

TERMS AND CONDITIONS OF PURCHASE OF STULZ TECHNOLOGY INTEGRATION LTD

These Terms and Conditions supersede all previous agreements and representations relating to the subject matter hereof. Any representation, promise, or condition in connection with this order, not incorporated herein, shall not be binding upon the Purchaser, STULZ Technology Integration Ltd. (STULZ TI).

Any terms that differ in any respect from these Terms and Conditions are hereby null and void. Such proposed terms are null and void whether they are introduced by the party placing this order, or if they are contained in any master document, sub-contract, or any other agreement among third parties related to this order, but to which STULZ TI is not a party. In addition, and without limitation, the terms and conditions of this Agreement shall govern and take precedence over any terms and conditions that may be required to accept by way of clicking an "accept", "agree", or similar button at the designated website of either party in order to access, download and/or use the software or documentation.

1. General Information

- 1.1 STULZ TI (hereinafter referred to as "the Purchaser") places orders exclusively based on these Terms and Conditions of Purchase. Conflicting conditions of the Contractor are not recognised by the Purchaser. The Terms and Conditions of Purchase shall also apply to all future transactions with the Vendor.
- 1.2 The Terms and Conditions of Purchase shall apply to contracts with companies as defined as defined under the laws of England and Wales.
- 1.3 If the Purchaser places orders within the framework of orders which have been placed with it, then the terms and conditions of the Purchaser's customer shall apply additionally to these Terms and Conditions of Purchase and the Vendor must request these from the Purchaser.
- 1.4 Orders, call-offs, and contracts of all kinds, and changes or supplements to these, shall only be valid if they are made in writing. "In writing" also covers declarations sent by fax, email, or other form of remote data transmission. A signature is not required to satisfy the requirement for the written form. The requirement for the written form shall also apply to the waiving of this requirement itself.
- 1.5 The Vendor shall be bound by its offers for at least 30 days.

2. Delivery deadline, delayed delivery, contractual penalty

- 2.1 Deadlines that have been agreed are binding. The punctuality of deliveries which do not entail assembly or erection shall be determined by their receipt at the place of receipt stipulated by the Purchaser, while the punctuality of deliveries which entail assembly or erection as well as of contracted services shall be determined by their acceptance.
- 2.2 Should the Vendor fall into arrears with the delivery/services, then the Purchaser shall be entitled to impose a contractual penalty ranging from 0.3% of the net final invoice amount per business day to a maximum of 5% of the net final invoice amount. The Purchaser reserves the right to make further claims in circumstances where the delay causes the Purchaser to incur reputational damage or financial penalties from their customer.
- 2.3 A contractual penalty that has become payable should be deducted from any damage compensation claims if that is an alignment of interest between the contractual penalty and said compensation claims. The Purchaser shall be entitled to declare the reservation of the contractual penalty up until the final payment.

3. Transfer of risk, delivery, prices, reservation of title

- 3.1 For deliveries which entail assembly or erection and for services, risk is transferred to the Purchaser upon acceptance. For other deliveries, risk is transferred to the Purchaser when the goods are received at the place of receipt stipulated by the Purchaser.
- 3.2 The prices agreed are fixed prices. They incorporate free delivery to the place of use, including packaging.
- 3.3 If, under a deviating agreement, freight and packaging costs are borne by the Purchaser, the Vendor must account for and document these separately in the quote and on the invoice.
- 3.4 Partial performances require the Purchaser's prior approval. Deliveries in excess of those agreed must be picked up immediately by the Vendor at the Purchaser's request.
- 3.5 Premature deliveries likewise require the Purchaser's approval. In the event of a delivery being made before the agreed date, the Purchaser reserves the right to return the consignment at the cost and risk of the Vendor. In the event of a premature delivery not being returned, the goods shall be stored at the premises of the Purchaser up until the delivery date at the cost and risk of the Vendor. The invoice shall be paid in accordance with the agreed deadline.
- 3.6 Delivered goods shall become the property of the Purchaser when they are handed over. The Vendor shall ensure that no third-party rights (such as reservation of title, lien, etc.) exist and shall indemnify the Purchaser from third-party claims in this respect.

4. Invoices, payment, offsetting, retention, assignment

- 4.1 Invoices must be open to scrutiny and sent to the Purchaser's finance department in Kidlington, Oxfordshire, in accordance with the agreed billing procedure. All necessary supporting documents such as carriage notes, drawings, etc., should be attached to the invoices. Work carried out at an hourly rate should be invoiced monthly with the required evidence attached, including details of the specific individual services performed and the time and materials, (if applicable), expended. Invoices which have not been correctly drafted shall be deemed to have been received by the Purchaser only at the time of their correction.
- 4.2 Payments shall be made, unless otherwise agreed, on a 30-days EOM basis with no discount, following delivery or acceptance and receipt of a proper invoice. In certain circumstances, the Purchaser may agree to 14-day payment terms with the Vendor and in this instance, the payment will be subject to a 3% discount. A cash discount may also be applicable if the Purchaser offsets or retains a reasonable portion of the payments on the grounds of defects.

