

## GENERAL TERMS AND CONDITIONS OF SALE

### PART A. GENERAL PROVISIONS

#### 1. GENERAL

1.1. In addition to the terms defined elsewhere in these Conditions, the terms listed below shall have the following meaning:

- **"AMMEGA"**: means Ammega Group B.V., a private limited liability company duly incorporated and functioning in accordance with the legislation of the Netherlands, having its headquarters in Marconistraat 15, 1704 RH Heerhugowaard, Amsterdam, the Netherlands, registered with the Trade Register of the Netherlands under number 71725385, or such entity directly or indirectly owned by it, which delivers Products or provides Services based on Order Confirmation,
- **"Buyer"**: means the legal and/or natural person who purchases the Products and/or Services from AMMEGA within the scope of its business authorization,
- **"Contract"**: means the agreement for the sale and purchase of Products and/or Services, which consists of either a main agreement and these Conditions, or only an Order Confirmation referencing these Conditions,
- **"Conditions"**: means these General Terms and Conditions of Sale,
- **"Delivery"** has the meaning given to it in Incoterms®2020, unless otherwise agreed upon between the Parties in the Order Confirmation,
- **"Dispute"** means any dispute, controversy or claim (contractual or non-contractual) arising out of or in connection with the Contract or its subject matter, including any question regarding its formation, existence, validity, enforceability, interpretation, breach or termination,
- **"Force Majeure"**: means events or circumstances not existing on the date of the Contract, beyond the reasonable control of the claiming Party, which are not due to the fault, negligence or breach of the Contract by such Party and cannot reasonably be foreseen and avoided; including, but not limited to: (i) acts or restraints by governments or public authorities; (ii) war, revolution, riot or civil commotion; (iii) strikes, lock-outs or other industrial action; (iv) blockage or embargo; (v) damage caused by explosion, fire, corrosion, ionizing radiation, radioactive contamination, flood, natural disaster, epidemic, pandemic, or malicious act; (vi) raw material shortages; (vii) cyberattack and, (viii) any such circumstances affecting AMMEGA, its affiliates or its suppliers,
- **"Intellectual Property rights"**: means any and all intellectual property rights, including (without implying limitation) patents, rights to apply for patents, rights to inventions, copyrights and all applications and registration of such, trademarks, trade names, business names, service marks and domain names, rights in get-up, goodwill, schematics, industrial models, inventions, know-how, trade secrets, background and foreground rights, computer software programs and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information, and all other intangible proprietary information in each case whether registered, patentable or protectable and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world,
- **"Party"** means individually either the Buyer or AMMEGA, jointly referred to as **"Parties"**,
- **"Products"**: means the products to be manufactured and/or sold by AMMEGA, as specified in any Contract,
- **"Services"**: means the services to be rendered by AMMEGA, as specified in any Contract.

1.2. All Contracts, sale activities, Services, and offers shall be governed exclusively by these Conditions. Differing or contrary terms shall not apply except if expressly agreed upon in writing by the Parties. Any provisions contained or referred to in any document issued by the Buyer are expressly rejected. AMMEGA's failure to object to provisions contained or referred to in any subsequent document or communication from Buyer will not be a waiver or modification of the provisions set forth herein.

- 1.3. In case of discrepancy between these Conditions and the provisions of any separate written agreement entered into by AMMEGA and the Buyer, the provisions included in the individual agreement shall prevail unless otherwise stated in the individual agreement. If there is a discrepancy or ambiguity between these Conditions and an Order Confirmation, the Order Confirmation shall prevail.
- 1.4. AMMEGA reserves the right to modify, supplement or amend these Conditions from time to time, which amendments will become effective when they are published, not subject to any prior notice to the Buyer. These Conditions are in its most current version, available on: [www.ammega.com/general-conditions/](http://www.ammega.com/general-conditions/)
- 1.5. These Conditions consist of two parts: Part A contains the terms and conditions that generally apply to all Contracts of sale, sale activities, Services, and offers of AMMEGA carried out worldwide. Part B contains country specific sets of terms and conditions which shall, where applicable, be amended and be integrated into Part A, and which shall respectively apply in the relevant AMMEGA's jurisdiction only. In the case of a conflict or any discrepancy between Part A and Part B, the provisions of Part B shall prevail.

