

Elten Logistic Systems North America LLC

General terms and conditions of sale and supply

General terms and conditions of sale and supply applicable to all offers by and agreements with Elten Logistic Systems North America, Atlanta, Georgia, USA, hereinafter: "ELTEN NA", for the manufacturing, sale, delivery, assembly, installation, commissioning, revision, maintenance, service and/or repair of any goods by ELTEN NA.

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1. General

1.1 All offers, proposals, and quotations from ELTEN NA to the other party (hereinafter: the “Buyer”) for the manufacturing, sale, delivery, assembly, installation, commissioning, revision, maintenance, service and/or repair of any goods by ELTEN NA (hereinafter: “Offer(s)” and “Goods” respectively) and all relevant agreements with ELTEN NA are subject to these general terms and conditions of sale and supply (hereinafter: the “Terms”). Any agreement(s) between ELTEN NA and the Buyer, including Elten NA accepted orders for the sale and supply of Goods, of which these Terms are thus an integral part, are hereinafter referred to as: “Agreement(s)”.

1.2 These Terms supersede all prior negotiations, representations, and/or agreements, either written or oral, between ELTEN NA and Buyer (hereinafter jointly: the “parties” and severally a “party”).

1.3 The applicability of general terms and conditions or any similar conditions of the Buyer is hereby expressly excluded.

1.4 Provisions which deviate from these Terms can be invoked by the Buyer only if and to the extent that such provisions have been accepted by a duly authorized ELTEN NA representative in writing. ELTEN NA's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or deviating terms and conditions.

1.5 If, for any reason whatsoever, any part of these Terms is invalid, the remainder of the same shall remain in force and the parties will, in mutual consultation, provide a regulation in substitution for the invalid stipulation, the purport of which shall be maintained to the maximum extent possible. The language in all parts of these Terms shall in all cases be construed simply according to its fair meaning and not strictly for or against either party. The provisions of these Terms, as well as any statements made by the parties in connection with any Agreements, shall be interpreted in good faith.

1.6 ELTEN NA reserves the right to unilaterally change these Terms at its sole discretion. Such changes shall take effect if and when these have been notified in writing and/or via email to the Buyer. If the Buyer does not wish to accept such change in these Terms, it must inform ELTEN NA of its nonacceptance within fourteen (14) calendar days of receipt of the notice and not conclude any new Agreements, failing which the changes in these Terms so notified shall take effect.

2. Offers, orders, and agreements

2.1 All Offers are nonbinding, unless explicitly agreed otherwise in writing.

2.2 All orders and all acceptances of Offers by the Buyer, including verbal orders or acceptances of Offers, are irrevocable.

2.3 ELTEN NA shall only be bound when it has accepted an order in writing. Moreover, ELTEN NA is only bound as accepted in writing. Verbal commitments or agreements by or with its personnel do not bind ELTEN NA except and insofar as a duly authorized representative of ELTEN NA confirms these in writing.

2.4 Amendments in Agreements shall be subject to these Terms as if they were separate agreements.

3. Drawings, samples, and documents

3.1 All information recorded in catalogues, brochures, price lists and the like shall only be binding for ELTEN NA if and insofar as explicitly agreed in writing. Illustrations, samples, drawings, or models shown, published, or provided are intended to demonstrate general features of the Goods, and Goods delivered may deviate to a reasonable extent from such illustrations, samples, drawings, or models. ELTEN NA makes no representations or warranty regarding the accuracy, completeness, or currency of such information and the Buyer cannot derive any rights from catalogues and other preprinted or electronic information and/or errors in such.

3.2 All drawings, designs, models, etceteras, which are supplied in connection with the Goods delivered by ELTEN NA and the intellectual and industrial property rights with respect thereto shall remain the exclusive property of ELTEN NA which company shall also be regarded as the maker and designer.

4. Prices

4.1 Unless expressly indicated or agreed otherwise in writing, the prices quoted by or agreed with ELTEN NA shall be net prices, therefore exclusive of any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax duties or levies, and exclusive of any possible import or export duties. Buyer will have the responsibility for the payment of all such

applicable taxes, levies, and duties. Prices are based on delivery Ex Works, Incoterms® 2020, ELTEN NA's site Atlanta, Georgia, USA. They shall furthermore not include costs of packing, loading, transport, unloading, insurance, installation, assembly and/or other services.

