

General Terms and Conditions

1. Scope and Validity

- 1.1. These General Terms and Conditions for the Sale of Goods and Provision of Services ("GTC") provide for the conclusion, content, performance and termination of contracts for the sale of Goods and provision of Services by WIPOTEC-OCS, Inc. ("Wipotec").
- 1.2. These GTC shall be considered accepted if the purchaser ("Purchaser") of such goods ("Goods") and/or services ("Services") orders from Wipotec and reference is made to them in an Offer or in the order confirmation. Any terms and conditions or similar instruments of the Purchaser are explicitly excluded.
- 1.3. These GTC, together with all relevant documentation such as offers, estimates or quotations (including referenced documents) ("Offers") from Wipotec, and all accepted orders placed by the Purchaser for Wipotec's Goods and Services (an "Order") constitute the contract ("Contract") between Wipotec and the Purchaser (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

2. Offer and Order

- 2.1. Offers given by Wipotec are, unless otherwise stated in such documents, subject to these GTC.
- 2.2. An Offer submitted by Wipotec, which is not binding but rather an invitation for the Purchaser to place an Order, is valid during the period specified in the Offer. If there is no respective information, Wipotec's Offer remains open for acceptance by the Purchaser by placing an Order within thirty (30) days from the date of the Offer. The Offer may be subject to amendment or alteration at any time by Wipotec prior to Wipotec's acceptance of an Order by the Purchaser.
- 2.3. If an Order of the Purchaser deviates from the Offer or the order confirmation provided by Wipotec, the Offer or order confirmation, respectively, applies, unless the Purchaser objects, in writing, to Wipotec within two (2) business days of the Purchaser receiving the order confirmation. For the avoidance of doubt, Wipotec reserves the right to reject an Order of the Purchaser that deviates from the Offer.
- 2.4. Orders are binding only if they are placed in writing or subsequently confirmed in writing. Electronic orders and order confirmations are considered equivalent.
- 2.5. An Order placed by the Purchaser will form part of the Contract only when it has been received and accepted by Wipotec ("Commencement Date"). Wipotec's acceptance of any Order lodged by the Purchaser may be in writing or by Wipotec delivering the Goods or Services which are the subject of an order. However, any terms and conditions contained in any Order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by Wipotec.
- 2.6. Once accepted by Wipotec, Orders may not be cancelled or varied by the Purchaser without the consent of Wipotec in writing.
- 2.7. Wipotec reserves the right to correct any significant errors or omissions in its Offers, order confirmations or invoices.
- 2.8. Purchaser shall bear all costs associated with the cancellation or modification of an Order.
- 2.9. Any drawings, plans, measurements, proposals or any samples or other property provided by Wipotec as part of or related to an Offer or information which is generally accessible, including any press releases or advertisements shall be solely for illustration purposes, and in no way constitute binding terms, and unless otherwise set forth in writing remains the exclusive property of Wipotec, which, if applicable, are to be promptly returned upon request.

3. Provision of Services

- 3.1. Wipotec shall use reasonable efforts to meet any performance dates specified in an Offer, but, unless otherwise agreed to in writing, any such dates shall be estimates only.
- 3.2. If the Contract or Purchase Order provides that Wipotec shall erect, install, or service the machines or equipment systems or shall provide technical assistance to the erection, installation, commissioning, calibration, maintenance or repair, the respective work shall be performed in accordance with the provisions hereof. Unless the respective Contract or the Purchase Order provides that the charges for Wipotec services are included in the equipment purchase price, the Purchaser shall pay for the labor and expenses of each individual Wipotec service employee, his time and services, at then current Wipotec service rates.
- 3.3. Services Fees shall include the following times and rates, which are subject to change:
 - a. Work Time/Travel Time, which shall include all hours that Wipotec's employees are on the Purchaser's job site, either working or ready for work and shall be payable according to the specified. There will be a minimum charge of four (4) hours per day per visit.
 - b. Travel Time, which shall include the time spent by Wipotec's employees in traveling between their customary headquarters and the Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Chargeable time is per the customer approved service report up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable rate and Travel Time will be cumulative with Work Time in determining overtime.
 - c. Standby Time, which shall include all time that Wipotec's service personnel are available for work at the Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Sunday through Saturday, including holidays if

availability has been requested by Purchaser. Standby Time shall be paid for at the applicable rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining overtime.

