

# General Sales Conditions

1. All supplies will be made in accordance with these General Sales Conditions. The buyer accepts them in all their parts; any order implies the acceptance of these General Conditions by the Buyer, unless otherwise agreed in writing.
2. These General Sales Conditions, together with the written offer from SEW EURODRIVE URUGUAY S.A., shall prevail over any other negotiations or correspondence, and constitute the sole and complete agreement between the Buyer and SEW EURODRIVE URUGUAY S.A. regarding the conditions governing the order. SEW EURODRIVE URUGUAY S.A. shall not be bound by any waiver or modification of these Conditions unless expressly made in writing by a duly authorized representative.
3. These Conditions shall be deemed communicated to the Buyer from the moment the Buyer receives an offer from SEW EURODRIVE URUGUAY S.A. accompanied by these Conditions. Alternatively, they shall be deemed communicated if the Buyer previously received them in the course of its business relationship with SEW EURODRIVE URUGUAY S.A., and shall be considered accepted by the Buyer, for all purposes, upon placing its order.
4. Offers shall only be valid for the period specified therein. However, SEW EURODRIVE URUGUAY S.A. reserves the right to revoke them in whole or in part at any time before the Buyer's order is received. The transaction shall not be considered firm until SEW EURODRIVE URUGUAY S.A. accepts the order in writing. Any documentation accompanying the offer shall be indicative unless expressly qualified as obligatory.
5. The data contained in catalogs, documentation, drawings, photographs, and in general, all included in the offers, may be subject to modifications by SEW EURODRIVE URUGUAY S.A. without prior notice.
6. All expenses and taxes arising from the formalization and fulfillment of the order shall be borne by the Buyer. If the Buyer is entitled to any tax franchise or holds a tax exemption certificate regarding any or all taxes that may be applicable to the transaction, it shall present to SEW EURODRIVE URUGUAY S.A. the document or certificate issued by the competent tax authorities in a form acceptable to SEW EURODRIVE URUGUAY S.A.
7. SEW EURODRIVE URUGUAY S.A. reserves the right to delay delivery due to non-payment, by the stipulated date, of advances or payments for previous orders by the Buyer, as well as due to any variation in the characteristics of the products proposed by the Buyer and accepted by SEW EURODRIVE URUGUAY S.A. after the Contract has been perfected.
8. The supply shall refer only to the materials specified in the corresponding order accepted by SEW EURODRIVE URUGUAY S.A. Verbal agreements or modifications shall only be valid after being confirmed in writing.
9. The place of delivery of the products subject to supply shall be at the plant of SEW EURODRIVE URUGUAY S.A. located at Ing. José Serrato 3569 esq. Corumbé – Montevideo - URUGUAY
10. The delivery conditions and responsibilities regarding the merchandise subject to supply are defined according to the following clauses: EXW: Determines that the place of delivery of the merchandise is at the SEW EURODRIVE URUGUAY S.A. plant, transferring the risk to the customer at the moment the merchandise is placed on the means of transport contracted by the latter. Freight and insurance (optional) at the customer's expense. CPT: Determines that the place of delivery of the merchandise is agreed upon between the parties, transferring the risk to the customer at the moment the merchandise is placed on the means of transport contracted by SEW EURODRIVE URUGUAY S.A. In the case of more than one transport, the risk is transferred when loaded onto the first one. Insurance (optional) at the customer's expense.
11. Packaging and transportation costs shall be borne by the Buyer unless otherwise indicated in writing. In case of transportation at the Buyer's expense, the merchandise shall only be insured upon its express written request and at its expense. If, at the Buyer's request, the transportation is arranged by SEW EURODRIVE URUGUAY S.A., the costs shall be borne by the Buyer.
12. Supplies shall be made as soon as possible. Any claim by the Buyer for non-compliance with the delivery deadline is expressly excluded. SEW EURODRIVE URUGUAY S.A. shall not be responsible for any delays including, but not limited to, those caused by fortuitous events, force majeure, labor disputes, subcontractor non-compliance, failure to communicate in a timely manner any necessary information that must be provided by the Buyer, as well as any other circumstance beyond the company's control, with the Buyer assuming the risk arising from force majeure and fortuitous events (art. 1343 No. 1 of the Civil Code).
13. In case of partial supplies, any partial supply shall be considered as a separate transaction and the fulfillment or non-fulfillment of this partial supply shall not affect other partial supplies.
14. If all or part of the finished products cannot be delivered on the agreed date due to causes inherent to the Buyer, SEW EURODRIVE URUGUAY S.A. reserves the right to dispose of them after 30 days from the notice of availability. In such cases, the costs incurred by SEW EURODRIVE URUGUAY S.A. for the re-adaptation of the products shall be borne by the Buyer.
15. This supply is considered made under the regime of "sale with reservation of ownership subject to resolutive condition" until the buyer has made full payment of the price thereof, subject to what the laws prescribe in this regard, with special attention to the risk of the things subject to supply and the eventual application of the pactum commissorium.
16. The order cannot be unilaterally canceled by the Buyer. Otherwise, SEW EURODRIVE URUGUAY S.A. may request from the Buyer compensation for damages.
17. Any claim that the Buyer must make regarding the identity, quality, characteristics, defects, etc., of the merchandise, must be made in writing within four days following its receipt. After this period, the total acceptance of the merchandise shall be presumed, with any possibility of claim excluded.
18. In case of defects or flaws in the supply, SEW EURODRIVE URUGUAY S.A. shall only be obliged, at its sole discretion, to repair or replace the merchandise or the corresponding parts thereof, with the transportation and labor costs necessary for this purpose being borne by the Buyer. Any other claims or defects that the Buyer may allege are expressly excluded. Under no circumstances, and provided that the Law allows it, shall SEW EURODRIVE URUGUAY S.A. be liable for any other direct or indirect damages that may be caused to persons or property as a result of defects in the supply. This also applies to the Buyer's loss of profit.
19. The Buyer guarantees that the manufacture and supply of goods manufactured according to its instructions do not infringe the industrial property rights of third parties.
20. If molds, models, tools, or other facilities are manufactured or purchased by order of the Buyer, SEW EURODRIVE URUGUAY S.A. shall invoice a portion of the costs to the Buyer. However, when these costs do not fully cover the expenses in this regard, the molds, templates, tools, etc., shall remain the property of SEW EURODRIVE URUGUAY S.A.
21. Payments shall be made in US Dollars. Any delay in payments shall entitle SEW EURODRIVE URUGUAY S.A. to invoice interest for the delay at the highest rate accepted by the Central Bank of Uruguay. Any payments by securities shall only be accepted subject to their successful outcome.
22. The Buyer shall have no right to set-off or withhold payments for any claims it may have against SEW EURODRIVE URUGUAY S.A. In case of a payment delay, SEW EURODRIVE URUGUAY S.A. may consider any other payments due from the Buyer as overdue.
23. Offers shall be valid for a period of four weeks.
24. Any payment terms differing from those set by SEW EURODRIVE URUGUAY S.A. shall only be valid if expressly accepted by it.
25. The Buyer and SEW EURODRIVE URUGUAY S.A. expressly submit, with express waiver of any other jurisdiction that may correspond to them, to the competence and jurisdiction of the competent Courts of the city of Montevideo.
26. **Export Control Regulations:**
  - (1) The Parties [SEW Eurodrive URUGUAY SA and the Other Party] acknowledge that the supply and/or service or parts thereof, particularly the export and transit of goods, technology transfer, trade and brokerage, technical support, or provision of resources may be subject to specific export control laws and regulations of the EU, Germany, the USA, or other countries (hereinafter referred to as Export Control Regulations) and financial sanctions.
  - (2) The Parties shall comply with all applicable Export Control Regulations. This includes, in particular, any regulations of the destination country. The Parties acknowledge that the supply and/or service affected by such Export Control Regulations may be subject to authorization or may be prohibited. In the event that any applicable Export Control Regulation prevents SEW or the Other Party not only temporarily from complying with this Agreement, then each Party shall have the right to cancel the affected supply and/or service or the Agreement in whole or in part.
  - (3) Delays caused by the licensing procedures of the competent export control authorities shall extend the execution time accordingly; this applies in particular to delivery times.
  - (4) All claims for compensation relating to the denial or delay of an application due to Export Control Regulations are excluded, unless they relate to damages caused by injury to life, body, or health, or unless the damage was caused intentionally or by gross negligence by any Party.
  - (5) The Parties undertake to cooperate in any authorization/license procedure. Upon request, each Party shall immediately provide the relevant information/documents (e.g., end-use certificates) required in the application process to the other Party.