4.2 Prices quoted apply to the specific quantities in the Offer.

4.3 If ELTEN NA undertakes to carry out the packing, loading, transport, unloading, insurance, installation, assembly or other services and no price has been expressly agreed in that respect, it shall be entitled to charge the Buyer the actual costs and/or the rates normally used by ELTEN NA.

4.4 Prices set by or agreed to with ELTEN NA are based on the cost price at the time of the Offer or acceptance of an order by ELTEN NA. If the cost price increases thereafter, ELTEN NA is, to the extent allowed under applicable law, entitled to charge the Buyer a corresponding price increase, unless explicitly agreed otherwise in writing ("fixed price").

5. Payment terms

5.1 ELTEN NA reserves the right to require payment in advance or cash on delivery and otherwise modify credit terms should Buyer's credit standing not meet ELTEN NA's acceptance.

5.2 Unless different payment terms are expressly set forth in the applicable Offer, Goods will be invoiced upon delivery.

5.3 Buyer's payment must be in the currency as determined in the Offer.

5.4 Payment in full is due within thirty (30) calendar days from the invoice date ("Payment Due Date"), unless otherwise stated in ELTEN NA's Offer. Any Buyer requested delivery delay solely affects the delivery date and will not in any way alter the original Payment Due Date (which may then deviate from section 5.2). Buyer relinquishes any right to withhold or suspend payment or to deduct or setoff amounts charged by and between the parties.

If Buyer fails to make payment when due, Buyer agrees that ELTEN NA may apply a service or finance charge of the lesser of (i) one and a half percent (1.5%) per calendar month (equaling eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the Payment Due Date. Buyer shall be responsible for all costs and expenses associated with any checks returned due to Buyer's

insufficient funds, and for any late payment including collection associated expenses in general, including but not limited to reasonable attorneys' fees. All credit sales are subject to prior written approval of ELTEN NA's credit department. Unless explicitly agreed upon otherwise in writing, export shipments will require payment prior to shipment of the Goods, or an appropriate Letter of Credit.

5.5 If, during the performance of an Agreement, the financial responsibility or condition of the Buyer is such that ELTEN NA in good faith deems Buyer insecure, ELTEN NA may: (a) request financial assurances; (b) suspend performance, after which ELTEN NA will not be obligated to continue performance under one or more Agreements; (c) stop Goods in transit and defer or decline to make delivery of Goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the Order per article 15 of these Terms.

5.6 ELTEN NA retains any and all rights to enforce payment defaults to the full price of any Order associated work completed and in process. Upon Buyer's default in payment when due, if Buyer fails to immediately and without demand pay to ELTEN NA the entire amount in default for any and all shipments of Goods made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were made, as a debt due to ELTEN NA, ELTEN NA may withhold all subsequent shipments until the full amount in default is settled. Acceptance by ELTEN NA of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer an Agreement or any interest in it, or monies payable under it, without the prior written consent by a duly authorized representative of ELTEN NA and any assignment made without this consent will be null and void.

6. Delivery time and delivery

6.1 The delivery time becomes effective after conclusion of an Agreement, after ELTEN NA has received all documents and data to be provided by the Buyer, and after any agreed upon advance payments have been received by ELTEN NA, or a security for the benefit of ELTEN NA has been provided.

6.2 In case an Agreement does not specify a delivery time, such delivery time shall be determined by ELTEN NA at its discretion after consulting the Buyer. ELTEN NA shall make every reasonable effort to effect performance at the said delivery date, however, any delivery time specified or determined shall be an estimate only.

6.3 If ELTEN NA expects that the delivery time agreed will be exceeded, it will inform the Buyer hereof as early as possible. A failure to make timely delivery shall not entitle the Buyer

to additional or substitute compensation or to non-compliance by the Buyer of any of its own obligations arising from an Agreement. However, insofar as the failure to provide a timely delivery is the result of a circumstance which can be attributed to ELTEN NA, the Buyer shall be entitled to terminate the Agreement involved by means of a written statement, if and insofar as after the abovementioned failure to deliver, ELTEN NA still fails to deliver the Goods within a reasonable period for delivery agreed with the Buyer in writing.