## 2. ORDER, ORDER CONFIRMATION, OFFER

- 2.1. AMMEGA's quotations/offers are subject to change and non-binding, in particular with regard to quantity, price and delivery time. Unless otherwise indicated on the quotation/offer issued by AMMEGA, each quotation/offer is valid only for thirty (30) days from the date indicated on such quotation/offer. Prior to the expiration date any quotation/offer is subject to change by AMMEGA at any time upon written notice to the Buyer, unless AMMEGA receives and accepts Buyer's Order within the aforementioned period.
- 2.2. The Buyer shall place a purchase order to AMMEGA in writing, by e-mail, by telephone, or e-commerce website ("**Order**"). If Buyer orders Products by telephone, AMMEGA is entitled to require Buyer to provide written or e-mail confirmation. The Order shall indicate:
  - a) Buyer's details,
  - b) quantity of the ordered Products or Services,
  - c) ordered Products or Services' codes, and
  - d) expected date and place of Delivery.

By indicating the ordered Products or Services' codes in the Order, the Buyer is deemed to fully understand the types, models, materials, specifications, performance, etc. of the ordered Products or Services.

- 2.3. No Order submitted by the Buyer shall be deemed to be accepted unless and until confirmed in writing or by e-mail by AMMEGA ("**Order Confirmation**"). AMMEGA may, in its sole discretion, accept or reject the Order.

The Order Confirmation shall indicate:

- a) the quantity and the description of the Products and/or the Services ordered,
- b) the price,
- c) the payment terms,
- d) the terms and place of Delivery,
- e) any deviation from these Conditions.

If an Order is not confirmed with Order Confirmation, the issuance by AMMEGA of the relevant invoice, the performance of Services by AMMEGA, or the Delivery of the Products, shall be deemed to be an acceptance of the Order.

- 2.4. Once the Order has been accepted by AMMEGA, it can no longer be cancelled, suspended, or amended, unless separately agreed by Parties in writing. In case the Parties agree in writing that an Order is cancelled or suspended, the Buyer shall be responsible for all costs and expenses AMMEGA has incurred up to the time of such cancellation or suspension.
- 2.5. For the sake of clarity, technical specifications, performances, and other elements provided in catalogues, brochures, advertising material or other documentation of AMMEGA are indicative and do not bind AMMEGA unless such specifications, performances or other elements are expressly provided in the Contract. AMMEGA reserves the right to modify technical specifications,

performances and other elements provided in the above documentation at any time without advance notice and without any obligation to replace, totally or partially, the Products purchased by the Buyer or to reimburse, totally or partially, Buyer for any cost borne in relation thereto.

- 2.6. AMMEGA shall inform the Buyer of the quantity tolerance (if any) applicable to each Product specified in the Order Confirmation.

### 3. PRICES AND PAYMENT

- 3.1. Prices are included in the Order Confirmation. AMMEGA has the right to modify the prices, even after the notification of the Order Confirmation to the Buyer, if necessary due to changes in market and production conditions, or in the event of any specific Buyer's requirements (including without limitation any design, specification, ordered quantity, delivery dates). In such a case, AMMEGA shall notify Buyer in writing of such modification of the prices and Buyer shall have an opportunity to confirm such modifications to the prices to AMMEGA within five (5) business days from AMMEGA's notice. If Buyer does neither confirm nor object such AMMEGA's notice in writing within five (5) business days from such AMMEGA's notice, the price modification is deemed to be accepted by the Buyer. If the Buyer objects to the price modification within five (5) business days from AMMEGA's price increase' notice, the Contract will lapse without any liability for any of the Parties.
- 3.2. The prices do not include costs for packaging, storage, transport, insurance, tax, custom duties, VAT or other taxes and charges (including without limitation such as foreign bank charges), which shall be added to such prices and borne by the Buyer. For the sake of clarity, the prices quoted by AMMEGA for the Products and/or Services are based on laws, regulations, tariffs, duties and the like in effect on the date of the Order Confirmation. The Buyer shall reimburse additional costs AMMEGA incurs as a result of any changes in any of the applicable laws, regulations, tariffs, duties and the like. Unless otherwise agreed in writing, rounding-offs or deductions from the amounts due are not allowed.
- 3.3. Unless differently indicated in the Order Confirmation, payment term shall be thirty (30) days from the date of invoice. If the Buyer does not make due payment on time, AMMEGA shall apply default interest on late payment at the highest interests rate allowed by the applicable laws.
- 3.4. Payment shall be made via wire transfer to the bank account indicated on the invoice and/or Order Confirmation, unless a different payment method is agreed between the Parties.
- 3.5. The non-payment of an invoice, partially or in whole (also in case of claim or Dispute or exception of any nature), entitles AMMEGA to terminate the Contract after setting a final appropriate payment deadline to Buyer or suspend the pending deliveries of Products and/or Services, until full payment of amounts due, even if these pending deliveries of Products and/or Services refer to transactions other than those related to the non-payment. Notwithstanding AMMEGA exercising its rights under this clause, any further damage and other claims admitted by the law remain unaffected.
- 3.6. The Buyer shall not, for any reason, set-off or withhold payment of any amount payable to AMMEGA under the Contract.

