



KÖRBER TECHNOLOGIES, INC.

Terms and Conditions, 27 September 2024

1. Entire Agreement; Acceptance of Offer; No Additional or Different Terms; Defined Terms

1.1 These Terms and Conditions, Körber Technologies Inc.'s (hereinafter referred to as "KTI") quotation (hereinafter referred to as the "Quotation") and any Attachments identified on or attached to the Quotation constitute an offer to provide the equipment and/or the services as specified in the Quotation (hereinafter referred to as the "Equipment", respectively the "Services"), and when accepted by the entity to which such Quotation is addressed (hereinafter referred to as "Customer"), shall constitute an agreement between KTI and Customer. The "Agreement" shall incorporate these Terms and Conditions, the Quotation and any other Attachments identified on or attached to the Quotation. Any terms and conditions, whether contained in Customer's forms or otherwise presented by Customer, that are in addition to or different from the terms and conditions contained in the Agreement are rejected, unless expressly agreed to in writing by KTI.

1.2 Customer may accept the offer of KTI by executing the Quotation, issuing its purchase order or by written instructions to purchase the Equipment or receive the Services as described in the Quotation. Acceptance by Customer shall be limited to the Agreement and shall not incorporate any preprinted terms on any purchase or service order or any terms different from those set forth in the Agreement. THE AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PURCHASE AND SALE OF THE EQUIPMENT AND/OR THE PERFORMANCE OF THE SERVICES.

1.3 Unless otherwise specified on the Quotation, KTI's Quotation may be withdrawn at any time prior to acceptance by Customer.

2. Price

2.1 Prices are quoted on the Quotation in U.S. dollars (hereinafter referred to as the "Price") and are effective for thirty (30) days or such other period as specified on the Quotation, except that prices of materials (such as parts and components for Equipment that are not manufactured by KTI) and third party services are subject to change at any time. If the Quotation does not quote the Price, Customer

shall pay KTI's list prices / standard rates for the Equipment and/or Services in effect at the time of delivery of the Equipment or performance of the Services.

2.2 The Price of the Equipment does not include charges for packing and shipping of the Equipment or any duties arising out of customs reasons. The Price of the Equipment and/or of the Services is exclusive of all local, state, federal or foreign tax which may now be in effect or hereafter apply to the sale of the Equipment or the performance of the Services to Customer. Customer is liable for and shall pay to KTI the amount of all such taxes.

2.3 Customer may request modifications to the Equipment and/or Services, and such modifications shall be binding on both parties upon KTI's issuance of an addendum to the Agreement, which is signed by both parties.

KTI may make discretionary changes in the specifications (as defined in Section 8.5) and may modify the Equipment so long as such changes and/or modifications do not result in material changes in the specifications and do not change the Price.

2.4 Unless otherwise agreed in the Agreement the delivery terms will be FCA KTI's Richmond, Virginia facility (in conformity with the latest version of the Incoterms). Customer shall be responsible for, and bear all costs for, packing, loading and transport of the Equipment as well as transit insurance in connection with the shipment of the Equipment from KTI's Richmond, Virginia facility.

2.5 KTI will perform its obligations under the Agreement during KTI's regular business hours. If Customer requests expedited delivery of the Equipment or performance of the Services, or if Customer causes material delays to KTI's delivery of the Equipment or performance of the Services, KTI may assess, and Customer shall pay, reasonable additional fees. Such expediting fees may include, but shall not be limited to, overtime costs, shipping costs and increased costs for supplies.

3. Payment Terms

3.1 Invoices may reference a Customer's order number or other reasonable information if requested. Payment terms are net cash fourteen (14) days from

the date of KTi's invoice. With respect to the Equipment, if there is no payment schedule set forth on the Quotation or any of the Attachments, KTi may invoice the price of the Equipment as follows:

30% on the date of the Agreement as down payment;
70% on the KTi Delivery Notice as per Section 4.1, available for pick-up at KTi's Richmond, Virginia facility, as final payment;

If not otherwise quoted by KTi, Services will be invoiced upon their completion.

In the event a KTi invoice remains unpaid over fourteen (14) days after the date of the invoice, (i) Customer agrees to pay a service charge of one and one-half percent (1½%) per month on the outstanding balance beginning on the fifteenth (15th) day after the date of KTi's invoice, and (ii) KTi may (a) cease its performance under the Agreement, (b) rescind the Agreement, (c) stop delivery of any Equipment, (d) impose a lien on any equipment parts or components purchased by KTi for Customer and/or (e) demand return of any Equipment previously delivered at the risk and cost of Customer, and (iii) Customer shall pay all of the costs incurred by KTi, including without limitation, reasonable attorneys' fees, in connection with KTi's actions under Section 3.1 (ii).