- d. Straight Time Rates, which shall be paid for time worked on a regular schedule of eight (8) hours a day, Monday through Fridays, between 8:00 a.m. and 5:00 p.m. local time.
- e. Time and One-Half Rate is the rate of one and a half times the Straight Time rate, which shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 12:00 a.m. local time, but not exceeding fourteen (14) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed fourteen (14) hours.
- f. Double Time Rate is the rate of twice the Straight Time rate, which shall be paid for time worked in excess of fourteen (14) hours per day, without a six (6) hour break, Monday through Saturday, and for all time on Sunday and holiday. Holidays shall be those observed by Wipotec. Any work hour requested from 12:00 a.m. to 6:00 a.m. will be charged double time rates.
- 3.4. In addition to any Service Fees, Purchaser shall also pay for any and all expenses related to the provision of Services incurred by Wipotec and/or its employees. Unless otherwise set forth in the Contract, Purchaser shall pay Wipotec at our current daily per diem rate for meals for each employee performing Services. The USD per day rate applies to the lower 48 US states. Daily rates outside of the 48 US states will be quoted at the prevailing rates for area services will be provided. Said flat rate for meals may be adjusted by Wipotec from time to time.
- 3.5. If the work of a Wipotec employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch due to no fault of Wipotec, Wipotec may withdraw him or return a serviceman to the job when needed and available, and any additional cost (including travel time and expenses) incurred by Wipotec will be charged to the Purchaser.
- 3.6. Unless otherwise agreed by the Parties, each Wipotec employee will present Purchaser at the completion of the job, a filled service report on which will be indicated the number of hours spent a complete description of work onsite or of complete work. Purchaser shall sign the field service report in the place indicated, thus signifying approval of the time spent and material expense incurred on the job.
- 3.7. Standard maintenance service, to the extent relevant and as determined by Wipotec, shall not include: (a) maintenance or repairs attributable to the unauthorized attempt by Purchaser or any other unauthorized person to repair or maintain the Goods; (b) maintenance or repairs resulting from casualty, catastrophe, or natural disaster (including lightning damage), accident, misuse, neglect or negligence of Purchaser, or causes external to the Goods such as, but not limited to, failed or faulty electrical power or air conditioning, or any causes other than ordinary use; (c) maintenance or repairs of accessories, attachments or any other devices not identified in the applicable work specifications; (d) repairs resulting from unauthorized changes, modifications or alterations of or to the Goods; (e) the furnishing of optional accessories or consumable supplies; or (f) installation/removal services.

4. Purchaser Obligations

- 4.1. Purchaser shall cooperate with Wipotec in all matters relating to the Services and provide such access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by Wipotec, for the purposes of performing the Services.
- 4.2. Purchaser shall respond promptly to any Wipotec request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Wipotec to perform Services in accordance with the requirements of the Contract.
- 4.3. Purchaser shall provide such materials or information as Wipotec may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.
- 4.4. Purchaser shall provide an adequate and safe storage place for Wipotec's materials, and Wipotec's employees belongings.
- 4.5. Purchaser shall obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 4.6. If required, Purchaser shall ensure that Wipotec employees have access to facilities and room in order to ensure that may privately change prior to performing any Services and upon their daily conclusion of such performance.

5. Purchaser's Acts or Omissions

If Wipotec's performance under the Contract is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, Wipotec shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Enlisting of subcontractors

Wipotec reserves the right to sub-contract the sale of Goods and provision of Services or parts thereof to any other party or person or corporation as it may determine in its sole discretion. In such case, Wipotec remains responsible to the Purchaser for the provision of the Goods and Services by such third party.

