

Sales and delivery conditions of HARTING Systems GmbH ("Terms of Delivery")

1 Scope of application

- (1) These terms and conditions of delivery shall exclusively apply to companies in accordance with § 14 BGB (German Civil Code), legal entities under public law or special funds under public law ("Customers").
- (2) All deliveries and services, in particular also the delivery or modification of systems or parts thereof ("services") from HARTING Systems GmbH ("HARTING") to the customer are exclusively subject to these terms of delivery. General terms and conditions of the customer shall only apply insofar as HARTING has expressly agreed to them in writing.

2. Performance obligation of HARTING

- (1) A binding obligation to perform arises for HARTING only after express confirmation by HARTING in written form and only under the conditions stated therein.
- (2) In the event that the offer to conclude a contract is made by HARTING, HARTING is bound by the conditions stated in the offer for a period of six weeks after the date of the offer.
- (3) HARTING reserves the unrestricted right of use and exploitation of the contents of offers, proposed solutions, drawings and other documents ("Documents") without restriction. The Documents may only be made available to third parties with the prior consent of HARTING and must be returned immediately on request if the order is not placed with HARTING, unless the Documents must be kept in accordance with mandatory law. Sentences 1 and 2 shall apply accordingly to the customer's documents; however, these may be made accessible to third parties to whom HARTING has or will transfer services and who have been obligated to maintain secrecy.

3. Terms of delivery

- (1) Unless otherwise agreed, all prices are ex works (Incoterms 2020) plus the applicable statutory value added tax, excluding packaging, including loading at the HARTING works. Transport, unloading and bringing the plant/plant parts to the place of use, dismantling and assembly are charged according to cost.
- (2) Unless otherwise agreed, the transfer of risk shall take place when the services for dispatch are made available and notification of readiness for dispatch is given.

4. Dates, delay and force majeure

- (1) A fixed date purchase is only deemed to exist if the customer refers in its order to the necessity of such a fixed delivery date and HARTING expressly confirms this.
- (2) The observance of deadlines for services presupposes the observance of the agreed terms of payment and other obligations by the customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly.
- (3) The customer may only withdraw from the contract within the framework of the statutory provisions if HARTING is responsible for the delay in delivery. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.
- (4) If dispatch or delivery is delayed at the Customer's request by more than three months after notification of readiness for dispatch, the Customer may be charged storage fees of 0.5% of the price of the items of the deliveries for each week or part thereof, but in no case more than a total of 5%. The contracting parties are at liberty to prove higher or lower storage costs.
- (5) The customer will be invoiced for all expenses which arise as a result of postponements of payment for which HARTING is not responsible. This applies on the one hand to lost expenses for capacities already planned and on the other hand to a postponement of the dates for a possible preliminary or acceptance. However, in the case of lost expenses for already planned capacities, HARTING must allow for the crediting of what HARTING acquires or maliciously omits to acquire on the basis of the released capacities.
- (6) If there is a delay in performance due to force majeure and an adjustment of the contract is not possible or unreasonable for one party, the disadvantaged party may withdraw from the contract.

5. Obligation to cooperate

- (1) The customer is obliged to make all documents, samples, plans and approvals necessary for the fulfilment of the respective order available to HARTING immediately, free of charge and free of charge on request. In cases of doubt, information requested by HARTING is deemed to be necessary. If these obligations are not fulfilled in good

time, HARTING will be released from any schedules and deadlines and the delivery time will be extended accordingly.

- (2) The aforementioned extension of the deadline in accordance with No. 5 (1) shall include not only the duration of the delay caused by the failure to submit documents, samples, permits and plans or to submit them on time, but also any postponement of operational resources.

