

General Terms and Conditions of STÖGER AUTOMATION LP

The following terms and conditions of sale apply exclusively and in place of all other terms and conditions contained in the customer's order or elsewhere and apply to all offers made and orders accepted by STÖGER AUTOMATION LP (hereinafter referred to as "STÖGER"), unless expressly stated otherwise in the offers or agreed otherwise with the customer. STÖGER is not liable for typographical or clerical errors in quotations, orders, or publications. All such errors are subject to correction.

A. Order acceptance and order fulfilment

- a) **QUOTATIONS:** All prices, quantities or terms of sale stated in a quotation shall be valid for thirty (30) days from the date of the quotation unless changed by notice. No quotation shall be valid after thirty (30) days from the date of the quotation unless STÖGER expressly extends the period of validity of such quotation in writing.
- b) **ACCEPTANCE OF ORDERS:** All orders must be addressed to STÖGER office at 150 North Michigan Avenue, IL 60601, and are subject to STÖGER's acceptance and shall not be considered a contract until acknowledgement is furnished to Customer by STÖGER. If the terms and conditions of this quotation differ in any way from the terms and conditions of Customer's purchase order, this quotation shall be construed as a counteroffer and shall not be effective as an acceptance of such purchase order unless Customer assents to the terms and conditions contained herein, which shall constitute the entire agreement between the parties. The failure of Customer to object thereto in writing within fifteen (15) days from the date of receipt hereof shall constitute assent thereto. No additions to or modifications of any of the terms and conditions hereof shall be effective unless made in writing and signed by both parties.
- c) **DELIVERY:** The stated shipping or delivery dates are only approximate and can be changed by STÖGER at its own discretion. All shipping or delivery dates are subject to the condition that all information and materials necessary for the proper execution of the order are available at STÖGER. STÖGER is in no case liable for loss of use or for direct or consequential damages resulting from a delay, regardless of the reason.
- d) **SHIPMENT:** Shipment will be made EXW or F.O.B. STÖGER's office at 150 North Michigan Avenue, Chicago, IL 60601. The quotation price does not include freight charges. STÖGER shall prepay transportation charges and Customer shall reimburse STÖGER for such charges within thirty (30) days of Customer's receipt of STÖGER's invoice. Unless Customer's purchase order specifies the desired method of transportation (e.g., air express, motor freight, etc.), STÖGER will use its judgment in selecting the carrier and route. STÖGER is not responsible for any loss, damage or delay that may occur after goods have been accepted, for shipment, by the transportation company. Claims for shipping damages should be made with the carriers. Any goods or services shipped and invoiced shall be due for full payment within agreed terms, even if said goods or services are claimed as 'not received' by the customer within 6 months of the date shipped.
- e) **PRICES; TERMS OF PAYMENT:** Prices are in U.S. funds. Payment shall be made to STÖGER's office at 150 North Michigan Avenue, Chicago, IL 60601. Customer shall pay all charges for transportation and delivery and all excise, order, occupation, use or similar taxes, duties, levies, charges or surcharges applicable to the goods or services sold pursuant to this quotation, whether now in effect or hereafter imposed. In the event that formal collection proceedings are entered into, to collect a past due account, the customer hereby agrees to pay all finance and related collection costs in addition to the balance due. Prices quoted are based on the following payment schedule, unless otherwise specified on proposal:
 - 30% - due with the customer's order
 - 60% - due upon notification of shipment readiness
 - 10% - due thirty (30) days after delivery

- f) **CHANGES:** All requests for changes in specifications after orders are accepted shall be made in writing and must be accepted in writing by STÖGER. If STÖGER accepts changes, then the price, schedule and other pertinent provisions of the contract shall be adjusted by written agreement of the parties prior to implementation of the change.
- g) **HOLD ORDERS:** At the customer's request, their orders may be held beyond the agreed delivery date for up to 4 weeks after all required payments have been made, without penalty. The customer may request to hold the order for an additional 4 weeks, but a one-time fee of 10% of the order price will apply, payable in advance. After the 8-week period or in case of non-payment of the holding fee, STÖGER has the right to cancel the purchase, subject to the corresponding cancellation fees as per the General Terms and Conditions.

B. Warranty

- a) **WARRANTIES AND LIMITATIONS OF DAMAGES AND REMEDIES:** STÖGER warrants that at the time of delivery products delivered under the purchase order will conform to applicable drawings and specifications and will be free from defects in material and workmanship for a period of 12 months of operation.

The period of 12 months can be extended to 24 months. Prerequisites for extending the warranty period by a further 12 months are the commissioning of the products by STÖGER specialists or personnel authorized by STÖGER and the required maintenance and servicing by STÖGER specialists or service companies authorized or commissioned by STÖGER.