3.2 If KTi's performance of the Services requires more than thirty (30) days, KTi may render progress invoices, during the performance of the Services, and Customer shall pay such amounts set forth on such invoices in accordance with the Agreement.

3.3 KTi's obligation to perform under the Agreement may be conditioned upon an initial credit review and KTi's continuing satisfaction with Customer's credit worthiness. Upon the reasonable request of KTi, Customer shall provide information about its financial condition in a form satisfactory to KTi.

4. Delivery of Equipment; Acceptance

4.1 Delivery of the Equipment shall occur when the production of the Equipment or any installment (if the Equipment is to be delivered in installments) is complete, and KTi notifies Customer that the Equipment or such installment is available for pick-up at KTi's Richmond, Virginia facility (the "KTi Delivery Notice").

4.2 In case of delivery on terms FCA KTi's, Virginia facility, Customer shall pick up the Equipment within seven (7) days after receipt of the KTi Delivery Notice.

4.3 The Quotation sets forth an approximate delivery date/period for the Equipment. The actual delivery date may be delayed to the extent (i) Customer does not timely provide to KTi any required samples, technical specifications or information, (ii) Customer fails to

make any scheduled payment, (iii) Customer requests modifications to the Equipment subsequent to the date that the Quotation is executed by an officer of KTi, (iv) Customer fails to take delivery of the Equipment, or (v) a request by Customer in accordance with Section 4.4. The circumstances described in clauses (i) – (iv) of this Section 4.3 hereinafter referred to as "Excusable Delay".

KTi and Customer agree that Customer will incur additional costs and damages if the expressly agreed delivery date for Equipment is not met. Because such additional costs and damages would be difficult to determine, KTi and Customer agree that in the event the expressly agreed delivery date is not met for reasons other than delay occasioned by a force majeure event described in Section 11, hereof, or Excusable Delay, KTi shall pay to Customer as the sole and exclusive remedy for failure to meet the express delivery date, liquidated damages and not as a penalty the following amount: For each full week of delay zero point two percent (0.2%), up to a maximum of five percent (5%), of the value of that part of the total delivery which cannot be used on time or in conformity with this Agreement as a result of the delay. There will be no entitlement to liquidated damages for the first two (2) weeks of delay.

4.4 At the request of Customer, a Factory Acceptance Test (FAT) of the Equipment may be conducted at KTi's Richmond, Virginia facility. If such FAT is requested by Customer, KTi shall deliver notice by telephonic or other means to Customer of the date and time of the FAT of the Equipment no less than fourteen (14) days prior to the date of testing.

4.5 All Equipment, unless otherwise agreed in the Agreement, is deemed accepted by Customer upon either (i) approval of Customer of the performance of the Equipment in any FAT conducted at KTi's Richmond, Virginia facility or (ii) approval of Customer after inspection of the Equipment prior to scheduled shipment from KTi's Richmond, Virginia facility; provided, however, that failure by Customer to request an FAT or inspect the Equipment at KTi's Richmond, Virginia facility within five (5) days prior to the scheduled shipment date or to observe a FAT at KTi's Richmond, Virginia facility constitutes a waiver by Customer of the right to inspect the Equipment. This waiver by Customer of the right to inspect the Equipment shall be deemed acceptance of the Equipment. Upon the acceptance of the Equipment in the manner provided herein, all claims of Customer relative to the Equipment and its performance, if any, are limited to those covered by KTi's warranty set forth in Section 6 below.

4.6 Customer, if it requests an FAT, will, at its expense, deliver to KTi's Richmond, Virginia facility any materials that KTi deems reasonably necessary for the FAT of the Equipment. These materials shall be delivered to KTi's Richmond, Virginia facility no less

than five (5) days prior to the date scheduled for the FAT. Customer shall pay directly to or reimburse KTi for all costs and expenses incurred by KTi to store, discard or transport any such materials.

5. Risk of Loss; Retention of Title

5.1 Risk of loss or damage to the Equipment shall pass to Customer when KTi places the Equipment at the disposal of Customer as stated in the KTi Delivery Notice with respect to such Equipment or, if another Incoterm (according to the latest version of the Incoterms) is stated in the Quotation, as per such Incoterm. In the event that KTi's delivery occurs in installments, risk of loss or damage to the Equipment included in each such installment shall pass to Customer when KTi places the respective installment of the Equipment at the disposal of Customer as stated in the KTi Delivery Notice with respect to such installment.

5.2 To the extent permitted by the law of the jurisdiction where the Equipment will be delivered, title to the Equipment only passes to Customer after full payment by Customer for the Equipment and KTi shall retain all right, title and interest to the Equipment and any proceeds from the sale of the Equipment by Customer until receipt of full payment.