6 Change request

- (1) If HARTING recognises that changes or additions to the contract are necessary, without which the purpose of the contract cannot be achieved or cannot be achieved optimally, or that circumstances exist which make it difficult or impossible for HARTING to fulfil its contractual obligations, HARTING will inform the customer of this without delay and inform the customer of the extent to which an amendment procedure is reasonable and technically viable.
- (2) If the customer requests that the services required under this contract be adapted to changed requirements and circumstances, in particular if the services are changed or extended, HARTING will examine this request for modification and inform the customer to what extent a modification procedure is technically feasible and reasonable for HARTING. If this is reasonable and technically feasible, HARTING will submit a realisation offer describing the requirement and the extent of the adjustments. If HARTING realises during the examination that the outstanding adaptations cannot be carried out without infringing the information on time, costs or technical specifications, then an amendment to the specification must be conducted. In this case, the realisation offer will contain details of the amended technical specifications, the realisation period and the effects on the remuneration.
- (3) The customer must accept or reject a realisation offer from HARTING within five working days. Failure to do so is to be regarded as a rejection. If the customer rejects this realisation offer, the originally agreed performance obligations remain in force.

7. Execution of the services

- (1) The performance of services complies with the VDE/machinery directive 2006/42/EC and the CE directive applicable at the time of delivery. In all other respects, the execution is based on the technical information (e.g. component lists) provided by HARTING and the plant, system or facility description in the quotation.
- (2) The production, conversion and assembly of the plant, systems or facilities is carried out on the basis of the HARTING layouts, terms of installation, functional descriptions, software settings and other performance and functional features provided or approved by the customer which are a prerequisite for the fulfilment of the order. Any changes to the services to be provided by HARTING agreed between the parties after the order has been placed will be invoiced to the customer on a time and material basis. The customer must inform HARTING immediately of any changes in the initial/basic data and documents. HARTING is free to offer, have confirmed and invoice additional services as an addendum.
- (3) Not included in the scope of services owed by HARTING:
 - The connection to third-party systems / components provided by the customer.
 - The supply of the required power supplies directly to the HARTING systems.
 - The execution of tradesmen's work in the client's building, which is necessary on the basis of the HARTING planning drawing.
 - The consideration of a fire protection concept. All necessary fire protection measures in the area of the HARTING scope of supply, or an emergency power supply must be coordinated and agreed with HARTING. Agreements in this respect are only binding for HARTING if they are documented in writing and signed by HARTING.

8. Assembly and assembly conditions

- (1) Installation and commissioning must be carried out by qualified HARTING personnel or by service partners authorised by HARTING. Installation is conducted in accordance with the installation conditions which will be sent by HARTING on request. Billing is based on time and effort on the basis of the HARTING cost rates valid at the time of installation.
- (2) Not included in an assembly calculation:

- The provision of the aids required for unloading, bringing in and assembly (e.g. pallet trucks, ladders, scaffolding, etc.);
- Surcharge rates for work on Sundays and public holidays;
- Operator training in late or night shifts;
- Further user training
- Any island surcharges that may be applicable;
- Costs arising from interruptions in the installation process, insofar as HARTING is not responsible for these, e.g. lack of operational readiness of upstream or downstream equipment or lack of sales material in sufficient quantity or quality. In these cases, HARTING will charge for any waiting time or travel costs, including travel time and flight or travel costs, if it is not economically justifiable for HARTING employees to remain on the site.

9. Acceptance

- (1) The acceptance of the performance is documented by a protocol with possible defects and signed by both parties. Acceptance and the payments tied to it can only be refused in case of substantial defects.
- (2) Acceptance of the performance shall take place at the contractually agreed place of installation at the customer's premises. If it is not possible to carry out the acceptance within the framework of an appointment and if HARTING is not responsible for this, the costs incurred as a result, in particular for multiple journeys and idle times, will be charged to the customer.
- (3) If commissioning of a plant, system, facility by the customer's own personnel has been agreed, the former shall be deemed to have been accepted by HARTING after assembly has been completed and notification of readiness for commissioning has been given by HARTING.
- (4) Acceptance shall be deemed to have been completed and the installation accepted in full at the latest 6 weeks after delivery to the customer. Acceptance is also deemed to have been carried out if HARTING is not given the opportunity by the customer to carry out the relevant work within a planned rectification period according to the acceptance protocol and list of defects.
- (5) Acceptance shall in any case be deemed to have taken place upon commissioning of the plant, system, facility by the customer or the customer's authorised representatives.
- (6) Acceptance is performed in accordance with DIN 8741, 8782, 8783, 8784. Times such as set-up times, maintenance and care times are evaluated as non-productive times. Acceptance begins with a flying start, i.e. the plant, system, facility is run at the agreed output before acceptance begins and time measurement begins. In the event of unforeseeable disturbances, such as power failure, component failure or failure of equipment, even outside the scope of delivery of HARTING, the acceptance test will be interrupted for the times necessary to rectify the situation. The costs arising from an interruption will be charged to the customer, insofar as HARTING is not responsible for this. The interruptions will be evaluated as non-productive times in the sense of DIN 8741, 8782, 8783, 8784 and then, if necessary, will be made up at a later date. The acceptance run is limited to the efficiency of the plant, system, facility promised in the contract with a total test run time of max. 3 hours for all agreed products/formats. Formats that are subsequently commissioned will be invoiced according to time and effort, irrespective of the contractually agreed performance, and represent a new order.
- (7) Line efficiencies are presented in a separate agreement.

