

GRONINGER USA, LLC
TERMS AND CONDITIONS OF PURCHASE

NOTICE: THE PURCHASE OF PRODUCTS OR SERVICES BY **GRONINGER USA, LLC** (“**BUYER**”) FROM SELLER, AND ALL DOCUMENTS PERTAINING TO IT, IS SUBJECT TO AND CONDITIONED UPON THESE TERMS AND CONDITIONS OF PURCHASE (“**PURCHASE TERMS**”) AND THESE TERMS ARE INCORPORATED BY REFERENCE INTO AND ARE A PART OF ALL TRANSACTIONS BETWEEN SELLER AND BUYER.

1. Terms of Purchase; Purchase Orders.

- a. These Purchase Terms and the terms in any Purchase Order (defined below) are the only terms which govern the purchase of the goods by Buyer from Seller and exclusively govern and control each party’s respective rights and obligations regarding the purchase and sale of the Seller’s products (individually, “**Product**” and collectively, “**Products**”) or services (individually, “**Service**” and collectively, “**Services**”). These Purchase Terms and the Purchase Order (collectively, the “**Contract**”) comprise the entire agreement between the parties with respect to the sale and purchase of the Products and Services and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All Purchase Orders shall automatically be deemed to incorporate these Purchase Terms, regardless of whether the Purchase Order references these Purchase Terms. These Purchase Terms apply to any replacement Products or Services provided by Seller.
- b. Except as agreed upon by Buyer and Seller in writing, Buyer is not obligated to any minimum purchase or future purchase obligations under a Contract. Buyer may, from time to time, issue purchase orders on Buyer’s then-current standard form purchase order (“**Purchase Order**”) which will include: (i) Products or Services to be purchased; (ii) the Product Specifications (defined below) or the scope of the Services; (iii) the quantity of Products ordered; (iv) the delivery date; (v) the price for each Product or Service; (vi) the billing address; and (vii) the delivery or performance location. Seller shall deliver to Buyer a prompt written acknowledgment of each Purchase Order. Seller shall be deemed to have accepted a Purchase Order either in writing or by performance unless it delivers to Buyer a written rejection of the particular Purchase Order within two (2) days after it receives the Purchase Order, *provided, however that* Buyer may in any event revoke any Purchase Order that it has issued to Seller at any time if Seller has not accepted such Purchase Order in writing or by performance within two weeks after delivery by Buyer.
- c. In no event shall Seller’s terms and conditions apply to the sale and purchase of the Products or Services, and Buyer specifically disclaims any additional or different terms proposed by Seller whether in Seller’s commercial documents, any order acknowledgement, order acceptance, Seller sales agreement or other Seller commercial document, correspondence, website, or other written, oral, or electronic format, regardless of any knowledge Buyer may have of such terms, and such terms shall not bind Buyer and shall not be part of the Contract. The applicable terms of the latest Purchase Terms shall control over such terms in any prior Purchase Terms. If any terms and conditions contained in a Purchase Order specifically conflict with any terms and conditions contained in these Purchase Terms, the order of precedence is: (a) Purchase Order; (b) these Purchase Terms; and (c) the remaining non-conflicting terms of the relevant Purchase Order.

2. Warranty.

- a. For Products - Seller represents, warrants and covenants to Buyer that: (i) Seller shall deliver to Buyer good, exclusive and marketable title to Products free and clear of all liens, security interests, claims, and encumbrances; (ii) for a period of thirty-six (36) months after delivery, or any longer period specified in a Contract document with precedence over these Purchase Terms, Products shall be free from defects in materials and workmanship and shall comply fully with all final written descriptions, specifications, samples, drawings and representations published by Seller or specified by Buyer before or in connection with the Contract (collectively, “**Specifications**”); (iii) Products comply with all federal, state, provincial, local or foreign law, rule, ordinance, regulation, order and treaty (collectively, “**Laws**”); (iv) Seller has complied and will continue to comply with all applicable Laws and has obtained and shall maintain any certificates, registrations, and licenses as may be required to produce, package, ship, transport, export, import, store, sell, and otherwise handle Products in the location(s) where any of the foregoing takes place; (v) Products are fit and suitable for Buyer’s intended purpose(s); (vi) no claim, lien or action exists or is threatened against Seller that would interfere with the manufacturing, marketing, use, or sale of Products by Seller or Buyer, and (vii) no Products, nor the manufacture, marketing, use and sale of Products, nor anything in or contemplated by this