### 4. DELIVERY

- 4.1. Delivery terms are indicated by AMMEGA in Order Confirmation. All Delivery dates are indicative only, unless a fixed period or date is explicitly agreed between the Parties. Nevertheless, AMMEGA shall make commercially reasonable efforts to meet delivery dates. Delivery terms may vary in case of manufacturing problems or in the event of Force Majeure, without affecting the validity of Contract.
- 4.2. AMMEGA is entitled to make reasonable partial shipments of the Products and to invoice each shipment separately. AMMEGA will not be liable for any extra costs or expenses incurred by the Buyer due to partial shipments.
- 4.3. AMMEGA is entitled to deliver Products or Services to Buyer prior to the Delivery date. In such a case, AMMEGA shall inform Buyer accordingly and Buyer is – within the scope of reasonable - obligated to accept this early delivery. AMMEGA will not be liable for any extra costs or expenses incurred to Buyer due to early delivery.
- 4.4. AMMEGA is entitled to postpone the Delivery date by a written notice sent to the Buyer before the Delivery date in case for any reason it is not possible to make the Delivery or provide the Services on the date indicated in the Order Confirmation.
- 4.5. AMMEGA will not be liable for any loss or damage resulting from any delay in Delivery or failure to deliver, which is due to any cause beyond AMMEGA's reasonable control regardless of whether it

was caused by a circumstance that was foreseeable at the time of contracting, and whether it was reasonable to expect AMMEGA to avoid the circumstance or mitigate the damage. In the event of a delay due to any cause beyond AMMEGA's reasonable control, AMMEGA reserves the right to terminate the Contract with reference to the delayed Order or to reschedule the shipment of the Products or Services within reasonable period, and Buyer will not be entitled to refuse the Delivery or otherwise be relieved of any obligations as a result of such delay.

- 4.6. In case AMMEGA defaults or is unable to carry out a Delivery of the Products or Services for whatever reason, AMMEGA's liability to pay compensation shall be limited as set forth in clause 9 of these Conditions, without prejudice to clause 12. A reminder from the Buyer is required in any case of default on the part of AMMEGA.
- 4.7. Products to which Delivery is delayed due to any cause within Buyer's control may be placed in a warehouse by AMMEGA at Buyer's risk and expense and for Buyer's account for a maximum of 30 days from the originally agreed Delivery date. AMMEGA will charge Buyer, the costs for each day of storing, starting with the Delivery date. If the Delivery of the Products is delayed for more than 30 days from the originally agreed Delivery date, AMMEGA is entitled to cancel the Contract. Following such cancellation, the Buyer will be invoiced for 100% of the Contract value as penalty payment, with a ten (10) days payment term.
- 4.8. In case the Delivery of Services is delayed for more than thirty (30) days due to circumstances attributable to Buyer, AMMEGA is entitled to cancel the Contract and charge Buyer relevant costs of Services' preparation.