10. Reservation of title

- (1) The objects of the performance and services ("reserved goods") remain the property of HARTING until all claims against the customer to which HARTING is entitled from the business relationship have been fulfilled.
Insofar as the value of all security rights to which HARTING is entitled exceeds the amount of all secured claims by more than 10 %, HARTING will release a corresponding part of the security rights at the request of the customer; HARTING is entitled to choose between different security rights when releasing.
- (2) For the duration of the retention of title, the customer is prohibited from pledging or transferring ownership by way of security and resale is only permitted to resellers in the normal course of business and only on condition that the reseller receives payment from its customer or makes the reservation that ownership is not transferred to the customer until the customer has fulfilled his payment obligations.

- (3) If the customer resells goods subject to retention of title, the customer shall hereby assign its future claims from the resale against its customers with all ancillary rights - including any balance claims - to HARTING by way of security, without the need for further special declarations. HARTING accepts this assignment already now. The claim to release listed in the above point 10 (1) applies accordingly in the event of over-securing of more than 10 %.
- (4) If the goods subject to retention of title are resold together with other objects without an individual price having been agreed for the goods subject to retention of title, the customer assigns to HARTING that part of the total price claim which corresponds to the price of the goods subject to retention of title invoiced by HARTING. HARTING hereby accepts this assignment.
HARTING and the customer are already now in agreement that in the event of combination or mixing with other objects not belonging to HARTING, HARTING is in any case entitled to co-ownership of the new object to the amount of the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the other goods at the time of combination or mixing. The new item shall be deemed to be goods subject to reservation of title in this respect. The regulation on the assignment of claims according to clause 10 (3) also applies to the new item. However, the assignment is only valid up to the amount which corresponds to the value of the processed, combined or mixed goods subject to retention of title invoiced by HARTING.
- (5) If the customer combines the goods subject to retention of title with real estate or movable property, the customer also assigns to HARTING by way of security, without the need for further special declarations, its claim to which the customer is entitled as remuneration for the combination, together with all ancillary rights, in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination. HARTING hereby accepts the assignment.
- (6) Until revoked, the customer is authorised to collect assigned claims from the resale. In the event of good cause, in particular default of payment, suspension of payments, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the customer, HARTING is entitled to revoke the customer's authorisation to collect. In addition, HARTING can, after prior warning and observing an appropriate deadline, disclose the assignment of security, exploit the assigned claims and demand disclosure of the assignment of security by the customer to the customer.
- (7) The customer must inform HARTING immediately in the event of seizure, confiscation or other dispositions or interventions by third parties. If a justified interest is substantiated, the customer must immediately provide HARTING with the information necessary to assert its rights against the customer and hand over the necessary documents.
- (8) In the event of breaches of duty by the customer, in particular default in payment, after unsuccessful expiry of a reasonable deadline set for the customer for performance, HARTING is entitled to withdraw from the contract in addition to taking back the goods; the statutory provisions on the dispensability of setting a deadline remain unaffected. The customer is obliged to surrender the goods. The taking back or assertion of the reservation of title or the seizure of the reserved goods by HARTING does not constitute withdrawal from the contract, unless HARTING has expressly declared this.