## WARRANTY TERMS AND CONDITIONS

SEW EURODRIVE URUGUAY S.A. warrants to the Buyer that the product covered by this warranty will be free from defects in materials and workmanship for 12 months, starting from the date of purchase of the product by the user. The warranty service covers only those defects that arise as a result of the normal use of the product and not those resulting from:

- o Incorrect use and/or selection according to the technical specifications of the product.
- o Modification of the original nominal operating conditions for which the equipment was purchased.
- o Improper or inadequate maintenance, alteration, or repair carried out by personnel not authorized by SEW EURODRIVE URUGUAY S.A.
- o Damage or breakage during transportation.
- o Normal wear and tear occurring within the warranty period.
- o Damage or breakage of the product due to incorrect installation and/or use, such as:
  - o Misalignment during the mounting of the input and/or output shafts of the gearboxes, gear motors, or electric motors.
  - o Mounting position different from the position specified on the equipment identification plate.
  - o Use of lubricants not recommended by SEW EURODRIVE URUGUAY S.A.
  - o Operating conditions outside the nominal ambient temperature range.
  - o Incorrect connection to the line based on its nominal voltage.
  - o Absence of overload protection devices or phase failure protection in electric motors.
  - o Incorrect calibration of electric motor protection.
  - o Incorrect mounting based on recommended protection and ventilation conditions.
  - o Presence of foreign objects inside the equipment, such as water or dirt.
  - o Absence of or poor grounding connection.
  - o Incorrect or out-of-range load connection as specified in the operation manual.
  - o Repeated reconnection after a service outage due to overload.
- o etc.

7. Any deviation from the installation, usage, and maintenance conditions specified in the installation and maintenance manuals.

To ensure the validity and effectiveness of the warranty, the user must seek advice from SEW EURODRIVE URUGUAY S.A. regarding the correct installation and operation of the purchased products. In the event of a warranty inspection at the customer's plant, such inspection, as well as warranty services, if necessary, are provided free of charge to the customer. After verifying the correct installation and operation of the products purchased by the customer, SEW EURODRIVE URUGUAY S.A. will issue a written certificate of acceptable installation and operation. If SEW EURODRIVE URUGUAY S.A. determines incorrect installation and/or usage of its products, the user will be notified in writing of such circumstances, and further informed of the expiration of the warranty service until the usage and/or installation conditions are corrected. In such cases, any expenses incurred for the stay and transportation of SEW EURODRIVE URUGUAY S.A. personnel will be at the customer's expense.

SEW EURODRIVE URUGUAY S.A. does not provide any warranty that the operation of its products will be uninterrupted or error-free. Under no circumstances shall SEW EURODRIVE URUGUAY S.A. be liable for any damages or losses and/or any claims for lost profits directly, indirectly, or remotely resulting from the use or malfunction of the product, regardless of the basis of the claim (contractual, non-contractual, or legal).