

## Pilz Poland General Trading Terms

### GENERAL TRADING TERMS FOR SALES OF PRODUCTS

#### § 1

##### **General Provisions**

(1)

These General Trading Terms for Sales of Products of Pilz Polska sp. z o.o. ("General Trading Terms for Sales of Products" or "GTTSP") apply exclusively to the sales and deliveries of Products by Pilz Polska sp. z o.o. ("Pilz").

(2)

These General Trading Terms for Sales of Products apply to all legal relationships of Pilz resulting from Product sale and delivery agreements entered into by Pilz. These General Trading Terms for Sales of Products apply also to all other agreements, if Pilz has named them as binding for such agreements.

(3)

If the buyer or recipient (purchaser) of the Products uses its own different or additional contractual terms, general terms of contracts, arrangements etc., which contradict these terms, such terms do not constitute a part of the agreement if Pilz is the seller or supplier (dealer), even if Pilz is fully aware of them, unless their use for the purpose of a particular agreement is confirmed by Pilz in writing on pain of invalidity.

(4)

In particular, the General Trading Terms for Sales of Products will continue to apply when Pilz delivers goods to a buyer or recipient (purchaser) without reservations, being fully aware of contractual terms, general terms of contracts, regulations etc. used by the buyer or recipient (purchaser) that contradict, supplement or differ from these terms.

(5)

In the meaning of the GTTSP, a product is any article which is or will be included in the Pilz offer (and was, is or will be assigned a catalogue number) and is not a service.

#### § 2

##### **Offers and Offer Documents**

(1)

Pilz reserves the right to change the specification and introduce justified changes concerning the shape, colour and/or weight of ordered Products.

The compliance of Products with technical specifications or other information/details found in catalogues, printed materials, part lists or drawings/sketches is assumed confirmed only to the extent to which such specifications or other information are expressly mentioned in a description given in the Pilz offer. A general reference to documents or drawings is considered only as confirmation that the Products offer a particular function.

(2)

An Product sale or delivery agreement is considered concluded if Pilz accepts the order for processing within 4 weeks from the order date. Acceptance of the order for processing by Pilz will occur in writing, electronically, or by delivering the Product to the buyer or recipient.

(3)

If a manifest error or typographical mistake occurs in the Pilz offer or a written or electronic confirmation of accepting the order for processing by Pilz, then Pilz reserves the right, without prejudice to all other rights of Pilz, to withdraw from the agreement within 10 business days from the date on which Pilz learned about the manifest error or typographical mistake.

(4)

Pilz's performance of an agreement to sell or deliver the Products is contingent upon timely deliveries from Pilz subcontractors, in accordance with the terms of agreements with these subcontractors. Should Pilz be unable to deliver a Product, the purchaser will be promptly advised that the Product is unavailable, and any advances paid by the purchaser will be reimbursed immediately, that is within no more than 14 days.

(5)

Pilz retains the right of ownership of and copyright to all illustrations, sketches, models, samples, calculations, estimates, and other documents and materials, as well as data found in such documents and materials, and prohibits sharing them with third parties. This applies in particular to written documents marked as "confidential" and any data contained therein. Such documents, as well as other materials to which this point (5) applies, should be returned without reminder and without paying any fees on each request of Pilz. The buyer or recipient (purchaser) will be fully liable for the loss and damage sustained by such documents or materials. The buyer or recipient (purchaser) has no right to retain such documents and materials, and moreover will ensure that they are stored securely and not copied without the prior consent of Pilz which must be expressed in writing on pain of invalidity. The aforesaid documents and other materials, as well as intellectual property, should be stored by the buyer or recipient (purchaser) in a manner that preserves their secrecy, unless they are or have become public domain without the involvement of the buyer or recipient (purchaser) or entities and persons for whose acts and omissions it is liable.

Materials and other documents, as well as their contents, which are trademarked or protected by Pilz as an enterprise/business secret, can be used by the purchaser solely in accordance with conditions expressly specified by Pilz.

#### § 3

##### **Scope of Delivery**

(1)

When choosing the Products for a submitted order, the purchaser is obliged to name each sale or delivery individually according to the specific intended purpose of the Product, having regard to all material technical aspects. If the purchaser does not submit such information or the information submitted by the purchaser proves incomplete, general information about a Pilz Product will apply whenever necessary.

(2)

The final scope of sale or delivery of Products will be specified when Pilz accepts an order for processing. If the confirmation provided by Pilz does not contain any details referring to delivery specification, this means that the delivery will be carried out according to the specification stated by the purchaser in the order. Any additional arrangements and alterations need to be confirmed by Pilz in writing on pain of invalidity.

(3)

Pilz will not accept any returned packaging. The purchaser is obliged to dispose of such packaging at its own cost.

(4)

During sale or delivery, Pilz reserves the right to introduce amendments to the Products as regard their design and shape, based on technical improvements and/or legal requirements, provided that they do not materially change the delivered Product.

#### § 4

##### **Prices / Terms of Payment**

(1)

Except as otherwise agreed, the prices are ex-works prices according to Incoterms 2010 plus the statutory goods and services tax rate.

(2)

Except as otherwise agreed, the prices of all delivered goods are catalogue prices applicable at Pilz on the day of issuing the invoice (date of issuing the VAT invoice).

(3)

Rebates will be offered only when expressly provided for in the offer.

(4)

Except as otherwise noted when accepting an order for processing, the term of payment of the entire sales price together with the goods and services tax due under applicable provisions of law is 14 calendar days from the date of issuing the VAT invoice. If the purchaser defaults on timely payment, Pilz will be entitled to demand the payment of statutory interest on overdue amounts.

(5)

Pilz is entitled to issue partial VAT invoices for partial deliveries or sales of Products in batches. The payment deadlines will run separately for each partial VAT invoice.

(6)

Pilz is entitled to credit any payments made towards due liabilities in reverse chronological order.

(7)

Should the purchaser's financial condition deteriorate significantly after Pilz has accepted an order for processing or Pilz learns about a prior deterioration of the purchaser's financial situation which in the belief of Pilz might prejudice the purchaser's credit standing, Pilz will be entitled to demand, at its own discretion, that an advance payment or other form of collateral be provided. In addition, it is a standard practice of Pilz to require an advance payment from all new Customers. Pilz is entitled to withdraw from a sale or delivery agreement should the purchaser fail to comply with Pilz's request.

(8)

The prices apply solely to sales and deliveries effected on the territory of Poland

#### § 5

##### **Open Orders**

Open orders will be carried out in agreed time slots and/or on agreed dates based on a schedule agreed with Pilz in writing.

#### § 6

##### **Delivery Date / Delayed Delivery**

(1)

If any of the conditions necessary for Pilz to sell or deliver the Products are not met and therefore some technical doubts remain, or Pilz does not receive all documents to be obtained or produced by the purchaser, such as for example drawings, descriptions, any permits or approvals to be submitted by the purchaser, or any agreed advance payments are not credited at Pilz's bank account, or if any doubts not resolved by the purchaser remain, the delivery date set out by Pilz is postponed until the purchaser removes any existing obstacles.

(2)

The sale/delivery date of the Products is assumed to be complied with if the articles to be sold/delivered left the Pilz warehouse before the agreed sale/delivery date or alternately before the sale/delivery date specified by Pilz within at most one week after that date, or if the purchaser was notified about an article being ready for shipping before the expiry of the calendar week stated when accepting the order for processing.

(3)

The sale/delivery date of the Products will be prolonged accordingly if circumstances over which Pilz has no control arise, insofar as such circumstances delay the sale/delivery date. The above applies in particular to events affecting a Pilz subcontractor. The provision of this point (3) applies in particular to events resulting from labour disputes, including strikes and lockouts. Pilz may not be held liable for any delay in sale or delivery of the Products that results from circumstances listed in this point (3) also when such circumstances take place during an ongoing delay. Pilz will notify the purchaser as soon as possible about the onset and cessation of the circumstances referred to in this point (3).

(4)

Should sales or deliveries of Products be delayed, the purchaser will not be entitled to seek any damages for such delays, except in cases resulting exclusively from the wilful misconduct of Pilz.

#### § 7

##### **Returns of Goods / Costs of Order Cancellation**

(1)

The general rule is that goods delivered by Pilz cannot be returned, provided that the delivery occurred in compliance with the order submitted by the purchaser. Pilz will be entitled to deviate from this rule in justified cases, however the goods must be returned in original packaging. In such case, the purchaser is obliged to reimburse Pilz for 20% of the net catalogue price of the returned goods as compensation for order reprocessing and storage costs.

(2)

If an order is cancelled by the purchaser, Pilz will be entitled to demand the payment of a contractual penalty equal to 10% of the catalogue price (together with the due goods and services tax) to cover the costs of order processing and compensate for lost profits, which does not prejudice the right of Pilz to seek damages in excess of the reserved contractual penalty on general terms.

#### § 8

##### **Failure / Delay to Collect the Goods**

(1)

If the purchaser does not collect the Products or breaches any other obligation under the agreement to sell or deliver the Products, Pilz will be entitled to demand damages for all losses sustained, including all additional expenses and outlays. In such case, the risk of accidental damage, loss or destruction of the Products passes to the recipient by the date on which the purchaser was obliged to collect the Products.

(2)

When the deadline to deliver or sell the Products is postponed on request of the purchaser or for reasons attributable to the purchaser, the purchaser will be charged with all resulting costs of Product storage from the beginning of the month in which the Products were notified as ready for shipping/delivery, the minimum amount of costs being 0.5% of the gross value of the Product sale or delivery agreement for each commenced month of Product storage. Pilz is entitled to seek damages in excess of the amount due to Pilz according to the provisions of the preceding sentence.

(3)

Regardless of the rights provided for in this section, Pilz will be entitled to withdraw from the agreement once it has requested the purchaser to collect the Products and granted a grace period, within 10 business days from the deadline set by Pilz, and will also be entitled to deliver the Products to the purchaser at the cost and risk of the latter.

#### § 9

##### **Place of Performance**

For each delivery agreed to take place ex-works in accordance with Incoterms 2010, the place of performance of the contractual obligation is Warsaw.

#### § 10

##### **Passing of Risk**

(1)

Except as otherwise agreed, each delivery takes place ex-works according to Incoterms 2010.

(2)

The provisions of this section apply also when partial deliveries have been agreed.

(3)

When Pilz consents to cover the costs of transport, delivery or assembly of the Products upon accepting the order for processing, such consent will not affect the provision of the GTTSP concerning passing the risk of accidental loss, damage or destruction of the Products to the purchaser.

(4)

If sale or delivery of the Products is delayed as a result of circumstances attributable to the purchaser, the risk of accidental loss, damage or destruction passes to the purchaser as of the date on which the Products were ready for shipping.

(5)

The purchaser is not entitled to refuse collecting the Products, including Products with non-essential defects, while retaining its rights under section 11 (Warranty).

(6)

Pilz is entitled to ship/deliver the Products in batches.

#### § 11

##### **Warranty**

(1)

The warranty period is 12 months and runs from the date on which the risk of accidental loss, damage or destruction of the Products has passed to the purchaser.

(2)

The warranty and liability of Pilz is limited to performing the agreement by delivering a functioning Product, and if the Product is not functioning for reasons inherent in the Product, by having Product repaired or replaced at the discretion or Pilz. If a defect is to be repaired, Pilz will bear the necessary costs of repair.

If for legal or commercial reasons additional activities are required to repair the end Product and the repair takes place in fulfilment of the sale or delivery agreement during combining, matching, processing, or other repair of damages, Pilz will not reimburse the purchaser for the cost of such additional activities in proportion to the value of the delivered Product as compared with the sale price of the end Product. The provision referred to in the preceding sentence applies also when performance of sale or delivery is related to end Products which are not combined, matched, or processed together with other Products, or for Products whose further processing had already been completed.