6.4 Delivery time will be extended by the amount of time that the implementation of an Agreement is delayed due to Force Majeure, in accordance with the provisions of article 9 of these Terms. It shall also be extended by the time that the Buyer is later or delayed in the fulfilment of any obligation that follows from these Terms, is agreed to, or could reasonably be expected by ELTEN NA. Any additional costs arising from delay which is attributable to the Buyer, shall be borne by the Buyer.

6.5 Unless explicitly agreed upon otherwise in writing, (a) delivery of national shipments to Buyers will be made Ex Works, Incoterms 2020® ELTEN NA's site Atlanta, Georgia, USA, and (b) delivery of international shipments to Buyers will be made FCA, Incoterms 2020® ELTEN NA's site Atlanta, Georgia, USA, unless explicitly otherwise agreed upon in writing.

6.6 Insofar as relevant and applicable, in the absence of specific instructions from the Buyer, ELTEN NA will select the carrier. Buyer will reimburse ELTEN NA for the additional cost of its performance resulting from lack of or inaccurate delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, reinspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though Goods had been delivered in accordance with the order. If ELTEN NA warehouses or stores the Goods on behalf of Buyer, risk of loss will be borne by Buyer from the start of this period.

6.7 ELTEN NA has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these Terms. ELTEN NA shall be entitled to demand payment for each partial delivery before proceeding with any other. The Buyer's failure to comply with its duty to effect payment (or to do so on time) shall have the effect of suspending ELTEN NA's duty to effect a delivery.

7. Obligations of buyer

7.1 The Buyer shall, at no charge, provide ELTEN NA timely with any information reasonably required in connection with an Agreement, such as but not limited to relevant technical

documentation, logs, inspection reports and import and export licenses, and shall timely reply to any drawing submitted for approval (by either approving or disapproving such drawings, including remarks and/or proposed additions, changes, etceteras, where applicable).

7.2 The Buyer warrants that ELTEN NA will be enabled to commence and effect the work to be performed in connection with an Agreement immediately upon arrival of the Goods and/or ELTEN NA's and/or its suppliers' and/or subcontractors' personnel (together: the "Personnel") and without interruption or hindrance. For this purpose, the Buyer shall, before the arrival of the Goods or such Personnel as well as during the performance of the work in connection with an Agreement, make all the arrangements necessary – whether or not expressly agreed upon – to ensure that the work can commence at the agreed date and can be carried out without interruption or hindrance. Furthermore, the Buyer shall, at no charge, attend all such tests and/or trials as indicated by ELTEN NA and shall provide ELTEN NA with all assistance ELTEN NA reasonably requires, such as but not limited to skilled and unskilled personnel, and any necessary devices, implements and auxiliary means.

7.3 The Buyer warrants that all documents and licenses required in connection with the import and export of the Goods and/or the stay of Personnel in the country and at the premises of the Buyer or any third-party premises, if so indicated by the Buyer, shall be available at the time of arrival of the Goods and/or such Personnel.

7.4 Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. ELTEN NA can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse ELTEN NA for any losses, liabilities, damages, and expenses that ELTEN NA may have incurred as a result of any inaccurate information provided by Buyer to ELTEN NA.

7.5 Where the Buyer breaches any of its obligations set out in an Agreement or otherwise, it shall be in default without the need of a notice of default having to be sent and ELTEN NA shall be entitled to, amongst others, an extension of the delivery time and/or time for performance of the work and reimbursement of all costs and damages incurred.

8. Risk and transfer of ownership

8.1 The risk in the Goods sold by ELTEN NA shall be for the Buyer as from the moment that the Goods are considered delivered per section 6.5 ("Date of Delivery"). Title to the Goods will pass when the risk of loss transfers to the Buyer.

8.2 Unless expressly agreed otherwise in writing, loading, dispatching or transport, unloading and insuring of the Goods shall be effected for the risk of the Buyer, even if ELTEN NA arranges same in accordance with section 6.6. above.

8.3 Unless expressly agreed otherwise in writing, Buyer grants to ELTEN NA a continuing security interest in and a lien upon the Goods supplied by ELTEN NA to the Buyer under an Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to ELTEN NA under an Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the Goods. Buyer's insurance policy for any such ELTEN NA claim will include a waiver of subrogation in favor of ELTEN NA. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which ELTEN NA may consider necessary, desirable, or appropriate to establish, perfect or protect ELTEN NA's title, security interest and lien. In addition, Buyer authorizes ELTEN NA and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by applicable law.