7. Remuneration

- 7.1. The amount of remuneration is to compensate Wipotec for the Goods and Services agreed upon in the Contract. Unless otherwise agreed by the Parties in writing, it is due net, without packaging and without any deductions. It excludes sales tax or any other tax, duty, levy or the like which may be added to the remuneration by the Purchaser.
- 7.2. Unless otherwise agreed between the Parties, the packaging for the Goods is invoiced separately by Wipotec and not taken back.
- 7.3. In accordance with the provision in Section 2.2 of these GTC, Wipotec explicitly reserves the right at any time prior to accepting an Order to alter, with notice in writing to the Purchaser, the purchase price of the Goods or Services due to the increase of the current rate and cost of materials and labor, freight and cartage, insurance, foreign exchange and customs tariff. Purchaser and Wipotec further acknowledge and agree that after the acceptance of an order has been submitted, Wipotec may increase the purchase price of the Goods or Services or otherwise charge Purchaser for incurred cost due to an issuance or increase in tariffs after the purchase was accepted but before the shipment was completed. For the avoidance of doubt, in such case, Wipotec may solely pass cost onto the Purchaser.

8. Taxes and other Fees

- 8.1. The Purchaser shall be responsible for payment of all taxes, including sales and use tax, inventory tax, fees or other taxes of any nature as well as tariffs and other customs duties assessed by governmental authorities applicable to the purchase of the Goods and performance of the Services.

9. Terms of Payment

- 9.1. Unless otherwise agreed between the Parties, all payments are due in full, payable to Wipotec within thirty (30) days from the invoice date ("Due Date"). Purchaser shall make all payments hereunder by wire transfer or check, or by such other payment method as agreed upon between the Parties, and in US dollars. Notwithstanding the foregoing, Wipotec reserves the right to implement other payment methods, including but not limited to upfront or partial pre-payments, installments, and cancel without notice any discounts, and rebates.
- 9.2. All payments must be received by the Due Date, even if the delivery of Goods and Services is delayed for reasons, for which Wipotec is not responsible, or if insignificant parts of the Goods are missing or slight corrections are necessary.
- 9.3. Should the Purchaser fail to pay for the Goods and Services within the time frame specified in Section 9.1 of these GTC, Wipotec may:
 - a. impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e. 18% per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Purchaser shall also pay on demand any costs incurred by Wipotec (including reasonable attorney's fees and legal expenses) in connection with the collection of any amounts due from Purchaser to Wipotec which are not paid as agreed herein;
 - b. request prepayment of the entire amount due for all future Orders or implement other payment requirements;
 - c. refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or
 - d. treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle Wipotec to elect, without prejudice to any other rights of Wipotec, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.
- 9.4. Without limiting any other rights, Wipotec may utilize the remedies set forth under Section 9.3, in case the Purchaser's financial viability or credit worthiness is: (a) less stable than expected at the time of an order confirmation, (b) has substantially deteriorated, or (c) will likely deteriorate substantially in the near future.
- 9.5. The Purchaser is not entitled to withhold any payment as set off, counterclaim or retention unless the terms and conditions of such set off or retention are agreed to in writing by Wipotec prior to the provision of the Goods or Services.

10. Security Interest

- 10.1. To the extent that title to a Good passes to Purchaser before full payment and to ensure compliance with all of its obligations hereunder, the Purchaser grants to Wipotec a security interest until all amounts due have been paid in full, in each case in good, collected and indefeasible funds (the "Release Date") in (a) all Goods purchased in accordance with the Contract; (b) without in any way limiting any restrictions in Section 10.4 below, any and all leases, chattel paper, instruments, accounts and security deposits relating in any way to such Goods; and (c) in all proceeds thereof (the "Collateral"). The Purchaser acknowledges that the security interest granted under this Section 10.1 is a purchase money security interest under the Uniform Commercial Code as enacted in the State of Georgia ("UCC").
- 10.2. The Purchaser expressly authorizes, ratifies and confirms past or future filings of one or more UCC financing statements or other documents by Wipotec or its designees to the extent deemed necessary or desirable by Wipotec. Such financing statements or documents may describe the Collateral in the manner in which Wipotec determines best protects Wipotec's interests in the Collateral

and facilitates the future sale of Goods or Services, regardless of whether such description is greater in scope than the Collateral in which the Purchaser grants to Wipotec a security interest. Wipotec and its designees are specifically authorized to file financing statements in advance of performance under any specific Contract, and the Purchaser acknowledges that any such filing made prior to the date of a Contract is authorized and ratified as of the date of such filing (it being acknowledged and agreed, however, that no such filing expands the scope of any Collateral in which the Purchaser grants to Wipotec a security interest).

