

GENERAL TERMS AND CONDITIONS FOR THE SUPPLIES OF THE THORWESTEN MASCHINENBAU GmbH

§ 1 Definition

The terms and expressions used in this General Terms and Conditions of Sale shall have the meaning as defined below:

“Confidential Information” shall mean information which (i) is communicated by either Party to the other Party, (ii) relates to the subject matter of a Contract, and (iii) is either communicated in writing or other tangible form and marked confidential, or communicated in any other manner, provided it is designated as being confidential at the time of disclosure and is confirmed as such in writing by the disclosing Party within thirty (30) days of the disclosure.

“Contract” means the legal basis for the relation between THORWESTEN and a Customer.

“Customer” means the person who, when concluding the Contract, is acting in the exercise of their commercial or independent professional activity or the legal entity purchasing Supplies from THORWESTEN.

“Defect” means any non-conformity of the Supplies to the contractually agreed specifications due to incorrect design, insufficient workmanship and/or use of inadequate materials.

“Gross Negligence” means any extreme departure from the standards of ordinary care to the extent that the danger was either known or so obvious that the acting or omitting person must have been aware of it.

“Order” means the purchase order issued by a Customer accepting the offer and the Terms and Conditions of THORWESTEN.

„Supplies“ mean any goods and/or services sold and/or supplied by THORWESTEN of whatever nature (plant, equipment, machinery, spare parts, components or any other goods or Services, etc.).

“Terms and Conditions” or **“Terms”** mean the present general terms and conditions of sale.

“THORWESTEN” means THORWESTEN Maschinenbau GmbH, Daimlerring 45, D-59269 Beckum, Germany.

§ 2 General

- (1) These Terms and Conditions of THORWESTEN shall apply to and govern any Contract between THORWESTEN and a Customer for Supplies. Any terms and conditions of the Customer shall not apply and the Customer agrees to their exclusion even (i) if such terms and conditions are referenced by the Customer in any kind of document and even (ii) if THORWESTEN has not expressly objected to the application of such terms and conditions of a Customer.
- (2) In the event of any conflict in the contractual documents, the following order of precedence shall be applicable:
 - a. Any special terms and conditions concluded in writing between the Customer and THORWESTEN;
 - b. The Order as accepted by THORWESTEN in an order confirmation;
 - c. These Terms and Conditions.
- (3) Any agreement between THORWESTEN and the Customer must be made in writing to be valid. Explanations and agreements exchanged via electronic mails are deemed to be in writing and become an integral part of a contract.

- (4) In case of THORWESTEN and the Customer not agreeing on a contractual document with special terms and conditions, the Contract will be bindingly agreed upon and become effective with the Customer receiving the written order confirmation of THORWESTEN.
- (5) THORWESTEN is only be bound by a quotation established on the letterhead of THORWESTEN. If a quotation is not expressly stated as non-binding, a quotation is only binding for a period of four (4) weeks after the date of issuance of the quotation.
- (6) For purposes of these Terms and Conditions, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to these Terms and Conditions as a whole. The definitions given for any defined terms in these Terms and Conditions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. These Terms and Conditions shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

§ 3 Orders

- (1) All Orders issued by a Customer will only be binding and enforceable against THORWESTEN if and to the extent THORWESTEN has confirmed the Order in writing, unless the Order does not constitute any change of the THORWESTEN quotation.
- (2) If an Order is dependent on any permit, authorization and/or approval and such permit, authorization and/or approval is not expressly stated to be within the area of responsibility of THORWESTEN, shall be obtained by the Customer in due time.
- (3) The Customer must provide any and all data, information and/or specifications required for the manufacture, installation, commissioning and/or operation of the Supplies in accordance with the agreed use and generally all information which shall be necessary to the performance by THORWESTEN of its obligations regarding the Order. THORWESTEN shall not be responsible for the accuracy, completeness or verification of any data, information and/or specifications received from the Customer and may rely on its accuracy, correctness, completeness and consistency. THORWESTEN shall notify the Customer of any inaccuracy, incompleteness, error, ambiguity or any other deficiency it has become aware of. If THORWESTEN suffers (or will suffer) delay and / or incurs (or will incur) additional cost as a result of any incompleteness, inaccuracy, error, ambiguity or other deficiency within any data, information and/or specifications received from the Customer, then THORWESTEN shall be entitled to an extension of time for such delay and payment of any such proven additional cost which shall be added to the Price.
- (4) In case of THORWESTEN issuing an order confirmation is the Customer obligated to check the order confirmation to be correct and to immediately notify THORWESTEN about any error.
- (5) Any subsequent to the acceptance of an Order modification or cancellation of an Order subsequent to the acceptance of the respective Order require the prior written approval of THORWESTEN. If the Customer cancels an order with THORWESTEN, THORWESTEN is entitled to the price of all finished products and to an additional five percent (5%) of the part of the Order, which has not been finished, yet. If an Order id modified, THORWESTEN is entitled to charge any additional work.