Ref: ISO 2020 – CD03 – Procurement Terms and Conditions

- 4.3 Insofar as the Vendor is obliged to deliver documentation, operating instructions, or material test certificates, then the payment period for invoices shall not commence prior to the receipt of these documents.
- 4.4 The payment period shall be deemed to have been adhered to if the amount due is transferred on the day it falls due or on the date of STULZ TI's very next payment run after this date.
- 4.5 Payment default shall always be subject to a prior dunning letter. Any default interest/damages shall be limited to 7.5%.
- 4.6 Making a payment shall not constitute recognition that the invoice is correct or that the delivery/service is as specified in the contract.
- 4.7 The Vendor may assign claims against the Purchaser to third parties only with the written consent of the Purchaser.

5. Termination or withdrawal for good cause

The Purchaser can rescind the contract or terminate the contract with immediate effect if the Vendor discontinues its payments or if the Vendor, the Purchaser (with due legitimacy) or another of the Vendor's creditors makes an insolvency application or for similar legal proceedings, or if such proceedings have been instigated or their instigation declined due to lack of assets. The Purchaser's claims for compensation shall remain unaffected by these circumstances.

6. Performance of the deliveries, services, defect claims, delivery of spare parts

- 6.1 The Vendor's deliveries/services must be made/performed in a proper and professional manner using the most suitable materials, technology and conform to all legal provisions and relevant regulations and directives issued by the relevant public bodies, professional and trade associations.
- 6.2 The Vendor must enclose any safety equipment that might be required as part of the delivery with no additional charge.
- 6.3 The Vendor must enclose all documents (test logs, tools, drawings, plans, operating instructions, etc) which are required for the acceptance, operation, maintenance, and repair of the goods. This documentation should be provided in duplicate and without extra charge.
- 6.4 The Purchaser shall have the right to select the nature of any supplementary performances, including in the case of a contract for work or services.
- 6.5 The Purchaser shall have the right to self-performance, including in the case of purchase contracts. To avert acute danger and prevent additional costs, the Purchaser may, at the expense of the Vendor and without granting a grace period, remedy the defect itself or arrange for the defect to be remedied if, due to the urgency of the situation, it is not possible to inform the Vendor in good time and to give them the opportunity to take remedial action.
- 6.6 Provided that nothing to the contrary has been explicitly agreed and the law does not provide for a longer limitation period, then the limitation period for claims for defects shall amount to 36 months. In the case of a building, or items that have been used for a building according to their standard manner of use and have caused its defectiveness, the limitation period for claims for defects shall be stipulated in the contract.
- 6.7 The limitation period shall begin on the date the delivery item is handed over to the Purchaser or to a third party named by the Purchaser at the place of receipt or use stipulated by the Purchaser. For delivery items that have to be assembled at the place of receipt or use, the limitation period shall begin once the assembly has been completed, with an agreed trial operation, provided this is carried out without any issues or complaints. If an acceptance is required by law or by the terms of the contract, the limitation period shall begin on the date of successful acceptance. If the agreed assembly, the execution of the agreed trial operation or the contractually agreed acceptance is delayed due to no fault of the Vendor, the limitation period shall begin no later than 6 months after the goods have been delivered. In the case of a contract for work and services, the limitation period shall only begin on or after the date of successful acceptance.
- 6.8 The place of performance is the place where the product is located, as intended.
- 6.9 The Vendor shall, in particular, bear all expenses arising in connection with ascertaining and eliminating defects, including expenses incurred at the Purchaser's premises, in particular, inspection costs, disassembly and reassembly costs, transportation costs, infrastructure, work and material costs and any other reasonable costs incurred and related to the replacement of the defective goods.
- 6.10 If the Vendor fulfils its performance obligation by supplying a replacement product, then the limitation period for the product/work provided shall begin again after the delivery/acceptance thereof unless, at the time of the supplementary performance, the Vendor expressly reserved the right to supply a replacement only as a gesture of goodwill in order to avoid disputes, or in the interest of maintaining the supply relationship. The same terms shall apply in the event of extensive rectification work on the part of the Vendor.
- 6.11 By issuing a receipt and signing-off plans that have been submitted or similar, the Purchaser is not relinquishing its right to make claims for defects or other rights.
- 6.12 If replacement products are supplied, the Purchaser shall not have to pay any consideration or compensation for the use of the defective goods that were originally delivered.
- 6.13 The Vendor shall bear the cost and risk of returning any defective goods.

