



General Terms and Conditions for the Provision Services to Körber Group Companies in USA

(October 2018)

1. Definitions, Scope

1.1. These purchasing conditions, including the terms and conditions set forth herein and the terms set forth on the face of the purchase order (this "Agreement"), shall govern the provision of the Services (as defined below) to Körber AG's subsidiaries or affiliates with registered office in United States of America executing this Agreement (the "Buyer"), by any individual, corporation, or other entity performing the Services (the "Supplier") (the Buyer and the Supplier are each a "Party" and collectively, the "Parties"). The "Services" means all services furnished by the Supplier and ordered by the Buyer under this Agreement, which includes all Work Product. "Work Product" means all ancillary goods, products, software, deliverables, documents, analyses, reports, conclusions, information and all other materials associated with the Services and provided by the Supplier to the Buyer pursuant to this Agreement.

1.2. This Agreement, whether or not issued with reference to a quotation or proposal of the Supplier, shall constitute an offer. Acceptance by the Supplier is expressly limited to the terms and conditions of this Agreement and is evidenced by commencement of performance. The Buyer hereby objects to any additional or different terms and conditions proposed by the Supplier at any time in any proposal, quotation, acknowledgment or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties related to the subject matter of this Agreement. The Supplier agrees to perform the Services in accordance with this Agreement, which constitutes the entire agreement between the Buyer and the Supplier for the provision of the Services and supersedes any prior or contemporaneous negotiations, writings or oral agreements related thereto, except as expressly provided herein.

1.3. These purchasing conditions shall apply until revocation by the Buyer of all future performance of services by the Supplier even if they have not expressly been agreed to again. Agreed upon modifications only apply to the Services for which they were confirmed in a signed writing between the Parties.

2. Purchase Orders

2.1. The Services are only to be performed upon the Supplier's receipt of a valid purchase order of the Buyer. Purchase orders of the Buyer are only binding if they are placed by the Buyer in writing or electronically or if they have been confirmed by the Buyer in writing or electronically after the purchase order has been placed orally or by telephone, quoting the purchase order number. The same written confirmation requirements apply to oral ancillary arrangements or subsequent changes of the purchase order. Acceptance of the purchase order by the Supplier has to be made on the form provided for this

purpose on the purchase order, unless otherwise agreed upon in writing by the Parties.

2.2. The Buyer is entitled to cancel any purchase order free of charge unless and until the Supplier provides written acceptance of such purchase order.

2.3. The correct and relevant purchase order number for the Buyer must be stated in all Supplier correspondence, invoices and shipping documents.

2.4. After the Supplier's acceptance of this Agreement, the Supplier shall accommodate and accept all reasonable changes to the purchase order requested by the Buyer in writing. Any claim for an increase in price or for an extension of the performance or completion date of the Services caused by any such Buyer-requested change shall be made by the Supplier within 10 days from the Supplier's receipt of information necessary to make such change. No increase in price or extension of the performance or completion date of the Services shall be binding unless agreed to in writing by the Parties.

2.5. The Supplier is not entitled to subcontract the performance of the Services as a whole or in significant part without the prior written approval of the Buyer.

2.6. The Supplier represents and warrants that any spare or replacement parts necessary for any Work Product to properly function can be supplied to the Buyer for 15 years from completion of the Services on reasonable terms. If the Supplier intends to cease the manufacture or delivery of spare or replacement parts after expiry of the fixed period above, the Supplier is obliged to inform the Buyer of this immediately in writing, giving the Buyer the opportunity to place a final order.

3. Services Scope

3.1. The scope of the Services shall be set forth in a purchase order placed by the Buyer.

3.2. Necessary protective equipment, certificates of origin and storage, assembly and operating instructions and data sheets all issued in English and all other languages specified on the applicable purchase order must be delivered to the Supplier before completion of the Services, as applicable. The same applies to documents required for maintenance and repair of any Work Product.