While KTi retains title to the Equipment, Customer will not remove the Equipment from Customer's location, sell, hire, lease, lend or pledge the Equipment, nor transfer ownership of the Equipment for surety or other purposes, or otherwise dispose of the Equipment to third parties. Customer will assist KTi in measures to safeguard and, where appropriate, assert KTi's right to retention of title to the Equipment. Customer will inform KTi immediately if third parties assert rights to the Equipment during KTi's retention of title.

5.3 Customer, at its own expense and prior to the delivery date, shall obtain insurance insuring Customer's risk of loss under the Agreement in an insured amount not less than the Price. Customer shall maintain such insurance until such time as all amounts outstanding pursuant to the Agreement have been paid by Customer.

5.4 In the event that Customer fails to pick up the Equipment or any installment thereof within ten (10) days of the KTi Delivery Notice, KTi may assess storage charges from the date Customer received the KTi Delivery notice.

6. KTi's Warranty; Limitation of Liability

6.1 The warranty period will be twelve (12) months for delivered Equipment utilised one-shift operations and will commence with commissioning, or with Customer's acceptance of the delivered Equipment where provision is made for this (for spare parts upon delivery). The warranty period will, however, run for a

maximum of eighteen (18) months after date of KTi's Delivery Notice. For multiple-shift operations the warranty period will be reduced accordingly and will in any event be limited to two thousand one hundred (2,100) hours of operation. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

6.2 Upon any breach of warranty or breach of contract, Customer's sole and exclusive remedy shall be, at KTi's election, (i) the repair or replacement of any defective Equipment by KTi at the place of Customer as stated in the Agreement, or (ii) the reimbursement of the Price paid for the defective Equipment (or the portion thereof with respect to which the breach of warranty is claimed) less an amount to take account of the utilization and the level of preservation of the defective Equipment (or such portion thereof).

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND SECTION 12.7, KTi SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WARRANTY OR STRICT LIABILITY) OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO CUSTOMER'S LOSS OF SALES OR PROFITS AND COSTS OF SUBSTITUTE GOODS (I.E. COSTS OF COVER). WITHOUT LIMITING THE FOREGOING, IN NO CIRCUMSTANCES SHALL KTi BE LIABLE FOR ANY CLAIMS OF ANY KIND MADE BY ANY THIRD-PARTY WITH RESPECT TO THE EQUIPMENT OR THE SERVICES. Customer acknowledges that the inclusion of the disclaimer of warranties and limitation of liability provisions in the Agreement is a material inducement to KTi to enter into the Agreement. Claims for breach of warranty shall be made by Customer in writing as soon as is practicable after the discovery of the breach and are otherwise hereby waived by Customer.

6.3 If at any time Customer defaults on the performance of its obligations under the Agreement, KTi shall be excused from honoring the warranty in Section 6.1. Additionally, the following circumstances will not be covered by KTi's warranty in Section 6.1: (i) Customer fails to notify KTi of the defect as soon as practical in writing or fails to provide KTi with reasonable assistance to enable KTi to correct the defect; (ii) the defect has been caused by improper storage or transportation of the Equipment; (iii) the defect has been caused by improper operation or treatment of the Equipment, by failure to comply with the operating instructions operating conditions or service and maintenance intervals, by natural wear and

tear (e.g. consumables), or by the use of non-specified materials or replacement materials, or if the Equipment has otherwise been used in any manner other than in accordance with the instructions provided by KTi; (iv) Customer makes modifications or repairs to the Equipment without KTi's consent, or uses spares not supplied by KTi; (v) the Equipment has not been installed or commissioned by KTi or in accordance with KTi's instructions.

7. Customer's Grant to KTi of a Security Interest in the Equipment

Except in jurisdictions where full retention of title rights are granted to KTi, Customer hereby grants to KTi a purchase money security interest in the Equipment to secure payment of the entire Price. Notwithstanding any other provision in the Agreement, if payment in full is not made by Customer of the Price in accordance with the provisions hereof, at the request of KTi, Customer shall assemble any of the Equipment in its possession and make it available to KTi at a place to be designated by KTi which is reasonably convenient to both parties, or KTi may repossess the Equipment by any lawful means. Customer shall assist KTi in promptly executing and recording any document, notices, or security agreements which KTi reasonably deems necessary to perfect and publicly document the security interest granted herein. KTi is hereby authorized by Customer to file an initial financing statement and amendments to it and continuations of it with respect to the Equipment, in a form satisfactory to KTi. KTi shall release its security interest upon receipt of payment in full of the Price, and, in such event, KTi shall cooperate with Customer in promptly executing and recording any notices or documents, which Customer reasonably deems necessary to publicly record such release. In the event that Customer fails to make a scheduled payment in respect of the Price, KTi shall in addition to its other rights and remedies, have all of the rights and remedies of a secured party under the Virginia Uniform Commercial Code or any other applicable laws with respect to KTi's right to secure payment of the Equipment in any foreign jurisdiction where the Equipment is delivered. If Customer fails to make any scheduled payment in respect of the Price, all costs and expenses incurred by KTi relating thereto, including the retaking, holding, preparation for sale and sale of the Equipment, and including reasonable attorneys' fees and court costs, shall be paid by Customer.

