications and any explicitly agreed performance characteristics/intended use shall not release the customer from their responsibility to check and test the technical and legal suitability for the intended use of the product. All of the information materials (e.g. catalogs and operating instructions) are available on the internet via www.sew-eurodrive.de or www.sew-eurodrive.com.

5. Information regarding the quality and the application options of SEW products shall not include any guarantees, in particular no quality or durability guarantees, unless expressly stated as such by SEW in writing.

6. Should the object of delivery be goods which are integrated in an overall system of the customer, the customer shall be obliged to provide SEW with the relevant technical data of the overall system for the goods to be delivered, in good time, correctly, in full and in writing. SEW shall only provide project planning support within the framework of the overall system specified by the customer. SEW shall not accept any liability for the overall system, even if SEW offers and delivers goods that have integrated functional safety.

7. In relation to the scope of the delivery, the written order confirmation of SEW shall be solely decisive. Technical data and construction remain subject to change, should these represent deviations that are customary in the sector or should the deviation exist within the DIN tolerances or should the changes be of a minor nature and be reasonable for the customer.

8. SEW reserves all ownership rights, copyright and other property rights in relation to all offer documents and other documents, in particular samples, figures, drawings, calculations and similar physical and intangible information, also in electronic form. The same applies to documents and information designated as "confidential", "secret" or similar. Any disclosure to third parties or otherwise making the documents accessible requires the prior written agreement of SEW. Following a request by SEW, the customer shall immediately surrender all offer and other documents to SEW, should these no longer be required during regular business processes.

§ 3 Prices and payment conditions

1. Unless otherwise agreed in writing, the prices shall be ex-works or ex-warehouse. Prices do not include packaging, shipping, postage, insurance, statutory value added tax, customs duties and other charges. The costs incurred in this respect shall be billed separately. The statutory value added tax shall be stated separately in the invoice to the sum applicable by law on the day of billing.

2. Unless otherwise agreed in writing, payments shall be made after delivery and receipt of an invoice within 30 days of the date of the invoice by bank transfer without any deductions to the SEW paying agent. In case of payment default, the customer shall pay default interest to the sum of 9% points above the respective base rate of interest per annum. Further claims of SEW shall remain unaffected.

3. Should SEW be obliged to provide preliminary performance and should it become apparent after conclusion of the contract that the claim of SEW relating to price payment is endangered by lack of performance capacity on the part of the customer, SEW shall be entitled to refuse performance in accordance with the statutory provisions. SEW may set a reasonable deadline by which the customer will have, at its discretion, to provide counter-performance or security in return for performance. Following the fruitless expiry of the deadline, SEW may terminate the contract and bring damages claims in accordance with the statutory provisions. Further rights to refuse performance, rights of retention and other rights shall remain reserved on the part of SEW.

4. The customer shall only be entitled to rights of set off if their counterclaims have been acknowledged by SEW, are undisputed or have been recognized by a court. The customer is authorized to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

§ 4 Delivery time and delivery delay

1. The delivery and service shall take place within the delivery deadline agreed in writing or on the delivery date that has been agreed in writing.

2. The delivery deadline shall commence at the time of conclusion of the contract, however not prior to the full provision of the documents, permits and approvals to be obtained by the customer and also not prior to clarification of all technical matters and receipt of an agreed advance payment (or receipt of full payment in case of a foreign transaction). In case of a delivery date, this shall be reasonably postponed, should the customer fail to provide the documents and permits to be obtained by them on time, should approvals not be issued on time, should all technical queries not be clarified in full on time and should the agreed advance payment not be received by SEW (or in case of a foreign transaction, should the entire payment sum not be received by SEW in full). Compliance with the delivery time shall be subject to the timely and proper fulfillment of the other obligations incumbent on the customer.

3. The delivery time shall be deemed to have been complied with if the goods leave the factory prior to its expiry

or if SEW has provided notification of readiness for collection or readiness for dispatch. Compliance with the delivery time shall be subject to proper, in particular timely, self-delivery on the part of SEW, unless the seller is responsible for the reason for the improper self-delivery. In case of improper self-delivery, SEW is entitled to withdraw from the contract. SEW shall inform the customer immediately if it wishes to claim its right of withdrawal and shall return any advance payments that have been made by the customer.

4. The occurrence of delivery delay on the part of SEW shall be determined in accordance with the statutory provisions. The customer may only withdraw from contract due to delivery delays within the framework of the statutory provisions should SEW be responsible for the delays. Should the customer fail to accept, SEW shall be entitled to request compensation for damages incurred as a result, as well as compensation for any additional expenses, unless the customer is not responsible for the non-acceptance of the products. Furthermore, SEW may request compensation for damages incurred by SEW as a result of the customer failing to comply with its co-operation obligations, unless the customer is not responsible for such a breach. The right to assert further claims shall remain reserved.