3.3. The Supplier shall use eco-friendly products and processes within the framework of what is economically and technically feasible. The Supplier will issue a certificate of inspection free of charge for any Work Product delivered at the Buyer's request.

4. Performance Date, Liquidated Damages, Substitute Performance

4.1. Performance dates and deadlines are binding. Rendering of the defect-free and complete Services or, if agreed, the acceptance of the Services by the Buyer at the stated location, is decisive for the observance of any such dates and deadlines.



4.2. Early performance of the Services may only be made with written approval of the Buyer and does not affect the agreed payment date.

4.3. The Supplier must notify the Buyer in writing immediately of any foreseeable exceedance in the performance dates and deadlines, stating the reasons and the probable duration of the delay.

4.4. In the event the Supplier exceeds a performance date or deadline, damages incurred by the Buyer will be difficult to measure. Therefore, the Buyer is entitled to payment of liquidated damages from the Supplier equal to 0.5% of the purchase order value of the Services delayed per full week of delay up to a maximum of 7% of said purchase order value, which must be paid within 30 days of written demand. The Buyer can reserve the right to assert the liquidated damages until the final payment is made.

4.5. If the Buyer is entitled to liquidated damages pursuant to Section 4.4, and after fruitless expiry of an appropriate period of grace set in the Buyer's sole discretion, then the Buyer is in addition entitled to have the Services rendered by a third party at the expense of the Supplier. In such case the Supplier is obliged to surrender the documents required for performance of the Services immediately to the Buyer. If intellectual property rights hinder the performance by third parties, the Supplier is obliged to procure corresponding license to or exemption from these rights immediately.

4.6. The rights of the Buyer in this Section 4 are cumulative with and in addition to any other rights or remedies available to the Buyer under this Agreement, at law or in equity.

The acceptance of a delay by the Buyer for the Supplier's performance of the Services does not constitute any waiver of claims for compensation due under this Agreement or of any rights or remedies available at law or in equity.

5. Termination

5.1. The Buyer may terminate this Agreement for its convenience, in whole or in part, by written or electronic notice at any time, and the Buyer shall not be responsible for payment for any unperformed Services as of the termination date, and the Supplier shall immediately refund to the Buyer any down or advance payment for such unperformed Services. Notwithstanding the foregoing, if the Supplier has sent written acceptance of the Buyer's purchase order as stated in Section 2.2 and the Buyer terminates this Agreement pursuant to this Section 5.1, then the Buyer shall pay to the Supplier all reasonable and direct costs and expenses actually incurred by the Supplier in fulfillment of such purchase order (offset by the Supplier's duty to mitigate damages) before termination. In no event shall Buyer pay for lost or anticipated profits, unabsorbed indirect costs or overhead or any amount in excess of the purchase order price. The provisions of this Section 5.1 shall not limit or affect the right of Buyer to terminate this Agreement for fault.

5.2. If circumstances for which the Buyer is not responsible lead to a closure or impairment of the operations of the Buyer or of the Buyer's customer for whom the Services are intended, the Buyer's obligation to pay for the Services is abated for the

duration of the closure or impairment of operations. In such cases, the Supplier hereby foregoes and expressly waives all rights and remedies it may have against the Buyer.

5.3. The Buyer is entitled to rescind this Agreement either in whole or in part if there is a "force majeure event." A force majeure event is any event outside of the Buyer's reasonable control that negatively affects the Buyer's operations, including, but not limited to, natural disasters, import and export restrictions, strikes, acts of God, acts of terrorism, war (whether or not declared), riots, lockouts or other operational disruptions, both at the Buyer as well as at the Supplier.

5.4. The Buyer is entitled to terminate this Agreement if the Supplier becomes insolvent, makes a general assignment for the benefit of creditors, becomes unable to pay its debts as they mature, files any petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it.

5.5. If the Buyer terminates this Agreement pursuant to this Section 5, the Buyer is entitled to make use of Work Product made available by the Supplier in return for appropriate payment.