transaction, infringes on or misappropriates any patent, trademark, trade secret, trade name, trade dress, copyright, or other third party intellectual property right.

- (i) Without limiting the foregoing in **Section 2.a** above, Seller specifically represents and warrants that: (i) all labels and notices on Products comply with applicable Laws; (ii) any Products which may, under any Laws, be classified as hazardous material have been properly registered and contain directions for use and/or warning notices as may be required by any Laws; (iii) Seller has provided Buyer with appropriate notice regarding any volatile organic compound regulations or other similar Laws applicable to Products; (iv) Seller has and will ensure that all Products comply in all respects (including without limitation compliance with certification, notification, communication and recordkeeping requirements) with all Laws applicable to the production, packaging, shipment, transportation, exportation, importation, storage, sale, and other handling of such Products; (v) Seller has and will ensure that the Products shall be packed as required to protect the Products under normal transport conditions to prevent damage to or deterioration of the Products while in transit, and Seller shall include the Purchase Order number and Product SKU's (if applicable) with all shipping documents; (vi) Seller has and will ensure that the Products shall be packed and marked in accordance with Buyer's instructions and specifications; and (vii) Seller has and will ensure that upon Buyer's request, Seller shall provide Product certificates, country of origin documentation, export classifications and information about the material content for the Products, including information about environmental aspects of the Products, their production and transportation.
 - (ii) At Buyer's election and at Seller's sole expense, Seller shall within thirty (30) days of Buyer's notice of nonconformity replace the nonconforming Product, or refund the purchase price Buyer paid for all Products that do not comply fully with the warranties in this **Section 2**, as further set forth in **Section 3**. The warranty period shall be extended for twelve (12) additional months after any replacement with respect to the affected Products, up to a maximum of forty eight (48) months after the delivery of the original Products. Seller will immediately notify Buyer if Seller knows or has a reasonable suspicion that Products do not or may not comply with the warranties in this **Section 2**. Additionally, Seller hereby passes-through, transfers and assigns to Buyer all third party warranties with respect to Products. These warranties survive any delivery, inspection, acceptance or payment of or for Products by Buyer and are cumulative and in addition to any other warranty provided by law or equity.
- b. For Services - Seller represents and warrants to Buyer that: (a) Seller will perform all Services pursuant to the Contract in a professional and workmanlike manner, in accordance with the standards of care, thoroughness and competence normally practiced by recognized firms in the industry performing Services of a similar nature, and in full compliance with all applicable Specifications, plans, drawings, models, samples and patterns Seller provides to Buyer, including those described in the Purchase Order; (b) Seller will employ and engage only competent and experienced Personnel (as defined in **subsection (i) below**) to perform the Services; (c) Seller will perform and complete the Services within the schedule established in the Purchase Order; and (d) no Laws will be violated in the performance of the Services. Seller's Warranties for Services will commence on the date Buyer accepts the Services and will continue for a period of six (6) months.
- (i) Labor. Seller agrees to provide such personnel as are necessary to perform the Services as the Contract requires (the "**Personnel**"). The Personnel may be employees of Seller or, upon Buyer's written consent, independent subcontractors engaged by Seller to perform the Services; provided that Seller will remain at all times responsible for the verification, screening, training, assignment, conduct and performance of all Personnel, and further provided that all Personnel shall comply with the terms and conditions set forth in the Contract. Seller will cooperate with Buyer in assigning Personnel to perform the Services who are acceptable to Buyer and in removing and replacing Personnel at Buyer's request for any reason or no reason.
 - (ii) Deliverables. All documentation and other deliverables, and all copyright, trade secret and other intellectual property rights therein, including all renewals, extensions and continuations, Seller prepares or delivers pursuant to the Contract, or which Buyer requires Seller to supply pursuant to the Purchase Order (collectively, "**Deliverables**"), will be the property of Buyer, and Seller will have no right, title, or interest in or to them. All Deliverables will be deemed to be "works made for hire" for Buyer. Seller has all necessary rights and authority to, and hereby assigns to Buyer, all rights, title and interests in all Deliverables, and Seller represents that all Deliverables, and the content therein, shall not