11. Terms and conditions of payment

- (1) Unless otherwise stated in the order confirmation, HARTING's receivables are to be paid within 14 days net from the date of invoice without any deductions.
- (2) The customer is only entitled to a right of retention with regard to receivables from the same contractual relationship which are undisputed or have been legally established. In the latter case, the customer may withhold payment of the remuneration in the event of defects in parts of the delivery or service only to the amount corresponding to the value of the defective delivery or service.

12. Software

- (1) Insofar as software, including its documentation ("Software"), is part of the performance, the Customer shall have the unlimited, non-exclusive right to use the software in unchanged form within the scope of the agreed type of use on the devices and equipment for which it is intended. If they are necessary for the intended use of the software, including error correction, the following actions (§ 69c nos. 1 and 2 UrhG [German Copyright Act]) do not require the consent of the rights holder, irrespective of the further definition of the right of use: the

complete or partial, permanent or temporary reproduction, in particular within the scope of installation, loading, display, running of the software as well as the translation, processing, arrangement and other reworking of the software as well as the reproduction of the results achieved.

- (2) Otherwise, the customer acquires the software as a workpiece in the sense of copyright law under the principle of exhaustion.
- (3) If and to the extent that open source software ("OSS") is made available to the customer and the copyright has not been exhausted with the provision of the workpiece, the terms of use to which OSS is subject shall apply additionally and with priority over the provisions of this clause. In this case, HARTING shall provide the customer with the source code on request, insofar as the OSS conditions of use provide for the release of the source code. HARTING will refer in the contractual documents to the existence and the conditions of use of third party software and OSS and will make the conditions of use available on request. In the event of a breach of these conditions of use by the customer, HARTING and its licensor shall be entitled to assert the resulting claims and rights in their own name.
- (4) The Customer shall take suitable measures to protect the software and, if applicable, the access data for online access from access by unauthorised third parties. In particular, all copies of the contractual software as well as the access data must be kept in a protected place.
- (5) If HARTING has reason to assume that the customer is not using the software in accordance with the contract, the customer will enable a third party appointed by HARTING, who is professionally or contractually obliged to maintain confidentiality, to check the lawful use of the contractual software. To this end, the customer shall provide the necessary information, allow inspection of relevant documents and records and enable the third party to examine and verify the hardware and software environment used. The third party shall ensure that the Customer's business operations are disturbed as least as possible by its activities on site. If the inspection reveals that the number of licences acquired has been exceeded by more than 5% (five percent) or that the licence has been used in any other way not in accordance with the contract, the customer shall bear the costs of the inspection, otherwise HARTING shall bear the costs.
- (6) In the event of defects in the software, the provisions of clauses 14, 15 and 16 shall apply.

13. Documentation

- (1) The machine documentation is executed according to the respective valid EU machine directives (1-fold in EU national language).
- (2) Spare parts lists for foreign language documentation are always only executed in German / English.
- (3) On delivery, the customer receives the electrotechnical hardware documentation in 1 copy, optionally in German, English or French, at the discretion of HARTING

14. Industrial property rights and copyright, defects of title

- (1) All existing industrial property rights to the services remain with HARTING and are not transferred to the customer. HARTING guarantees that the services it provides will be provided exclusively in the country of the place of delivery without infringement of industrial property rights and copyrights of third parties ("property rights"). The warranty period corresponds to that for material defects in accordance with point 15 (8).
- (2) If a third party asserts justified claims against the customer within the period specified in section 15 (8) in accordance with section 15 (2) due to the infringement of property rights by services provided by HARTING and used in accordance with the contract, HARTING will provide the customer with supplementary performance as follows: HARTING will, at its own discretion and at its own expense, either obtain a right of use for the services in question, modify them so that they no longer infringe industrial property rights or replace them.
- (3) If HARTING does not fulfil its above-mentioned obligations to provide supplementary performance within a period of two months after the customer has made a claim, the customer shall be entitled to the statutory rights of withdrawal, termination and reduction.
- (4) The above-mentioned obligations of HARTING only exist insofar as the customer informs HARTING immediately of claims asserted by third parties, does not recognise an infringement and all defence measures and settlement negotiations are reserved for HARTING to the extent permitted by law.
- (5) If the customer ceases to use the deliveries in order to minimise damage or for other important reasons, the customer shall be obliged to

point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.