7. Packaging

The goods must be packaged in accordance with the Purchaser's packaging instructions and in such a way as to prevent damage in transit. Only environmentally friendly packaging materials may be used. Should the Purchaser, on an exceptional basis, be invoiced separately for packaging, then the Purchaser shall be entitled to return any packaging which is in good condition to the Vendor free of freight charges, in return for compensation amounting to 2.3 of the corresponding value of the packaging as shown on the invoice.

8. Property rights

- 8.1 The Vendor guarantees that all deliveries are free of third-party industrial property rights.
- 8.2 The Vendor shall indemnify the Purchaser and/or its customers, upon their first request and with the Vendor bearing all incidental costs, from all claims that could be asserted by third parties due to a breach of commercial industrial property rights.

9. Product liability, indemnification, liability insurance protection

- 9.1 The Vendor undertakes to indemnify the Purchaser from third-party product liability claims, upon its first request and with the Vendor bearing all incidental costs, if the defectiveness of one of the Purchaser's products has been caused by a product or service supplied by the Vendor. The Vendor undertakes to refund to the Purchaser any costs arising as a result of these defects/actions including but not limited to, the costs of any necessary product recall.
- 9.2 The Vendor undertakes to maintain a product liability insurance policy with a cover of not less than £5M per incident of injury to persons/damage to property. The Vendor hereby assigns to the Purchaser its claims against the insurance company in the event of damage or loss. The Purchaser accepts this assignment, whereby the Purchaser's insurance benefits for compensation claims in excess of this shall remain unaffected.

10. Executions, documentation, tools samples, information, confidentiality

- 10.1 Samples, equipment, tools profiles, measurement and test devices, materials provided, drawings, work standard sheets, print templates and other documents which the Purchaser makes available to the Vendor shall remain the property of the Purchaser. They may not be used by the Vendor for purposes other than those stipulated in the contract, neither may they be replicated or made available to third parties.
- 10.2 The Vendor is obliged to keep all information it receives from the Purchaser strictly confidential. This duty of confidentiality shall also remain in force following the execution of this contract and shall expire if and to the extent that the knowledge contained in the aforementioned documents has become general knowledge. Articles manufactured in accordance with the documents of the Purchaser may not be made available, assigned, or sold by the Contractor to any third parties.
- 10.3 Moulds, tools, samples, print templates, etc., which are charged to the Purchaser shall become the property of the Purchaser at the time of payment. These shall be kept securely by the Vendor, without charge on behalf of the Purchaser and shall be surrendered to the Purchaser upon demand.

11. Passing on of order to third parties

The passing on of orders to third parties is not permitted without the written consent of the Purchaser. Without prejudice to its other statutory claims, the Purchaser may withdraw from the contract and/or assert a claim for compensation in place of the performance if it has first granted the Vendor a reasonable period within which to render the performance itself, and this period has expired without effect.

12. Provisions relating to sub-contracting services

- 12.1 For sub-contracting services, the terms stipulated in the contract between the parties shall apply and items 1-11 and 13 of these Terms and Conditions of Purchase shall have supplementary status. In the event of contradictions, item 12 of these Terms and Conditions of Purchase shall take precedence.
- 12.2 The limitation period for defect claims shall amount to 5 years from the acceptance of the services in aggregate.
- 12.3 An entitlement to compensation for work done at hourly rates shall only exist if settlement of the basis of hours worked was agreed in writing with the Purchaser before the work was carried out. The statement of hourly rates, which must be completed on a daily basis, should contain the job titles and full names of the people deployed as well as details of which specific individual services were carried out and the respective materials and time expended. These must be presented to the site manager or project manager of the Purchaser for signing, on or before the next working day. Remuneration of hourly wage slips which have not been signed shall be excluded.
- 12.4 Sub-contract services, must in every case, be formally accepted. The utilisation or commissioning of a finished sub-contract service shall not substitute the acceptance and shall not constitute any waiver of the formal acceptance.
- 12.5 The discontinuance of individual services commissioned by the Purchaser shall lead to a corresponding reduction of the contract price.
- 12.6 Should the works be interrupted or discontinued for reasons which are beyond the influence of the Purchaser (for example, abandonment of the project due to the effects of the weather), this shall not entitle the sub-contractor to bring any possible claims against the Purchaser. Those parts of the performance already rendered shall instead, be settled in accordance with the contract prices on a pro rata basis.
- 12.7 The Purchaser may claim any contractual penalties payable up until the time of the final payment.

13. Place of jurisdictions, miscellaneous

- 13.1 Unless otherwise agreed, the place of performance for the delivery/services provided by the Vendor shall be the place of receipt of the specified order.
- 13.2 This agreement shall be construed in accordance with and governed in every respect by the laws of England and all actions arising out of or connected with the agreement shall be brought in the Courts of England. The Vendor hereby submits to the exclusive jurisdiction of the English Courts.