8. KTi's Confidential Information

8.1 Certain confidential and proprietary information of KTi including, but not limited to, ideas, concepts, design drawings, design software, simulation software and controls and products derived therefrom, names of vendors or suppliers, manufacturing processes, details of training methods and information, or any other confidential information of, about, or concerning

the business of KTi, KTi's manner of operation, or other confidential data of any kind, nature or description (collectively hereinafter referred to as the "Confidential Information") may be or will be disclosed to Customer in connection with the performance by KTi of its obligations under the Agreement.

8.2 Customer acknowledges that (i) such Confidential Information (A) is the important, material and confidential trade secrets of KTi and (B) affects the successful conduct of KTi's business and (ii) KTi's business and goodwill could suffer serious adverse consequences from the unauthorized disclosure of any Confidential Information. Accordingly, Customer agrees not to disclose and shall cause its employees, consultants and agents not to disclose any Confidential Information, except if and as far as (A) may be required by Customer in the performance of its obligations hereunder and then only after advising the recipient of such Confidential Information of the confidential nature of the Confidential information and the restrictions on disclosure of such Confidential Information set forth herein or (B) required otherwise by any judicial or administrative order to be disclosed by Customer, provided that Customer provides prompt notice to KTi of Customer's obligation to disclose such Confidential Information. Moreover, Customer agrees that it will use its best efforts to ensure that none of its employees, consultants or agents shall disclose any Confidential Information. Furthermore, Customer agrees not to use the Confidential Information for its own purposes and not use it for third parties, but undertakes to use it exclusively as required by Customer in the performance of its obligations hereunder.

8.3 Confidential Information does not include:

(i) Information that is already available to the public at the time of disclosure, or thereafter becomes available to the public, other than as a result of an unauthorized disclosure by (A) Customer, its employees, consultants or agents; or (B) any individual or entity similarly bound by a confidentiality agreement; or

(ii) Information which was made available to Customer on a non-confidential basis from a source other than KTi, provided that, at the time of disclosure to Customer, such source was not bound by a confidentiality agreement with KTi prohibiting its disclosure.

8.4 In the event that the Agreement is terminated for any reason or the Equipment is returned to KTi for any reason, Customer shall return, as soon as is practicable, all written or other records of Confidential Information to KTi.

8.5 Customer may also have access to the particular specifications of the Equipment relating to its design or construction, or both (hereinafter referred to as the "Specifications"), prepared in accordance with the description of the Equipment set forth on the Quotation,

and all such Specifications are included in and hereby are made a part of the Confidential Information. .6 The provisions of this Section 8 shall survive the termination of the Agreement, the delivery of the Equipment and performance of the Services.

9. Training

Training of Customer's personnel in the use of the Equipment such as programming, operating, electrical maintenance and mechanical maintenance is not included in the Price, but KTi recommends that Customer engages KTi to provide initial training prior to use of the Equipment by Customer. All costs and expenses of such training, including travel and living expenses incurred by KTi or Customer or their agents for such training are the responsibility of Customer, and unless otherwise set forth on the Quotation shall be paid by Customer at KTi's standard rates and in the manner prescribed in the Agreement.

10. Preparation for Installation of Equipment; Installation of Equipment

10.1 Customer is required to prepare the site at which the Equipment is to be installed and operated (hereinafter referred to as "Site Preparation") without regard to whether KTi is to install the Equipment. Site Preparation shall include, but not be limited to, unpacking of the Equipment, rigging of the Equipment for installation and meeting requirements for space, special flooring (when necessary) and isolation of transformers and electrical and other power drops. Unless otherwise set forth in the Agreement, Customer is responsible for any required connections of the Equipment to existing machinery, equipment or systems including synchronization of the installed Equipment with such machinery, equipment or systems. If KTi performs the installation of the Equipment, Customer shall make available any necessary moving and other equipment upon the request of and in a manner prescribed by KTi. The amount to be charged to Customer for such installation, unless otherwise noted in the Quotation, shall be in addition to the Price and determined using KTi's standard rates.

10.2 In the event that the Agreement provides for KTi to install the Equipment or KTi otherwise agrees to do so on the basis of a separate order, Customer acknowledges that factors such as lack of materials for testing at Customer's facility, malfunctions of machines or equipment other than the Equipment, unavailability of Customer's operators or mechanics and/or any other factors beyond KTi's control may extend the amount of time required for installation of the Equipment, which will result in an increase in the amount of the installation charges incurred by Customer. It is the responsibility of Customer to have all Site Preparation completed prior to installation of the Equipment by KTi's service engineers, employees

or agents, or Customer may incur additional installation expenses.