9. Force majeure

ELTEN NA may cancel, terminate, or suspend an Agreement and ELTEN NA will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, in whole or in part, temporarily or not, due to acts or omissions of the Buyer and / or its contractors or due to Force Majeure. "Force Majeure" means any event beyond ELTEN NA's reasonable control including but not limited to: forces of nature, governmental authorities acts or inactions, embargoes, trade restrictions, disease, pandemics, epidemics, fire, flood, explosion, riot, war, terrorist acts, rebellion, sabotage, site or building blockades, strikes, unavailability of fuel, power, energy telecommunication or transportation facilities, shortage of materials and/or equipment or inability to obtain delivery thereof, currency

restrictions, delayed delivery of goods including Goods or provision of services ordered by ELTEN NA from third parties, accidents and interruptions of business operations, etceteras.

In the event of Force Majeure on the part of ELTEN NA, its obligations are suspended. If the event of Force Majeure continues for a period of more than ninety (90) calendar days, both ELTEN NA and the Buyer are authorized to terminate the non-feasible parts of the Agreement involved by a written declaration, without prejudice to the provisions of article 15. Where ELTEN NA has already executed part of an Agreement, the Buyer shall pay for any Goods that have been delivered as well as for any associated services already performed.

10. Acceptance, inspection, returns

10.1 The Buyer is obligated to take discharge and acceptance the moment that the Goods are ready for transport or ready to be dispatched.

10.2 If the Buyer does not, or does not timely, inspect or test the Goods, or lend its cooperation to inspection or testing of the Goods, the Goods shall be deemed having been accepted at the time that inspection, testing or acceptance could have been expected or desired by ELTEN NA.

10.3 With respect to the Buyer, ELTEN NA has a right to compensation for damage and costs which are the result of Buyer's refusal to effect, or the delay in, the inspection, testing or acceptance of the Goods.

10.4 Before Goods can be rejected in connection with defects found during inspection or testing, ELTEN NA shall be given the opportunity to repair such defects. If the Buyer makes no use of a possibility for inspection or testing, then the Goods shall be deemed to have been accepted.

10.5 The Buyer will notify ELTEN NA in writing of any nonconformity with an Agreement within ten (10) calendar days from receipt of the Goods by Buyer. Failure to give such notice will constitute a waiver of Buyer's right to inspect and/or to reject the Goods for nonconformity and will be equivalent to an irrevocable acceptance of the Goods by Buyer. Claims for loss of or damage to Goods in transit must be made to the carrier, and not to ELTEN NA unless different terms are expressly set forth in the Offer.

10.6 No Goods may be returned to Elten NA without prior authorization from a duly authorized Elten NA representative in writing or such return will be refused. Return of Goods

will be subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified in writing by Elten NA. Freight charges are charged to Buyer on all returns unless Goods are defective. Items that are specially ordered, made to Buyer's specifications, non-inventory or non-stock items, cannot be returned for any credit due to their special nature, (unless found defective).

11. Warranty

ELTEN NA warrants that the products sold to Buyer under an Agreement (hereinafter "Products") including the software, excluding "wear parts" or consumables all of which are not warranted, will be (i) built in accordance with the specifications referred to in the Offer, if such specifications are expressly made a part of an Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the first day of beneficial use after completion of commissioning, unless a longer period is provided by law or is specified in the Product documentation or in the order confirmation (the "Warranty"). In the event a service & maintenance agreement is entered into between Elten NA and Buyer the Warranty is extended with twelve (12) months.

Except as otherwise provided by law, ELTEN NA will, at its option and at no cost to Buyer, either repair or replace any Goods which fail to conform with the Warranty; provided, however, that under either option, ELTEN NA will not be obligated to remove the defective Goods or install the replaced or repaired Goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses. Transport risk will be for the Buyer unless the parties agree upon otherwise in writing.

Buyer's failure to comply with ELTEN NA's repair or replacement advice will constitute a waiver of Buyer's rights and will render all warranties void. Any Goods or parts of Goods repaired or replaced by ELTEN NA under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to ELTEN NA of any defects in material or workmanship of warranted Goods or parts of Goods within ten (10) calendar days, or shorter period as dictated by the issue, of the date when any defects are first manifest.