## 5. TITLE AND RISK

- 5.1. Title of ownership of Products passes from AMMEGA to Buyer only upon AMMEGA's receipt of full payment for those Products. Payment shall be deemed duly performed by the Buyer if payment is credited to AMMEGA's bank account indicated to the Buyer.
- 5.2. Title to any software incorporated within or forming a part of the Products shall at all times and in any case remain with AMMEGA or the licensor(s), as the case may be.
- 5.3. Transfer of risk of Products passes from AMMEGA to Buyer in accordance with the agreed Incoterms®2020, in the absence of which, the risk to Products is transferred upon delivery to Buyer.

## 6. WARRANTY FOR PRODUCTS

- 6.1. AMMEGA warrants that the Products shall operate or perform substantially in conformity with the agreed specifications and shall be free from defects in material and workmanship, when subject to normal, proper, and intended usage by properly trained personnel, for a period of one (1) year from delivery to the Buyer. If applicable laws require a minimum warranty period - longer than one (1) year from delivery - to apply, then such a minimum warranty period shall apply. This warranty constitutes the Buyer's only warranty for the Products and replaces and excludes all other warranties, express or implied, arising by operation of law or otherwise, including any implied warranty of merchantability, quality of fitness or suitability for a particular purpose.
- 6.2. The Buyer shall examine the Products promptly upon receipt. In case of non-conformity, Buyer shall give written notice to AMMEGA of lack of conformity of the Products. Lack of conformity shall mean lack of quality, non-conformity with the agreed description or specification of the Products, defects, and any other kind of similar lack of conformity. Products with tolerances set forth in clause 2.6. shall not be deemed as non-conforming.
- 6.3. Lack of conformity notice shall describe in detail such non-conformity and be given: (i) for visible defects, within fifteen (15) days from Delivery of the Products and (ii) for quality claims under warranty, within ten (10) days from the discovery of the defect. The Buyer's failure to notify AMMEGA of a non-conformity claim on time shall constitute a waiver of and a bar to such claim.
- 6.4. Upon receipt of Buyer's written notice, made in compliance with clause 6.3., AMMEGA shall investigate the claim, and if the claim is proved to be valid, AMMEGA may choose, at its sole discretion, to:
  - a) repair free of charge the non-conforming Products, or
  - b) supply free of charge Buyer with new Products to replace the non-conforming ones, or
  - c) reimburse the invoiced price paid by Buyer for the Products proved to be non-conforming.

- 6.5. The Buyer shall not, without AMMEGA's prior written approval, repair the defective Products. In the event Buyer makes any such repairs without AMMEGA's prior written approval, any warranty for such Product shall be deemed void.
- 6.6. The Buyer is not entitled to return any Products to AMMEGA unless upon request by AMMEGA in writing.
- 6.7. In no event shall AMMEGA have any obligation to make repairs, replacements or refunds for the non-confirming Products, in whole or in part, if such non-conformity is the result of:
  - a) normal wear and tear,
  - b) use of the Products in a different way than the recommended one and/or failure to comply with the instructions set out in documentation made available by AMMEGA,
  - c) non-correct installation or assembly of the Products,
  - d) non-correct storage, lubrication, use or maintenance,
  - e) accident, disaster or event of Force Majeure,
  - f) unauthorized, even partially, repairs or modifications of the Products made by any person or entity other than AMMEGA,
  - g) inaccurate or incorrect information, drawing, design, specification of instructions provided by Buyer based on which, Products were manufactured.

This warranty does not cover any consumable material or part (i.e. lubricant leaks due to usual wear and tear of seals in the gearboxes sold by AMMEGA).

- 6.8. The compatibility of the Products with the intended application as well as the accuracy of mechanic couplings and electrical connections must be checked under the sole Buyer's responsibility.
- 6.9. The remedies set forth in this Section 6 are the sole and exclusive remedies for the Products. Except as expressly provided in these Conditions or in the Contract, AMMEGA disclaims all other remedies, irrespective of the legal grounds, whether expressed or implied, oral, or written, with respect to the Products.