5.6. In addition to Buyer's right to terminate this Agreement as otherwise provided herein, Buyer may terminate this Agreement due to Buyer's breach by written notice to Supplier: if Supplier fails to perform any other provision of this Agreement within 10 days after receipt of written notice from Buyer specifying the failure.

6. Place of Performance

Unless otherwise agreed in writing, the place of performance for all Services obligations is the location stated in writing by the Buyer. If no such destination has been stated, the place of performance is the principal office of the Buyer.

7. Prices

7.1. The agreed prices stated in a purchase order are fixed prices. Such prices are inclusive of all payments required of the Buyer, and no additional expenses or costs of the Supplier may be added, and the Buyer shall not be required to reimburse the Supplier for any such costs or expenses. The price components, including any and all sales taxes, must be shown separately by the Supplier on all invoices.

8. Terms of Payment

8.1. The Buyer shall use the method of payment stated in each purchase order, and if no method is stated, then the Buyer may choose a method at its discretion. Fees for the Services may be time and materials, flat fee, or as otherwise specifically stated in the purchase order.

8.2. The payment period begins upon receipt of a proper invoice in duplicate after the Services have been completely rendered or, if agreed, after acceptance of the Services by the Buyer.

8.3. A proper invoice must conform with the terms of this Agreement, including at least the order number and other relevant details. Incorrect invoices are only regarded as received by the Buyer from the time of correction and redelivery by the Supplier. Invoices must be issued in U.S. Dollars unless otherwise



agreed. Online invoices are only permissible with prior written approval of the Buyer.

8.4. Unless otherwise agreed in writing, payments are due 30 days after receipt of a proper and undisputed invoice including a 3% discount or 60 days net. The cash discount is also permissible if the Buyer offsets or withholds payments on account of defects in the Services; the discount period begins after complete elimination of defects in the Services.

8.5. The Buyer shall not be deemed to be in default of this Agreement for past due payments until the Buyer has failed to cure any undisputed past due payments within 30 days of receiving notice from the Supplier.

8.6. The Buyer is entitled to rights of offsetting and retention to the extent permitted by applicable law.

8.7. If any down payments must be made by the Buyer before performance of the Services, the Supplier must provide a corresponding irrevocable letter of credit in favor of the Buyer before the Buyer effects such payment in form satisfactory to Buyer in its sole discretion.

8.8. Payments do not indicate acceptance of the Services as being in accordance with this Agreement. Payments are made subject to subsequent claims.

9. Assignment, Pledging

9.1. The Supplier is not entitled without the Buyer's prior written approval to assign this Agreement, or any of its rights or obligations in this Agreement. If the Supplier nevertheless assigns its rights to receive payments under this Agreement to third parties or has them collected by third parties, the Buyer can, at its sole discretion, pay either the Supplier or such third parties with discharging effect.

10. Representations and Warranties

10.1. The Supplier represents and warrants that all Services are free of defects, comply with this Agreement and its specifications, are suitable for the intended use and application and correspond with the relevant guidelines of professional associations and trade associations. If the Supplier has reservations regarding the Buyer's intended use of the Services, it must notify the Buyer of this immediately in writing. The Supplier further represents and warrants that it has good and marketable title to the Work Product, and that the Work Product is free of all liens and encumbrances.

10.2. The representations and warranties contained in this Section 10 shall survive for 12 months from the later of the completion of the Services or the Buyer's final acceptance of the Services ("Warranty Period").

10.3. In the case of Work Product which the Buyer resells, the Warranty Period begins with the final acceptance of Work Product or the product that incorporates Work Product by the Buyer's customer. The Buyer shall check the Services within an appropriate period for apparent quality and quantity deviation. The Supplier shall be notified immediately of any defects ascertained. The Buyer may reject any non-conforming Services that in the Buyer's judgment are not in accordance with the representations and warranties contained herein.