- 10.3. In case Purchaser integrates or otherwise utilizes the Goods in connection with the creation or modification of products or improvement of property (collectively, the "New Products"), Wipotec shall retain all available rights in the Goods. Purchaser shall at its sole cost ensure that the New Products are jointly owned by Wipotec and Purchaser until the Release Date.
- 10.4. The Purchaser shall not sell, pledge, transfer or assign the Goods (for security or otherwise) until the Release Date.
- 10.5. Until the Release Date, Purchaser shall carefully store, maintain, and insure the delivered Goods; shall protect such Goods against theft, breakage, fire, water and other risks, and moreover shall take all reasonable measures in order that Wipotec's rights and interests in such Goods are neither compromised nor cancelled. Until the Release Date, the Purchaser must keep the Goods identifiably separate from other goods not supplied by Wipotec.
- 10.6. The Purchaser agrees that until the Release Date, Wipotec and its designees have the right, with or without prior notice to the Purchaser, to enter upon any of Purchaser's premises to inspect the Collateral.
- 10.7. In the event Purchaser (a) breaches any representation, warranty or covenant under the Contract; (b) defaults under any other present or future agreement between the Purchaser and Wipotec; (c) shall be legally dissolved, adjudicated insolvent or bankrupt or cease to pay its debts as they mature, make a general assignment for the benefit of or enter into an arrangement with creditors, (c) shall apply for or consent to the appointment of a receiver, trustee or liquidator of it or a substantial part of its property, (d) shall take action to dissolve or terminate its legal existence, or authorize or file a voluntary petition in bankruptcy or under any similar law, or consent to such a petition; or (e) suffer such a petition or proceeding of the type described in subsection (d) to be instituted against it which remains undismissed for a period of sixty (60) days; then Wipotec may, in its sole discretion, exercise any and all remedies available under applicable law or in equity, including, without limitation, (i) enter any premises where any Collateral may be located and repossess, disable or take possession of such Collateral (and/or any attached or unattached parts) by self-help, summary proceedings or otherwise without liability for rent, costs, damages or otherwise; (ii) use Purchaser's premises for storage without rent or liability; (iii) sell, lease or otherwise dispose of, or realize value from, any or all of the Collateral at private or public sale, in bulk or in parcels, with or without notice except to the extent required by applicable laws, and without having the Collateral present at the place of sale or in Purchaser's possession; and (iv) upon application to a court of competent jurisdiction, seek the immediate appointment of a receiver for all or part of the Collateral, whether such receivership is incidental to a proposed sale of such Collateral, pursuant to the UCC or otherwise. No remedy referred to this Section 10.7 is intended to be exclusive, but all remedies shall be cumulative and in addition to any other remedy referred to above or otherwise available to Wipotec at law or in equity. In all cases, the Purchaser will be responsible for Wipotec's costs and expenses in exercising its rights.

11. Delivery and default of delivery

- 11.1. Unless agreed differently between the Parties, Wipotec agrees to supply the Goods to the Purchaser on the basis of EXW Wipotec's facility (Incoterms 2020). Partial deliveries are permitted. Wipotec may deliver Goods in advance of the scheduled delivery.
- 11.2. Wipotec will use reasonable endeavors to meet any delivery or completion date quoted but such date or time is a bona fide estimate only according to information available to Wipotec from its makers and shippers at the time of Offer and is not to be construed as a fixed date or time unless specifically agreed to by Wipotec in writing.
- 11.3. Delivery dates are considered adhered to if, prior to their expiration, the notification of dispatch or readiness for acceptance of Wipotec has been sent to the Purchaser.
- 11.4. Any delivery or completion date shall be extended in respect of any delay relating to either instructions given by, or lack of instructions from, the Purchaser, or any other acts or omissions of the Purchaser or those for whom Purchaser is responsible, including any delay or withdrawal of access by the Purchaser to the premises required for the purpose of fulfilling the Contract.
- 11.5. Risk of loss or damage for all Goods will pass to Purchaser upon Wipotec making such Goods available to a carrier regardless of the shipping method. In case of a delay at no fault of Goods, risk of loss or damage for all Goods will pass to Purchaser upon Wipotec's readiness to ship. Any damages to stored Goods after Wipotec's readiness to ship, shall be the sole responsibility of the Purchaser.
- 11.6. Without waiving any of the restrictions to terminate an Order set forth herein, in the event Purchaser notifies of intent not to accept Goods or Services or otherwise cause a delay, Purchaser shall be solely responsible for any and all damages, including reasonable attorneys' fees, arising therefrom. If Purchaser request a change in delivery, Wipotec may agree to a rescheduling subject to separate remuneration all costs associated therewith.