ELTEN NA will have no warranty obligations to Buyer with respect to any Goods or parts of Goods that: (a) have been repaired by third parties other than ELTEN NA or without ELTEN NA's prior written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to ELTEN NA's instructions for installation, operation and maintenance; (d) have been damaged from

ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to e.g. abnormal conditions or vibration; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by ELTEN NA or not approved by ELTEN NA in connection with Goods supplied by ELTEN NA hereunder; (h) not sold by ELTEN NA or its authorized supplier; or (i) for defaults that are caused by changes in interconnectivity with third party interface software due to changes in such third party interface software occurring after successful performance of the customer acceptance test. In any case of goods not manufactured by ELTEN NA, there is no warranty from ELTEN NA; however, ELTEN NA will extend to Buyer any warranty received from ELTEN NA's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND ELTEN NA'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

12. Used goods

USED GOODS ARE SOLD IN AN "AS IS, WHERE IS" CONDITION. ELTEN NA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. ELTEN NA WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

13. Limitation of liability

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL ELTEN NA'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THE AGREEMENT. ELTEN NA WILL HAVE NO LIABILITY

FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL TO THE MAXIMUM EXTENT PERMITTED BY LAW BE EFFECTIVE, WITHOUT REGARD TO ELTEN NA'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

TO THE EXTENT AN AGREEMENT PROVIDES A SPECIFIED REMEDY FOR A DEFAULT OR BREACH, THE GIVEN REMEDY WILL BE ELTEN NA'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR THE DEFAULT OR BREACH TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES THAT MAY BE AVAILABLE AT LAW, IN EQUITY, OR OTHERWISE. THE TERMS OF THIS ARTICLE 13 SURVIVE EXPIRY OR TERMINATION OF AN AGREEMENT AND PREVAIL OVER ALL OTHER PROVISIONS CONTAINED IN AN AGREEMENT.

14. Intellectual property

14.1 All intellectual property rights and know-how arising from an Agreement and all drawings, models, descriptions, information, documents, reports, computer programs, databases, data, deliverables, and other items made, to be delivered, designed, produced, or made available under an Agreement, including all copy rights, moral rights, related rights, patents, trademarks, service marks, rights in designs, database rights, rights in undisclosed and confidential information (such as knowhow, trade secrets, inventions whether patentable or not) and other similar proprietary rights, whether registered or nonregistered or capable of registration, all applications and rights to apply therefore and all renewals, extensions and revivals thereof, wherever in the world any such rights exist or will come into existence, shall be and/or remain exclusively owned by ELTEN NA and/or its affiliated companies, may not be used, copied or otherwise reproduced without ELTEN NA's prior written approval and, except where explicitly agreed otherwise in an Agreement, nothing shall be deemed to constitute a transfer of such intellectual property rights and know how.

14.2 Unless otherwise specified in an Agreement, ELTEN NA shall own any and all intellectual property rights to the deliverables developed by ELTEN NA as part of the work, and the Buyer shall be granted a royalty free, worldwide license to have free use of such deliverables.

15. Cancellation, termination

15.1 Except as otherwise provided in these Terms or in an Agreement, no order may be cancelled on special or made-to-order Goods or unless otherwise requested in writing by

either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer shall, within thirty (30) calendar days of such cancellation, pay ELTEN NA a cancellation fee, which will include all costs and expenses incurred by ELTEN NA prior to the receipt of the request for cancellation, including but not limited to, all commitments to its suppliers, Personnel, and others, all fully burdened labor and overhead expended by ELTEN NA, plus a reasonable profit charge.

15.2 Notwithstanding anything to the contrary in an Agreement, at the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, ELTEN NA may, upon providing Buyer notice that has immediate effect upon issuance, terminate any Agreement(s). If Buyer fails to make any payment when due under an Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of an Agreement within ten (10) calendar days after being notified in writing of such default by ELTEN NA, ELTEN NA may, by written notice to Buyer, without prejudice to any other rights or remedies which ELTEN NA may have, terminate its further performance of an Agreement. If any termination under this article 15 occurs, ELTEN NA will be entitled to receive payment as if Buyer had cancelled an Agreement as per the preceding paragraph immediately and without notice as a debt due. ELTEN NA may nevertheless elect to complete its performance of an Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by ELTEN NA in so doing. Upon termination of an Agreement, the rights, obligations, and liabilities of the parties which will have arisen or been incurred under that Agreement prior to its termination will survive such termination.