If the Product is defective and activities undertaken at least twice to deliver a working Product or repair the Product by a reasonable date, taking into account the actual circumstances of the sale or delivery, not shorter however than 60 calendar days, prove ineffective, the purchaser will be entitled to withdraw from the agreement within no more than 10 calendar days from the date on which Pilz confirmed that proper performance of the sale/delivery agreement is not possible. The purchaser is however not entitled to withdraw from the agreement if the breach of the sale/delivery agreement is not essential, especially in case of minor Product damage. The purchaser is in no case entitled to demand the reduction of the Product price / Pilz remuneration.

(3)

Subject to point (4), the purchaser is not entitled to seek damages for losses caused by a defect of the Product.

(4)

If a defect cannot be repaired and the purchaser seeks damages following its withdrawal from the agreement pursuant to the GTTSP, the Products remain with the purchaser until collected by Pilz. Pilz is not obliged to bear the costs of storing such Products for a period necessary to collect the products without undue delay.

In the case referred to in the first sentence of this point (4), the damages will be limited to the difference between the purchase price of the Product and the actual value of the defective Product, and if the Product was repaired by a third party, the damages will be limited to the difference between the Product purchase price increased by the remuneration paid to the third party and the actual value of the defective Product less any expenditures and outlays spared by Pilz. If the Products have defects arising from matching, combining, or processing (further processing) of defective Products, Pilz is

## Pilz Poland General Trading Terms

not obliged to pay damages for loss in proportion to the ratio between the actual value of the delivered Product and the purchase price expected for the final Product if the delivery was free of defects.

(5)

The Product descriptions published by Pilz do not contain any Product design details. No public statements, promotions or advertisements of the Product may be considered to describe Product design details.

(6)

Should the purchaser receive incomplete Product installation instructions, Pilz will be obliged only to deliver complete Product installation instructions, and only when the incompleteness of the instructions could hinder the proper installation of the Product.

(7)

The warranty expires when the purchaser fails to notify Pilz about obvious faults within two weeks from the date of collecting the goods and about latent faults within two weeks from the date of discovering the faults, not later however than the end of the warranty period. All faults, including legal defects, should be reported in writing on pain of invalidity.

(9)

It is the obligation of the purchaser to prove that the faults are reported by the deadlines referred to in point (8) of this section. The purchaser is also obliged to prove that it did not undertake any actions in order to repair the fault on its own.

(10)

It is the obligation of the purchaser to document both the fault and the resulting loss, regardless of the preceding provisions, in a manner compliant with generally accepted technical standards.

(11)

Pilz does not grant to the purchaser any additional legal warranties and is not liable under statutory warranty.

§ 12

### Limitation of Liability

(1)

Pilz is not liable, including under warranty, in particular when the faults occurred after the risk of accidental loss, damage or destruction of the Product has passed to the purchaser, when the purchaser was aware of the defect upon purchasing the Product, when the purchaser failed to comply with the operating instructions while using the Product, when the Product is not compliant with individual specifications submitted by the purchaser, when the purchaser selected Product components or its own, when the purchaser used the Product contrary to its purpose, when the Product was installed in an improper location or manner, when the faults are minor or the breach of the provisions of the sale or delivery agreement is not essential, or when the purchaser is at fault. The burden of proof that circumstances excluding the liability of Pilz did not take place rests with the purchaser.

(2)

The liability of Pilz is in any case limited to the average level of direct loss which can be expected for a Product of that kind and the sale or delivery agreement typical for it.

(3)

All other claims against Pilz that are not mentioned in the following provisions of this section are excluded. Specifically, Pilz is not liable for damage not caused directly by Products actually delivered, in particular for lost profits or damage to any other assets belonging to the purchaser or a third party, including products produced as a result of matching, combining, processing and/or further processing of the Products.

(4)

The exclusion and limitation of liability listed in points (1) and (2)

(2) does not apply to losses caused by death or bodily injury intentional or resulting from wilful misconduct or gross negligence of Pilz. In such case, the liability will be limited to the average level of direct loss which could be expected in a typical sale or delivery agreement.

(5)

If Pilz breaches essential provisions of a sale or delivery agreement, the liability of Pilz for paying damages in case of property loss will be limited to the amount of Pilz's third party liability, unless the breach is the result of wilful misconduct or gross negligence of Pilz.

If Pilz liability is excluded or limited, the exclusion or limitation also applies to the personal liability of hired personnel, employees, associates, agents and anyone acting on the authority or in the name of Pilz.

(6)

The liability of Pilz is excluded in general if the delivered article, following a request of the purchaser, contains components other than manufactured or named by Pilz. The purchaser bears the burden of proof that such modification did not cause a fault of the delivered Product.

(7)

Pilz is not liable for any installation or other works related to the Product which were undertaken by the purchaser on its own. Proving that installation was performed correctly is an obligation of the purchaser.

§ 13

### Retention of Title

(1)

The Products remain the property of Pilz until all claims resulting from current business relationships with the purchaser are fully satisfied.

When the purchaser fails to perform or performs incorrectly the sale or delivery agreement, especially when the payment is delayed, Pilz is entitled to demand that the Product covered by the agreement be handed over. Exercising the right to demand Product handover does not constitute withdrawal from the sale or delivery agreement, unless expressly affirmed by Pilz in writing.

(2)

Until the proper performance of the sale/delivery agreement by the purchaser, the purchaser is obliged to observe due care in using and storing the Product. In particular, the purchaser is obliged to insure the Product, at its own cost, against fire, flood and theft and to maintain such insurance for a sum equivalent to the value of a new Product. If maintenance and inspection works are required, the purchaser should conduct them in a regular and timely manner at its own cost.

(3)

Until the proper performance of the sale/delivery agreement by the purchaser, the purchaser is obliged to immediately notify Pilz of any takeovers or handovers of the Product by third parties and to cover all Pilz losses related to such takeover or handover of the Product by third parties.

In addition, the Purchaser is also obliged to promptly notify Pilz in writing if the Product is in any way damaged, destroyed or lost, and is likewise obliged to reimburse Pilz for all losses sustained as a result.

The purchaser is obliged to immediately notify Pilz of any change of the place of its business activities.

(4)

Until the proper performance of the sale/delivery agreement by the purchaser, any processing or modernisation of the Product done by the purchaser must always be conducted in the name and on the authority of Pilz. If the Product is processed together with other products not owned by Pilz, then Pilz will acquire a share in the right of joint ownership in proportion to the value of the Product compared to other processed products at the moment of processing.

In all other respects, the newly produced product will be subject to the same clauses as a delivered Product the title to which is retained by Pilz.

(5)

Until the proper performance of the sale/delivery agreement by the purchaser, if the Product is combined with other products not owned by Pilz, then Pilz will acquire a share in the right of joint ownership of the new product in proportion to the value of the Product compared to other processed products at the moment of combining.

If the products are combined so that the purchaser's products can be considered as the major component, it is deemed that the purchaser grants to Pilz a proportional share in the right of joint ownership.

§ 14

### Special Right to Terminate the Agreement / EU Anti-terrorist Legislation

(1)

Insofar as the provisions of an agreement between Pilz and the purchaser may violate existing domestic and international legislation (such as the EU anti-terrorist legislation), Pilz will be entitled to terminate the agreement with immediate effect.

(2)

In such special case the purchaser will not be entitled to demand any compensation.

(3)

The purchaser should be aware of all essential legislation that might prevent Pilz from performing the sale or delivery agreement.

§ 15

### Final Provisions

(1)

Any additional agreements bind Pilz only if confirmed by Pilz in writing on pain of invalidity.

(2)

The GTTSP are governed by Polish law. In matters not regulated herein, the respective provisions of the Civil Code and other applicable provisions of law apply.

(3)

The Parties agree that all disputes between Pilz and the purchaser related to the interpretation or performance of the sale or delivery agreement and the GTTSP will be resolved by mutual agreement. If achieving an agreement is not possible, the court competent to resolve the dispute will be the common court having jurisdiction according to the seat of Pilz.

(4)

For the avoidance of doubt, the Parties agree that if any of the provisions of the GTTSP becomes null and void or has another legal defect, this will not affect the other provisions of the GTTSP. As far as invalid or unenforceable provisions are concerned, the Parties will negotiate in good faith, insofar as possible, alternative provisions which are binding and enforceable and reflect the original intent of the Parties.

### Notes Concerning Occupational Health and Safety

Pilz provides its services while observing occupational health and safety (OHS) regulations. Pilz may, based on a separately submitted and accepted order, undertake an assessment of the safety situation, inspect the compliance of implemented safety measures with suitable provisions and standards, and modernise the safety controls of a machine or production line in order to suggest additional safety-related solutions beyond the standards applicable at the Customer's site.

### GENERAL TRADING TERMS FOR SALES OF SERVICES

§ 1

#### General Provisions

(1)

These General Trading Terms for Sales of Services of Pilz Polska sp. z o.o. ("General Trading Terms for Sales of Services" or "GTTSS") apply exclusively to the sales and deliveries of Services by Pilz Polska sp z o.o. ("Pilz").

(2)

These General Trading Terms for Sales of Services apply to all legal relationships of Pilz resulting from Service sale agreements entered into by Pilz. These General Trading Terms for Sales of Services apply also to all other agreements, if Pilz has named them as binding for such agreements.

(3)

If the purchaser of the Services ("Customer") uses its own different or additional contractual terms, general terms of contracts, arrangements etc., which contradict these terms, such terms do not bind the Parties with respect to the agreement concerning Services sold by Pilz, even if Pilz is fully aware of these terms, unless their use for the purpose of a particular agreement is confirmed by Pilz in writing on pain of invalidity.

(4)

In particular, the General Trading Terms for Sales of Services will continue to apply when Pilz delivers Services to a customer without reservations, being fully aware of contractual terms, general terms of contracts, regulations etc. used by the Customer that contradict, supplement or differ from these terms.

(5)

In the meaning of the GTTSS, a service is an action undertaken by Pilz to achieve a specific purpose on request of the customer as per the Pilz offer.

§ 2

### Offers and Offer Documents

(1)

Pilz reserves the right to change the specifications and make justified changes while providing the Services.

Compliance with technical specifications or other information/details found in catalogues, printed materials, part lists or drawings/sketches is assumed confirmed only to the extent to which such specifications or other information are expressly mentioned in a description given in the Pilz offer. A general reference to documents or drawings is considered only as confirmation of particular function.

(2)

A Service sale agreement is considered concluded if Pilz accepts the order for processing within 4 weeks. Pilz accepts an order for processing electronically, including by assigning resources to a Service and notifying the Customer of this fact via electronic means, by providing the Service to the Customer, or alternately in writing.

(3)

If a manifest error or typographical mistake occurs in the Pilz offer or a written or electronic confirmation of accepting the order for processing by Pilz, then Pilz reserves the right, without prejudice to all other rights of Pilz, to withdraw from the agreement within 10 business days from the date on which Pilz learned about the manifest error or typographical mistake.

(4)

Pilz's performance of an agreement to sell the Services is contingent upon timely deliveries from Pilz subcontractors, in accordance with the terms of agreements with these subcontractors, as well as the Customer's submission of documentation in electronic form which is necessary to provide the service.

Should Pilz be unable to provide the Services, the purchaser will be promptly advised that the Service is unavailable, and any advances paid by the purchaser will be reimbursed immediately, that is within no more than 14 days.

