

## General Terms of Sale

### 1. Scope

These General Terms of Sale in their respective current version shall exclusively govern all offers and supply contracts of Minebea Intec GmbH | Hamburg, Minebea Intec Bovenden GmbH & Co. KG | Bovenden and Minebea Intec Aachen GmbH & Co. KG | Aachen (respectively "Minebea Intec" or "Seller"). The purchasing terms of the customer ("Customer" or "Buyer") are hereby specifically excluded unless Minebea Intec has given its written consent.

All offers, order acknowledgments, or order acceptances made by Minebea Intec are conditioned upon the terms contained in this agreement. Seller hereby rejects and objects to any conditional, additional, varying or different terms proposed by the Buyer unless Seller agrees to such terms in writing.

### 2. Quotations and Conclusion of Contracts

A Customer's order is a binding offer. Minebea Intec shall have the right to accept this offer at its discretion within four weeks by sending a written confirmation of the order or by the dispatch of the order to the Customer within this four week period.

The quantity, quality and description of and any specification for the goods shall be those set out in the Minebea Intec's offer (if accepted by the Buyer) or the Buyer's order (if accepted by Minebea Intec). Any such specification, sales literature, offer, etc. shall be strictly confidential and shall not be made available to third parties. Third parties are not the affiliated companies according to Sections 15 et seq. German Stock Corporation Act ("Deutsches Aktiengesetz").

The Buyer shall be responsible for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving Minebea Intec any necessary information relating to the goods within a sufficient time period to enable the Seller to perform the contract in accordance with its terms.

Minebea Intec reserves the right to make any changes in the specification of the goods which are required to fulfil applicable statutory requirements or, where the goods are to be supplied to the specification, which do not materially affect their quality or performance.

### 3. Prices

The price of the goods shall be Minebea Intec's quoted price or, where no price has been quoted, the price listed in Minebea Intec's price list current at the date of acceptance of the order. Where the goods are supplied for export from Germany, Minebea Intec's export price list shall apply.

Unless agreed otherwise in writing, Minebea Intec prices shall apply ex works. If no other price determination is stipulated, the prices are net, exclusive of statutory VAT. Customers within the EU shall be obligated to indicate their VAT identification number.

### 4. Payment

Minebea Intec invoices shall be due 30 calendar days after the respective invoice date. Minebea Intec may require from the Customer that the latter provide as security for payment, two weeks before the delivery date, an irrevocable and confirmed letter of credit, a banker's bond or a bank guarantee. If partial payment has been agreed, and if the Customer defaults on an installment, then the remaining amount shall become due immediately, unless the Customer is not responsible for said payment default. If the Customer is in default with its payment, Minebea Intec shall be entitled to charge interest at a rate of 9% above the base interest rate of the European central bank. Additionally Minebea Intec shall be entitled to charge a late fee of 40,00 Euro. Minebea Intec's ability to claim further damages shall remain unaffected.

In the case of Customers who do not have an account with Minebea Intec, Minebea Intec shall reserve the right to deliver goods on a "cash on delivery" or "after prior payment" basis.

Deviating payment terms shall not apply. Checks and bills of exchange shall only be accepted upon special written agreement, which shall include a calculation of all collection fees and discount charges and an agreement as to how such fees and charges shall be handled.

The Parties have all set-off rights, rights of retentions and rights to withhold performances to the extent stipulated by law.

### 5. Delivery time

Delivery of the goods shall be made by the Buyer collecting the goods at Minebea Intec's premises after the Minebea Intec has notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed, by Minebea Intec dispatching the goods to that place. If required by the Buyer, the Seller shall insure the goods at the Buyer's expense.

Any delivery dates expressed in purchase orders or otherwise by the Buyer shall not be binding until accepted by Seller in writing or by rendering the respective performance.

If the Buyer fails to accept delivery on the agreed delivery date, it shall nevertheless pay any part of the purchase price which becomes due on delivery.

Force majeure or operational interruption at Minebea Intec's supplier's end, such as civil unrest, strikes, lockouts, embargos which prevent Minebea Intec temporarily from delivering the contracted goods at the agreed date, will entail corresponding delay. If such disruption should lead to a delay in service of more than six months, the Customer shall have the right to withdraw from the contract in writing. If the delivery or service proves impossible on account of the above circumstances, Minebea Intec shall be freed from its obligations. Partial delivery shall be, however, permitted.

### 6. Shipment

Shipment shall be made ex works in accordance with INCOTERMS 2020. If express delivery is requested by the Customer, such delivery costs shall be charged to the Customer separately. Minebea Intec shall, at its sole discretion, choose the method of delivery.