11. Force Majeure

11.1 Either party will be entitled to suspend or refuse to fulfil its contractual obligations including potential warranty obligations where and for as long as this is prevented or is not economically viable as a result of force majeure circumstances. Force majeure means circumstances beyond the control of the affected party and which cannot reasonably be foreseen, avoided or surmounted by the affected party, including without limitation the following events: strikes, lockouts, natural disasters, fire, earthquake, war (declared or undeclared), terroristic or political acts of force, contagious diseases, epidemics/pandemics, mobilisation, revolt, unjustified seizure or distraint, embargo, energy supply restrictions, concrete travel warnings of the competent authorities, e.g. of the US State Department, to leave countries or regions at the respective place of destination or not to enter these, and faults and delays among sub-suppliers for one of these reasons.

11.2 A circumstance referred to in Section 11.1 and occurring prior to conclusion of the Agreement will entitle a party to refuse to perform the Agreement only (i) if the circumstance has proven repercussions for performance and (ii) if that party neither knew nor should have known about this circumstance at the time the Agreement was concluded.

11.3 The party wishing to invoke force majeure will inform the other party immediately of the start and end of such force majeure circumstances.

11.4 If a delay in delivery of the Equipment or in KTi's performance of the Services is caused by force majeure circumstances, the time for delivery or performance shall be extended by a period which is reasonable having regard to all circumstances of the case, including the time required by KTi for demobilization and remobilization.

11.5 If Customer is hindered by force majeure from performing the Agreement, Customer will indemnify KTi for the costs KTi has incurred in protecting the Equipment. If the Services must be discontinued due to force majeure, KTi is entitled to invoice all costs incurred to this point in time, including those for return travel.

11.6 Each party will have the right to withdraw from the Agreement in writing if performance of the Agreement is prevented for more than 6 (six) months as a result of force majeure under this Section 11.

12. Services

12.1 Dates specified by KTi for the start and/or end of Services are only approximate, unless KTi explicitly promises these dates in individual cases. The

observance of firmly agreed dates requires that Customer meets all the obligations Customer is responsible for. KTi commits itself to implementing the Services swiftly. A firmly agreed deadline is deemed to have been kept if the Services have been completed by the end of this period. The same applies if, depending on the status of the Services, an acceptance test by Customer or a contractually agreed trial run is possible. If the performance of Services is delayed due to circumstances beyond KTi's control, an appropriate extension of the deadline will always come into effect.

KTi and Customer agree that Customer will incur additional costs and damages if the expressly agreed completion date for the Services (or as extended as per the above) is not met. Because such additional costs and damages would be difficult to determine, KTi and Customer agree that in the event the expressly agreed completion date for the Services (or as extended as per the above) is not met for reasons other than delay occasioned by a force majeure event described in Section 11, hereof, or occasioned by an incident not solely attributable to KTi, KTi shall pay to Customer as the sole and exclusive remedy for failure to meet the express completion date for the Services (or as extended as per the above), liquidated damages and not as a penalty the following amount: For each full week of delay zero point two percent (0.2%), up to a maximum of five percent (5%), of the Services costs for the part of the Equipment to which the Services relate and which, as a result of the delay, cannot be used either on time and/or as stipulated in the Agreement.

12.2 If the agreed performance of the Services is postponed for reasons that lie within Customer's control, KTi shall be entitled to request that any additional costs (e.g. additional travel costs and waiting periods) KTi incurs as a result of such postponement be reimbursed by Customer.
Kti.

12.3 As soon as KTi announces the completion of its activities, Customer shall inspect the Services rendered immediately in the agreed form. If the acceptance test is delayed through no fault of KTi, it shall be deemed as having been performed at the end of the two (2) weeks after announcing the completion of the Services. Upon acceptance, KTi is discharged from liability for discernible deficiencies in as far as Customer has not reserved the right to raise a warranty claim arising from a certain deficiency.

12.4 Customer shall Inform KTi in good time and in advance of the intended date for the Services to commence. Customer shall complete any preparatory work in good time prior to the commencement of the Services, such that the Services can commence immediately and can be performed swiftly without interruption. In particular, Customer shall also supply any necessary Service materials and energy (such as electricity, water, steam, compressed air, digital

data lines), including the associated connection at the place of Services, such that KTi can commence the Services without delay. The rooms in which the Services are performed must be protected from the elements, be well lit, air-conditioned and allow the work to be performed without disruption. Cleaning agents, washing and sanitary facilities as well as the provision of first-aid in case of an emergency have to be provided by Customer at the place of Services. Customer will provide KTi's personnel with a dry storage room (lockable) for the Service equipment, should KTi deem such to be necessary. In the event of extended service work, Customer will provide appropriate rest rooms.