(5)

Pilz retains the right of ownership of and copyright to all illustrations, sketches, models, samples, calculations, estimates, and other documents and materials, as well as data found in such documents and materials, and prohibits sharing them with third parties. This applies in particular to written documents marked as "confidential" and any data contained therein. Such documents, as well as other materials to which this point (5) applies, should be returned without reminder and without paying any fees on each request of Pilz. The Customer will be fully liable for the loss and damage sustained by such documents or materials. The Customer has no right to retain such documents and materials, and moreover will ensure that they are stored securely and not copied without the prior consent of Pilz which must be expressed in writing on pain of invalidity.

The aforesaid documents and other materials, as well as intellectual property, should be stored by the Customer in a manner that preserves their secrecy, unless they are or have become public domain without the involvement of the Customer or entities and persons for whose acts and omissions it is liable.

Materials and other documents, as well as their contents, which are trademarked or protected by Pilz as an enterprise/business secret, can be used by the Customer solely in accordance with conditions expressly specified by Pilz.

(7)

The offer drafted by Pilz will take into account the condition of the machine or product line described by the Customer to Pilz. In particular, when drafting an offer to modernise security controls, Pilz will be entitled to assume that no damage or faults are present other than those resulting from regular wear and tear or notified to Pilz by the Customer. Pilz will notify the Customer of any damage or faults discovered during disassembly and/or performance of the agreement in comparison with the condition described by the Customer. If Pilz deems it necessary, Pilz will draft and submit to the Customer an additional evaluation taking into account damage and/or faults not accounted for while drafting the offer. The scope and prices of additional services will be agreed between Pilz and the Customer separately, subject to additional evaluation. The costs of materials stated in the additional evaluation will apply only when the machine or production line is modernised by Pilz on a separate request of the Customer.

(8)

Except as stated otherwise in the General Trading Terms of Sales of Services, Pilz Services will be provided in compliance with generally applicable provisions of law and in the scope stated in the offer. Following an extra order of the Customer, Pilz may draft an additional offer that includes services separately agreed between the Parties.

(9)

Both Pilz and the Customer are obliged to demand, in writing, that amendments be made to the agreed scope of Service performed by Pilz, which should be submitted to the other Party before the planned Service completion date so as to allow the Service to be performed by the planned deadline. If either Party receives a request that the agreed scope of Service be amended, Pilz or the Customer, as the case may be, will immediately decide whether such amendment is feasible under a particular agreement. The other Party to the agreement will be immediately notified in writing whether the Party that received the request for amendments considered them feasible under the agreement and whether it accepts their cost. Should the performance of an agreement, taking into account any requested amendments, require Pilz to carry out additional works or deliveries, Pilz will be entitled to charge the Customer for any related costs. The scope of additional Pilz works, the extent of amendments to the previously agreed scope of the Service provided by Pilz, and the related extra Pilz costs will be confirmed by a separate annex to the agreement.

§ 3

### Order Fulfilment

(1)

Pilz will fulfil the orders based on the current state of knowledge and technology available to Pilz.

(2)

Pilz is the sole entity authorised to instruct other persons and entities, including its employees and associates, which it employs to fulfil the order on behalf of the Customer.

**Pilz Poland General Trading Terms**

(3)  
Pilz is authorised to employ the services of third parties while fulfilling the orders and is liable for their acts and omissions as for its own acts and omissions.

**§ 4  
Customer's Obligation to Cooperate**

(1)  
The Customer is obliged to submit to Pilz, free of charge, at its own cost and by a suitable date, not shorter than 7 days before commencing the performance of an agreement, all information, materials, devices, documents, procedures etc. necessary to perform the agreement which are considered complete and true by Pilz. This applies in particular to current documentation, which should be submitted also in electronic form.

(2)  
The Customer is obliged to ensure that Pilz, including persons and entities employed by Pilz to fulfil an order, is granted free access to premises, installations (software, hardware, networks etc.) and other work equipment necessary for the proper performance of the Service within normal business hours of the Customer. Whenever necessary to perform an order, the Customer should also ensure that Pilz, including persons and entities employed by Pilz to fulfil the order, is granted free of charge access to sanitary premises.

(3)  
The Customer should also cooperate whenever necessary in other matters not specifically mentioned in the GTTSS, in particular on a justified request of Pilz.

(4)  
When the Customer fails to duly perform its obligations under points (1)-(3) of this section, in particular when such performance is not timely, which might result in the order fulfilled by Pilz being delayed or entail additional costs, the order fulfilment deadline will be postponed accordingly and/or the agreed Pilz remuneration will be increased as necessary.

**§ 5  
Prices / Terms of Payment**

(1)  
Except as otherwise agreed, the prices are ex-works prices according to Incoterms 2010 increased by the statutory goods and services tax rate according to applicable provisions.

(2)  
If the Pilz offer does not specify separate methods of invoicing and payment, the remuneration for performed Services will be calculated at rates specified in the Pilz offer or on the basis of man-hours worked and materials consumed, upon performance of the Service by Pilz or its acceptance by the Customer. If remuneration for a performed service is calculated on the basis of man-hours worked and materials consumed, the work hours and travel times will be calculated at hourly rates used by Pilz when the Service was performed by Pilz or accepted by the Customer, and charges for materials will be calculated at rates applicable when the Service was performed. All other expenses incurred by Pilz, in particular travel, accommodation and overtime, will likewise be included in the remuneration due to Pilz for performing an order. Any price estimates found in the Pilz offer, which were determined using the estimated number of man-hours or value of materials, are not binding for Pilz.

(3)  
The Service prices are used with the additional assumption that when Pilz commences work to modernise a machine or production line, the Customer should make the machine or production line available at its cost in an orderly condition and moreover provide at its cost support with respect to assembly requirements and, if necessary, ensure at its cost:

- suitable auxiliary personnel,
- any necessary tools and auxiliary materials,
- the needed power (with voltage not lower than required), compressed air, water, and other media,
- transport of assembly components to the assembly location determined by the Parties.

(4)  
When the goods are delivered by Pilz then, except as otherwise agreed, the prices of all delivered goods are catalogue prices applicable at Pilz on the day of issuing the invoice (date of issuing the VAT invoice).

(5)  
Rebates for Services will be offered only when expressly provided for in the offer drafted by Pilz.

(6)  
Except as otherwise noted when accepting an order for processing, the term of payment of the entire remuneration for sale of the Service together with the goods and services tax due under applicable provisions of law is 30 calendar days from the date of issuing the VAT invoice. If the Customer defaults on timely payment, Pilz will be entitled to demand the payment of statutory interest on overdue amounts.

(7)  
Pilz is entitled to issue partial VAT invoices for partial performance of Services. The payment deadlines will run separately for each partial VAT invoice.

(8)  
Pilz is entitled to credit any payments made by the Customer towards due liabilities in reverse chronological order.

(9)  
Should the Customer's financial condition deteriorate significantly after Pilz has accepted an order for processing or Pilz learns about a prior deterioration of the Customer's financial situation which in the belief of Pilz might prejudice the Customer's credit standing, Pilz will be entitled to demand that an advance payment, prepayment or other form of collateral, at its own discretion, to secure the payment of remuneration for the Service be provided. In addition, it is a rule of Pilz to require an advance payment from all new Customers.

Pilz is entitled to withdraw from a sale or delivery agreement should the Customer fail to comply with Pilz's request. Pilz should notify its withdrawal from the agreement to the Customer within 10 Business Days from the date on which the deadline set by Pilz for the Customer to offer the required collateral has expired.

(10)  
The prices are applicable only to services provided by Pilz on the territory of Poland.

(11)  
Pilz does not cover the costs of machine downtime while performing works, nor the costs of energy and other media consumed while providing a service at the Customer's site.

**§ 6  
Open Orders**

Open orders will be carried out in agreed time slots and/or on agreed dates based on a schedule agreed with Pilz in writing.

**§ 7  
Acceptance/Installation/Commissioning**

(1)  
The Service will be accepted by the Customer once it has been notified by Pilz that the Service is complete and the agreed contractual requirements have been fulfilled. The Customer is not entitled to refuse acceptance if the non-compliance of provided Service with the previously agreed scope is minor.

(2)  
During acceptance, both Parties will draft and sign a report on compliance of the Service with the agreed scope.

(3)  
Except as otherwise provided for in the agreement, the Services provided by Pilz do not include delivery and installation of spare parts.

(4)  
If there are difficulties with installing spare parts that have been sold without installation services, the liability for avoiding damage due to the installation rests solely with the Customer.

(5)  
If the start or any stage of disassembly/reassembly works and commission is delayed for reasons not attributable to Pilz, the Customer will be charged with all additional costs once Pilz has demonstrated incurring such costs or otherwise proved their existence. The agreed dates for performing the Service will, if necessary, be adjusted accordingly.

(7)  
Remuneration for services provided according to points (4)-(6) above will be determined by Pilz at hourly rates for daytime work, taking into account downtime periods and other costs. The calculation details of the remuneration will be available to the Customer on request at the seat of Pilz.

**§ 8  
Costs of Cancellation**

If an order is cancelled by the Customer, Pilz will be entitled to demand the payment of a contractual penalty equal to 10% of the catalogue price (together with the due goods and services tax) to cover the costs of order processing and compensate for lost profits, which does not prejudice the right of Pilz to seek damages in excess of the reserved contractual penalty on general terms.

**§ 9  
Service Performance Date**

If any of the conditions necessary for Pilz to sell the Services are not met and therefore some technical doubts remain, or Pilz does not receive all documents to be obtained or produced by the Customer, such as for example drawings, descriptions, any permits or approvals to be submitted by the Customer, or any agreed advance payments are not credited at Pilz's bank account, or if any doubts not resolved by the Customer remain, the delivery date set out by Pilz is postponed until the Customer removes any existing obstacles.

(2)  
The Service performance date is assumed to be complied with if Pilz has notified the completion of the Service and the fulfilment of agreed contractual requirements concerning the Service. Deployment of works performed by Pilz or their components for production or operating purposes will be considered acceptance of such works, and thereby completion of Service, regardless of whether such completion was notified by Pilz as required above.

(3)  
The Service performance date will be prolonged accordingly if circumstances over which Pilz has no control arise, insofar as such circumstances delay the performance date. The above applies in particular to events affecting any Pilz subcontractor. The provision of this point (3) applies in particular to events resulting from labour disputes, including strikes and lockouts, as well as events caused by force majeure.

Pilz may not be held liable for any delay in Service performance that results from circumstances listed in this point (3) also when such circumstances take place during an ongoing delay. Pilz will notify the Customer as soon as possible about the onset and cessation of the events referred to in this point (3).

(4)  
Should the performance of a Service be delayed, the Customer will not be entitled to seek any damages for delays referred to in this section, except in cases resulting exclusively from the wilful misconduct of Pilz.

**§ 10  
Failure/Delay to Collect the Goods**

(1)  
If the Customer does not accept the Service or breaches any other obligation resulting from the agreement to sell the Services, Pilz will be entitled to demand damages for all losses sustained, including all additional expenses and outlays. In such case, the risk of accidental damage, loss or destruction passes to the Customer by the date on which the purchaser was obliged to accept the Services.

(2)  
When the deadline to perform a Service is postponed on request of the Customer or for reasons attributable to the Customer, the Customer will be charged with all resulting costs from the beginning of the month in which the Service was notified as ready for acceptance, the minimum amount of costs being 0.5% of the gross value of the agreement for each commenced month. Pilz is entitled to seek damages in excess of the amount due to Pilz according to the provisions of the preceding sentence.

(3)  
Regardless of the rights provided for in this section, Pilz will be entitled to withdraw from the agreement once it has requested the Customer to

accept the Service and granted a grace period for acceptance, within 10 business days from the deadline set by Pilz in the request.