Upon prompt notice by Customer of any claimed nonconformity or defect, which notice must be given without culpable delay within 48 hours from date such nonconformity or defect is first discovered and within the warranty period, STÖGER's obligation under this warranty is limited, at its option, to repairing or replacing at its main office or other office as STÖGER may designate, with transportation charges prepaid by Customer, the product or component part thereof that is proved to be other than as herein warranted. This warranty does not extend to any of STÖGER's products which have been subject to misuse, accident or improper installation or storage, maintenance or application, nor does it extend to products which have been repaired or altered outside of STÖGER's office unless authorized in writing by STÖGER or unless such installation, repair or alteration is performed by STÖGER, nor does this warranty extend to any labour charges for removal and/or replacement of the nonconforming or defective product or part thereof. Excluded from this warranty are all components marked as wear and consumable parts according to the parts list.

- b) **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND IS STÖGER'S SOLE WARRANTY WITH RESPECT TO THE PRODUCT(S). FURTHER, STÖGER MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OR PRODUCTION, WEAR PARTS OR SEPARATELY LISTED PARTS OF THE PRODUCT(S) NOT MANUFACTURED BY STÖGER. THE LATTER ARE COVERED BY THE MANUFACTURER'S EXPRESS WARRANTY, IF ANY.**
- c) **LIMITATION OF LIABILITY:** NEITHER STÖGER NOR ITS SUPPLIER SHALL BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

The limitation of liability contained in this section shall be effective without regard to STÖGER's performance or failure or delay of performance under any other term or condition of this quotation, including those contained in any warranty.

C. Supplementary terms

- a) **TITLE OF GOODS; RISK OF LOSS:** It is understood and agreed that all goods included in the order or contract are to remain the personal property of STÖGER, and security title and right of possession thereto shall remain with STÖGER until fully paid by Customer. Customer shall, on demand of STÖGER, execute and deliver to STÖGER such instruments as STÖGER may deem necessary to protect its interests in such title in accordance with the laws of the state in which such goods may be shipped or at any time located. Risk of loss in all goods sold hereunder shall pass to Customer upon STÖGER's delivery to carrier at the shipping point.
- b) **ORDER CANCELLATION:** Cancellation of orders by the customer can only be made with the written consent of STÖGER and under conditions to be agreed upon then, which include, among other things, the protection of STÖGER against any loss and the payment of STÖGER's cancellation costs, which the customer hereby undertakes to pay. The customer will reimburse the costs of the order incurred up to the time of cancellation and a cancellation fee of 20% of the order value.
- c) **RETURNS:** Material shall not be returned to STÖGER without STÖGER's prior written permission. STÖGER may charge up to a 25% restocking fee of the 'net selling price' for any returned parts and accessories considered by STÖGER as non-defective. Customized parts and accessories are non-returnable.
- d) **BANKRUPTCY / INSOLVENCY:** STÖGER may, at any time(s), suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to STÖGER when, in STÖGER's opinion, the financial condition of Customer or other grounds for insecurity warrant such action.
- e) **FORCE MAJEURE:** STÖGER shall not be liable for any failure in performance arising from any cause beyond the reasonable control of STÖGER. Such causes include but are not restricted to acts of God, acts of Customer, the public enemy or the government, governmental priorities or allocations, breakdowns, or failure of plant machinery or equipment, war, fires, floods, epidemics, quarantine restrictions, strikes or other labour difficulties, labour shortage, freight delays, embargoes, or other lack of transportation, unusually severe weather, or delays of suppliers.

D. Final clauses

- a) **ARBITRATION:** Any dispute concerning a question of fact and/or law arising under an Order which is not disposed of by agreement of the parties shall be decided, at STÖGER's sole option, by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Prevailing party shall recover its costs and expenses, including reasonable attorneys' fees, from losing party.
- b) **DEFINITIVE CONTRACT:** This quotation sets forth the entire understanding between the parties with reference to the subject matter hereof. All clauses contained in law and regulations have been considered by the parties hereto and those clauses not included are deemed to have been specifically considered and excluded by the mutual agreement of both parties.
- c) **AFFECT ON INVALIDITY:** The invalidity in whole or in part of any provision hereto shall not affect the validity of any other provisions.
- d) **GOVERNING LAW:** The rights of STÖGER and Customer and the interpretation of this quotation shall be construed and interpreted in accordance with the laws of the State of Illinois.
- e) **WAIVER:** No failure of STÖGER to insist upon strict compliance by Customer with the foregoing terms and conditions, or to exercise any right accruing from any default of Customer shall impair STÖGER's rights in case of Customer's default continues or in case of any subsequent default by Customer. Waiver by STÖGER of any breach of contract shall not be construed as a waiver of any other existing or future breach.