## 7. WARRANTY FOR SERVICES

- 7.1. AMMEGA warrants that the Services shall substantially comply with the agreed specifications and shall be free from defects in workmanship, when subject to normal, proper, and intended usage by properly trained personnel, for the period set forth in the Services documentation, and agreed specifications. This warranty constitutes the Buyer's only warranty for the Services and is instead of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including any implied warranty of merchantability, quality of fitness or suitability for a particular purpose.
- 7.2. Should the Services be rendered at the site of Buyer, the Buyer shall:
  - a) provide AMMEGA and its personnel with access to the site to enable AMMEGA to render the Services,
  - b) provide AMMEGA and its personnel with the directions and policies regulating access to Buyer's site,
  - c) provide AMMEGA with all necessary cooperation and assistance for the performance of the Services.
- 7.3. Clauses 6.2 and 6.3 shall apply mutatis mutandis in respect of Services.
- 7.4. Upon receipt of Buyer's written notice, made in compliance with clause 6.3., AMMEGA shall investigate the claim, and if the claim is proved to be valid, AMMEGA may choose, as its sole discretion, to:
  - a) supply free of charge Buyer with a new Services to replace the non-conforming one, or
  - b) reimburse the invoiced price paid by Buyer for the Services proved to be non-conforming.
- 7.5. In no event shall AMMEGA have any obligation to make replacements or refunds for the non-conforming Services, in whole or in part, being the result of:
  - a) use of the Services in a different way than the recommended one and/or failure to comply with the instructions set out in documentation made available by AMMEGA,
  - b) accident, disaster or event of Force Majeure,
  - c) unauthorized, even partially, modifications of the Services made by any person or entity other than AMMEGA,



d) inaccurate or incorrect information, drawing, design, specification or instructions provided by the Buyer based on which, the Services were rendered by AMMEGA.

7.6. The compatibility of the Services with the intended application must be checked under the sole Buyer's sole responsibility.

7.7. The remedies set forth in Section 7 shall be the sole remedy of Buyer for the Services. Except as expressly provided in these Conditions or in the Contract, AMMEGA disclaims all other remedies for the Services, irrespective of the legal grounds, whether expressed or implied, oral, or written, with respect to the Services.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. Unless expressly agreed otherwise by AMMEGA in writing, all Intellectual Property Rights in or arising out of or in connection with the Products and /or Services shall be and remain owned by AMMEGA.

## 9. LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1. Except to the extent that such limitation is not permitted or void under applicable law, AMMEGA's aggregate liability for any cause of action arising out of or in connection with the Contract shall be limited to the amount paid by Buyer under the Contract.

9.2. In the event of a warranty claim, AMMEGA's liability is limited to the value of the defective Products and/or Services, as the case may be.

9.3. To the maximum extent permitted by applicable law, AMMEGA is not liable for any special, incidental, exemplary, punitive, indirect or consequential damages, existing or advance loss of profits, arising out of or in connection with the Contract, whether arising in contract, tort, law of restitution or any other legal theory.

9.4. The Buyer shall indemnify, defend, and hold harmless AMMEGA against all claims, costs, and expenses of any nature, which may arise under product liability principles or otherwise, in respect of the installation or use of the Products and/or the Services.

## 10. CONFIDENTIALITY

10.1. Except for non-confidential documentation provided to the Buyer for distribution with a corresponding Products and /or Services, the Buyer acknowledges that all technical, commercial, and financial information disclosed to the Buyer by AMMEGA is considered as confidential information of AMMEGA ("**Confidential Information**").

10.2. The Buyer shall not disclose any such Confidential Information to any third party, except to its employees, affiliates, and agents, who need it for the sole purpose of the Contract and shall not use any such Confidential Information for any purpose other than as agreed by the Parties and in conformance with the Contract. The Buyer undertakes to comply with this obligation and causes his employees, affiliates, and agents to comply with it. In the event the Buyer is requested or required by law, regulation, supervisory authority or other applicable judicial or governmental order to disclose Confidential Information, the Buyer shall provide AMMEGA prompt written notice of such requestor requirement so that AMMEGA may seek an appropriate protective order.

10.3. When providing the Products to the Buyer, AMMEGA may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Buyer. AMMEGA shall only process data provided by Buyer under contractual basis between the Parties. AMMEGA processes personal data under the guidelines of the General Data Protection Regulation (GDPR) EU 2016/679 and AMMEGA's Data Protection Policy, which is available, in its current version, at: [www.ammega.com/policies](http://www.ammega.com/policies).