Minebea Intec will select the type of packaging for the items to be delivered and shall charge packaging to the Customer. Equipment and auxiliary items delivered hereunder shall be assembled by the Customer. Commercial Customers as defined by the German Packaging Ordinance (VerpackungsV) shall be responsible for disposal of any packaging used for the item(s) delivered hereunder. At the commercial Customer's request, Minebea Intec shall dispose of any packaging used for the item(s) delivered hereunder and said commercial Customer shall be liable for paying said costs of disposal.

Transport insurance shall only be undertaken after prior written agreement with the Customer and at Customer's expense. In compliance with transport insurance coverage, the Customer shall be obligated to inspect the goods for possible transport damage. Obvious damage to the goods or to the packaging shall be confirmed on the consignment note by the carrier or its representative. Concealed damage shall be reported to the carrier as soon as possible after discovery.

## **7. Warranty**

All warranties contained herein shall be expressly conditioned upon (i) the Customer inspecting the goods for defects after delivery and (ii) the Customer notifying Minebea Intec about such defects, as provided below.

The Customer shall notify Minebea Intec in writing of obvious defects within 10 days after receipt of the respective goods and in the event of hidden defects, within 10 days from the date of detection. If such written notification is not provided within the time limits outlined above, all claims against Seller for any such defects shall be excluded.

Minebea Intec warrants that all items delivered under this agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that detailed designs have not been furnished by the Buyer, will be free from design defects.

Minebea Intec shall not be liable for the goods being fit for a particular purpose to which the Buyer intends to put them unless otherwise agreed upon in writing by the parties.

The above warranty is given by the Seller subject to the following conditions:

- Minebea Intec shall not be liable with respect to any defect in the goods arising from any design or specification supplied by the Buyer;
- the above warranty does not extend to parts, materials or equipment manufactured by or on behalf of the Buyer unless such warranty is given by the manufacturer to Minebea Intec.

- This warranty does not cover defects in or damage to the goods which are due to improper installation or maintenance, misuse, neglect or any improper application.
- Any discharge from liability will be void if a defect results from a gross negligent or intentional breach of contract by Minebea Intec.

In the event of a defective good, Minebea Intec shall be entitled, at its sole discretion, to either repair or replace the defective good ("Subsequent Performance"). Notwithstanding the aforementioned, Minebea Intec has the right to refuse any claim for Subsequent Performance if it would entail unreasonable cost for Minebea Intec. If Subsequent Performance fails, is denied, be unreasonable or should the Customer have granted to Minebea Intec a grace period in vain or should it be unnecessary for the Customer to set such grace period as provided for under German law, the Customer shall be entitled to ask for abatement or rescind the corresponding contract.

The Customer shall be entitled to claim damages in lieu of performance only in the event of intentional or grossly negligent breach of duty on the part of Minebea Intec, unless the breached duty entails mutuality of obligation with respect to the Customer's duties or the fulfillment of said Minebea Intec duty is of fundamental importance for protection of the Customer or prerequisite to enabling this contract to be duly performed and, for this reason, the Customer rightly expects this duty to be performed.

In the event of a defect in title, Minebea Intec shall be entitled to remedy said defect by modifying the delivered item in a manner reasonably acceptable for the Customer. If, in the event of a defect in title, modification is not feasible on economically reasonable terms or within a reasonable period, both the Customer and Minebea Intec shall be entitled to withdraw from the contract.

The warranty shall exclude used goods and used spare parts. Minebea Intec shall bear the cost for equipment requalification measures only in the event that Minebea Intec has signed a separate individual agreement for said requalification.

All further claims are excluded, unless liability is due to intentional or gross negligence as expressly provided for in Article 8 below.

Warranty claims must be submitted within 12 months from the date transfer of risk occurs, except in the cases of Section 438, Subsection 1, No. 2, of the German Civil Code ("BGB") and of Section 634a, Subsection 1, No. 2, of the BGB.

Minebea Intec's liability shall be expressly excluded if the Customer undertakes any alterations or installation work on goods delivered by Minebea Intec, or instructs a third party to do so.

All remittances and returned items shall be sent together with the delivery note (packing slip), the operating

instruction and the original packaging. If it turns out that the complaint is unjustified, Minebea Intec shall be entitled to claim, in addition to the costs for the dispatch, an appropriate refund.

#### **8. Limitation of Liability**

The liability of Minebea Intec no matter for what legal cause – shall be limited to damages directly caused by Minebea Intec either intentionally or through gross negligence. Minebea Intec shall not be liable for losses not typically associated with this type of contract and that are thus scarcely foreseeable. Mandatory liability under applicable statutory law remains unaffected.