§ 4 Scope of Supplies

- (1) Any contract includes solely Supplies as expressly included in the contract. THORWESTEN is entitled to unilateral changes to the Supplies, if such changes improve the Supplies or will not affect the Supplies in an essential way and do not increase the price and is reasonable for the Customer.
- (2) Any Supplies are dependent on the Customer fulfilling any and all of its obligations to cooperate. The obligations to cooperate includes especially the Customer to timely provide complete, correct and accurate information required by THORWESTEN to fulfil the contractual obligations.
- (3) The Customer may ask THORWESTEN for any changes to the scope of Supplies at any time. If THORWESTEN and the Customer agree in writing to the changes proposed by the Customer and all the consequences arising out of the changes including but not limited to price and time implications, THORWESTEN will start with the work on the changed scope of Supplies.
- (4) Any description of the Supplies not expressly included in a contract (e.g. in a marketing document) does not constitute any legal warranty of THORWESTEN.

§ 5 Intellectual Property Rights

- (1) THORWESTEN and the Customer retains all intellectual property rights to plans and technical documents, including any embedded software, provided to the respective other. The Customer shall become owner of the physical plans and technical documents provided. Despite becoming the owner of the physical plans and technical documents, the Customer shall keep the plans and technical documents according to the confidentiality obligations.
- (2) Unless otherwise expressly agreed between the Customer and THORWESTEN, the Customer shall receive a non-exclusive, perpetual and transferable right to use these intellectual property rights, but expressly limited to the extent required for the purpose of the Contract. THORWESTEN is not obliged to provide the Customer with the source code or updates for embedded software.

§ 6 Delivery

- (1) THORWESTEN will deliver the Supplies EXW Beckum, Germany, according to INCOTERMS ® 2020, unless otherwise agreed between the Parties in writing.
- (2) All risks will be transferred latest with delivery to the Customer. Under no circumstances may THORWESTEN, for whatever reason, be held responsible for damages to the Supplies which have arisen due to the loading or carriage of the Supplies. In addition, THORWESTEN cannot be held liable for the loss of Supplies, delays in delivery attributable to the carrier or to any third party.
- (3) The agreed date of delivery shall not be of the essence.
- (4) Any agreed date of delivery is subject to:
 - a. THORWESTEN being supplied in a timely and correct manner by its suppliers;
 - b. the Customer having fulfilled any and all of its obligations in due time; and
 - c. all technical and commercial issues have been clarified in due time by THORWESTEN and the Customer.

- (5) Unless otherwise agreed between the Parties in writing, only the date of delivery shall be bindingly agreed between THORWESTEN and the Customer. Any other date shall only be agreed for information and organizational purposes. Any delay of such other date shall not entitle the Customer to any kind of remedy and/or compensation.
- (6) In the event of THORWESTEN having caused a delay in delivery and after a grace period of two (2) weeks, the Customer shall be entitled to liquidated damages of zero-point five percent (0.5%) of the net price of the delayed part of the Supplies for each completed week of delay up to a maximum of five percent (5%) of the net price.
- (7) If the Customer is entitled to the maximum liquidated damages of five percent (5%), THORWESTEN shall be granted a last reasonable extension of time. If THORWESTEN also fails to meet this final delivery date, the Customer shall also be entitled to terminate the contract in addition to the liquidated damages.
- (8) Any other right or remedy of the Customer out of or in connection with delay shall be excluded, unless mandatory law provides otherwise or THORWESTEN acted with Gross Negligence or willful misconduct.
- (9) The Customer will become owner of the packaging and shall dispose of the packaging at its own expense.
- (10) Required authorization, permits or any other formalities (notably with respect but not limiting to import or exchange control) shall be obtained or accomplished in due time by the Customer it's full responsibility. The Customer shall advise THORWESTEN of the need for, and guarantee that it will apply and obtain, all necessary formalities and authorizations, and confirm their completion to THORWESTEN.