**§ 11  
Passing of Risk**

(1)  
If Pilz undertakes to perform installation services at the Customer site, the risk passes at the Customer site and takes place once the Customer has signed the works acceptance report, and if signing the works acceptance report was refused, once the deadline set by Pilz for the Customer to sign the works acceptance report has expired.

(2)  
The provisions of this section apply also when the Customer is in arrears with accepting the Service.

(3)  
The provisions of this section apply also when partial performance of the Services has been agreed.

(4)  
When Pilz consents to cover the costs of transport, delivery or installation of the Service upon accepting the order for processing, such consent will not affect the provision of the GTTSS concerning passing the risk of accidental loss, damage or destruction of the Service to the Customer.

(5)  
If performance of a Service is delayed as a result of circumstances attributable to the Customer, the risk of accidental loss, damage or destruction passes to the Customer as of the date on which the Products were ready for shipping.

(6)  
The Customer is not entitled to refuse accepting the Service, including a Service with non-essential defects, while retaining its rights under section 12 (Warranty).

(7)  
Pilz is entitled to perform the Services in parts.

**§ 12  
Warranty**

(1)  
The warranty period is 12 months and starts on the date of completing the Service.

(2)  
The warranty and liability of Pilz is limited to performing the agreement by properly providing the Service, and if the Service is not provided properly, the liability of Pilz is limited to having the Service repaired or replaced at the discretion of Pilz.

If the Service is not provided properly and activities undertaken at least twice to provide the Service properly or repair the Service by a reasonable date, taking into account the actual circumstances of the sale or delivery, not shorter however than 60 calendar days, prove ineffective, the Customer will be entitled to withdraw from the agreement within no more than 10 calendar days from the date on which Pilz confirmed that proper performance of the agreement is not possible. The Customer is however not entitled to withdraw from the agreement if the breach of the agreement is not essential, especially in case of minor damage. The Customer is in no case entitled to demand reduction of Pilz remuneration or any damages.

(3)  
Subject to point (4), the Customer is not entitled to seek damages for losses caused by improper performance of the Service.

(4)  
If the defect cannot be repaired and the Customer claims damages following termination of the agreement according to the GTTSS, the performed Services will be removed by Pilz solely when the Customer has demonstrated that it cannot use a performed Service in any respect.

The damages will be limited to the difference between the purchase price of the Service and the actual value of the defective Service, and if the Service was repaired by a third party, the damages will be limited to the difference between the Service purchase price increased by the remuneration paid to the third party and the actual value of the defective Service less any expenditures and outlays spared by Pilz.

(5)  
Service descriptions published by Pilz do not form any warranties. No public statements, promotions or advertisements of the Services may be considered to describe Service details or form any warranty.

(6)  
Should the Customer receive incomplete installation instructions, Pilz will be obliged only to deliver complete instructions, and only when the incompleteness of the instructions could hinder the proper start-up of works included in a Service.

(7)  
The warranty expires when the Customer fails to notify Pilz about obvious faults within two weeks from the date of accepting the Service and about latent faults within two weeks from the date of discovering the faults, not later however than the end of the warranty period. All faults, including legal defects, should be reported in writing on pain of invalidity.

(8)  
It is the obligation of the Customer to prove that the faults are reported by the deadlines referred to in point (7) of this section. The Customer is also obliged to prove that it did not undertake any actions in order to repair the fault on its own.

(9)  
It is the obligation of the Customer to document both the fault and the resulting loss, regardless of the preceding provisions, in a manner compliant with generally accepted technical standards.

(10)  
Pilz does not grant to the Customer any additional legal warranties and is not liable under statutory warranty.

(11)  
Pilz is entitled to correct at any time manifest errors such as typographical or calculation mistakes and formal defects found in reports, expert opinions and other statements by Pilz, including by persons and entities employed by Pilz when performing the agreement.

**§ 13  
Limitation of Liability**

(1)  
Pilz is not liable, including under warranty, in particular when the faults occurred after the risk of accidental loss, damage or destruction has passed

## Pilz Poland General Trading Terms

to the Customer, when the Customer was aware of the defect upon the passing of risk, when the Customer failed to comply with the operating instructions, when the faults are minor or the breach of the provisions of the agreement is not essential, or when the Customer is at fault. The burden of proof that circumstances excluding the liability of Pilz did not take place rests with the Customer.

(2)

The liability of Pilz is in any case limited to the average level of direct loss which can be expected for a Service of that kind and the agreement typical for it.

(3)

Any other claims against Pilz that are not mentioned in the provisions of this section are excluded. Specifically, Pilz is not liable for damage not caused directly by a Service actually provided, in particular for lost profits or damage to any other assets belonging to the Customer or a third party, including products produced as a result of matching, combining, processing and/or further processing of works included in the Service.

(4)

The exclusion and limitation of liability listed in points (1) and (2) does not apply to losses caused by death or bodily injury intentional or resulting from wilful misconduct or gross negligence of Pilz. In such cases, the liability will be limited to the average level of direct loss which could be expected in a typical agreement of that kind.

(5)

If Pilz breaches essential provisions of an agreement, the liability of Pilz for paying damages in case of property loss will be limited to the amount of Pilz's third party liability, unless the breach is the result of wilful misconduct or gross negligence of Pilz.

If Pilz liability is excluded or limited, the exclusion or limitation also applies to the personal liability of hired personnel, employees, associates, agents and all other entities acting on the authority or in the name of Pilz.

(6)

The liability of Pilz is excluded in general if the article related to the Service, following a request of the Customer, contains components other than manufactured, delivered or named by Pilz. The Customer bears the burden of proof that such modification did not cause a fault.

(7)

Pilz is not liable for any installation works, works not included in a Service or any other works conducted by the Customer on its own. Proving that installation was performed correctly is an obligation of the Customer.

### § 14

#### Confidentiality

(1)

Except for the purpose resulting from an agreement, neither Party may use, share or disclose to third parties any business, technical, or other information or knowledge obtained from the other party while performing the agreement, or otherwise learned during the term of the agreement, without the prior consent of the Party disclosing the information, which must be granted in writing on pain of invalidity.

(2)

The obligations listed in point (1) of this section do not apply to information and knowledge which:

- a) was publicly known upon disclosure otherwise than by being disclosed by the Party receiving the information; or
- b) was lawfully obtained from a party authorised to share such information; or
- c) was known to the receiving Party before being received from the disclosing Party, which knowledge the receiving Party can demonstrate; and
- d) must be disclosed pursuant to generally applicable provisions of law or verdicts or acts of individual state or local government authorities, in particular pursuant to an administrative decision or court verdict; or
- e) must be disclosed while conducting a mandatory audit of financial statements, in particular must be disclosed to auditors; or
- f) must be disclosed to perform an agreement or exercise rights to which a Party is entitled in relation to an agreement.

(3)

The obligation resulting from point (1) of this section applies to both Parties to the agreement for an additional period of two years after the agreement is completed.

(4)

The Customer should not refuse to grant to Pilz the consent referred to in point (1), in particular when Pilz requests consent to draft and publish scientific publications and articles, without a justified cause.

### § 15

#### Data Protection

The Parties to the agreement should process or use personal data, if any, received from the other Party solely for the purposes agreed in the agreement and pursuant to the provisions of law.

### § 16

#### Inventions

(1)

Both Parties are jointly entitled to inventions made together by Pilz and the Customer while performing an agreement; the same applies to any trademark rights resulting from the invention.

(2)

Inventions produced by Pilz on its own while fulfilling an order, as well as all resulting trademark rights, belong to Pilz. Inventions produced by the Customer on its own while fulfilling an order, as well as any resulting trademark rights, belong to the Customer.

(3)

Granting licenses for the inventions referred to in points (1) and (2) of this section and for any resulting trademark rights require a separate agreement which must be concluded in writing on pain of invalidity.

### § 17

#### Deliverables

(1)

Any transfer of rights, including economic copyright, or grant of licenses to deliverables of any kind produced while performing a Service and disclosed to the Customer, in particular to documents, reports, planning documents, evaluations, drawings, program materials etc. requires a

separate agreement which must be concluded in writing on pain of invalidity. Pilz retains in each case a non-exclusive right to use the results of such works for research and educational purposes.

(2)

Pilz is not liable should technical documents provided by or according to instructions of the Customer infringe upon any existing copyright, trademark rights, or other rights of third parties. In such case, the Customer remains solely liable for any infringement of rights of third parties. On each request of Pilz, the Customer will indemnify Pilz against all claims of third parties resulting from such infringement and also take over all claims of third parties and hold Pilz harmless against any resulting losses.

### § 18

#### Publication of Documents and Materials, Right of Retention

(1)

Upon completion of the agreement, the Customer may demand that any documents and materials submitted to Pilz be returned or destroyed at the cost of the Customer. Pilz may refuse to return or destroy such documents or materials until all claims related to the agreement are satisfied.

(2)

Pilz may copy or otherwise record the documents or materials returned to the Customer.

### § 19

#### Special Right to Terminate the Agreement / EU Anti-terrorist Legislation

(1)

Insofar as the provisions of an agreement between Pilz and the Customer may violate existing domestic and international legislation (such as the EU anti-terrorist legislation), Pilz will be entitled to terminate the agreement with immediate effect.

(2)

In such special case the Customer will not be entitled to demand any compensation.

(3)

The Customer should be aware of all essential legislation that might prevent Pilz from performing the agreement.

### § 20

#### Final Provisions

(1)

Any additional agreements bind Pilz only if confirmed by Pilz in writing on pain of invalidity.

(2)

The GTTSS are governed by Polish law. In matters not regulated herein, the respective provisions of the Civil Code and other applicable provisions of law apply.

(3)

The Parties agree that all disputes between Pilz and the Customer related to the interpretation or performance of the sale or delivery agreement and the GTTSS will be resolved by mutual agreement. If achieving an agreement is not possible, the court competent to resolve the dispute will be the common court having jurisdiction according to the seat of Pilz.

(4)

For the avoidance of doubt, the Parties agree that if any of the provisions of the GTTSS becomes null and void or has another legal defect, this will not affect the other provisions of the GTTSS. As far as invalid or unenforceable provisions are concerned, the Parties will negotiate in good faith, insofar as possible, alternative provisions which are binding and enforceable and reflect the original intent of the Parties.

### GENERAL TRADING TERMS FOR SALES OF PROGRAM PRODUCTS

#### 1. PRELIMINARY PROVISIONS

1.1.

These General Trading Terms for Program Products of Pilz Polska sp. z o.o. ("General Trading Terms for Program Products" or "GTTTPP") apply exclusively to the sales and deliveries of Program Products by Pilz Polska sp. z o.o. ("Pilz") to the customer.

1.2

These General Trading Terms for Program Products apply to all legal relationships of PILZ PL resulting from Program Product sale and delivery agreements entered into by PILZ PL. These General Trading Terms for Program Products apply also to all other agreements, if PILZ PL has named them as binding for such agreements.

1.3.

If the customer uses its own different or additional contractual terms, general terms of contracts, arrangements etc., which contradict these terms, such terms do not constitute a part of the agreement even if PILZ PL is fully aware of them, unless their use for the purpose of a particular agreement is confirmed by PILZ PL in writing on pain of invalidity.

1.4.

Whenever specific provisions of these GTTTPP refer to "PILZ", this should be understood to mean PILZ PL or Pilz GmbH & Co. KG (hereinafter "PILZ GM"), as the case may be, or both of them, unless the parties agree otherwise in writing on pain of invalidity.

#### 2. DEFINITIONS

2.1.

*License information* means a document containing information about the Program.

2.2.