12.5 Customer shall provide suitable auxiliary personnel in sufficient numbers to ensure the swift performance of the Services. KTi personnel are authorized to give any necessary technical instructions to these auxiliary personnel. At the request of KTi personnel, Customer shall provide suitable interpreters. Customer's auxiliary personnel remain under Customer's supervision, responsibility and obligation to insure. If Customer's auxiliary personnel cause any damages, KTi is only liable if it is KTi's fault. Customer will provide the resources, devices and any tools required for rendering the Services. These must be in perfect working order. Unless otherwise agreed, Customer will provide the required materials and implement all the other actions that are necessary to set and test the machine/equipment concerned free of charge. Consumed materials and products produced are to be removed by Customer regularly so as to ensure trouble-free commissioning of the machine/equipment. Customer will ensure that KTi's personnel are provided with the test results and samples from the quality control laboratory immediately to enable them to determine the process parameters.

12.6 For the deployment of KTi personnel, KTi shall invoice Customer for each hour worked within a weekly working period of forty (40) hours at KTi's prevailing hourly rate. For agreements regarding Services performed at a fixed Price, any additional services that go beyond the agreed arrangement shall be invoiced on the basis of KTi's standard rates. Any hours worked beyond the daily working duration of eight (8) hours (standard working time) are regarded as overtime and will be calculated with a surcharge of fifty percent (50%). For activities on Saturdays a surcharge of fifty percent (50%) shall be levied. For activities on Sundays and public holidays, a surcharge of one hundred percent (100%) shall be levied. For any night-shift hours worked, the following shall apply: For "B" shift (3:00 p.m. to 11:00 p.m.) a surcharge of fifteen percent (15%) and for "C" shift (11:00 p.m. to 7:00 a.m.) a surcharge of twenty-five percent (25%) shall be levied. In the event of overtime on Saturdays, Sundays and public holidays, plus any night-shift worked, a further surcharge of fifty percent (50%) shall be levied. The working of overtime and activities on Saturdays, Sundays, public holidays and during night shifts is

subject to KTi's prior written consent. KTi personnel are obliged to keep weekly timesheets categorized into normal hours, overtime hours and night shifts worked. These records constitute the basis for KTi's Services charges if a Price has not been set out in the Quotation and should be checked and will be provided to Customer in digital form by e-mail. Customer should check such record within fourteen (14) days after its receipt and either accept or reject it via e-mail. If KTi does not receive a response within these fourteen (14) days, Customer's approval is deemed to be granted. If no suitable accommodation and/or catering facilities are available for KTi personnel in the vicinity of the place of Services, Customer bears all the associated costs, in particular the costs for using suitable means of transportation. Journey times count as standard working time. If necessary, Customer will provide free means of transportation for the local transport of KTi personnel between their accommodation and the place of Services. The travelling time of KTi personnel counts as standard working time. For each half-day travelling time commenced (four (4) hours), the prevailing travelling time rate shall be charged as a lump sum. If the places of departure and destination are in Customer's country, the normal hourly rate for each hour travelled will be charged. KTi charges airfares for business/economy class air travel or the fare for 1st class rail travel in addition to all the other costs for the return journey and other journeys undertaken in connection with the Services, dependent on the length of the journey and in accordance with KTi's internal regulations. Furthermore, KTi also invoices all the necessary incidental travel costs (passport and visa charges, customs clearance for tool and luggage transportation, tropical medical examinations, vaccination costs, etc.), plus the expenses incurred in connection with the Services (e.g. charges for business communication and local trips incl. hire cars). All taxes, fees and other duties pertaining to the Services will be borne by Customer.

12.7 Once the Services have been completed and made ready for acceptance, KTi is liable for any deficiencies in its work for a period of six (6) months. Customer is obliged to notify KTi in writing immediately of any deficiencies found. Customer's right to raise a warranty claim arising from a certain deficiency in KTi's work expires by limitation within twelve (12) months beginning with the immediate notification of the deficiency. KTi's warranty is restricted exclusively to the obligation to rectify any such deficiencies at the contractual place of Services. If repeated attempts to rectify such deficiencies fail to provide a remedy, Customer is entitled to a corresponding reduction of the Price after the expiration of a reasonable extension without a remedy. If the Services are verifiably of no interest to Customer in spite of a reduction, Customer is entitled to withdraw from the Agreement regarding the Services after notifying KTi in writing. KTi's obligation to provide warranty does not apply if a deficiency is negligible or is due to a circumstance for which KTi

cannot be held responsible. THE WARRANTY SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

12.8 Concrete and brickwork. All construction work and installations must be completed prior to commencing the Services. It is necessary for concrete and brickwork to be fully dry and set.