§ 7 Export control

- (1) THORWESTEN and/or the Customer may refuse to fulfil their contractual obligations out of or in connection with an Order insofar as the fulfilment is prohibited or impaired by applicable law. The reason for such refusal shall be communicated to the Customer respectively THORWESTEN without undue delay. Claims for damages or losses based on such a prohibition to fulfil contractual obligations are excluded insofar as such damages or losses have not been Gross Negligently caused.
- (2) The Customer recognizes that the Supplies may be subject to German, European, American and/or other countries legal provisions and regulations on export control and are not allowed to be sold, leased or otherwise transferred or used for a purpose other than the agreed without an export or re-export permit of the competent authority. The Customer undertakes to comply with such provisions and regulations.
- (3) The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Customer shall undertake its best efforts to ensure that the purpose of sentence before is not frustrated by any third parties further down the commercial chain, including by possible resellers.

The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of the first sentence of this paragraph.

Any violation of this paragraph shall constitute a material breach of an essential element of this Agreement, and THORWESTEN shall be entitled to seek appropriate remedies, including, but not limited to:

- (i) termination of this Agreement; and
- (ii) a penalty of 30% of the total value of this Agreement or price of the goods exported, whichever is higher, but at least 100.000 EURO.

The Customer shall immediately inform THORWESTEN about any problems in applying this paragraph, including any relevant activities by third parties that could frustrate the purpose of this paragraph. The Customer shall make available to THORWESTEN information concerning compliance with the obligations under this paragraph within two (2) weeks of the simple request of such information.

§ 8 Delay in delivery caused by the Customer

If THORWESTEN does not receive payment from the Customer when the respective payment is due and payable and/or if the Customer is requesting to postpone or suspend the delivery for reasons that originate in the Customer's sphere of risk, the following shall apply:

- a. THORWESTEN will suspend the manufacturing and store any finished part of the supply at the cost of the Customer;
- b. The risk shall pass with suspension to the Customer, if it has not been passed, yet;
- c. THORWESTEN is entitled to charge interest at the annual rate of nine (9) percentage points above the basic rate of interest of the German Bundesbank (<https://www.bundesbank.de/en/bundesbank/organisation/gtc-and-legal-basis/basic-rate-of-interest-616708>);
- d. If THORWESTEN encounters more cost due to the delay, THORWESTEN shall be entitled to invoice additional cost on the basis of proof.

§ 9 Price

- (1) The price is based on EXW Beckum, Germany, according to INCOTERMS ® 2020, excluding packing, freight, duties, levies and/or fees whatsoever.
- (2) The price is agreed in Euro (€).
- (3) The price is exclusive of VAT. The Customer shall at THORWESTEN's request provided THORWESTEN with the necessary documentation required by the competent tax authorities as evidence of an export tax exemption. The Customer shall reimburse THORWESTEN for any VAT levied on THORWESTEN in the country of dispatch or the country of destination due to either (i) the agreed terms of delivery or provision of services, (ii) any failure by the Customer to duly provide the requested documentation referred to above and/or (iii) any other circumstances attributable to the Customer.
- (4) Any taxes, fees, duties and/or other charges which are levied on THORWESTEN in connection with the performance of a Contract in the country of destination of the Supplies, if any, shall

solely be borne by the Customer and the Customer shall reimburse THORWESTEN for any such taxes, fees, duties and/or other charges which THORWESTEN is required to pay.

§ 10 Payment terms

- (1) Unless otherwise agreed between the Parties in writing, the Customer shall make the payments latest thirty (30) days after issuance of the invoice without deduction. Any right of the Customer to set-off claims against claims of THORWESTEN are excluded, unless mandatory law provides otherwise or is a legally established or undisputed claim.
- (2) In the event of the Customer being delayed with a payment, the Customer shall owe statutory interest in the amount due as well as be liable for possible damages beyond.
- (3) Unless otherwise agreed, the price shall be paid in the following instalments:
 - a. 30 % down payment after receipt of the order confirmation,
 - b. 60 % after notification of readiness for dispatch,
 - c. 10 % after commissioning.