*Program*, also referred to as a Program Product, comprises all program packages supplied by PILZ PL, including the original and all complete or partial copies, containing for example machine-readable instructions and data, components, audiovisual materials (such as videos, diagrams, texts, drawings or graphics), associated libraries, including automation (standard/emergency) and component blocks or product data, license information and license keys, as well as documentation.

2.3.

For the purposes of the GTTTPP, *Software* is understood as Program Products which PILZ GM authorised the customer to use for the customer's own needs (license). PILZ GM grants a license to the customer once the customer has paid the entire price for the Program Product to the PILZ PL bank account. The Software License includes

the use of program blocks and, in some cases, of media and PAS units, as well as macro software, for the customer's own needs.

#### 3. COMPLETION OF THE CONTRACT

3.1.

PILZ PL and PILZ GM reserve the right to change the specification of and make justified changes concerning Program Products.

3.2.

A Program Product sale or delivery agreement is considered concluded if PILZ PL accepts the order for processing within 4 weeks. Acceptance of an order for processing by PILZ PL occurs electronically, by fax, in writing, or by delivering a Program Product to the customer. The customer will in each case receive an order confirmation.

3.3.

If a manifest error or typographical mistake occurs in the PILZ PL offer or a written or electronic confirmation of accepting the order for processing by PILZ PL, then PILZ PL reserves the right, without prejudice to all other rights of PILZ PL, to withdraw from the agreement within 10 business days from the date on which PILZ PL learned about the manifest error or typographical mistake.

3.4.

Performance of the Program Product sale or delivery agreement by PILZ PL is contingent upon timely deliveries from PILZ PL subcontractors, in accordance with the terms of agreements with these subcontractors. Should PILZ PL be unable to deliver a Program Product, the customer will be promptly advised that the Program Product is unavailable, and any advances paid by the customer will be reimbursed immediately, that is within no more than 14 days.

3.5

The final scope of sale and/or delivery of Program Products will be specified when PILZ PL accepts an order for processing. Any additional arrangements and alterations need to be confirmed by PILZ PL in writing on pain of invalidity.

#### 4. CONTENTS AND SCOPE OF LICENSE

4.1.

PILZ GM may grant a license of a specific kind. The kind of license is stated in the Program Product certificate provided to the customer. The Program Product certificate is attached to a VAT invoice issued by PILZ PL.

4.2.

Each Program included in the PILZ PL offer is the property of PILZ GM or an entity belonging to its capital group and is protected by law, especially as regards copyright. The customer will receive the Program Product stated in the order confirmation and a Program Product certificate. The Program Product documentation is purchased separately, unless otherwise stated in a written order confirmation issued by PILZ PL.

4.3.

Except as otherwise stated in an order confirmation or Program Product certificate delivered by PILZ PL, the customer may make one copy of each Software package, to be used solely for backup purposes. The terms of the license granted by PILZ GM should be applied accordingly to the backup. Both the Program Product and the Software are protected by intellectual property rights, including copyright. The customer undertakes to comply with the license granted by PILZ GM. In other cases, the customer may make copies of the Software only after obtaining the consent of PILZ, granted in writing on pain of invalidity.

4.4.

Without the consent of PILZ, granted in writing on pain of invalidity, the customer may not modify the Software or make any amendments or corrections to the Software, the related documentation, or Software developments, nor use other feedback software, translate the Software, or disassemble any part of the Software. The customer may not remove any alphanumeric identifiers from media, and if the customer is authorised by PILZ to make copies, such alphanumeric identifiers should also be copied in non-altered form. The customer is not entitled to copy, trade in or transfer a license to a third party. PILZ retains the exclusive right to consent to the exercise of derivative copyright by third parties.

4.5.

The customer will be entitled to transfer a license acquired from PILZ GM to a third party for a fee only when it has obtained the consent of PILZ, granted in writing on pain of invalidity, or is entitled to do so by PILZ GM in the Software certificate. PILZ PL or PILZ GM may revoke its consent for the transfer of a license acquired from PILZ GM to a third party at any time. When PILZ GM consents in writing on pain of invalidity to the transfer of a license acquired by the customer to a third party for a fee, the customer is obliged to ensure that its legal relationship with the third party be subject to an agreement that guarantees the protection of all PILZ PL and PILZ GM rights to the Software and Program Product in accordance with the provisions of the license agreement, under which the third party will be subject, without qualifications, to obligations resulting from that agreement. If the customer transfers the license to a third party with the consent of PILZ GM granted in the manner set out in the preceding sentences, the customer is not entitled to further use of the Software.

4.6.

The customer will be obliged to comply with all applicable laws, regulations and provisions and to obtain the required consents, licenses and approvals as well as documents necessary for the proper performance of any agreement concluded with PILZ PL, including the GTTTPP.

4.7.

When PILZ GM consents in writing to the use of the Software by a third party, the conditions of the license granted to the customer and all GTTTPP provisions are applicable to such use, and the customer is liable for any non-compliance of the third party.

#### 5. LICENSE COPYING AND DISTRIBUTION

5.1.

Subject to point 4.3 of the GTTTPP, when PILZ GM consents to making a copy of the Software, the customer will receive from PILZ PL a written confirmation that states the number of copies which the customer is authorised to make, allowing the customer to use the Software on more than one workstation. The number of copies made should match the number of licenses purchased by the customer. The confirmation of the number of copies will be provided to the customer together with the media on which the Software is located and the Software license. The customer is entitled to

## Pilz Poland General Trading Terms

make a copy of purchased Software under separate terms contained in the order confirmation issued by PILZ PL, in writing on pain of invalidity, and/or the Program Product certificate. Except as otherwise provided for in the agreement, the preceding provision applies when granting a license for a Program Product that allows it to be used by third parties. According to the GTTPP and this clause, a third party is to be understood as the customer's staff and persons and groups or persons from external entities. When the customer is entitled to make a copy of the Software on the terms of the granted licenses and in accordance with the GTTPP, each copy produced by the customer may at any time be used only on one workstation.

All provisions concerning *copyright* and other intellectual property rights should be applied to each copy or partial copy. Any existing copyright notices and other intellectual property rights notices are binding and must not be removed.

The above provisions are also subject to clause 4.5.

5.2.

The customer is obliged to comply with all copying instructions additionally received from PILZ PL or PILZ GM in connection with the purchased license. The customer should maintain orderly and complete records concerning the location in which copies are stored; such records should allow to determine the number of produced copies and the areas where they are used. The customer should make such records available to PILZ PL at each request and at any time. Upon a notice to the customer 14 days in advance, PILZ PL will be entitled to have the records referred to above audited by independent auditors selected by PILZ PL. The entity conducting the audit should be granted access to the location of the customer's business activities within regular working hours. If non-compliance of the records with contractual provisions, in particular the terms of the license and the GTTPP, is discovered, the customer will cover the costs of audit incurred by PILZ PL and will also compensate for all related damage at the first request of PILZ PL. Regardless of the above, the customer will be obliged to immediately cease the infringements and revert the records to a condition compliant with the terms of the license and the GTTPP.

### 6. UPDATES

If the customer purchases additional Software updates, it will not be entitled to use the previous version of the Software or transfer it to a third party once an update has been installed.

### 7. EXISTING RIGHTS

7.1.

PILZ GM is the sole owner of rights to the intellectual property of Products (Software, equipment, documentation etc.) and to inventions, improvements, proposals, ideas, sketches, patterns, data, samples, models, expert opinions and other components and materials on which they are based. The customer may not infringe upon existing intellectual property rights referred to above. When the customer is entitled to make copies or distribute the Software pursuant to the terms of the agreement, including the GTTPP, the customer is obliged to ensure compliance with intellectual property rights by all third parties. In such case, the customer is liable for the acts and omissions of third parties as for its own acts and omissions.

7.2.

If technical improvements or new Products related to the efficiency of Program Products delivered by PILZ are produced, any such products and existing rights and claims will belong to the party that produced them. If the holder of rights referred to above in this section is the customer, PILZ GM and PILZ PL will receive a free of charge, perpetual exclusive license for such products acquired by the customer, under which PILZ GM and PILZ PL will be entitled to produce, use, develop and sell such products, but not share them with or sublicense them to third parties without the consent of the customer.

In addition, no right of ownership of these products which is the subject of a license can be transferred to a third party under a civil law agreement without the written consent of the customer.

### 8. TRANSFER OF RISK

8.1.

Except as otherwise agreed, each delivery takes place ex-works, in accordance with Incoterms 2010.

8.2.

PILZ PL is entitled to ship the products. The above clauses apply also when partial deliveries have been agreed.

8.3.

To the extent to which PILZ PL consented in the agreement to cover the costs of transport, supply, or installation of equipment and/or programs covered by the agreement, this does not affect the above clauses with respect to risk transfer.

8.4.

If sale or delivery of the Program Products is delayed as a result of circumstances attributable to the customer, the risk of accidental loss, damage or destruction passes to the customer as of the date on which the Program Products were ready for shipping.

8.5.

The customer is not entitled to refuse collecting the Program Products, including Program Products with non-essential defects, while retaining its rights under section 9 (Warranty).

### 9. WARRANTY

9.1.

For the avoidance of all doubts it is agreed that PILZ GM, which grants a license for the Program Product in compliance with the provisions of the GTTPP, remains liable under warranty. The parties confirm that all complaints which the customer may submit based on a license granted by PILZ GM pursuant to a sale or delivery agreement entered into with PILZ PL, including pursuant to the GTTPP, will be submitted directly to PILZ PL. The customer is liable for installing the Software and for all results of using the Software. The customer guarantees that all deliverables obtained while using the Software are duly documented and produced and are recorded as a PDF file. If a defect, including faults under warranty, is reported, the customer is obliged to demonstrate that the defect or fault did not arise for reasons attributable to the customer. PILZ PL will submit to the customer information about known program errors, emergency measures, limitations, and error prevention methods.

9.2.

The warranty period for each Software is 12 months. The warranty period starts when the risk of accidental loss, damage or destruction of Software and media passes to the customer.

9.3.

All warranty claims are excluded when the customer/a third party has not yet acquired the Program Product, or has not yet obtained a license, but is using it during a test phase. The warranty and liability of PILZ PL and PILZ GM is limited to performance of the agreement by delivering properly operating Software, and in case of physical defects resulting from causes inherent in the Software, by repair activities conducted by PILZ PL or replacement made by PILZ GM through PILZ PL, at the discretion of PILZ PL. Repair may consist in particular in delivering another version of the Software (with modifications) or demonstrating methods that allow to avoid the consequences of the defect. The customer accepts the new version of the Software if the introduced modifications cause the Software to operate properly. PILZ PL may also rectify program errors by delivering suitable media containing the newest version of the Software or introducing suitable updates, at the discretion of PILZ PL. However, when repair activities are necessary and no update or newer version of the Software is available, PILZ PL will be entitled to provide the customer with a temporary workaround that allows program errors to be avoided until a new version of the Software can be delivered, in cases where PILZ PL must ensure that the customer will be able to proceed with urgent tasks resulting from the fault.

9.4.

A program fault is deemed to exist only when the error can be reproduced on the reference test platform used by PILZ PL, and not when the error manifests solely while using the Software on a non-reference software platform or end user hardware/software system. Errors resulting in limitations of Software use are not subject to warranty and will not be examined by PILZ PL. Because the hardware platform of each end user system is separate and unique, the development of drivers and other program modifications and/or add-ons required to use the Software in a specific system of the customer will not be deemed to constitute a program error. No fault is deemed to exist if the Software is not used on suitable hardware of the customer or third party or if the error is not the result of the Software itself but arose due to using third party software, any other actions of the licensee, or any other reasons attributable to the customer.