12. Force Majeure

- 12.1. Wipotec shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond Wipotec's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, pandemics, outbreak of an infectious disease, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, equipment or machinery breakdown, failure or delays of Wipotec's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of Wipotec.
- 12.2. Wipotec shall notify the Purchaser in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 12 in said notice and shall supply all relevant information about its effects on the performance of the Contract.
- 12.3. Unless otherwise agreed in writing between the Parties, if Wipotec is unable to perform the Contract because of Force Majeure, Wipotec is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to Wipotec. Wipotec shall not be subject to damage claims.
- 12.4. In case the duration of Force Majeure exceeds six (6) months, Wipotec will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Purchaser in full, Wipotec will refund the purchase price less the accrued cost and expenses of the contractual obligations.

13. Place of performance

Unless otherwise agreed in writing between the Parties, Wipotec's premises are the place of performance.

14. Termination

- 14.1. In addition to any other remedies that Wipotec may have in law, Wipotec may terminate or suspend the Contract or any part thereof if the Purchaser:
 - a. fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from Wipotec;
 - b. has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part; and/or
 - c. becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- 14.2. If the Contract (or parts thereof) is terminated, as specified in Section 14.1 of these GTC:
 - a. Wipotec will have an immediate right to re-possession of the Goods held by the Purchaser and for which the full purchase price has not been paid as of the date of termination; and
 - b. all other outstanding amount owed to Wipotec by the Purchaser shall be due and payable by the Purchaser on demand by Wipotec, per the terms of the Notice of Demand from Wipotec.
- 14.3. Wipotec, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of Services for convenience by written notification within thirty (30) days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from Wipotec. Such termination shall explicitly not constitute default.

15. Acceptance

- 15.1. The Purchaser shall inspect the Goods supplied by Wipotec under the Contract within seven (7) days of the Goods being delivered and notify Wipotec of any defects in writing. Otherwise, Wipotec will deem the Goods to be accepted as delivered to Purchaser.
- 15.2. If, upon inspection of the Goods after delivery, minor defects are detected, Purchaser shall be deemed to have accepted the Goods. Wipotec shall subsequently remedy the detected minor defects.
- 15.3. If, during the acceptance inspection major defects are detected, acceptance is postponed. Wipotec shall promptly remedy such detected defects and notify the Purchaser of a new acceptance date.
- 15.4. If AFTER acceptance latent defects are discovered, which were in existence at the time of delivery, Purchaser shall provide notice within two (2) days of discovery. Within a reasonable time of receipt of a notice, Wipotec may inspect and affirm the nature of the defects. If affirmed by Wipotec, Wipotec shall remedy such latent defects.

16. Warranty

- 16.1. ABSENT A SEPARATE WARRANTY ISSUED TO PURCHASER, WIPOTEC WARRANTS THAT THE GOODS WILL CONFORM TO ANY DESCRIPTION CONTAINED IN THE RELEVANT OFFER OR ORDER CONFIRMATION (IF ANY) AND WITH THE STANDARD SPECIFICATION FOR THE GOODS. GOODS SHALL BE DELIVERED FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE AND SERVICES

SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS.