#### **9. Transfer of Risk**

Risk of damage to or loss of the goods shall pass to the Buyer as follows:

- Where goods are to be delivered somewhere other than Minebea Intec's premises, transfer of risk shall occur at the time of delivery or, if the Buyer wrongfully fails to accept delivery of the goods, the time when the Seller has tendered delivery of the goods;
- Where goods are to be delivered at Minebea Intec's premises (EXW „ex works“, Incoterms 2020), transfer of risk shall occur at the time when the Seller notifies the Buyer that the goods are available for collection.

#### **10. Retention of Title**

Minebea Intec shall retain title of ownership to the goods delivered to the Customer until Minebea Intec has received payment in full for the goods and until full payment has been received for any and all claims arising out of this agreement, including any incidental/secondary claims (e.g. default interest) ("Retained Goods").

Notwithstanding any other claims Minebea Intec shall be entitled to make against the Customer, Minebea Intec shall also have the right to repossess the Retained Goods if the Customer fails to act in accordance with its obligations under this agreement ("Repossession Goods").

If Minebea Intec decides to initiate its repossession rights, the Customer shall release the Repossessed Goods without undue delay. Repossession of the Retained Goods does not constitute a rescission of the agreement unless expressly stated in writing. After written notification, Minebea Intec shall have the right to sell the Repossessed Goods to satisfy Customer's debt.

The Customer shall be entitled to resell Retained Goods in its ordinary course of business as long as the Customer is not in default of payment. The Customer herewith assigns to Minebea Intec the title to any receivables from the resale of the Retained Goods, in the last invoice amount agreed with Minebea Intec (including value added tax) and Minebea Intec accepts the assignment.

The Customer shall be entitled to transform, combine and commingle Retained Goods with other goods ("Processing"

or "Processed Goods") in its ordinary course of business as long as the Customer is not in default of payment. Such Processing takes place for Minebea Intec. In case of Processing, any rights of the Customer with respect to becoming owner of the Retained Goods shall be retained in any Processed Goods. If the Customer combines and/or commingles the Retained Goods with items not belonging to Minebea Intec, Minebea Intec shall acquire co-ownership of the Processed Goods in the ratio of the value of the Retained Goods to the value of the other processed goods at the time of processing. In the event the Customer acquires sole ownership of the Processed Goods through commingling, the parties agree that the Customer shall grant Minebea Intec proportional co-ownership of the Processed Goods. The

Customer assigns to Minebea Intec its receivables from the Processing and/or the resale of the Processed Goods. Minebea Intec accepts the assignment.

The Customer shall remain entitled to collect the receivables even after assignment provided that the resale/Processing is affected within the scope of a regular business transaction. Minebea Intec's right to collect assigned receivables by itself shall remain unaffected by this. Minebea Intec can revoke the Customer's right to sale and collection, and demand the information and documents necessary for collection of the receivables and collect such receivables if the Customer does not comply with its payment commitments, is in default of its payment, has filed a bankruptcy petition and/or suspended payments.

The Customer shall store the Retained/Processed Goods separately and identify them as Minebea Intec's property. The Customer shall, at its own expense, insure the Retained/Processed Goods for their full replacement value against all damage caused by theft, fire and water. Any insurance proceeds received by the Customer with respect to the Retained/Processed Goods must be paid to Minebea Intec immediately on receipt. All necessary maintenance and inspections of the Retained/Processed Goods shall be performed by the Customer in a timely manner and at its own expense.

Unless title of the Retained/Processed Goods has been transferred to the Customer, the Customer shall not be entitled to pledge or assign the Retained/Processed Goods as a security. In the case of attachment, seizure or other dispositions by a third party, the Customer shall inform Minebea Intec immediately in writing and provide Minebea Intec with the necessary documentation which will allow Minebea Intec to institute necessary counter actions. Furthermore, the Customer shall be liable for any loss incurred by Minebea Intec with respect such third party depositions if the third party is not in a position to refund the judicial and extra-judicial costs of actions taken pursuant to § 771 ZPO (the German Code of Civil Procedure).

As soon as the value of the collateral exceeds the value of the outstanding receivables owed to Minebea Intec by the Customer by 20%, Minebea Intec, at the Customer's request, is obliged to release the excess collateral.

## 11. Limitation of Claims

All customer claims, irrespective of their legal basis, shall be subject to a limitation period of one year. The statutory limitation periods shall apply with respect to intentional behavior or fraudulent conduct and to any claims under the German Product Liability Law.