Regardless of the preceding provisions, it is the obligation of the Customer to document both the defect and the resulting loss based on available technical documentation of the Software, in a manner compliant with generally accepted technical standards.

9.5.

Troubleshooting and repair of faults as part of warranty will take place on customer premises or at the seat of PILZ PL, at the discretion of PILZ PL. If the customer entered into a separate service (repair) agreement with PILZ PL following consultations and arrangements made by the parties, error troubleshooting and fault repair may also occur on the site which is the location of the unit on which the Software is installed and run. The customer will provide to PILZ PL all information and documents necessary to undertake repair activities and remove the defect. If the repair is to take place on customer premises, the customer will provide the required hardware and software free of charge and ensure all other operating conditions as may be necessary, together with the suitable operating staff, at its own cost. If the customer asks PILZ PL to undertake its activities under warranty in another location than the place of delivery, and the customer and PILZ PL did not enter into a separate service/repair agreement, the customer will reimburse PILZ PL for all costs of transport, travel and accommodation related to the required activities under warranty in the location named by the customer, as well as for all other costs resulting from performance of the agreement by PILZ PL.

9.6.

If the Software is defective and activities undertaken at least three times to deliver a working Software or repair the Software by a reasonable date, taking into account the actual circumstances of the sale or delivery, not shorter however than 60 calendar days, prove ineffective, the customer will be entitled to withdraw from the agreement within no more than 10 calendar days from the date on which Pilz confirmed that proper performance of the agreement is not possible. The customer is however not entitled to withdraw from the agreement if the breach of the agreement is not essential and the Software defects are not crucial, especially in case of minor Software faults. The customer is in no case entitled to demand that the price be lowered.

9.7.

Subject to point 9.8, the customer is not entitled to seek damages for losses caused by a defect of the Software. The customer is not entitled to advance any claims, including claims for damage caused by a defect of the Software, if it has withdrawn from the agreement.

9.8.

If a defect cannot be repaired and the customer seeks damages following its withdrawal from the agreement pursuant to the GTTPP, the Software remains with the customer until collected by PILZ PL. PILZ PL is not obliged to bear the costs of storing such Software for a period necessary to collect the Software without undue delay. In the case referred to in the first sentence of this section (9.8), the damages will be limited to the difference between the Software purchase price and the actual value of defective Software. If the repair was effected by a third party with the consent of PILZ PL granted in writing on pain of invalidity, the damages will be limited to the difference between the Software purchase price increased by the remuneration paid to the third party and the actual value of the defective Software less any expenditures and outlays spared by PILZ GM. If the Software has defects resulting from using software other than recommended by PILZ PL and/or PILZ GM, neither PILZ PL nor PILZ GM is in any way liable for such defects.

9.9.

The descriptions of Program Products published by PILZ PL or PILZ GM do not contain any details concerning the structure of the Program Product. No public statements, promotions or advertisements of the Program Product may be considered to describe Product structure details. The properties of the Program Product, in particular technical specifications and parameters, may vary and will not be considered

guaranteed in the agreement, unless previously expressly confirmed as binding by PILZ PL or PILZ GM in writing on pain of invalidity.

9.10.

If the customer receives incomplete Program Product installation or operating instructions, PILZ PL will be obliged only to deliver complete Program Product installation or operating instructions, and only when the incompleteness of the Program Product installation or operating instructions could hinder the proper installation or disrupt the proper functioning of the Program Product.

9.13.

The warranty expires when the customer fails to notify PILZ PL about obvious faults within two weeks from the date of accepting the Software and about latent faults within two weeks from the date of discovering the faults, not later however than the end of the warranty period. All faults, including legal defects, should be reported in writing on pain of invalidity. The report must contain detailed information on the kind of defect and the time and circumstances in which it manifested. PILZ PL is not liable for legal defects. It is the obligation of the customer to prove that the faults are reported by the deadlines referred to in this section (9.13). The customer is also obliged to prove that it did not undertake any actions in order to repair the fault on its own.

9.14.

PILZ PL and PILZ GM do not grant to the Customer any additional legal warranties and are not liable under statutory warranty.

### 10. LIMITATION OF LIABILITY

10.1.

The limitation of respectively PILZ PL or PILZ GM is in each case limited to the average level of direct loss which can be expected for a Software of that kind and the agreement typical for it, and PILZ PL is in no case liable for legal defects. The above applies also when PILZ PL employs its staff, employees, associates or agents to perform the agreement. In such case, PILZ PL is liable for their acts as for its own acts.

10.2.

PILZ GM and PILZ PL are not liable, including under warranty, in particular when the faults occurred after the risk of accidental loss, damage or destruction of the Product has passed to the customer, when the customer was aware of the defect upon purchasing the Software, when the customer failed to comply with the operating instructions while using the Software, when the Software is not compliant with individual specifications submitted by the customer, when the customer selected Software functions or its own, when the customer used the Software contrary to its purpose, when the Software was installed in an improper location or manner, when the faults are minor or the breach of the provisions of the agreement, including the GTTPP, is not essential, or when the customer is at fault. The burden of proof that circumstances excluding the liability of PILZ GM and/or PILZ PL did not take place rests with the customer.

10.3.

All other claims against PILZ PL or PILZ GM that are not mentioned in the following provisions of this section are excluded. Specifically, PILZ PL and PILZ GM are not liable for damage not caused directly by Software actually delivered, and in particular PILZ PL and PILZ GM will not be liable for lost profits or damage to any other assets belonging to the customer or a third party, including products produced as a result of using the Software.

10.4.

If PILZ PL breaches essential provisions of an agreement, the liability of PILZ PL for paying damages in case of property loss will be limited to the amount of PILZ PL's third party liability, unless the breach is the result of wilful misconduct or gross negligence of PILZ PL. PILZ PL will make available its insurance policy on request of the customer.

10.5.

The liability of PILZ PL and PILZ GM is excluded in general if the customer or a third party used or included in the Software components other than provided or recommended by PILZ PL or.

PILZ GM. The customer bears the burden of proof that such modification did not cause a fault of the delivered Software. PILZ PL and PILZ GM are not liable for any installation or other works related to the Software which were undertaken by the customer on its own. Proving that installation was performed correctly is an obligation of the customer.

10.6.

All trademarks and other similar designations, whether registered or not, found in the Program Product, are subject to protection.

### 11. CUSTOMER OBLIGATIONS

11.1.

The Software may be used solely by specialist and suitably trained staff, and such staff is exclusively entitled to select and use data related to or included in the Software. The Software is merely a tool meant for a particular purpose. The liability for using and operating the Software rests with the customer. PILZ can only offer technical guidance.

11.2.

The customer is obliged to take suitable precautions against any Software malfunctions, in particular when the Software is not working properly in whole or in part. The customer is obliged to carefully test the Software before using it for operating purposes, in order to guarantee that it meets its intended purpose. The customer should also safeguard its data according to the actual state of knowledge and applicable provisions of law. The customer is obliged to ensure that current data can be reproduced/copied without excessive effort in a form ready for immediate use, including reading as machine data sets.

11.3.

The customer will take all suitable measures, in particular those imposed by applicable law and applied to similar products, in order to safeguard the Software against unauthorised access by third persons.

### 12. LICENSE FEES / OTHER COSTS

12.1.

In addition to catalogue prices stated by PILZ PL, PILZ PL bills separate fees for: - Support during software installation or operation, - Support in analysing and removing defects, including faults caused by improper activities or other circumstances which PILZ is not liable for pursuant to the GTTPP.

## Pilz Poland General Trading Terms

12.2.

Except as otherwise agreed between the parties, the prices named by PILZ PL do not include the applicable VAT rate.

### 13. TERMS OF PAYMENT / ORDER CANCELLATION

13.1.

Rebates will be offered only when expressly provided for in the offer or when included in a written agreement between the parties.

13.2.

Except as otherwise noted when accepting an order for processing, the term of payment of the entire sales price together with the goods and services tax due under applicable provisions of law is 30 calendar days from the date of issuing the VAT invoice. If the customer defaults on timely payment, PILZ PL will be entitled to demand the payment of statutory interest on overdue amounts. PILZ PL reserves the right to seek damages in excess of the amount due to PILZ PL according to the provisions of the preceding sentence.

13.3.

If an order is cancelled by the customer, PILZ PL will be entitled to demand the payment of a contractual penalty equal to 10% of the catalogue price (together with the due goods and services tax) to cover the costs of order processing and compensate for lost profits, which does not prejudice the right of PILZ PL to seek damages in excess of the reserved contractual penalty on general terms.

13.4.

Regardless of the rights provided for in the GTTPP, PILZ PL will be entitled to withdraw from the agreement once it has requested the customer to collect the Products and granted a grace period, within 10 business days from the deadline set by PILZ PL, and will also be entitled to deliver the Program Product to the customer at the cost and risk of the latter.

### 14. SPECIAL RIGHT TO TERMINATE BY NOTICE / EMBARGO LEGISLATION / UE ANTI-TERRORIST LEGISLATION

14.1.

Insofar as the provisions of an agreement between PILZ PL and the customer may violate existing domestic and international legislation (such as foreign trade legislation, export and embargo legislation of the EU and other countries, in particular the USA, and EU anti-terrorist legislation), PILZ PL will be entitled to terminate the agreement with immediate effect.

14.2.

In such case, the customer will not be entitled to damages.

14.3.

The customer is obliged to be familiar with any essential legislation that might prevent PILZ PL from performing the agreement.

### 15. FINAL PROVISIONS

15.1.

The parties to the agreement will be obliged to maintain as confidential any business and trade secrets disclosed to them by the other party or learned during performance of the agreement, including all information marked as confidential.

15.2.

The customer is hereby notified that PILZ PL will collect, store and process its data to the extent necessary to

perform the agreement and on the basis of applicable data protection legislation, and that such data may be shared with third parties if required, in particular due to mandatory provisions of law.

15.3.

PILZ PL will be entitled to make changes to the GTTPP.

15.4.

PILZ GM is entitled to assign its rights and obligations under an agreement to one or more third parties. When rights and obligations under an agreement are transferred, the customer will be entitled to terminate the license agreement for cause with immediate effect and without observing a notice period.

15.5.

The GTTPP are governed by Polish law. In matters not regulated herein, the respective provisions of the Civil Code and other applicable provisions of law apply.

15.6.

The Parties agree that all disputes between PILZ PL and the customer related to the interpretation or performance of the sale or delivery agreement and the GTTPP will be resolved by mutual agreement. If achieving an agreement is not possible, the court competent to resolve the dispute will be the common court having jurisdiction according to the seat of PILZ PL.

15.7.

For the avoidance of doubt, the Parties agree that if any of the provisions of the GTTPP becomes null and void or has another legal defect, this will not affect the other provisions of the GTTPP. As far as invalid or unenforceable provisions are concerned, the Parties will negotiate in good faith, insofar as possible, alternative provisions which are binding and enforceable and reflect the original intent of the Parties.

15.8.

Any additional agreements bind PILZ PL only if confirmed by PILZ PL in writing on pain of invalidity.

### GENERAL TRADE TERMS OF PAS4000 PROGRAM PRODUCTS

#### 1. GENERAL PROVISIONS

1.1.

The PAS4000 license model allows the customer to purchase various functions of the Program Product (PAS units) online.

1.2.

Detailed information on the products, including PAS4000 functions and terms of purchasing Program Product functions (PAS units), can be found at <http://www.pilz.pl>

1.3.

In addition to the General Trading Terms for the PAS4000 license model, the General Trading Terms for Sales of Program Products (GTTPP) of PILZ Polska sp. z o.o. (hereinafter "PILZ PL") apply.

#### 2. PAS4000 - TEST PHASE

2.1.