violate the intellectual property rights of third parties. Seller will execute and deliver to Buyer all such further assignments and assurances confirming Seller's ownership of, and all right title and interest to and of, all Deliverables as Buyer may request from time to time.

- c. **Compliance.** Seller shall comply with Buyer's Code of Conduct (the latest version thereof can be found at [<https://www.groninger-group.com/en/>]) and undertakes to fulfil all requirements specified therein. Seller shall comply with the applicable requirements in the ISO 9001 quality system standards and the ISO 14001 environmental system standards or equivalent systems, or shall use of any other standards previously approved in writing by Buyer. Seller shall employ a systematic way of working with OHS (occupational health and safety) and agrees to use a management system for OHS preferably according to OHSAS 18001.
 - d. **Personal Data.** Each party shall be responsible, as a data controller, for its processing of personal data carried out as a result of a Contract. Each party shall ensure that such processing is carried out in accordance with applicable data protection legislation. In connection with the supply of the Products or Services, Seller may, from time to time, process personal data on behalf of Buyer. In such a case, Seller will be the data processor and Buyer will be the data controller with respect to such processing of personal data.
3. **Delivery; Delay; Risk of Loss; Acceptance.** Unless Buyer's Purchase Order expressly provide otherwise, Seller shall deliver all Products DDP (Incoterms 2020) at Buyer's facility in 14045 South Lakes Drive, Charlotte, NC 28273 and shall bear all risk of loss with respect to Products until Buyer actually receives and accepts Products as provided herein. Payment of any invoices shall not constitute acceptance of Products. Time is of the essence with respect to the delivery of Products. Seller shall not make any partial delivery of Product(s) without written prior approval of Buyer. Should Seller be made aware that it will not be able to meet the agreed upon delivery date, then the Seller shall immediately notify the Buyer in writing, stating the cause for the delay and an estimated delivery date. Such notice does not limit Seller's liability for the delay under a Contract and applicable law. Buyer shall have a reasonable period of time, of at least fifteen (15) days, to inspect each Product, and after it discovers a defect or nonconformity of any Product or shipment to reject all or any portion of Products that are nonconforming or defective, or to revoke its acceptance of Products. The foregoing reasonable period of time, of at least fifteen (15) days shall not commence until the Product(s) has been put into operation with respect to any computer systems or production machines or similar Products, but shall be limited to no later than six (6) months after delivery. Any such rejected Product shall be returned to Seller at Seller's risk and expense. If Buyer rejects Products or revokes its acceptance of Products, and Seller does not deliver conforming Products on or before the delivery date specified in the Purchase Order, Buyer shall have the right, at Buyer's election, (i) to terminate all or a portion of the corresponding Contract and obtain a prompt refund from Seller of all payments Buyer has made with respect to that portion of the Contract Buyer has terminated and/or (ii) to replace such Products with products from a third party and charge the Seller the cost of such third party replacement goods. Seller shall pay all costs expenses, losses and damages Buyer incurs in (x) rejecting Products or revoking its acceptance of Products or (y) holding those Products, making them available to Seller, or returning them to Seller. Seller shall not use subcontractors to fulfill Seller's obligations under a Contract unless approved by Buyer in writing.
 4. **Insurance.** During the term of any Contract and until at least two (2) years after Seller's last delivery of Products or Services to Buyer, Seller shall maintain and shall provide to Buyer certificates evidencing insurance coverage for commercial general liability insurance, having a combined single limit of at least \$5,000,000 per occurrence (this limit can include both general liability and umbrella policies), including contractual liability, products liability, completed operations and advertising liability, property damage, and personal injury liability. This insurance shall be primary for all purposes, and Seller shall name Buyer as an additional insured on all such policies. At Buyer's request from time to time, Seller will provide to Buyer current and valid certificates of insurance evidencing such insurance policies are in full force and effect and providing that the corresponding insurance policy shall not be modified or cancelled unless and until Buyer receives at least thirty (30) days advance written notice of such modification or cancellation.
 5. **Price; No Additional Charges; Audit.** Unless the Purchase Order expressly provides otherwise, the prices specified in that Purchase Order are the total prices of Products sold by Seller to Buyer and Services performed by Seller for Buyer, and Buyer shall not be responsible for any other charges, fees, taxes or expenses, including sales, use or excise taxes. No increase in any prices shall be effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller shall maintain complete and accurate books and records of all materials, processes, tests, services and costs relating