§ 5 Transfer of risk, acceptance

1. Unless otherwise agreed in writing, the risk shall be transferred to the customer at the time of handover to the shipping company or carrier, however at the latest at the time of leaving the factory or warehouse. To the extent it is intended for acceptance to take place (see § 5 (3) of these terms and conditions of sale and delivery), this shall be decisive in relation to the transfer of risk.

2. Should shipping or acceptance be delayed as a result of circumstances for which SEW is not responsible, the risk shall be transferred to the customer at the time of notification of readiness for dispatch or readiness for acceptance.

3. Should SEW and the customer have agreed that acceptance will take place, the customer shall be obliged to carry out acceptance. The acceptance shall take place immediately on the acceptance date. In the event no acceptance date have been agreed, the acceptance shall take place immediately following the notification of readiness for acceptance issued by SEW. The customer may not refuse acceptance due to the presence of minor defects.

§ 6 Retention of ownership

1. SEW reserves ownership of the delivered goods until full payment of the purchase price.

2. In case of customer's behavior that is in breach of contract, in particular in case of payment default, SEW is entitled to withdraw from contract following the expiry of a reasonable period of grace set by SEW, unless such a period of grace is dispensable. The customer shall grant SEW or its representatives access to the goods subject to reservation of ownership immediately and shall surrender these. Following a timely notification, SEW may otherwise

dispose of the goods subject to reservation of ownership in order to satisfy its due claims against the customer.

3. The customer shall be obliged to handle the goods carefully for the duration of the reservation of ownership; in particular, the customer is obliged to sufficiently insure these to the replacement value at its own expense against fire and water damage and theft. Following a request by SEW, the customer shall provide proof that the insurance has been taken out. The customer is hereby assigning to SEW all compensation claims under the said insurance policy. SEW hereby accepts the assignment. If the insurance policy does not permit such an assignment, the customer shall instruct the insurance company to only make any payments to SEW. Further claims of SEW shall remain unaffected.

4. In case of attachments, seizures and or third-party attacks against the goods subject to reservation of ownership, the customer shall promptly inform SEW and provide all necessary information, notify the third-party of the ownership rights of SEW and co-operate in the measures to protect the goods subject to reservation of ownership.

5. The customer is entitled to resell the goods subject to reservation of ownership in accordance with proper business practices. The customer shall not be permitted to pledge the goods subject to reservation of ownership, provide these as security or otherwise dispose of them. Should the customer sell the goods subject to reservation of ownership, regardless of their condition, the customer hereby assigns to SEW the claims against their recipients which arise from the sale, together with all ancillary rights. SEW hereby accepts the assignment. Should such an assignment not be permitted, the customer shall instruct the recipients to only make any payments to SEW. In a revocable manner, the customer is authorized to collect the claims assigned to SEW for SEW in trust in its own name. The sums collected shall be paid to SEW immediately.

6. The authorization to resell the goods and collect the claims may be revoked, should the customer be in payment default, should they suspend their payments or if the opening of insolvency proceedings or comparable proceedings for the settlement of debts in relation to the assets of the customer is applied for by the customer or the justified application of a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts in relation to the assets of the customer is rejected due to lack of assets. In case of a global assignment by the customer, the claims assigned to SEW shall be expressly excluded. Following a request by SEW, the customer shall then be obliged to disclose the assignment to their recipients, unless SEW informs them itself, and shall provide SEW with the necessary information in order to claim its rights against the recipients and shall hand over the relevant documents.

7. The customer agrees to always carry out any processing or modification of delivered goods for SEW. The expectant right of the customer in relation to the goods subject to reservation of ownership shall continue to apply to the processed or modified item. Should the goods be processed or modified with other goods that do not belong

to SEW, SEW shall acquire co-ownership of the new item in the ratio of the value of the delivered goods to the other processed or transformed goods at the time of processing or modification. The same shall apply if the goods are combined or mixed with other goods that do not belong to SEW in such a way that SEW loses its full ownership. The customer shall store the new items for SEW. Otherwise, the same shall apply to the item created by means of processing, transformation, connection or mixing as to the goods delivered under reservation of ownership.

8. Following a request by the customer, SEW shall be obliged to release the securities due to SEW to the extent that their realizable value exceeds the claims to be secured by more than 10%, taking customary bank value discounts into account. The choice of securities to be released is the responsibility of SEW.

9. In case of deliveries to other legal systems in which this reservation of ownership provision does not have the same security effect as in the Federal Republic of Germany, the customer is hereby granting SEW a corresponding security right. Should additional measures be necessary for this purpose, the customer shall carry out all actions in order to immediately grant SEW such a security right. The customer shall co-operate in all measures that are necessary and conducive to the effectiveness and enforceability of such security rights.