## 11. TERMINATION

11.1. If Buyer commits a material breach of the Contract, AMMEGA may require Buyer to remedy the breach, by notice to that effect.

11.2. If Buyer fails to comply with a notice issued under clause 11.1 within fifteen (15) days of receipt, AMMEGA may terminate the Contract by a further written notice having an immediate effect, or seek specific performance from Buyer, in either event without prejudice to any and all other rights AMMEGA may have.

11.3. If Buyer breaches clauses 10, and 13 of these Conditions, AMMEGA may terminate the Contract by notice having immediate effect.

- 11.4. Termination or expiry of the Contract does not affect the Parties' rights to pursue claims for breaches arising before termination or expiry of the Contract.
- 11.5. The provisions of clause 9, 10, 13 will survive the expiration and termination of the Contract for whatever reason.

## 12. FORCE MAJEURE

- 12.1. Neither Party shall be liable for a delay or failure in performing all or part of the Contract, to the extent that its performance has been prevented, delayed, or hindered due to Force Majeure. A party claiming Force Majeure must notify the other Party within ten (10) days of its occurrence. If Force Majeure lasts for more than ninety (90) consecutive days, either Party may terminate the Contract by a written notification to the other Party.
- 12.2. Neither Party shall be entitled to any compensation from the other Party on account of Force Majeure or its effects, provided that Force Majeure does not relieve Buyer of the obligation to pay in full any amounts due under the Contract before the occurrence of Force majeure.
- 12.3. In no case shall lack of finances be considered as a Force Majeure.

## 13. COMPLIANCE

- 13.1. The Parties shall perform the Contract in compliance with all applicable laws in place in the country where the Products are manufactured and sold to Buyer, and/or where the Services are rendered to Buyer. The Parties shall perform the Contract in compliance with all applicable laws concerning corruption, money-laundering, the payment of bribes, tax evasion, export control and economic sanctions. The Parties shall maintain such records as are prescribed under applicable laws (including laws of the place of incorporation of AMMEGA and Buyer), or recommended good practice, and shall promptly on request make them available for inspection by the relevant authorities.
- 13.2. The Buyer shall ensure that as a result of, or in connection with, the Contract: (i) no Products and/or Services, will be provided to an end-user in breach of any applicable economic sanctions; and (ii) no persons or entities on an official sanctions list are involved in or could benefit from the Contract.
- 13.3. The Buyer represents and warrants that it is familiar with and shall comply with all applicable laws and regulations relating to the use, diversion, trade, export, or re-export of Products and/or Services and that it will not, directly or indirectly, re-sell or divert the Products and/or Services to destinations other than the destination indicated in the Contract, unless agreed in writing by AMMEGA. If the Buyer becomes aware of any possible unauthorized re-sale or diversion, it shall immediately notify AMMEGA in writing.
- 13.4. The Buyer agrees to comply with AMMEGA's (i) Code of Conduct, (ii) Anti-Corruption Policy, (iii) Modern Slavery Act, (iv) Responsible Sourcing Policy, (v) SpeakUp Policy, (vi) Conflict of Interests Policy, (vii) Antitrust Policy, (viii) Human Rights Policy, (ix) Sanctions Policy, (x) Data Protection Policy, (xi) Conflict Minerals Statement, in their current version, as available on: [www.AMMEGA.com/policies](http://www.AMMEGA.com/policies).
- 13.5. The Buyer shall indemnify and hold AMMEGA harmless from, or in connection with, any violation of this section by the Buyer or its employees, consultants, agents, or customers.

## 14. GOVERNING LAW AND JURISDICTION

- 14.1. Any Dispute arising out of or in connection with the Contract shall be governed by, and interpreted in accordance with, the laws of the country or state where AMMEGA has its registered office, excluding the choice of law provisions. The application of the UN Convention on Contracts for the International Sale of Goods 1980 is expressly excluded.
- 14.2. The competent courts of the city in which AMMEGA has its registered office shall have exclusive jurisdiction to hear and determine any legal proceedings arising out of or in connection with the Contract or any matter contemplated by it.
- 14.3. For purpose of this section 14, "AMMEGA" shall be understood as entity, which delivers Products and/or provides Services based on Contract.