- (6) Claims by the customer are also excluded if the infringement of property rights is caused by special instructions from the customer, by a purpose of use specified by the customer or by the fact that the delivery is modified by the customer or used together with products not supplied by HARTING.
- (7) As part of his obligation to minimise damage, the customer must inform HARTING of the damage in good time so that HARTING is in a position to examine the legal situation and effectively influence the proceedings. In this respect, HARTING has the right, against payment of the necessary costs, to specify to the customer the legal actions to be taken against the party claiming the infringement or, as far as legally possible, to conduct the proceedings.
- (8) Unless otherwise provided for in this clause 14, as well as in the event of other defects of title which do not constitute infringements of property rights, the provisions of the following clause 15 shall apply accordingly.
- (9) Further and/or other claims of the customer against HARTING and its vicarious agents due to a defect other than those regulated in this section 14 are excluded.

15. Warranty

- (1) The services owed by HARTING are provided carefully and professionally.
- (2) Notifications of defects in accordance with § 377 HGB must be made immediately in written form. In the case of justified notices of defects, HARTING will, at its own discretion and free of charge, repair, re-deliver or re-perform all those parts or services which show a material defect for which it is responsible. HARTING must be given the opportunity to provide supplementary performance twice within a reasonable period. If the supplementary performance fails, the customer can withdraw from the contract or reduce the remuneration, without prejudice to any claims for damages in accordance with point 16 (2).
- (3) The place of performance for any claims for subsequent performance shall be the originally agreed place of destination according to the order confirmation.
- (4) HARTING shall bear the necessary and reasonable costs incurred by the customer for subsequent performance at the original place of delivery in accordance with the order confirmation.
- (5) Claims for reduction within the scope of the warranty do not exist in the case of only insignificant deviation from the agreed quality or usability. HARTING is only liable for defects which occur under the contractually agreed operating conditions. HARTING is not liable for defects which are based on materials provided by the customer or on a design which is prescribed or specified in more detail by the customer.
- (6) The assumption of warranty for services presupposes, in the case of delivery/conversion of systems or parts thereof, assembly and commissioning by HARTING specialist personnel or specialist personnel commissioned by HARTING. HARTING accepts no guarantee in the event of unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, defective construction work, incorrect or negligent handling, improper maintenance, in particular not for defects resulting from maintenance work carried out during the guarantee period by the customer or third parties and/or if no original HARTING spare parts are used. Warranty is excluded in the event of improper handling and/or storage of parts.
- (7) Insofar as HARTING provides CAD data, DWG data, production plans and/or drawings (hereinafter referred to as "data") for use (irrespective of the transmission path and file format) within the framework of the provision of services, the following warranty regulations apply:
 - a. The data made available is exclusively for information about materials and dimensions to be used.
 - b. The provision of the data and these regulations on the use of the data do not constitute any guarantees or assurances, particularly with regard to possible production processes. Likewise no warranty claims arise from this.

Insofar as HARTING provides data for use free of charge, claims for damages and reimbursement of expenses by the customer, irrespective of the legal grounds, in particular for breach of duties arising from the contractual obligation and from unauthorised action, are excluded. This applies in particular to the accuracy, completeness, quality and reliability of the data, the information contained therein and to results which can be achieved through the use of the data and

information. The user should only make decisions on the use of the data provided by HARTING in consultation with HARTING.

- (8) Claims for subsequent performance, arising from warranty, shall become time-barred as follows:

- For services that do not involve conversions of existing machines/equipment and/or spare parts, after 12 months, starting from the date of commissioning or delivery, if commissioning has not been agreed, but no longer than 15 months after notification of readiness for dispatch.

- For conversions of existing machines/plants after 12 months, beginning with the date of commissioning, but not later than 14 months after notification of readiness for dispatch, notification of completion or completed conversion. In this respect, all parts that have not been changed in any way by the conversion are excluded from the warranty. This also applies to parts that have been removed and reinstalled as a result of the conversion. The system for which this conversion is offered is already considered to have been placed on the market in accordance with the Machinery Directive 98/37/EC. The customer is therefore responsible as the operator for compliance with the relevant safety guidelines in accordance with the Work Equipment Use Directive (89/655/EEC).