§ 7 Claims for defects

1. The customer's rights for defects are subject to inspection of the delivered goods at the time of delivery and, where reasonable, also by means of test processing or test use. The customer's rights for defects are also subject to the notice to SEW regarding any obvious defects in writing without undue delay, at the latest two weeks after delivery of the goods. Hidden defects shall be notified to SEW in writing immediately after their discovery. The customer shall describe the defects in writing at the time of the notice to SEW. In addition, during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the goods, the customer shall comply with the specifications, notes, guidelines and conditions provided in the technical notes, assembly, operating and use instructions and other documents relating to the individual goods. In particular, the customer shall carry out maintenance properly and provide proof thereof, and shall use the recommended components. Claims for defects as a result of a breach of the above obligation are excluded.

2. In case of the presence of defects, the customer shall have a claim to supplementary performance (Nacherfüllung). SEW may choose to fulfill this either by rectifying the defect or by delivering a defect-free item or service. In order for supplementary performance to take place, the customer shall provide SEW with a reasonable deadline and the necessary opportunity. Goods which are the subject of a complaint shall only be returned following a request by SEW and, where necessary, in good packaging and enclosing a packing slip stating the order number. Replaced goods shall become the property of SEW.

3. In case of supplementary performance, SEW shall be obliged to bear all expenses that are necessary for this purpose, in particular transportation, travel, work and material costs, provided that these are not increased due to the goods having been taken to a location other than the place of performance, unless doing so corresponds to the intended use. The above only applies if a defect is actually present. Should it become apparent that no defect is present, SEW may request reimbursement from the customer of the costs incurred due to the unjustified defect rectification request (in particular transportation, travel, work and material costs), unless the customer is not responsible for the unjustified defect rectification request.

4. In the event that supplementary performance fails, the customer shall be entitled to reduce the purchase price or to terminate the contract. The same shall apply if SEW is not prepared to carry out supplementary performance or is not in the position to do so, if supplementary performance is not reasonable for the customer or if the supplementary performance is postponed beyond reasonable deadlines for reasons for which SEW is responsible.

5. Defects which occur due to one of the reasons below shall not give rise to any defect claims: Unsuitable or improper use following the transfer of risk, in particular overloading, improper handling, assembly, putting into operation, use or storage by the customer or third parties, natural wear and tear, incorrect or negligent handling, unsuitable operating materials or replacement materials, improper construction work, non-compliance with the operating instructions, unsuitable use conditions, in particular unsuitable chemical, physical, electro-magnetic, electro-chemical or electrical influences, weather or natural influences, environmental temperatures that are too high or too low and similar reasons.

6. The limitation period for defects claim is 2 years from the start of the statutory limitation period.

7. The statutory limitation period in case of customer's recourse to claims (Rückgriffsanspruch) against SEW due to a defect in relation to goods that have been resold (supplier recourse) shall remain unaffected. The limitation period for the said recourse to claims shall not take effect until two months at the earliest after the time when the customer has fulfilled the claims of their buyer. This suspension of the limitation period will end at the latest five years from the date when SEW delivered the goods to the customer.

§ 8 Liability for claims for damages and reimbursement of expenses

1. SEW shall incur unlimited liability for damages due to intentional or grossly negligent breaches of obligations, for damages due to a breach of a guarantee and due to injury to life, body or health. The same shall apply if SEW has assumed a procurement risk.

2. In case of simple negligence, SEW shall only incur liability if material obligations are breached which arise from the nature of the contract and which are essential for the attainment of the contractual purpose. In case of a breach of such obligations, delay and impossibility, the liability of SEW shall be limited to damages which may be

typically expected to occur within the framework of this contract. Any mandatory statutory liability for product defects shall remain unaffected.

3. Should liability on the part of SEW be excluded or limited, this also applies to the personal liability of the employees, representatives and vicarious agents of SEW.

§ 9 Force Majeure

1. To the extent SEW is prevented from fulfilling its contractual obligations, in particular the delivery of goods, due to force majeure, SEW shall be released from its performance obligation for the duration of the hindrance (plus a reasonable start up period) without being obliged to pay damages to the customer. The same applies should the performance of its obligations be made unreasonably more difficult or temporarily impossible for SEW due to unforeseeable circumstances for which SEW is not responsible, in particular labor disputes, measures of the authorities, lack of energy, pandemics, delivery problems on the part of its suppliers or significant operational disruptions. The same applies if the above circumstances occur on the part of a sub-supplier. To the extent SEW is released from its delivery obligation, SEW shall return any advance payments made by the customer.