to Products or Services and each Contract in accordance with generally accepted accounting principles for at least five (5) years after Seller receives the final payment under a Contract. Buyer shall have the right to audit and copy those records upon reasonable prior notice. Seller shall require its sub-suppliers and subcontractors to comply with these audit requirements and shall certify such compliance to Buyer.

6. **Payment; Discounts.** Unless a Contract expressly provides otherwise, Buyer shall pay all properly invoiced amounts due to Seller as set forth in a Purchase Order within thirty (30) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith; provided, however, that Buyer shall receive a minimum 3% discount on all invoices paid within fourteen (14) days of receipt. Seller shall not send Buyer an invoice for: (i) Products until those Products are delivered to Buyer or such other location as set forth in a Contract, or (ii) Services until those Services have been accepted by Buyer as set forth herein. All of Seller's invoices shall be issued in U.S. Dollars and shall refer to the applicable Purchase Order and contain its number. In order for Seller to be paid, Seller is required to send any and all invoices by email to ACCOUNTSPAYABLE@GRONINGERUSA.COM. Buyer will not be charged any late fees or interest in case an invoice has not been submitted to the above mentioned email address. Any payment discount Seller offers Buyer as may be set forth in a Contract or otherwise shall be determined using the agreed upon delivery date and the date Buyer receives a properly dated invoice and not the date of any incorrect invoice. Seller shall continue to perform its obligations under the Contract notwithstanding any invoice dispute. Seller shall not be entitled to a security interest in or to the Products which Buyer shall receive free and clear of all liens and encumbrances.
7. **Inventory Management; New Products.**
 - a. Without limiting Buyer's rights with respect to non-conformance of any Products, Buyer shall also have the right on a quarterly basis as part of a leveling of its inventory to cancel all or a portion of any Contract, to delay the delivery date of some or all of Products and/or to return any Products to Seller (even if Buyer has already accepted Products) by giving Seller written notice and without increasing the price of Products. In exercising its rights under this **Section 7**, Buyer shall not incur any costs, expenses, fees or liabilities of any kind, including re-stocking fees, except that for any Products returned under this **Section 7** for Buyer's convenience, Buyer shall, as its sole obligation for such return, pay Buyer's costs to ship those returned Products to Seller. Buyer shall have the right to obtain a prompt refund from Seller of all payments Buyer has made with respect to any Products that Buyer returns to Seller and for that portion of any Contract Buyer terminates; alternatively, at Buyer's option, Buyer may set off the applicable refund amount against its next payment to Seller.
 - b. Seller shall provide Buyer with no less than sixty (60) days' notice before discontinuing or materially altering any Products, and Buyer may, at its sole discretion, return any such discontinued or altered Products in its inventory for a full refund or credit (at Buyer's option) of the amount paid by Buyer to Seller for such returned Products. Seller shall notify Buyer at least thirty (30) days before the date that Seller introduces any new, similar, or improved version of a Product and make such product available for resale by Buyer on or before the date it is first introduced in the marketplace.
8. **Default; Termination; Setoff.** In addition to any other rights and remedies provided under a Contract and applicable law, Buyer may suspend or terminate its performance under a Contract if Seller defaults under any term of any Contract and does not cure that default within thirty (30) days after Buyer gives Seller written notice of default, provided that such default is capable of being cured, or if Seller ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership or reorganization. Without limiting Buyer's other rights, Buyer shall be entitled to recover from Seller all of Buyer's costs and expenses, including reasonable attorney's fees and expenses, arising from Seller's breach of a Contract. If Buyer terminates a Contract for any or no reason, Seller's sole and exclusive remedy will be payment for the Products or Services received and accepted by Buyer prior to the termination. Buyer may set off any claim against Seller of any nature against payment for Product(s) or Service(s). Buyer retains the right to assign claims against the Seller to third parties. Seller shall not have the right to assign claims against Buyer. In addition to other provisions in the Contract, Buyer shall not be in breach unless: (i) such breach is material; and (ii) Seller gives Buyer prior written notice stating in reasonable detail the alleged breach and Buyer has failed to cure such breach within the longer of thirty (30) days from such notice to cure or, if such breach cannot be cured within thirty (30) days, such longer time as is reasonably necessary so long as Buyer commences the cure within thirty (30) days after receipt of Seller's notice.
9. **Indemnification.** Seller shall indemnify, defend, and hold Buyer and any subsidiaries, affiliates, successors, assigns, and customers of Buyer, and their respective officers, directors, employees and agents (the "**Buyer Covered Parties**"), harmless from any and all