The representations and warranties shall cover latent defects where the Buyer notifies the Supplier in writing of such latent defects that were initially unapparent to the Buyer as soon as these have been identified in the normal course of business. The notification is regarded as timely if made within a period of 10 working days after identification of the defect.

10.4. In the event of defects or another breach of the Supplier's representations and warranties in this Section 10 occurring within the Warranty Period, the Buyer is entitled to assert, at its discretion, any legal claims or remedies provided for in this Agreement, at law or in equity, and in addition, the Buyer may take either of the following actions: (i) terminate this Agreement and receive reimbursement from the Supplier for all of the Buyer's expenses, payments, costs and damages related to the nonconforming Services; or (ii) require re-performance of the Services by the Supplier until they are defect-free and in accordance with all representations and warranties in this Section 10.

10.5. The Supplier bears all expenses arising in connection with the identification and rectification of any defect in the Services, including examination costs, costs for dismantling and installation, shipment, transport, work, material and travel costs.

10.6. If the Supplier does not meet the demand of the Buyer to rectify the defect within the period (if any) set in the Buyer's sole discretion, the Buyer is entitled to carry out the measures required to rectify the defects itself or have them carried out by third parties at the expense of the Supplier.

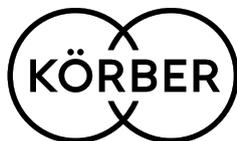
10.7. Measures to correct minor defects or to avoid disproportionately great damage or to avoid threats to operational safety for the Buyer or third parties may be carried out by the Buyer or by third parties engaged by the Buyer, without prior consultation with and at the sole expense of the Supplier. The Buyer shall inform the Supplier immediately of the reason, nature and scope of these measures. This does not affect the remedies of the Buyer if the Supplier is in breach of its representations and warranties in this Section 10.

10.8. The Warranty Period is extended by the duration of the interruption of use of Work Product or any items related to the Services which cannot be used by the Buyer for the duration of the defect and / or the defect rectification. For re-performance of the Services, the Guarantee Period for any defect restarts at the time of the successful rectification of such defects.

11. Third-Party Rights, Indemnification

11.1. The Supplier represents and warrants that the Services are free from any third-party rights, and do not infringe upon the intellectual property rights of any third party.

11.2. The Supplier shall indemnify, defend and hold the Buyer and its affiliates, employees, directors, officers, agents, contractors and customers harmless from all damages, expenses, losses, fines, penalties and costs (including attorneys' fees) arising from or related to (i) the Services, or (ii) the Supplier's breach of this Agreement, including any representation or warranty contained herein.



The Supplier and the Buyer will inform each other immediately of risks of a legal infringement or claim or alleged legal infringements or claims that emerge.

11.3. If third-party rights are infringed by use of the Services, the Supplier shall: (i) modify the Services so they do not infringe; or (ii) obtain a license for the Buyer (at the Supplier's sole expense) to use the infringing Services. The Supplier is obliged to support the Buyer in out-of-court disputes with the holder of the rights which the Services infringe (or allegedly infringe) upon and in lawsuits filed by the latter.

In the case of defects in title, the rights of the Buyer are determined according to applicable law. Notwithstanding the foregoing, the period of limitation for defects-in-title claims is 10 years, beginning upon the commencement of the Warranty Period.

12. Software, Intellectual Property Ownership, License

12.1. The Supplier agrees that all trade secrets, trademarks, patents, ideas, concepts, processes, copyrights, improvements, inventions or other intellectual property, whether or not actually patentable or copyrightable, and all Work Product (collectively, "IP"), written, created, made, acquired, disclosed, delivered, developed or conceived by the Supplier in the course of or in relation to the provision of the Services, and/or jointly between the Supplier and the Buyer during the term of this Agreement, shall be deemed "works for hire" under the U.S. Copyright Act and the Buyer shall own all right, title and interest in IP. If any IP is of a nature that it cannot be considered a work for hire, then the Supplier hereby assigns to the Buyer, free from any obligation to it, all of its right, title and interest in and to any and all IP. The Supplier further agrees to deliver to the Buyer any and all information, documents, digital data, drawings, notes, photographs, copies and specifications, memoranda and data relating to IP, to cooperate fully during this engagement with the Buyer and thereafter in securing ownership or copyright, trademark or patent protection or other similar rights in the United States and foreign countries, and to give evidence and testimony and to execute and deliver to the Buyer all documents requested by it in connection therewith.