2. Following the expiry of a reasonable deadline, SEW is entitled to withdraw from contract, should such a difficulty last for more than four months and should SEW no longer have an interest in the contract fulfillment due to the hindrance. Following a request by the customer, SEW shall declare after the expiry of the deadline whether it intends to claim its right of withdrawal or whether it will deliver the goods within a reasonable deadline.

§ 10 Export control

1. The customer and SEW are in agreement that the delivery and/or service (or parts thereof), in particular the export and transit of goods, the transfer of technology, commercial and brokerage transactions, technical support or the provision of financial resources may be subject to German or European export control regulations, US re-export laws or other applicable national export control regulations (for example export control regulations relating to goods, persons, countries or purpose of use) and financial sanctions – hereinafter referred to as export restrictions.

2. The customer and SEW are obliged to comply with all applicable export restrictions. In particular, these include any regulations of the destination country. The customer and SEW are in agreement that deliveries and/or services that are subject to applicable export restrictions may be prohibited or subject to an authorization. Should an applicable export restriction permanently prevent SEW or the customer from fulfilling the contract, both parties have the right to cancel the delivery and/or service concerned or to fully or partly terminate the contract.

3. Delays due to authorization procedures on the part of competent export control authorities shall extend the contractual fulfillment times accordingly; this shall specifically apply to the delivery deadlines.

4. Claims for damages due to the authorities rejecting an application relating to export restrictions or due to an authorization being issued late are excluded, unless this relates to damage due to injury to life, body or health or if damages were caused intentionally or gross negligently by one of the parties.

5. The contracting parties shall be obliged to co-operate in any authorization proceedings. In particular, they shall immediately provide the other party with the appropriate information/documents on request (for example end use declarations) which are required in the course of the application process.

6. The customer shall not sell, export or re-export products supplied by SEW that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 or Article. 8g of Council Regulation (EU) No. 765/2006, either directly or indirectly, to Russia or Belarus or for use in Russia or Belarus.

7. The customer shall inform SEW immediately of any problems in the application of § 6, including activities by third parties which could run counter to the purpose of § 6. The customer shall provide SEW with the information required to prove compliance with the obligation under § 6 within two weeks of being requested to do so.

8. Any breach of § 6 constitutes a material breach of contract.

§ 11 Confidentiality

1. For a period of five years from the time of delivery, the parties shall be obliged to keep confidentiality regarding all business secrets of the other party that are made accessible to them. These shall also be protected by means of suitable and reasonable measures and, unless required for the business relationship, these shall not be recorded, passed on to third-parties, used or exploited. In particular, the parties shall ensure that the business secrets of the other party are only made accessible to those workers and other employees who require these in order to perform the business relationship and thus only to the necessary extent. Items that contain business secrets shall also be subject to this confidentiality obligation. In particular, the receiving party is prohibited from obtaining knowledge of the contained business secrets by reverse engineering the goods or reverse engineering an item. Business secrets are defined as all information which is designated as confidential or secret or which is considered to represent business secrets according to other circumstances, in particular technical information (for example drawings, product and development descriptions, methods, procedures, formulas, technology and inventions), as well as commercial information (for example price and financial data and procurement sources).

2. The confidentiality obligation shall not apply if it may be proven that the business secret was already known to the receiving party prior to the commencement of the contractual relationship without a confidentiality obligation or was generally known or generally accessible before the start of the contractual relationship or becomes generally known or accessible without fault on the part of the re-

ceiving party. The burden of proof shall be borne by the receiving party.

§ 12 Data protection and granting of rights of use and exploitation

1. The parties are obliged to comply with the applicable regulations under data protection laws. The disclosure of contact data to third-parties shall only be permitted within the framework of the applicable provisions.

2. In order to provide agreed services (for example DriveRadar® IoT Suite) or to evaluate which services SEW may provide to the customer, it is necessary for SEW to use data. The parties agree that the data will be available to SEW for maintenance and improving or further developing the services, also using artificial intelligence. In connection therewith SEW is explicitly entitled to use and exploit such data or have it used and exploited in a world-wide, unlimited (with regard to time and scope of use), irrevocable, non-exclusive, free of charge, sub-licensable, transferable and unrestricted manner. SEW may make available such data to other entities of the SEW Group or its subcontractors only insofar as this is necessary for the services, their maintenance, improvement, further development, or evaluation.

§ 13 Place of performance, place of jurisdiction and applicable law

1. Unless otherwise stated in the order confirmation, the place of performance for deliveries and supplementary performance is the registered office of SEW in Bruchsal, Germany.

2. The exclusive place of jurisdiction for all direct or indirect disputes arising in connection with the contractual relationship is Bruchsal, Germany, should the customer be a merchant in accordance with the German Commercial Code (Handelsgesetzbuch), a legal person under public law or a public law special fund.

3. German law shall apply exclusively, also in case that deliveries and services are rendered abroad. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.