If the advance payment is delayed, THORWESTEN shall be entitled to terminate the contract after setting a reasonable extension of time for payment, if this extension period has also expired unsuccessfully.

- (4) THORWESTEN reserves the right to alter the terms of payment without prior notice or require immediate payment, if, in THORWESTEN's opinion, the Customer's financial condition requires so. Such alteration or request for immediate payment shall be made in writing and the THORWESTEN may, at the same or any subsequent time, at its discretion, suspend delivery or terminate a contract without liability to the Customer.

§ 11 Retention of title

- (1) Title in the Supplies shall not pass to the Customer until THORWESTEN has received the complete price. Until the ownership in the Supplies passes to the Customer, the Customer shall:
 - a. keep the Supplies properly maintained, stored and protected;
 - b. insure the Supplies with a reputable insurer against usual risks; and
 - c. neither sell, pledge, lease, transfer ownership (as security) or otherwise dispose of the Supplies without THORWESTEN's prior written approval.
- (2) If the applicable property laws do not acknowledge a reservation of title as provided for above or request additional preconditions (such as but not limited to a registration, etc.), the Customer shall support THORWESTEN in order to fulfil these requirements or to establish a comparable security interest for THORWESTEN in relation to the Supplies.
- (3) THORWESTEN reserves the right, at any time, to claim its ownership right of full possession of the Supplies in the event of Customer's non-payment of any single instalment. The Customer undertakes to return the Supplies at its own expense and cost on first demand to THORWESTEN.

§ 12 Acceptance

- (1) If THORWESTEN and the Customer have not agreed upon a formal acceptance of the Supplies, the Customer has to inspect the Supplies immediately after the delivery and respectively immediately after their rendering. If the Customer does not notify THORWESTEN within a reasonable time, which shall not be longer than two (2), weeks, the Supplies are accepted.
- (2) If THORWESTEN and the Customer agree upon a formal acceptance of the Supplies, THORWESTEN and the Customer will agree on an acceptance procedure in writing as well as the preconditions and details of the acceptance procedure. If the Customer is using the Supplies for commercial use for a total of two (2) non-consecutive weeks without the agreed upon acceptance procedure and at the same time does not give notice of any defects preventing acceptance, or the acceptance procedure cannot take place at the agreed upon time due to reasons not attributable to THORWESTEN, the Supplies are deemed accepted. Other events of deemed acceptance or implied acceptances according to applicable law remain unaffected.

§ 13 Warranty

- (1) The Customer has to immediately after delivery examine the Supplies for visual detectable Defects. If the Customer identifies any such Defect, THORWESTEN is to be immediately informed, but not later than fourteen (14) days after delivery. Any warranty of THORWESTEN is excluded for any defects, which could have been detected by a visual inspection within such a period of time and which has not been notified by the Customer. Any defects discovered during the warranty period must be notified immediately.
- (2) THORWESTEN warrants that at the date of delivery respectively rendering of the Supplies the Supplies comply with THORWESTEN's technical specifications and be free of Defects.
- (3) In case of a Defect, THORWESTEN will at its discretion either repair a Defect or replace the whole or part of the defective Supplies. The Customer shall give THORWESTEN adequate time and opportunity as well as grant THORWESTEN sufficient access to the Supplies to remedy the Defect.
- (4) If THORWESTEN fails twice to remedy a Defect, the Customer shall set a final reasonable time for THORWESTEN to remedy the Defect. If THORWESTEN fails to remedy the Defect also during this final period of time or in urgent cases to prevent disproportionately high damage or danger to life and limb, the Customer is entitled to remedy the Defect or have it remedied by a third party at reasonable cost of THORWESTEN.
- (5) If a Defect can finally not be remedied and the Defect is a material one, depriving the Customer of the functionality of the Supplies, the Customer may terminate the contract and receive the paid money back. If the Defect is not a material one, the Customer is entitled to reasonably reduce the price.
- (6) The warranty period is twelve (12) months after delivery, but not longer than eighteen (18) months after notification of readiness to ship, if the delivery is delayed due to reasons not attributable to THORWESTEN.
- (7) The Customer is not entitled to any other right or remedy out of or in connection with a Defect or a warranty other than expressly contained in herein, unless mandatory law provides otherwise or THORWESTEN acted with gross negligence or willful misconduct.