## 12. Software

If software is included in a delivery, the Customer shall be granted a non-exclusive right to use the software and its associated documentation. Said software shall be provided for use with the specific delivered item. Use thereof on more than one system shall not be permitted. The Customer shall only be entitled to copy, revise or translate the software or to convert from object code to source code to the extent permitted by law (Sections 69 a et seq. of the German Copyright Act "UrhG"). The Customer undertakes to refrain from removing manufacturer's markings, in particular copyright notices, or to change these without the prior express consent of Minebea Intec. All other rights to the software and the documentation including copies thereof shall remain with Minebea Intec or the software supplier. The issue of sublicenses is not permitted.

## 13. Data protection and Confidentiality

Minebea Intec and their affiliated companies according to Sections 15 et seq. German Stock Corporation Act ("Deutsches Aktiengesetz") shall be entitled to process the data provided by this business arrangement or in connection with details supplied, in accordance with the applicable data protection law.

The Customer undertakes to treat strictly confidential all documents, information and data relating to Minebea Intec and their affiliated companies according to Sections 15 et seq. German Stock Corporation Act ("Deutsches Aktiengesetz") which it receives in connection with or incidentally through their contractual relationship.

## 14. Miscellaneous

Minebea Intec reserves the right to improve or modify any of the goods without prior notice, provided that such improvement or modification shall not affect the form or the agreed functions of the goods.

Rights and duties shall not be assigned or transferred by either party except with the prior written consent of the other party.

Minebea Intec notes that in some cases it uses subcontractors as components supplier.

## 15. Place of Performance and Rectification

The place of performance just as for the place of rectification with regard to all goods supplied and services provided hereunder shall be the legal business domicile of the Minebea Intec company specifically designated on the particular order confirmation.

## 16. No Russia Clause / No Belarus Clause

(1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The Buyer shall not sell, export or re-export, directly or indirectly, to the Republic of Belarus or for use in the Republic of Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006.

(3) The Buyer shall undertake its best efforts to ensure that the purpose of section 16 paragraphs (1) and (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(4) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of section 16 paragraphs (1) and (2).

(5) Any responsible violation of section 16 paragraphs (1), (2), (3) or (4) by the Buyer shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies:

i. termination of this Agreement and

ii. a contractual penalty to be determined by the Seller at its reasonable discretion and to be reviewed by the competent court in the event of a dispute, however this penalty shall not be higher than 5% of the total value of this Agreement or price of the goods exported.

(6) The Buyer shall immediately inform the Seller about any problems in applying section 16 paragraphs (1), (2), (3) or (4), including any relevant activities by third parties that could frustrate the purpose of section 16 paragraphs (1) and (2). The Buyer shall make available to the Seller information concerning compliance with the obligations under section 16 paragraph (1), (2), (3) and (4) within two weeks of the simple request of such information.

(7) The Buyer shall indemnify the Seller against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the non-compliance of the Buyer with section 16 paragraphs (1), (2), (3), (4), (5) and (8) unless the Buyer proves that he is not responsible for the violation. The contractual penalty shall be offset against claims for damages.

(8) It is agreed between Seller and Buyer that the use and transfer of intellectual property rights and related provisions pursuant to Article 12ga of Council Regulation (EU) No 833/2014 (as amended) and Council Regulation (EU) No 765/2006 (as amended) are prohibited and must be complied with.

If sub-licenses are granted for intellectual property rights or trade secrets, the Buyer shall oblige its sub-licensees to also comply with the obligations under Article 12ga of Council

Regulation (EU) No 833/2014 (as amended) and Council Regulation (EU) No 765/2006 and to pass on these obligations to their sub-licensees.

(9) The Seller reserves the right to make the delivery of products dependent on the receipt of a conclusive end-use certificate issued by the end user.

#### **17. General Provisions**

The law of the Federal Republic of Germany, excluding United Nations Convention on Contracts for the International Sale of Goods (CISG), shall apply exclusively to all legal relationships between Minebea Intec and the Customer.

The Commercial Courts of the legal business domicile of the corresponding Minebea Intec company shall have exclusive jurisdiction for all disputes arising out of this agreement.

If any of the provisions of these General Terms of Sale should be or become ineffective or impracticable, the validity of the other provisions shall remain unaffected. The

ineffective or impracticable article shall be replaced by the statutory provision unless agreed otherwise by the parties. This shall also apply in case of a loophole.

These General Terms and Conditions of Business Relating to Goods and Services of Minebea Intec are issued in German and English. In cases of doubt, the German wording shall prevail.

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