During the test phase, the customer is entitled to test the functions of the Program Product (PAS units) in order to ascertain whether they meet the customer's requirements. The customer is not obliged to pay license fees during the test phase.

2.2.

Using PAS4000, the customer determines the number of PAS units necessary to achieve the program functions required by the customer in the production phase.

2.3.

PILZ PL is not liable for the customer's use of PAS4000 or the Program Product functions (PAS units) during the test phase, even when the program functions are active.

2.4.

During the test phase, the Program Product functions used by the customer will contain "warnings" that a license has not been granted for a particular Program Product function and that the function has not yet been purchased by the customer.

The warnings will be removed once the customer purchases a license (or license certificate) for the Program Product (see section 4 below).

#### 3. PURCHASE OF PAS UNITS

3.1.

The customer will be entitled to use the PAS4000 product and PAS units once it has obtained a license. Obtaining a license requires the payment of license fees.

3.2.

The customer is entitled to use PAS4000 to purchase PAS units with specific package sizes.

3.3.

When the customer submits an order, PILZ PL will provide to the customer:

- i) an order confirmation; and
- ii) a VAT invoice; and
- iii) a Program Product certificate.

3.4.

The customer is entitled to use PAS units in the scope named in the license certificate upon paying the full amount stated on the VAT invoice to the PILZ PL bank account.

#### 4. PURCHASE OF LICENSES AND USE OF PAS UNITS

4.1.

Subject to section 3.4 above, a license agreement for a Program Product (PAS unit) is concluded when the customer submits an order for a program function; the order is submitted when the customer launches the PAS unit for a particular program function.

4.2.

Once order submission is complete, the customer initiates the generation of a license certificate. The license certificate, in the form of a PDF file, confirms the scope of rights to use Program Product functions; the license certificate lists the number of PAS units required for the ordered program function and the number of units already possessed by the customer.

#### 5. WARRANTY / LIABILITY

5.1.

The PILZ PL warranty and scope of liability have been specified in the General Trading Terms for Sales of Program Products (GTTPP) of PILZ Polska sp. z o.o.

5.2.

In order for PILZ PL warranty and liability to arise, the customer must purchase a license certificate pursuant to the above provisions and pay all required license fees.

5.3.

The license certificate is required for the customer to advance any warranty and compensation claims.

#### 6. NO CREDIT NOTES / NO REIMBURSEMENT FOR UNUSED UNITS

PILZ PL does not issue credit notes or does not reimburse the costs of PAS units for which payment is due or has already been received. The preceding sentence also applies to PAS unit packages which were purchased but not fully used, except as individually agreed between the parties.

#### 7. INCREASE OF USE LEVEL

7.1.

The level of use of Program Product functions may be increased, provided that the customer pays an additional fee for extra PAS units.

7.2.

If the customer wishes to have previously purchased Program Product function (PAS units) extended, the customer should pay the difference between the original price and the price of extended PAS units.

#### 8. SHARING PURCHASED PAS UNITS WITH THIRD PARTIES

8.1.

The customer is entitled to share purchased PAS units with third parties.

8.2.

Sharing PAS units with third parties requires the third party to purchase a Program Product whose program function was used, according to the PAS4000 license model.

8.3.

The third party will be entitled to duplicate the purchased product function according to the PAS4000 license model only to the extent to which the original product purchased to use a program function and its copy are identical.

#### 9. NO MODIFICATION OF PROGRAM PRODUCT FUNCTIONS ALLOWED

The customer is not entitled to introduce any modifications to the Program Product purchased via the PAS4000 license model without the consent of PILZ PL, which should be granted in writing on pain of invalidity.

#### 10. ADDITIONAL FEES REQUIRED BY LEGAL PROVISIONS

If as a result of sale of Program Product functions body authorised under legal provisions imposes on PILZ PL a customs charge, tax or other fee not included in the license fees, the customer consents to pay such extra fee or will be obliged to produce the required documents in order to apply for a potential exemption.

#### 11. PROTECTION OF DATA / OBLIGATION TO PROVIDE INFORMATION

All customer details will be processed and stored by PILZ PL solely for the purpose of providing security-related information. This also applies to details of customers that use the Program Product in the test phase to allow such customers to receive information about the security-related functions they purchased in that phase as well.

### GENERAL TRADING TERMS FOR ONLINE SALES OF PRODUCTS

#### § 1

##### General Provisions

(1)

These General Trading Terms for Online Sales of Products of Pilz Polska sp. z o.o. ("General Trading Terms for Online Sales of Products" or "GTOSP") apply exclusively to the online sales and deliveries of Products by Pilz Polska sp z o.o. ("Pilz").

(2)

These General Trading Terms for Online Sales of Products apply to all legal relationships of Pilz resulting from Product online sale and delivery agreements entered into by Pilz. These General Trading Terms for Online Sales of Products apply also to all other agreements, if Pilz has named them as binding for such agreements.

(3)

If the buyer or recipient (purchaser) of the Products uses its own different or additional contractual terms, general terms of contracts, arrangements etc., which contradict these terms, such terms do not constitute a part of the agreement if Pilz is the seller or supplier (dealer), even if Pilz is fully aware of them, unless their use for the purpose of a particular agreement is confirmed by Pilz in writing on pain of invalidity.

(4)

In particular, the General Trading Terms for Online Sales of Products will continue to apply when Pilz delivers goods to a buyer or recipient (purchaser) without reservations, being fully aware of contractual terms, general terms of contracts, regulations etc. used by the buyer or recipient (purchaser) that contradict, supplement or differ from these terms.

(5)

In the meaning of the GTOSP, a product is any article which is or will be included in the Pilz offer (and was, is or will be assigned a catalogue number) and is not a service.

#### § 2

##### Offers and Offer Documents

(1)

Pilz reserves the right to change the specification and introduce justified changes concerning the shape, colour and/or weight of ordered Products. The compliance of Products with technical specifications or other information/details found in catalogues, printed materials, part lists or drawings/sketches is assumed confirmed only to the extent to which such specifications or other information are expressly mentioned in a description given in the Pilz offer. A general reference to documents or drawings is considered only as confirmation that the Products offer a particular function.

(2)

The prices given in an online store are not a commercial offer and serve merely as a non-binding invitation for the customer to order goods from Pilz.

(3)

By ordering the required goods via filling out and sending an electronic form, whether by e-mail, fax or phone, the customer submits a binding offer to enter into a sale agreement.

(4)

An Product sale or delivery agreement is considered concluded if Pilz accepts the order for processing within 4 weeks from the order date. Acceptance of the order for processing by Pilz will occur in writing, electronically, or by delivering the Product to the buyer or recipient.

(5)

If a manifest error or typographical mistake occurs in the Pilz offer or a written or electronic confirmation of accepting the order for processing by Pilz, then Pilz reserves the right, without prejudice to all other rights of Pilz, to withdraw from the agreement within 10 business days from the date on which Pilz learned about the manifest error or typographical mistake.

(6)

Pilz's performance of an agreement to sell or deliver the Products is contingent upon timely deliveries from Pilz subcontractors, in accordance with the terms of agreements with these subcontractors. Should Pilz be unable to deliver a Product, the purchaser will be promptly advised that the Product is unavailable, and any advances paid by the purchaser will be reimbursed immediately, that is within no more than 14 days.

(7)

Pilz retains the right of ownership of and copyright to all illustrations, sketches, models, samples, calculations, estimates, and other documents and materials, as well as data found in such documents and materials, and prohibits sharing them with third parties. This applies in particular to written documents marked as "confidential" and any data contained therein. Such documents, as well as other materials to which this point (5) applies, should be returned without reminder and without paying any fees on each request of Pilz. The buyer or recipient (purchaser) will be fully liable for the loss and damage sustained by such documents or materials. The buyer or recipient (purchaser) has no right to retain such documents and materials, and

## Pilz Poland General Trading Terms

Moreover will ensure that they are stored securely and not copied without the prior consent of Pilz which must be expressed in writing on pain of invalidity. The aforesaid documents and other materials, as well as intellectual property, should be stored by the buyer or recipient (purchaser) in a manner that preserves their secrecy, unless they are or have become public domain without the involvement of the buyer or recipient (purchaser) or entities and persons for whose acts and omissions it is liable. Materials and other documents, as well as their contents, which are trademarked or protected by Pilz as an enterprise/business secret, can be used by the purchaser solely in accordance with conditions expressly specified by Pilz.

### § 3 Scope of Delivery

(1) When choosing the Products for a submitted order, the purchaser is obliged to name each sale or delivery individually according to the specific intended purpose of the Product, having regard to all material technical aspects. If the purchaser does not submit such information or the information submitted by the purchaser proves incomplete, general information about a Pilz Product will apply whenever necessary.

(2) The final scope of sale or delivery of Products will be specified when Pilz accepts an order for processing. If the confirmation provided by Pilz does not contain any details referring to delivery specification, this means that the delivery will be carried out according to the specification stated by the purchaser in the order. Any additional arrangements and alterations need to be confirmed by Pilz in writing on pain of invalidity.

(3) Pilz will not accept any returned packaging. The purchaser is obliged to dispose of such packaging at its own cost.

(4) During sale or delivery, Pilz reserves the right to introduce amendments to the Products as regard their design and shape, based on technical improvements and/or legal requirements, provided that they do not materially change the delivered Product.

### § 4 Prices / Terms of Payment

(1) Except as otherwise agreed, the prices are ex-works prices according to Incoterms 2010 plus the statutory goods and services tax rate.

(2) Except as otherwise agreed, the prices of all delivered goods are catalogue prices applicable at Pilz on the day of issuing the invoice (date of issuing the VAT invoice).

(3) Rebates will be offered only when expressly provided for in the offer.

(4) Except as otherwise noted when accepting an order for processing, the term of payment of the entire sales price together with the goods and services tax due under applicable provisions of law is 14 calendar days from the date of issuing the VAT invoice. If the purchaser defaults on timely payment, Pilz will be entitled to demand the payment of statutory interest on overdue amounts.

(5) Pilz is entitled to issue partial VAT invoices for partial deliveries or sales of Products in batches. The payment deadlines will run separately for each partial VAT invoice.

(6) Pilz is entitled to credit any payments made towards due liabilities in reverse chronological order.

(7) Should the purchaser's financial condition deteriorate significantly after Pilz has accepted an order for processing or Pilz learns about a prior deterioration of the purchaser's financial situation which in the belief of Pilz might prejudice the purchaser's credit standing, Pilz will be entitled to demand, at its own discretion, that an advance payment or other form of collateral be provided. In addition, it is a standard practice of Pilz to require an advance payment from all new Customers. Pilz is entitled to withdraw from a sale or delivery agreement should the purchaser fail to comply with Pilz's request.

(8) The prices apply solely to sales and deliveries effected on the territory of Poland

### § 5 Open Orders

Open orders will be carried out in agreed time slots and/or on agreed dates based on a schedule agreed with Pilz in writing.

### § 6 Delivery Date / Delayed Delivery

(1) If any of the conditions necessary for Pilz to sell and deliver the Products are not met and therefore some technical doubts remain, or Pilz does not receive all documents

to be obtained or produced by the purchaser, such as for example drawings, descriptions, any permits or approvals to be submitted by the purchaser, or any agreed advance payments are not credited at Pilz's bank account, or if any doubts not resolved by the purchaser remain, the delivery date set out by Pilz is postponed until the purchaser removes any existing obstacles.

(2) The sale/delivery date of the Products is assumed to be complied with if the articles to be sold/delivered left the Pilz warehouse before the agreed sale/delivery date or alternately before the sale/delivery date specified by Pilz within at most one week after that date, or if the purchaser was notified about an article being ready for shipping before the expiry of the calendar week stated when accepting the order for processing.