12.9 Storage. Customer shall store the parts to be installed properly and protected against the elements. Prior to Service commencing, the parts should be located at the place of Service and/or in its immediate vicinity. The packaging shall be removed by Customer's staff at the place of Service. KTi assumes no liability for the consequences of improper storage and improper transport.

12.10 Safety of KTi personnel and KTi property. Customer will take the necessary precautions for accident prevention and otherwise ensure the protection of KTi personnel and any property KTi bring along. Customer will also notify KTi personnel of particular hazards and inform them of the relevant safety regulations. If, whilst KTi personnel are working, other work is being performed by other companies, Customer shall – to rule out the possibility of these endangering each other – nominate a person, who is responsible for coordinating the work assignments between the different parties.

12.11 Costs. Customer will fulfill all the above-mentioned obligations free of charge to KTi.

12.12 Breach of Customer's Responsibilities. If Customer fails to perform its responsibilities, KTi is entitled, but not obliged, after giving notification, to perform the actions, Customer is responsible for at Customer's expense. Furthermore, this does not affect KTi's other legal and contractual rights and entitlements. In particular, KTi personnel are entitled to travel back if Customer fails to perform its responsibilities. Any costs arising from such are to be borne by Customer.

13. Terms of Software Use; Intellectual Property Rights

13.1 All software products and software documentation contained in KTi's scope of supply are protected by copyright either in KTi's favor in the case of KTi's own proprietary software ("KTI Software") or in favor of the software supplier from whom KTi acquired a license in the event of software licensed by the software supplier ("Licensed Software"). All copyrights and exploitation rights are KTi's property or the

property of the software suppliers. Customer will observe the copyrights and exploitation rights and in particular will not delete or alter the copyright notices.

13.2 On payment of the Price or, if no separate purchase price for the software is agreed, on delivery of the Equipment, KTi grants Customer, in respect of KTi Software or Licensed Software, the non-exclusive, perpetual and non-transferable right to use the software products and their documentation for their intended purpose in accordance with the Agreement within Customer's company. All rights to use the Licensed Software are subject to the restrictions agreed between the software supplier and KTi. The right to use relates to the actual scope of supply in which the software is implemented, or to the contractually agreed scope of use of the software. Customer is not entitled to pass the software on to third parties. An exception to this provision is the transfer of integrated software when selling Equipment provided that reference is made to KTi's copyrights and exploitation rights or those of the software suppliers.

KTi is under no obligation to give Customer the source code for the KTi Software or, unless explicitly agreed otherwise, to provide Customer with any updates of the KTi Software or Licensed Software.

13.3 Any recompilation, disassembly or similar process designed to obtain the editable source code of the software is prohibited. Any duplication of software and documentation or their use in other applications, even partially, requires KTi's prior written consent. The making of a backup copy is excluded from this provision, on condition that Customer provides this with the corresponding copyright notices of the original. In the event of sale or other permanent transfer of Equipment including the transfer of integrated software to third parties, Customer will either hand over the backup copy to the third party or destroy it. Any editing or altering of the software also requires KTi's prior written consent, unless it has been explicitly released for editing or altering. Editing or altering the software renders all potential warranty claims against KTi null and void.

Customer is responsible for the use and protection of the data generated and saved by the software.

If there is a violation of the provisions contained in Sections 13.1 to 13.3 above KTi reserves the right to serve notice in respect of the rights of use and to claim damages.

Any further provisions issued by KTi's software suppliers will be submitted to Customer if applicable

13.4 Plans, software and other documents will remain KTi's property. They shall be used only to the extent permitted by KTi and must not be modified, reproduced or made available to third parties, subject to the provisions contained in Sections 13.1 to 13.3 above.

13.5 Where delivered Equipment or parts thereof are protected by industrial property rights or copyrights, KTi shall grant Customer a non-exclusive and non-transferable right to use the same within Customer's company in conformity with the Agreement. Otherwise, the rights of use will remain with KTi and/or the manufacturer. Reproductions or adaptations will require KTi's prior consent in writing. Business or brand names and other identifying marks on the Equipment supplied by KTi must not be removed or modified.

13.6 If use of the Equipment within the periods referred to in Section 6.1 leads to the infringement of industrial property rights or copyrights in Customer's home country, KTi will either obtain the rights of continued use for Customer or KTi will modify the Equipment to prevent continued infringement of the industrial property right or copyright, at KTi's discretion. If this is not possible under economically viable conditions, KTi will take the Equipment back and refund the Price less an amount to take account of the utilization and the level of preservation of the delivered Equipment. KTi will also indemnify Customer against claims by the owners of the industrial property rights or copyrights concerned, where such claims are undisputed or upheld in a non-appealable judgment.