- 16.2. IF THE GOODS SUPPLIED OR SERVICES PERFORMED BY WIPOTEC DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 16.1 HEREOF, THE PURCHASER SHALL PROMPTLY NOTIFY WIPOTEC IN WRITING PRIOR TO EXPIRATION OF THE WARRANTY PERIOD. WIPOTEC SHALL, AT NO COST TO THE PURCHASER AND AT ITS OPTION:
 - a. repair such Goods;
 - b. replace defective Goods with the same or equivalent goods;
 - c. re-perform defective Services; or
 - d. refund to the Purchaser the contract price of such Goods or Services.
 THIS WARRANTY DOES NOT EXTEND TO INCLUDE WIPOTEC'S LABOR COSTS. THE PURCHASER SHALL BEAR THE COSTS OF ACCESS FOR WIPOTEC'S REMEDIAL WARRANTY EFFORTS (INCLUDING REMOVAL AND REPLACEMENT OF SYSTEMS, STRUCTURES OR OTHER PARTS OF THE PURCHASER'S FACILITY), DE-INSTALLATION, DECONTAMINATION, RE-INSTALLATION AND TRANSPORTATION OF DEFECTIVE GOODS TO WIPOTEC AND BACK TO PURCHASER. THE WARRANTY COVER FOR REPAIRED OR REPLACED GOODS WILL EXPIRE ON THE SAME DATE AS THE WARRANTY FOR THE REST OF THE GOODS OR SERVICES.
- 16.3. THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:
 - a. incorrect or negligent handling, disregard of operating or maintenance instructions, overloading, unsuitable operating conditions, defective building work, lightning, accident, neglect, faulty erection, acts of God, causes beyond Wipotec's control, and unauthorized repairs or alterations;
 - b. In particular for Wipotec weighing systems, if installation or running-in of weighing systems is not performed by Wipotec personnel or in the presence of Wipotec personnel;
 - c. normal wear and tear; and
 - d. ANY ACTIONS WHICH ARE IN CONFLICT WITH WIPOTEC'S INSTRUCTIONS.
- 16.4. IN CASE WIPOTEC DISCOVERS A DEFECT OR IMPROVEMENT IN THE GOODS, PURCHASER SHALL GRANT WIPOTEC ALL NECESSARY ACCESS TO THE GOODS TO PERFORM ANY REPAIRS, PLACEMENTS OR IMPROVEMENTS.
- 16.5. THIS EXPRESS WARRANTY ONLY APPLIES IF:
 - A. THE GOODS HAVE BEEN PROPERLY HANDLED, LOCATED, USED, MAINTAINED AND STORED;
 - B. DEFECTS OCCUR WITHIN TWELVE (12) CALENDAR MONTHS OR TWO THOUSAND NINE HUNDRED AND TWENTY (2920) USAGE HOURS AFTER A SITE ACCEPTANCE TEST, IF ANY, OR WITHIN FIFTEEN (15) MONTHS AFTER THE GOODS HAVE BEEN DELIVERED TO THE PURCHASER OR, IF DELIVERY WAS DELAYED FOR REASONS BEYOND WIPOTEC'S CONTROL THEN WITHIN EIGHTEEN (18) CALENDAR MONTHS AFTER WIPOTEC FIRST NOTIFIED THE PURCHASER THAT WIPOTEC WAS READY TO DELIVER THE GOODS (WHICHEVER PERIOD EXPIRES EARLIER);
 - C. DEFECTS OCCUR WITHIN TWELVE (12) CALENDAR MONTHS FOR SPARE PARTS AND RELATED REPAIR SERVICES;
 - D. DEFECTS OCCUR WITHIN SIX (6) CALENDAR MONTHS AFTER THE SERVICES HAVE BEEN PERFORMED;
 - E. WIPOTEC IS NOTIFIED IN WRITING WITHIN SEVEN (7) DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE PURCHASER;
 - F. THE PURCHASER RETURNS THE DEFECTIVE GOODS TO WIPOTEC, OR IF NECESSARY AND AT THE SOLE DISCRETION WIPOTEC, TO THE WORKS WHERE SUCH GOODS WERE MANUFACTURED OR ASSEMBLED, FREE OF CHARGE; AND
 - G. THE PURCHASER HAS FULFILLED ALL OF HIS CONTRACTUAL OBLIGATIONS UNDER THE CONTRACT.
- 16.6. IN CASE ANY PRODUCT CONTAINS SOFTWARE, WIPOTEC MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, THE SERVICES PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WIPOTEC DISCLAIMS ANY WARRANTY THAT THE SOFTWARE, THE SERVICES PROVIDED BY WIPOTEC, OR THE OPERATION OF THE SOFTWARE ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED.
- 16.7. THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF WIPOTEC SET FORTH IN THESE GTC ARE IN LIEU OF, AND WIPOTEC DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE GOODS OR SERVICES HERUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. WIPOTEC HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN PURCHASER.