- (8) EXCEPT FOR THE WARRANTIES SET IN THIS SECTION "WARRANTY", NEITHER THORWESTEN NOR ANY PERSON ON BEHALF OF THORWESTEN HAS MADE OR MAKES FOR CUSTOMER'S OR ANY THIRD PARTY BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY THORWESTEN OR ANY OTHER PERSON ON BEHALF OF THORWESTEN.

§ 14 Liability

- (1) NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE, THORWESTEN SHALL IN NO EVENT AND IRRESPECTIVE OF THE LEGAL BASIS (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, MISREPRESENTATION, INDEMNITY) BE LIABLE FOR LOSS OF PROFIT OR REVENUE, LOSS OF (PARTIAL) USE, LOSS OF PRODUCTION, LOSS OF DATA, COST OF CAPITAL COST OF SUBSTITUTE GOODS, PROPERTY DAMAGE EXTERNAL TO THE SUPPLIES AND ANY DAMAGE, EXPENDITURE OR LOSS ARISING OUT OF SUCH DAMAGE, OR ANY OTHER SPECIAL LOSS OR DAMAGE AND/OR ANY PUNITIVE OR INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED BY CUSTOMER OR ANY THIRD PARTY.
- (2) THE EXCLUSION OF LIABILITY SHALL APPLY WHETHER ANY LOSS OR DAMAGE OR CLAIM OR EXPENDITURE WAS DIRECTLY CAUSED BY THORWESTEN OR BY ANY HIS SUBCONTRACTORS (IF ANY), SUPPLIERS, AGENTS, ADVISORS, CONSULTANTS OR EMPLOYEES OR ANYONE ELSE ACTING ON THE BEHALF OF THORWESTEN.
- (3) NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE, THERE SHALL BE NO STRICT LIABILITY OF THORWESTEN AND ANY LIABILITY (INCLUDING BUT NOT LIMITED TO WARRANTY OBLIGATIONS) MUST BE PROVEN TO HAVE BEEN CAUSED BY THORWESTEN.
- (4) ANY CLAIM OR RIGHT OF THE CUSTOMER ARISING OUT OF OR IN CONNECTION WITH A CONTRACT SHALL BE EXCLUDED AFTER EXPIRATION OF THE WARRANTY PERIOD.
- (5) ANY LIABILITY OF THORWESTEN IS CAPPED AT AN AGGREGATED MAXIMUM OF FIFTY PERCENT (50%) OF THE NET PRICE OF A CONTRACT.
- (6) ANY LIMITATION OR EXCLUSION OF LIABILITY IN A CONTRACT SHALL NOT APPLY IN THE EVENT OF EITHER (A) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ATTRIBUTABLE TO THORWESTEN, (B) BODILY INJURY OR DEATH CULPABLY CAUSED BY AN ACT OR OMISSION ATTRIBUTABLE TO THORWESTEN OR (C) INSOFAR AS MANDATORY LAW PROVIDES OTHERWISE .

§ 15 Force Majeure

- (1) If a Party is prevented from fulfilling its contractual obligations due to an event or force majeure, regardless of whether the event affects that Party directly or indirectly (e.g. a supplier is affected by an event of force majeure), that Party shall be released from its contractual obligations and any liability for non-performance for the duration of the hindrance plus a reasonable start-up period.

- (2) A force majeure event is any event that is beyond the reasonable control of the relevant Party and could not have been foreseen by that Party before the contract came into force. An event of Force Majeure includes but is not limited to: natural disasters, warlike events, sabotage, terrorism, strike, lockouts, weather events, epidemics, pandemics and/or traffic obstructions.
- (3) If an event of Force Majeure lasts longer than two (2) months, THORWESTEN or the Customer may terminate the contract. In case of termination of a contract, THORWESTEN shall receive full payment for any part of the Supplies and services finished at the time of termination and will deliver these to the Customer.