12.2. To the extent that a third party owns and the Supplier does not have the ownership rights necessary to transfer and assign IP pursuant to Section 12.1, the Supplier grants to the Buyer and its subsidiaries and affiliates a perpetual, worldwide, fully paid-up, royalty-free, irrevocable, sublicensable, non-exclusive license to manufacture, sell, offer for sale, import, display, copy, create derivative works, or use any IP (the "License"). This Agreement does not grant the Supplier any rights of ownership or a license under any IP owned or controlled by the Buyer or any related entity. The Supplier represents and warrants that it has the full rights necessary to grant the License to the Buyer.

12.3. The Supplier grants to the Buyer and its subsidiaries and affiliates a perpetual, worldwide, fully paid-up, royalty-free, irrevocable, sublicensable, non-exclusive license to use any and all software and associated documentation delivered or supplied to the Buyer for the Buyer's business purposes and to the extent required for the use of the Services.

12.4. The Supplier shall check the software before its delivery and installation with up-to-date, standard virus protection programs for viruses, Trojans or other computer malware, and the Supplier shall be solely responsible for any defects in the software and any damage to the Buyer's systems caused by the software.

13. Legal Requirements, Quality Assurance, Product Liability

13.1. The Supplier is reminded that the Buyer sells its products worldwide.

13.2. The Supplier undertakes to observe the legal provisions applicable to the Services at the place of any performance, especially regarding accident prevention, industrial and machine safety and environmental protection. The Supplier represents and warrants that it will comply with all applicable law in performance of the Services.

13.3. The Supplier must carry out quality assurance programs, policies and procedures in accordance with state of the art technology, suitable in type and scope, and on request demonstrate this to the Buyer.

The Supplier will execute the Buyer's corresponding quality assurance agreement on request.

13.4. The Supplier shall take out commercially reasonable and adequate insurance in the following types: (i) product liability, including any recall risk, (ii) commercial general liability, (iii) professional liability, (iv) workers' compensation, and (v) if the Supplier will access the Buyer's network or data systems, cyber liability insurance including coverage for the loss or improper access or disclosure of data or confidential information (the "Insurance Policies"). The Insurance Policies must name Buyer as an additional insured and contain a clause that the insurer shall endeavor not to cancel without first giving the Buyer 30 days' prior written notice. The Supplier shall present a certificate of the Insurance Policies to the Buyer on request and in a form satisfactory to the Buyer. The Insurance Policies shall have commercially reasonable deductibles and per occurrence and aggregate limits in amounts satisfactory to the Buyer.

13.5. The Supplier must notify the Buyer without being asked and immediately of changes in the composition of the processed material or structural design used in the performance of the Services. Any such changes require the written approval of the Buyer.

14. Customs Law and Foreign Trade Legislation

14.1. The Supplier undertakes to comply with the applicable national and international customs and foreign trade legislation (together "foreign trade law"). The Supplier must inform the Buyer in writing at the latest two weeks after completion of the Services and in the case of changes immediately of all information and data which the Buyer requires to comply with foreign trade law in the case of export, import and re-export, in particular:

- all applicable export list numbers including the export control classification number pursuant to the US Commerce Control List (ECCN);
- the statistical goods number pursuant to the current goods allocation of the foreign trade statistics and the HS (Harmonized System) Code and



- Country of origin (non-preferential origin) and if requested by the Buyer, supplier declarations on the preferential origin (in the case of European suppliers) or certificates of preference (in the case of non-European suppliers).