17. Limitation of Liability

- 17.1. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, WIPOTEC SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:
- ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;
 - any loss of profits, loss of use, loss of revenue or loss of anticipated savings or for any financial or economic loss (whether direct or indirect) or for any consequential or indirect loss or damage whatsoever; or
 - any other amount in aggregate with any other liability (being any past, present or future liability) to which this SECTION applies, that exceeds the aggregate value of all payments of the Contract price made under these GTC.

17.2. OTHERWISE, WHERE IT IS PERMITTED AT LAW TO DO SO THE REMEDIES IN SECTION 17.2 OF THESE GTC WILL APPLY.

18. Technical Advice

All technical advice, recommendations, and services of Wipotec are intended for use by persons having the required skill, and is used at their own risk. Wipotec assumes no responsibility, and Purchaser hereby waives all claims against Wipotec, for results obtained or damages incurred from the use of Wipotec's advice, recommendations, and services.

19. Indemnity

The Purchaser shall indemnify, defend, and hold harmless Wipotec, its shareholders, directors, officers, employees and other agents against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against the Wipotec or which the Wipotec may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the Goods or provision of the Services unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or gross negligence of, Wipotec or its duly authorized employee or agent.

20. Insurance

Purchaser shall, at its sole expense, maintain and carry insurance in full force and effect which includes but is not limited to employer's liability, workman's compensation, general liability, public liability, completed operations liability and contractual liability in amounts set forth below with insurance companies rated B+ or better by a rating service. Insurance includes (a) Comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate, (b) statutory worker's compensation and employer's liability insurance for a limit of One Million US Dollars (USD 1,000,000) and (c) automobile liability of One Million US Dollars (USD 1,000,000). Upon Wipotec's request, Purchaser shall provide Wipotec with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in this Section 19. Purchaser shall provide Wipotec with thirty (30) days' advance written notice in the event of a cancellation or material change in Purchaser's insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against Wipotec's insurers and Wipotec.

21. Emerging Intellectual Property Rights

- Intellectual property rights (copyrights, patent rights etc.) that are created during the performance of the Contract, particularly on works, concepts, hardware and individual software including source code, program description in written or machine-readable form specially developed by Wipotec, belong to Wipotec.
- The Purchaser is granted a non-transferable, revocable and non-exclusive right to use the emerging intellectual property rights within the purpose of the Contract. In case of software this right includes the use on the hardware as agreed and their successor systems. For a changed operating system or higher performance class the modification and extension of the right of use requires the approval of Wipotec.
- Both Parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

22. Pre-Existing Intellectual Property Rights

- Pre-Existing intellectual property rights (copyrights, patent rights etc.) remain with Wipotec or third parties.
- Purchaser shall not reverse-engineer or any other way alter the Goods without Wipotec's prior written consent.
- The Purchaser is granted a non-exclusive, revocable and non-transferable right to use the pre-existing intellectual property rights for the agreed purpose in the Contract.
- If Wipotec supplies any Goods or Services in accordance with the Purchaser's specifications or using the Purchaser's goods, the Purchaser shall indemnify Wipotec from and against all actions, claims, demands, costs, expenses and liabilities arising in connection with any alleged or actual infringement of the intellectual property rights of a third party.

23. Infringement of Intellectual Property Rights

- Wipotec shall defend and indemnify the Purchaser against any claim by a third party alleging that Goods or Services furnished under the Contract infringe a patent in effect, or any registered copyright or trademark, provided that the Purchaser:
 - promptly notifies Wipotec in writing of such claim;
 - makes no admission of liability and does not take any position adverse to Wipotec;
 - gives Wipotec sole authority to control defense and settlement of the claim; and
 - provides Wipotec with full disclosure and reasonable assistance as required to defend the claim. This includes, to the extent permitted by law, that the Purchaser permits Wipotec to conduct a possible trial and be responsible for the measures and instructions for a settlement in court or out of court of the lawsuit. In the case of a trial, the Purchaser shall consult Wipotec immediately. If necessary, he takes first damage-reducing measures.
- Section 23.1 of these GTC shall not apply and Wipotec shall have no obligation or liability with respect to any claim based upon:
 - Goods or Services that have been modified, or revised;
 - the combination of any Goods or Services with other goods or services when such combination is a basis of the alleged infringement;
 - failure of the Purchaser to implement any update provided by Wipotec that would have prevented the claim;
 - unauthorized use of Goods or Services; or
 - Goods or Services made or performed to the Purchaser's specifications.
- Should any Goods or Services, or any portion thereof, become the subject of a claim, Wipotec may, at its option:
 - procure for the Purchaser the right to continue using the Goods or Services, or applicable portion thereof;
 - modify or replace them in whole or in part to make it non-infringing; or
 - failing i) or ii), take back infringing Goods or Services and refund the price received by Wipotec attributable to the infringing Goods or Services.
- Section 23 of these GTC states Wipotec's exclusive liability for intellectual property infringement relating to the provision of its Goods and Services.