- For spare parts after 12 months, starting from the date of delivery.

- (9) The statutory provisions, in particular those relating to suspension of the statute of limitations, suspension and recommencement of the periods shall remain unaffected.

- (10) The Customer's claims for damages due to a material defect shall otherwise be governed by the following Section 16. In the case of defects of title, the above provisions shall apply accordingly, subject to the provisions of Section 14.

16. Claims for damages

- (1) Unless otherwise provided for in these terms and conditions of delivery, claims for damages and reimbursement of expenses by the customer, regardless of the legal basis, in particular due to breach of duties arising from the contractual obligation and from tort, are excluded.

- (2) The provision of the above clause 16 (1) shall not apply to the extent that liability exists as follows:

- a. according to the product liability law
- b. in case of intent (malice)
- c. gross negligence on the part of legal representatives or vicarious agents
- d. in the event of non-compliance with a guarantee that has been assumed
- e. due to culpable injury to life, body or health
- f. for claims of the customer according to § 445 a BGB
- g. due to the culpable breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and may rely. This expressly includes the performance obligations.

- (3) Claims for damages for the slightly negligent violation of essential contractual obligations are limited to the foreseeable damage typical for the contract.

- (4) The limitation according to section 16 (1) shall also apply if the customer demands compensation for futile expenditure instead of a claim for compensation for the damage instead of performance.

- (5) Insofar as HARTING CAD provides data, production plans and/or drawings (hereinafter referred to as "data") for use (irrespective of the transmission path and file format), the following liability provisions of point 17 shall apply accordingly.

17. Reservation of performance

- (1) The customer will strictly observe all nationally or internationally applicable, relevant export regulations, obtain any necessary permits and provide in good time all information and documents required for export, transfer or import in the respective country of delivery. Delays due to export inspections or licensing procedures shall invalidate agreed deadlines and delivery times. In this case, HARTING and the customer must mutually agree on appropriate new deadlines. If the necessary approvals are not granted within the 6 calendar weeks following the delays, the contract shall be deemed not to have been concluded with regard to the parts affected. Claims for damages by the customer are excluded to this extent and due to the aforementioned failure to meet the deadline. On request, HARTING will inform the customer of the relevant contact points for further information.

- (2) In the event of culpable infringement of point 18 (1) by the customer, the customer will indemnify HARTING on first request from claims and compensate for damages which the pre-supplier or licensor of HARTING, third parties or state and/or international authorities or organisations assert against HARTING.

- (3) Fulfilment of the contract by HARTING is subject to the proviso that there are no obstacles due to German, US American or other applicable national, EU or international laws, or international regulations of the foreign trade law as well as no embargoes or other sanctions.

- (4) All obligations on the part of HARTING are subject to the proviso that the company itself is properly supplied. A corresponding declaration by the pre-supplier is considered sufficient proof that HARTING is prevented from delivering through no fault of its own. In addition, HARTING reserves the right to make allocations at its own discretion in the event of delivery difficulties with sub-suppliers.

- (5) HARTING will inform the customer immediately of the non-availability and will reimburse any consideration paid without delay. The same applies if necessary export licences are not granted or cannot be used.

18. Choice of law, place of jurisdiction

- (1) The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of HARTING. However, HARTING is also entitled to bring an action at the registered office of the customer.

- (2) The contracts that have been or will be concluded under these terms and conditions of delivery and their interpretation are subject to non-uniform German law to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).

19. Binding nature of these terms of delivery

A contract concluded with the inclusion of these terms of delivery shall remain binding in its remaining parts even if individual provisions of the contract or these terms of delivery are legally ineffective. This shall not apply if adherence to the contract would represent unreasonable hardship for one of the parties.

20. Severability clause

Should individual parts of this contract be or become legally ineffective, the effectiveness of the remaining provisions shall not be affected. The contracting parties shall cooperate in order to replace the invalid provision with a legally permissible and valid provision that is suitable to achieve the intended purpose of the invalid provision. The same applies to the closing of contractual gaps.