third party loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or relating to any: (i) actual or alleged breach of any express or implied representation, warranty or covenant by Seller, including as set forth in **Section 2** of these Purchase Terms; (ii) failure of Seller to perform the Services or deliver Products on a timely basis in precise conformity with the applicable Purchase Order; (iii) breach of a Contract; (iv) intentional or negligent act, omission, or misrepresentation by Seller in connection with performing its obligations under a Contract; (v) any claim regarding warnings or failure to warn with respect to Products or Services; (vi) voluntary or required recall of a Product due to systematic failures or otherwise (including direct and indirect costs associated therewith); (vii) injury to person or damage to property occurring as a result of any defect in a Product; or (viii) claim that any Product or Service, or the use or possession of a Product or Service by Buyer or its customers infringes or misappropriates any patent, copyright, trademark, trade name, trade secret or other intellectual property right of any third party.

10. Confidentiality.

- a. Seller shall keep strictly confidential and shall not disclose, copy, publish or disseminate in any manner to any person or entity, except as expressly permitted by Buyer in writing, all Confidential Information. “**Confidential Information**” means all of Buyer’s and its affiliates, contractors, subcontractors or customers non-public, confidential or proprietary information, including Specifications, samples, test results, formulae, patterns, designs, plans, drawings, documents, data, trade secrets, patents know-how, business operations, customer-related information, pricing, discounts and rebates, including the existence of, and the terms and conditions set forth in a Contract. All of the foregoing shall be Confidential Information whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”, and regardless of whether disclosed to Seller by Buyer or its affiliates, contractors, subcontractors or customers.
- b. Seller will use Confidential Information solely to comply with Seller’s obligations under a Contract. All Confidential Information shall remain Buyer’s property, and Seller will have no right, title or interest in any Confidential Information. Upon Buyer’s request, Seller shall promptly return to Buyer all Confidential Information and all electronic or other copies of any Confidential Information. Buyer will be entitled to seek temporary and permanent injunctive relief to prevent a breach, or any continuation of breach, of this **Section 10**. This **Section 10** shall not apply to information that is: (i) in the public domain through no fault of Seller; (ii) known to Seller at the time of disclosure without restriction; or (iii) lawfully obtained by Seller on a non-confidential basis from a third party.
- c. Seller shall not use Buyer’s name, logo, trademarks, trade names, trade dress, design, look and feel or other intellectual property or proprietary rights in any of its advertising, communications, publications or other work without the prior written consent of Buyer and then such use shall be in accordance with and within the scope of the instructions and guidelines issued by Buyer from time to time, and Buyer may withdraw or modify its consent at any time.

11. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under a Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including (a) so-called acts of God; (b) flood, fire, earthquake, explosion, epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or riot and other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect after the date of the Contract; (f) national or regional emergency; and (g) strikes, labor stoppages or labor slowdowns or other industrial disturbances (a “**Force Majeure Event**”). Seller’s economic hardship, delays in obtaining (or the inability to obtain) labor or materials through its normal suppliers at normal prices, or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under a Contract. If a Force Majeure Event prevents Seller from carrying out its obligations under a Contract for a continuous period of more than thirty (30) days, Buyer may terminate the applicable Contract immediately by giving written notice to Seller.

12. Notices. All notices, request, consents, claims, demands, waivers and other communications under a Contract (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by electronic mail, personal delivery,

nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid) and is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this **Section 12**.

13. Governing Law, Jurisdiction and Venue. The purchase and sale of Products and Services provided under a Contract, the terms and conditions of a Contract and the performance of the party's obligations set forth therein, and any matter, dispute or controversy arising out of or relating to any of the foregoing, shall be governed and construed according to the laws of the State of Delaware, excluding its conflict of law principles, and shall not be governed by or construed under the provisions of the United Nations Convention on the International Sale of Goods which is specifically disclaimed. The Delaware State Courts and the United States District Courts in Delaware constitute the sole and exclusive judicial forum(s) and venue and, therefore, shall have sole and exclusive jurisdiction over the adjudication and resolution of any and all matters, actions, disputes and controversies arising out of or relating to a transaction, the Contract, Products, or any Services provided under a Contract.

14. General.

a. Buyer and Seller are independent contractors. Nothing in a Contract shall be construed as making either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Except as otherwise provided herein, Seller may not assign, delegate or subcontract all or any portion of its rights or obligations under a Contract without Buyer's prior written consent, and any attempted assignment, delegation or subcontracting without that consent shall be void.

b. In the event any of the provisions of these Purchase Terms or any Purchase Order are held to be invalid by any court of competent jurisdiction, such provision(s) shall be deemed to be severable and these Purchase Terms and any Purchase Order shall then be construed and enforced in accordance with the remaining provisions. As used herein, the words "including", "include" and "includes" shall be exemplary only, and shall not be construed as limiting the word or phrase to which it relates. Any reference to "Seller" in a Contract shall include any directors, officers, shareholders, members, managers, employees, agents, contractors and subcontractors of Seller. Provisions of these Purchase Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any applicable Contract. Notwithstanding the foregoing, the following Sections of this Purchase Terms shall survive the termination or expiration of any applicable Contract: **Section 2, Warranty; Section 4, Insurance; Section 9, Indemnification; Section 10, Confidentiality; and Section 13, Governing Law, Jurisdiction and Venue.**

c. The parties' rights and remedies in a Contract are cumulative and in addition to all rights and remedies at law and in equity. Any delay or failure by Buyer to exercise any of its rights or remedies under a Contract shall not be construed as a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance shall not constitute a waiver of that right or remedy in any other instance or any other right or remedy. A Contract, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. A Contract may only be modified by a written agreement, signed by both parties, expressly modifying the applicable Contract.