13.7 The above undertakings will be final in the event of industrial property rights or copyright infringement. They will only apply if

- Customer informs KTi immediately of the industrial property right or copyright infringement,
- Customer provides KTi with reasonable assistance to counter these claims and enables KTi, where appropriate, to make the modifications referred to in Section 13.6,
- KTi reserves the right to take any action to counter these claims, including the right to settle out of court,
- the Equipment has not been manufactured or modified in accordance with Customer's instructions, and
- the infringement did not occur because Customer altered the Equipment independently or used in violation of the Agreement.

14. Export Control

14.1 Customer acknowledges that the supply of the Equipment or performance of the Services may be subject to domestic and/or foreign statutory provisions and regulations regarding export control including economic sanctions and embargos (hereinafter collectively referred to as "Export Control Regulations"). These Export Control Regulations may change from time to time and are applicable according to the wording valid at the relevant time. Both parties will adhere to all such

Export Control Regulations and cooperate with the competent authorities accordingly. The parties shall not take any action which would be in breach of the Export Control Regulations.

14.2 KTi's Quotation is non-binding and subject to an assessment of the final configuration of the Equipment to be delivered/Services to be rendered with respect to the applicable Export Control Regulations as well as the feasibility of the related banking and financial services.

14.3 If applicable, the Services may not be performed or the Equipment may not be sold, supplied, leased or otherwise transferred nor may the Equipment be used for a purpose other than that agreed upon without a necessary export or re-export permit from the competent authorities. KTi will use its best efforts to receive the required export permits and provide Customer with a copy of the export permit for Customer's information on request.

Furthermore, and without limiting the foregoing, any re-exportation to Russia or Belarus and any re-exportation for use in Russia or Belarus of the Equipment is prohibited, unless explicitly allowed by KTi in advance in writing. In case of violation of this prohibition, KTi is obliged to report such incident to the competent authorities, in addition to any further rights KTi may have under Clause 14.4.

14.4 KTi has the right at any time to revoke its Quotation or to withdraw from the Agreement, exempt from any charges and without incurring any liability, if

14.4.1 the required export permits or re-export permits cannot be obtained or cannot be obtained within a reasonable time or, if once granted, are/is thereafter revoked or modified by the competent authorities;

14.4.2 Customer, despite a request, provides either none or insufficient information about the final destination or the end use of the Equipment to be delivered;

14.4.3 KTi obtains knowledge of an unintended end use or of any previously unknown person involved in the business and thereafter cannot perform the Agreement due to any Export Control Regulations;

14.4.4 a prohibited or possibly illegal or unlicensed export, re-export or infringement of applicable Export Control Regulations occurred or cannot be fully ruled out; or

14.4.5 a fundamental change in the appraisal of the commercial risks attached to the business occurs due to any listing of Customer, Customer's affiliates, Customer's owners or other persons involved on

Customer's part in the business on either the consolidated EU or US screening list.

If KTi revokes its Quotation and/or terminates the Agreement on the basis of the above KTi may also re-evaluate its entire business relationship towards the Customer, which shall include KTi's right to revoke any other Quotation and/or terminate any other Agreement with the Customer where the underlying cause for the present termination might also be present.

15. Miscellaneous

15.1 The Agreement may be amended only by the issuance of a written document executed by an officer of KTi and by Customer.

15.2 The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns, including without limitation any successor by merger to Customer. The Agreement may not be assigned by either party without the prior written consent of the other party.

15.3 No waiver by either party of any default shall be deemed to be a waiver of any other default. No delay or omission of either party to exercise any right hereunder shall constitute a waiver of, or impair the exercise of, any right accruing to it thereafter.

15.4 To the extent any provision of the Agreement is prohibited by or invalidated under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

15.5 The Agreement shall be governed by the internal laws of the Commonwealth of Virginia, without reference to conflict of law principles. The parties hereof exclude any application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

15.6 Any disputes arising out of or relating to the Agreement that cannot be resolved by the persons with direct responsibility for the administration of the Agreement shall be resolved using the following procedures, which shall be the sole and exclusive procedures for the resolution of any such disputes.

(i) The parties shall first attempt in good faith to resolve any dispute by negotiation between executives who have authority to settle the controversy after receipt of a written notice of dispute sent by either party to the other party.

(ii) If the dispute has not been resolved by negotiation between executives within thirty (30) days of the disputing party's notice, or if the parties fail to meet within fifteen (15) days of the disputing party's notice,

either party may initiate arbitration after ten (10) days prior written notice to the other party.

Any dispute, including without limitation, the enforceability of this arbitration clause, that is brought for arbitration shall be finally settled under the rules of arbitration of the American Arbitration Association by one arbitrator appointed in accordance with the said rules. The arbitration language shall be English. The court of arbitration will be in Richmond, Virginia. The decision of the arbitrator shall be binding and conclusive on the parties and may be enforced in any court having competent jurisdiction.

Körber Technologies, Inc.