16. Change orders

If, after an Agreement has been concluded, the Buyer desires amendments or additions to an Agreement, ELTEN NA shall, in its sole discretion, decide whether to effect or not to effect those. Any requested change(s) to the work set forth in an Agreement require(s) the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price and/or delivery schedule ("Change Order"). Should the entirety of a Buyer's change request be to revise ELTEN NA's delivery schedule, this also will require a Change Order that specifies, among other things, the revised Agreement price, applicable fees, such as storage and maintenance, and revised delivery date(s). ELTEN NA will not be obliged to proceed with any change and no such change will be binding or have any effect on ELTEN NA or on an Agreement unless/until the parties enter into a Change Order.

Should ELTEN NA's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, ELTEN NA will be entitled to assess late fees and suspend performance of all work for the period of delay.

17. Product recalls

In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by ELTEN NA) to ensure that: (a) all customers of the Buyer and authorized repairers who own or use affected Goods are advised of every applicable recall campaign of which the Buyer is notified by ELTEN NA; and (b) modifications notified to Buyer by ELTEN NA by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any Goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, ELTEN NA will have the right to obtain names and addresses of the Buyer's customers from Buyer and ELTEN NA will be entitled to get into direct contact with such customers.

18. Governing law and dispute resolution

18.1 ANY AGREEMENT(S) BETWEEN ELTEN NA AND BUYER AND ANY CORRESPONDENCE, DEALINGS AND SERVICES CONDUCTED, PROVIDED, AND OR RENDERED AND ALL ACTIONS CONTEMPLATED THEREBY ARE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, USA (WITHOUT REGARD TO ANY APPLICABLE CONFLICT-OF-LAW PROVISIONS). THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG) IS HEREBY EXPRESSLY EXCLUDED.

18.2 ALL DISPUTES EXISTING BETWEEN PARTIES SHALL BE SUBMITTED EXCLUSIVELY TO THE APPROPRIATE COMPETENT COURT IN THE STATE OF GEORGIA, USA. AN EXCEPTION TO THE FOREGOING APPLIES IF THE ACO IN SECTION 18.3 WOULD BE EXERCISED.

18.3 WITHOUT PREJUDICE TO THE PROVISIONS OF SECTION 18.2, AND AT THE SOLE OPTION OF ELTEN NA, ANY DISPUTE BETWEEN THE PARTIES MAY ON A CASE-BY-CASE BASIS BE SUBMITTED TO AND DETERMINED AND SETTLED BY THE APPROPRIATE COMPETENT COURT IN BUYER'S JURISDICTION, ACCORDING TO THE APPLICABLE LAW IN BUYER'S JURISDICTION (THE "ALTERNATIVE COURT OPTION" OR "ACO").

18.4 THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF ANY AGREEMENT(S).

19. Export laws and regulations

ELTEN NA's goods, including Goods, and any software, documentation, and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer shall comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this article 19. Buyer agrees, to the extent legally possible, to indemnify ELTEN NA and its Personnel and to reimburse ELTEN NA and its Personnel for any losses, liabilities, damages and expenses that ELTEN NA and/or its Personnel may have incurred as a result of any such breach.

20. System data

Buyer agrees and authorizes ELTEN NA to indefinitely store any data collected from ELTEN NA goods including Goods ("System Data") on ELTEN NA's owned, leased, rented, or licensed hardware, software, network, storage, and related technology. Buyer grants ELTEN NA and ELTEN NA's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such System Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any ELTEN NA or affiliate manufactured or supplied goods including Goods and/or software; and (d) for any other internal use, provided any such internal use is limited to using the System Data in an aggregated and anonymized manner that cannot be reconstituted as individualized data.

21. Titles, waiver, severability, miscellaneous

Headings of articles are for reference only, and will not limit or restrict the interpretation or construction of these Terms. Time is of the essence in the performance of the parties' duties under these Terms. ELTEN NA's failure to insist, in any one or more instances, upon Buyer's performance of these Terms, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of these Terms will not affect the validity or continuing force and effect of any other provision. The provisions of these Terms shall fully apply subject to compliance with applicable export control, competition / anti-trust laws and regulations in force and applicable to the parties and

nothing in these Terms shall oblige either party to do or omit to do, or refrain from doing, anything which would result in a breach by such party of such laws and regulations. Each party to an Agreement represents, agrees, and warrants that it will perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of each Agreement and these Terms. In these Terms, the singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa.

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