All information and data designated previously are agreed as the constitution of the supply.

14.2. If the Supplier fails to perform its obligations according to this Section 14, the Supplier shall be in breach of this Agreement and the Buyer may terminate this Agreement for cause.

15. Work Product; Advertising; Confidentiality

15.1. Work Product shall become the property of the Buyer upon payment. Prior to completion of the Services, Work Product must be treated carefully by the Supplier, labeled as the property of the Buyer and, if possible, stored separately from the other products of the Supplier and insured against loss and other damage at the expense of the Supplier. At the Buyer's request, the Supplier must surrender Work Product free of third-party rights to the Buyer without exception.

15.2. All drawings, plans, sketches and other technical documents and materials, and all derivations thereof, provided to the Supplier for the performance of the Services remain the sole property of the Buyer even in the case of processing, altering, copying, or modifying by the Supplier. They must be returned immediately to the Buyer upon the earlier of the completion of the Services or on the Buyer's request.

15.3. This Agreement and any material transmitted to the Supplier is information confidential or proprietary to the Buyer, its subsidiaries or affiliates, and such information is not to be used by the Supplier other than for provision of the Services. The Supplier shall hold such information in the strictest confidence and not disclose such information to third parties without the prior written consent of the Buyer, except for Supplier's employees who have a reason to know the same in order to perform the obligations in this Agreement. The Supplier will execute a confidentiality and non-disclosure agreement if required by the Buyer. The Supplier will take reasonable measures to protect such information from misuse and unauthorized access or disclosure, but in no event less than the measures it takes to protect its own information. The Supplier shall not reverse engineer, decompile or dis assemble any physical object containing Buyer's confidential information. The Supplier will promptly return or destroy such information upon conclusion of performance of the Services or the termination of this Agreement, or earlier if requested by the Buyer. The Supplier shall notify the Buyer immediately, but in no

case less than two working days, and provide full information regarding any potential breach or improper use or disclosure of such information.

15.4. The Supplier may only refer to the business relationship with the Buyer with the prior written approval of the Buyer. The Supplier is not entitled to use trade names, logos or trademarks of the Buyer.

15.5. The Supplier is forbidden to present the Work Product at fairs or make the same accessible to third parties.

15.6. If Supplier and Buyer have entered into a separate non-disclosure agreement, the terms of such agreement that are not in conflict with the provisions of this Section 15 shall be incorporated herein by reference and shall be binding upon the Parties.

16. Partial Invalidity

Should a provision of this Agreement be invalid as a matter of law, either in whole or in part, this shall not affect the validity of the remaining provisions. The Supplier and the Buyer shall endeavor to agree on a valid provision that comes as close as possible to the invalid provision in business terms. If no agreement is reached, the court shall decide.

17. Place of Jurisdiction and Applicable Law

17.1. Any proceeding arising out of or relating to this Agreement shall be brought in the courts located in the jurisdiction of the principal office of the Buyer, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. Each Party acknowledges and agrees that this Section constitutes a voluntary and bargained-for agreement between the Parties.

17.2. The laws of the State of Delaware shall govern this Agreement, without regard to its conflict of laws principles. The application of the conflict of laws of international private law (IPR) and of the UN Convention on the International Sale of Goods (CISG) is excluded.

18. Independent Contractor

18.1 The Supplier is an independent contractor. Nothing in this Agreement, and no conduct, communication, trade practice or course of dealing between the Parties or their subsidiaries or affiliates, shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship.

Note on compliance

We advise that our employees are instructed to strictly comply with all applicable law and the Values and Principles of Körber AG. In particular, our employees are not allowed to demand or to accept any inappropriate favors and donations, or to accept any promise hereof. You will find further details in our code of conduct at www.koerber.de/en/corporate-responsibility/corporate-governance/compliance.