## 15. MISCELLANEOUS

- 15.1. The Contract constitutes the entire agreement between the Parties relating to its subject matter and is in substitution of any previous written or oral agreement thereon between Buyer and AMMEGA. Terms or conditions contained in any document issued by Buyer or third parties (i) which are inconsistent or ambiguous with these Conditions; or (ii) which purport to change, suspend, delete, or add to any term or condition contained in these Conditions, are rejected and void.
- 15.2. If a provision of the Contract is or becomes illegal, invalid, or unenforceable in any jurisdiction, this will not affect the legality, validity, or enforceability in that jurisdiction (or other jurisdiction) of any other term of the Contract.
- 15.3. Nothing in the Contract is intended or shall be construed to confer upon or give to any person, firm, or corporation, other than the Parties and their respective successors and permitted assignees, any remedies or rights under the Contract.
- 15.4. Each Party guarantees that it has not entered into the Contract relying on any warranty, representation or undertaking except those expressly set forth in the Contract.
- 15.5. No waiver, alteration or modification of any of the terms of the Contract is valid or binding unless it is in writing and signed by both Parties.
- 15.6. All remedies available to the Parties for breach of the Contract are cumulative and may be exercised concurrently or separately and the exercise of any individual remedy will not be deemed to exclude or preclude the exercise of any other remedies.
- 15.7. Any notice required or permitted under the Contract must be in writing (including email) and must be served by delivering or sending it to a Party in a manner that ensures receipt of the notice can be proved.
- 15.8. Except for assignment or transfer by AMMEGA to a company within the Ammega Group, the rights and/or obligations under the Contract may not be assigned or transferred to any third party without the other Party's prior written consent. It is understood that AMMEGA shall be free to assign the invoices issued in the framework of the Contract to factoring institutions.
- 15.9. The Contract may be executed by scanned copy signed by both Parties which shall be deemed as original(s) and legally binding.
- 15.10. The Contract may be executed by electronic signature, where and to the extent recognized by applicable law, an electronic signature made through the means of Electronic Transmission as defined hereinafter shall be as legally binding as a physical signature. "Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, provided that the transmission is secure and all actions are tracked and recorded by a reliable system, such record being able to be retained, retrieved and reproduced by the recipient and the sender. The Parties agree that the use of DocuSign constitutes an acceptable Electronic Transmission for such purposes.

## **PART B. COUNTRY SPECIFIC TERMS AND EXCEPTIONS**

### **BELGIUM**

#### **Section 9. Limitation of liability and indemnification**

Section 9. point 9.3. shall be supplemented by the following new paragraph:

The Buyer agrees that any liability for direct damages resulting from the acts or omissions of AMMEGA's employees, directors, and contractors, committed in the performance of their professional duties under the Contract, shall be assumed by AMMEGA, subject to the limitations and exclusions of liability set forth in these Conditions.

### **CHINA**

#### **Section 3. Prices and payment**

Section 3. point 3.3. shall be supplemented by adding:



Unless otherwise agreed by the Parties, the Fapiao for the ordered Products and/or Services shall be issued in a reasonable time after AMMEGA's receipt of the corresponding payments.

### **Section 10. Confidentiality**

Section 10. shall be supplemented by the following new paragraph:

10.4. The Buyer understands that AMMEGA is obligated as an "Entrusted Party" under the Personal Information Protection Law of the People's Republic of China and other applicable Chinese data laws with respect to the Chinese personal data that the Buyer provides to AMMEGA and who is responsible for processing the Chinese personal data on behalf of and on the instructions of the Buyer. The Buyer further warrants that it shall comply with all applicable laws in the relevant jurisdiction which it is subject to and shall complete all necessary steps in order for AMMEGA to legitimately process the aforementioned Chinese personal data, including to obtain sufficient and necessary consent, filings, approvals, permits from individual data subjects, competent regulatory authorities, and/or any third parties. The Buyer may request access to and correction of the Chinese personal data or exercise any other rights it may have thereof.