§ 16 Suspension and Postponement

In the event that the Customer notifies THORWESTEN of a postponement of a date or suspension due to a delay attributable to the Customer, the dates specified in this offer shall be adjusted accordingly. The Customer shall reimburse THORWESTEN any additional direct and documented costs incurred as a result of the postponement/suspension and for any documented costs which the THORWESTEN has to pay to its own suppliers as a result of the postponement/suspension. Any restart of the fulfilment of the obligations will commence taking the business environment of THORWESTEN into account.

§ 17 Additional or reduced Supplies

The Customer is entitled to request changes to the Scope of Supplies until the engineering has been finalized. Requests for changes must be submitted to THORWESTEN in writing and must precisely describe the change. Immediately after receiving a change request, THORWESTEN shall inform the Customer in writing whether and how the change can be implemented and what changes this will result in with regard to the total price, agreed dates, the warranty and any other contractual provisions. The change in the total price due to such changes shall be made on the basis of THORWESTEN's quotation. However, the change to the price must be made by mutual agreement. If the respective delivery is delayed due to disagreements between THORWESTEN and the Customer regarding the consequences of changes, the contractor shall pay that part of the total price which would have become due if the respective delivery of the scope of delivery had not been delayed. Notwithstanding any provisions to the contrary, THORWESTEN shall not be obliged to carry out any changes requested by the Customer until the Parties have agreed on the effects on the total price, on the agreed dates and on other contractual provisions.

§ 18 Severability Clause

To the extent one or more provisions of the Terms and Conditions are or become void and/or unenforceable, the remaining provisions shall remain unaffected valid. The void and/or unenforceable provision shall be replaced by a valid provision representing the economic purpose intended by the void and/or unenforceable provision as far as legally possible.

§ 19 Confidentiality

- (1) The Customer shall
 - a. keep Confidential Information strictly confidential not disclose Confidential Information without the consent of THORWESTEN to any third party;
 - b. disclose Confidential Information only to such employees, representatives, suppliers, agents and/or advisors, who need to know the Confidential Information in order for the Customer to fulfil its contractual obligations;
 - c. solely use the Confidential Information only for the purpose of the Contract; and
 - d. procure that the Confidential Information is protected from any unauthorized access of any third party.
- (2) The obligation to keep Confidential Information confidential shall not apply to the extent that the Customer is required by mandatory law or an enforceable court order. The Customer shall immediately notify THORWESTEN of its duty to disclose Confidential Information.
- (3) The aforementioned regulations shall apply accordingly to THORWESTEN.

§ 20 Applicable law and dispute resolution

- (1) Any contract is governed by Swiss substantive law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.
- (2) Any dispute, controversy, or claim arising out of, or in relation to, a contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one (1). The seat of the arbitration shall be Zurich, Switzerland. The arbitral proceedings shall be conducted in English.

§ 21 Miscellaneous

- (1) The Customer shall obtain the prior written consent before assigning any contractual obligation to a third party, including affiliates of the Customer.
- (2) THORWESTEN shall be entitled to source worldwide.
- (3) A contract can be terminated for good cause by THORWESTEN or the Customer.
- (4) If the Customer is terminating a Contract not for good cause or for no reason for which THORWESTEN is responsible for ("termination for convenience"), THORWESTEN shall be entitled to full payment of the part of the Supplies, which is finished, and five percent (5%) of the price of the part of Supplies, which is not finished.
- (5) In connection with the contract, THORWESTEN confirms that all legal requirements for the Scope of Supplies, such as health and safety laws, accident prevention regulations and ordinances/guidelines, are known and are complied with. The Customer shall be responsible for the workplace-related instruction of THORWESTEN's employees at the installation site.
- (6) Unless otherwise agreed, one (1) copy in German and English in accordance with THORWESTEN standards of the operating instructions and CE declaration are provided in paper form, all other documentation in electronic form.

- (7) The warranty presupposes that the conveyed goods in actual operation correspond to the agreed upon technical data provided to THORWESTEN and any sample material provided to THORWESTEN (if any).
- (8) For any agreed upon test runs (e.g. factory acceptance test), THORWESTEN shall be provided with a sufficient quantity or number of test materials free of charge.

June 2024