24. Confidentiality

- Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.
- Confidential information of a Party does not include information which:
 - was already known to the other Party, before it was made accessible by the disclosing party;
 - is or becomes generally known without the other Party's responsibility;
 - was disclosed to the other Party by a third party without any transfer restriction;
 - was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or
 - has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want implement.
- This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid for a period of three (3) years after termination of the contractual relationship. Any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid.
- A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.
- Notwithstanding Section 24.4 of these GTC, Wipotec may disclose confidential information to its affiliates as well as subsidiaries, and enlisted specialists (lawyers, auditors, experts).
- Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Wipotec, the Purchaser may not advertise the fact that a collaboration between the Parties exists or existed, and may not give Wipotec as a reference.

25. Data Protection

- The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular they undertake to take economically, technically and organizationally reasonable measures to protect any data connected or relating to the Contract.
- Personal data may only be processed for the purpose and to the extent required for the fulfillment of the Contract and for safeguarding a high service and security standard. To this extent and for this purpose personal data may also be passed on to another company of the Wipotec Group and to its domestic and foreign business partners, as far as legally admissible.
- The Parties transfer the commitments specified in this Section 25 to their subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

26. Compliance

- 26.1. The Parties comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety and child protection provisions (e.g. regarding conflict commodities), the prohibition of human-trafficking and with the core conventions of the International Labor Organisation, as well with the provision against counterfeits or for the protection of the environment and of health.
- 26.2. The Parties commit themselves not to directly or indirectly make any payment, gift or other commitment to any person in a manner contrary to applicable law, or accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. The Parties also commit themselves to comply with the U.S. Foreign Corrupt Practices Act and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.
- 26.3. The Parties shall require their personnel, subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract to comply with this Section.

27. Miscellaneous

- 27.1. Assignment. Purchaser shall not assign any of its rights under the Contract, except with the prior written consent of Wipotec. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 27.1 is void.
- 27.2. Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 27.2 of a change of address.
- 27.3. Waiver. No waiver by Wipotec of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Wipotec. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 27.4. Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections 19, 25, 26 and 27.
- 27.5. No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the GTC and/or Contract.
- 27.6. Governing Law and Dispute Resolution.
 - a. Any claims, disputes or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.
 - b. The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Atlanta, Georgia, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.
 - c. Notwithstanding anything to the contrary herein, any Party may seek injunctive relief against the other Party with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Contract or the breach of any relevant obligations, including but not limited to Section 24.
- 27.7. Entire Agreement. The Contract contains the entire agreement between the Parties with respect to the sale of Good and provision of Services and supersedes all prior agreements and understandings between the Parties.
- 27.8. Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.
- 27.9. Independent Contractor. For the purpose of the Contract, Wipotec is an independent contractor and nothing in herein shall be deemed to make Wipotec an agent, employee, partner, or joint venturer of Purchaser. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.
- 27.10. Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of Wipotec.
- 27.11. No-Russia-clause / No-Belarus-clause.
 - a. The Purchaser and any and all of its affiliates shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus 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.
 - b. The Purchaser and any and all of its affiliates shall undertake its best efforts to ensure that the purpose of paragraph a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 - c. The Purchaser and any and all of its affiliates 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 paragraph a).
 - d. Any violation of paragraphs a), b) or c) shall constitute a material breach of an essential element of this Agreement, and the Wipotec shall be entitled to seek appropriate remedies, including, but not limited to termination of this Contract.
 - e. The Purchaser shall immediately inform Wipotec about any problems in applying paragraphs a), b) or c), including any relevant activities by third parties that could frustrate the purpose of paragraph a). The Purchaser shall make available to Wipotec information concerning compliance with the obligations under paragraph a), b) and c) within two weeks of the simple request of such information.