### **Section 15. Miscellaneous**

Section 15. point 15.6. shall be supplemented by adding:

The Buyer agrees to indemnify AMMEGA against any losses or expenses incurred from a result of its breach of the Contract. These expenses and costs that shall be borne by the Buyer under this clause also include actual costs which AMMEGA spends for legal actions (litigation or others) against the Buyer or given rise to due to defaults of the Buyer, such as attorneys' fees, asset preservation insurance fees, translation fees, costs for appraisal and examination, as well as fees for notarization, legalization and apostille, etc.

Section 15. point 15.7. shall be supplemented by adding:

The Parties shall be responsible for the validity of the contact information in the Contract (if any). A notice shall be valid and sufficient if dispatched by e-mail or mail to the address of a Party as set forth in the Contract, even if the notice cannot be delivered successfully.

## **FRANCE**

### **Section 3. Prices and payment**

Section 3. shall be supplemented by the following new paragraph:

3.8. In the event of late payment, late payment penalties shall be due from the first day of delay and for each day of delay at a rate of 3 times the French legal interest rate. A fixed indemnity of forty (40) euros to cover collection costs will also be payable.

### **Section 15. Miscellaneous**

Section 15. shall be supplemented by the following new paragraph:

15.11. Where the Parties have agreed to sign the Contract by electronic signature, this is within the meaning of the provisions of Articles 1367 et seq. of the French Civil Code. Accordingly, they declare that the electronic version of the Contract constitutes the original of the document and is perfectly valid between them. The Parties declare that the contract in its electronic form constitutes literal proof within the meaning of article 1367 of the French Civil Code and has the same evidential value as a written document on paper in accordance with article 1366 of the French Civil Code and may be validly invoked against them. Each of the Parties acknowledges that the electronic signature solution used corresponds to a sufficient degree of reliability to identify the signatories and to guarantee the link between each signature and the contract. The Parties therefore undertake not to contest the admissibility, enforceability or evidential value of the contract signed in electronic form.

## **HUNGARY**

### **Section 3. Prices and payment**

Section 3. point 3.3. shall be amended as read below:

Unless differently indicated in the Order Confirmation, payment term shall be thirty (30) days from the date of invoice. If the Buyer does not make due payment on time, AMMEGA shall apply a late payment interest, which will be 3 percentage points higher than the interest rate defined in Section 6:155 (1) of the Hungarian Civil Code (Act V of 2013).

### **Section 14. Governing law and jurisdiction**

Section 14. point 14.2. shall be amended as read below:

The parties agree that any legal proceedings arising from or related to the Contract shall be exclusively subject to the jurisdiction of the District Court of Budaörs or, depending on the competence, the Regional Court of Székesfehérvár.

### **Section 15. Miscellaneous**

The following sentence of Section 15. point 15.9. shall be removed:

The Contract may be executed by scanned copy signed by the Parties which shall be deemed originals and legally binding.

## **THE NETHERLANDS**

### **Section 4. Delivery**

Section 4. point 1 shall be amended to read as below:

Delivery terms are indicated by AMMEGA in Order Confirmation. All Delivery dates are indicative only unless a fixed period or date is explicitly agreed between the Parties, therefore time is of the essence and these terms are not strict terms as meant in Article 6:83 section a of the Dutch Civil Code. Nevertheless, AMMEGA shall make commercially reasonable efforts to meet delivery dates. Delivery terms may vary in case of manufacturing problems or in the event of Force Majeure, without affecting the validity of Contract.

Section 4 point 4.7. shall be supplemented by the following:

This clause does not in any way exclude the right of AMMEGA to claim statutory damages next to the penalty and/or fulfillment of the obligation, therefore this clause explicitly deviates from Article 6:91 paragraphs 1 to 3 of the Dutch Civil Code.

## **USA**

### **Section 14. Governing law and jurisdiction**

Section 14 point 14.1. shall be supplemented by the following:

Without limiting the foregoing, to the extent applicable, the Uniform Commercial Code as adopted in the state where AMMEGA has its registered office in the United States shall also apply to the interpretation of the Contract.