(3) The sale/delivery date of the Products will be prolonged accordingly if circumstances over which Pilz has no control arise, insofar as such circumstances delay the sale/delivery date. The above applies in particular to events affecting a Pilz subcontractor. The provision of this point (3) applies in particular to events resulting from labour disputes, including strikes and lockouts. Pilz may not be held liable for any delay in sale or delivery of the Products that results from circumstances listed

in this point (3) also when such circumstances take place during an ongoing delay. Pilz will notify the purchaser as soon as possible about the onset and cessation of the circumstances referred to in this point (3).

(4) Should sales or deliveries of Products be delayed, the purchaser will not be entitled to seek any damages for such delays, except in cases resulting exclusively from the wilful misconduct of Pilz.

### § 7 Returns of Goods / Costs of Order Cancellation

(1) The general rule is that goods delivered by Pilz cannot be returned, provided that the delivery occurred in compliance with the order submitted by the purchaser. Pilz will be entitled to deviate from this rule in justified cases, however the goods must be returned in original packaging. In such case, the purchaser is obliged to reimburse Pilz for 20% of the net catalogue price of the returned goods as compensation for order reprocessing and storage costs.

(2) If an order is cancelled by the purchaser, Pilz will be entitled to demand the payment of a contractual penalty equal to 10% of the catalogue price (together with the due goods and services tax) to cover the costs of order processing and compensate for lost profits, which does not prejudice the right of Pilz to seek damages in excess of the reserved contractual penalty on general terms.

### § 8 Failure / Delay to Collect the Goods

(1) If the purchaser does not collect the Products or breaches any other obligation under the agreement to sell or deliver the Products, Pilz will be entitled to demand damages for all losses sustained, including all additional expenses and outlays. In such case, the risk of accidental damage, loss or destruction of the Products passes to the recipient by the date on which the purchaser was obliged to collect the Products.

(2) When the deadline to deliver or sell the Products is postponed on request of the purchaser or for reasons attributable to the purchaser, the purchaser will be charged with all resulting costs of Product storage from the beginning of the month in which the Products were notified as ready for shipping/delivery, the minimum amount of costs being 0.5% of the gross value of the Product sale or delivery agreement for each commenced month of Product storage. Pilz is entitled to seek damages in excess of the amount due to Pilz according to the provisions of the preceding sentence.

(3) Regardless of the rights provided for in this section, Pilz will be entitled to withdraw from the agreement once it has requested the purchaser to collect the Products and granted a grace period, within 10 business days from the deadline set by Pilz, and will also be entitled to deliver the Products to the purchaser at the cost and risk of the latter.

### § 9 Place of Performance

For each delivery agreed to take place ex-works in accordance with Incoterms 2010, the place of performance of the contractual obligation is Warsaw.

### § 10 Passing of Risk

(1) Except as otherwise agreed, each delivery takes place ex-works according to Incoterms 2010.

(2) The provisions of this section apply also when partial deliveries have been agreed.

(3) When Pilz consented to cover the costs of transport, delivery or installation of the Products upon accepting the order for processing, such consent not affect the provision of the GTTOSP concerning passing the risk of accidental loss, damage or destruction of the Products to the purchaser.

(4) If sale or delivery of the Products is delayed as a result of circumstances attributable to the purchaser, the risk of accidental loss, damage or destruction passes to the purchaser as of the date on which the Products were ready for shipping.

(5) The purchaser is not entitled to refuse collecting the Products, including Products with non-essential defects, while retaining its rights under section 11 (Warranty).

(6) Pilz is entitled to ship/deliver the Products in batches.

### § 11 Warranty

(1) The warranty period is 12 months and runs from the date on which the risk of accidental loss, damage or destruction of the Products has passed to the purchaser.

(2) The warranty and liability of Pilz is limited to performing the agreement by delivering a functioning Product, and if the Product is not functioning for reasons inherent in the Product, by having Product repaired or replaced at the discretion of Pilz. If a defect is to be repaired, Pilz will bear the necessary costs of repair.

If for legal or commercial reasons additional activities are required to repair the end Product and the repair takes place in fulfilment of the sale or delivery agreement during combining, matching, processing, or other repair of damages, Pilz will not reimburse the purchaser for the cost of such additional activities in proportion to the value of the delivered Product as compared with the sale price of the end Product. The provision referred to in the preceding sentence applies also when performance of sale or delivery is related to end Products which are not combined, matched, or processed together with other Products, or for Products whose further processing had already been completed.

If the Product is defective and activities undertaken at least twice to deliver a working Product or repair the Product by a reasonable date, taking into account the actual circumstances of the sale or delivery, not shorter however than 60 calendar days, prove ineffective, the purchaser

will be entitled to withdraw from the agreement within no more than 10 calendar days from the date on which Pilz confirmed that proper performance of the sale/delivery agreement is not possible. The purchaser is however not entitled to withdraw from the agreement if the breach of the sale/delivery agreement is not essential, especially in case of minor Product damage. The purchaser is in no case entitled to demand the reduction of the Product price / Pilz remuneration.

(3) Subject to point (4), the purchaser is not entitled to seek damages for losses caused by a defect of the Product.

(4) If a defect cannot be repaired and the purchaser seeks damages following its withdrawal from the agreement pursuant to the agreement within no more than 10 calendar days from the date on which Pilz confirmed that proper performance of the sale/delivery agreement is not possible, the Products remain with the purchaser until collected by Pilz. Pilz is not obliged to bear the costs of storing such Products for a period necessary to collect the products without undue delay.

In the case referred to in the first sentence of this point (4), the damages will be limited to the difference between the purchase price of the Product and the actual value of the defective Product, and if the Product was repaired by a third party, the damages will be limited to the difference between the Product purchase price increased by the remuneration paid to the third party and the actual value of the defective Product less any expenditures and outlays spared by Pilz. If the Products have defects arising from matching, combining, or processing (further processing) of defective Products, Pilz is not obliged to pay damages for loss in proportion to the ratio between the actual value of the delivered Product and the purchase price expected for the final Product if the delivery was free of defects.

(5) The Product descriptions published by Pilz do not contain any Product design details. No public statements, promotions or advertisements of the Product may be considered to describe Product design details.

(6) If the customer receives incomplete Product installation instructions, PILZ PL will be obliged only to deliver complete Product installation instructions, and only when the incompleteness of the installation instructions could hinder the proper installation of the Product.

(7) The warranty expires when the purchaser fails to notify Pilz about obvious faults within two weeks from the date of collecting the goods and about latent faults within two weeks from the date of discovering the faults, not later however than the end of the warranty period. All faults, including legal defects, should be reported in writing on pain of invalidity.

(8) It is the obligation of the purchaser to prove that the faults are reported by the deadlines referred to in point (8) of this section. The purchaser is also obliged to prove that it did not undertake any actions in order to repair the fault on its own.

(9) It is the obligation of the purchaser to document both the fault and the resulting loss, regardless of the preceding provisions, in a manner compliant with generally accepted technical standards.

(10) Pilz does not grant to the purchaser any additional legal warranties and is not liable under statutory warranty.

### § 12 Limitation of Liability

(1) Pilz is not liable, including under warranty, in particular when the faults occurred after the risk of accidental loss, damage or destruction of the Product has passed to the purchaser, when the purchaser was aware of the defect upon purchasing the Product, when the purchaser failed to comply with the operating instructions while using the Product, when the Product is not compliant with individual specifications submitted by the purchaser, when the purchaser selected Product components or its own, when the purchaser used the Product contrary to its purpose, when the Product was installed in an improper location or manner, when the faults are minor or the breach of the provisions of the sale or delivery agreement is not essential, or when the purchaser is at fault. The burden of proof that circumstances excluding the liability of Pilz did not take place rests with the purchaser.

(2) The liability of Pilz is in any case limited to the average level of direct loss which can be expected for a Product of that kind and the sale or delivery agreement typical for it.

(3) Any other claims against Pilz that are not mentioned in the following provisions of this section are excluded. Specifically, Pilz is not liable for damage caused directly by Products actually delivered, in particular for lost profits or damage to any other assets belonging to the purchaser or a third party, including products produced as a result of matching, combining, processing and/or further processing of the Products.

(4) The exclusion and limitation of liability listed in points (1) and (2) does not apply to losses caused by death or bodily injury intentional or resulting from wilful misconduct or gross negligence of Pilz. In such case, the liability will be limited to the average level of direct loss which could be expected in a typical sale or delivery agreement.

(5) If Pilz breaches essential provisions of a sale or delivery agreement, the liability of Pilz for paying damages in case of property loss will be limited to the amount of Pilz's third party liability, unless the breach is the result of wilful misconduct or gross negligence of Pilz. If Pilz liability is excluded or limited, the exclusion or limitation also applies to the personal liability of hired personnel, employees, associates, agents and anyone acting on the authority or in the name of Pilz.

(6) The liability of Pilz is excluded in general if the delivered article, following a request of the purchaser, contains components other than manufactured or named by Pilz. The purchaser bears the burden of proof that such modification did not cause a fault of the delivered Product.

(7) Pilz is not liable for any installation or other works related to the Product which were undertaken by the purchaser on its own. Proving that installation was performed correctly is an obligation of the purchaser.

### § 13

#### Retention of Title

(1)

The Products remain the property of Pilz until all claims resulting from current business relationships with the purchaser are fully satisfied. When the purchaser fails to perform or performs incorrectly the sale or delivery agreement, especially when the performance is delayed, Pilz is entitled to demand that the Product covered by the agreement be handed over. Exercising the right to demand Product handover does not constitute withdrawal from the sale or delivery agreement, unless expressly affirmed by Pilz in writing.

(2)

Until the proper performance of the sale/delivery agreement by the purchaser, the purchaser is obliged to observe due care in using and storing the Product. In particular, the purchaser is obliged to insure the Product, at its own cost, against fire, flood and theft and to maintain such insurance for a sum equivalent to the value of a new Product. If maintenance and inspection works are required, the purchaser should conduct them in a regular and timely manner at its own cost.

(3)

Until the proper performance of the sale/delivery agreement by the purchaser, the purchaser is obliged to immediately notify Pilz of any takeovers or handovers of the Product by third parties and to cover all Pilz losses related to such takeover or handover of the Product by third parties.

In addition, the Purchaser is also obliged to promptly notify Pilz in writing if the Product is in any way damaged, destroyed or lost, and is likewise obliged to reimburse Pilz for all losses sustained as a result.

The purchaser is obliged to immediately notify Pilz of any change of the place of its business activities.

(4)

Until the proper performance of the sale/delivery agreement by the purchaser, any processing or modernisation of the Product done by the purchaser must always be conducted in the name and on the authority of Pilz. If the Product is processed together with other products not owned by Pilz, then Pilz will acquire a share in the right of joint ownership in proportion to the value of the Product compared to other processed products at the moment of processing.

In all other respects, the newly produced product will be subject to the same clauses as a delivered Product the title to which is retained by Pilz.

(5)

Until the proper performance of the sale/delivery agreement by the purchaser, if the Product is combined with other products not owned by Pilz, then Pilz will acquire a share in the right of joint ownership of the new product in proportion to the value of the Product compared to other processed products at the moment of combining.

If the products are combined so that the purchaser's products can be considered as the major component, it is deemed that the purchaser grants to Pilz a proportional share in the right of joint ownership.

### § 14

#### Special Right to Terminate the Agreement / EU Anti-terrorist Legislation

(1)

Insofar as the provisions of an agreement between Pilz and the purchaser may violate existing domestic and international legislation (such as the EU anti-terrorist legislation), Pilz will be entitled to terminate the agreement with immediate effect.

(2)

In such special case the purchaser will not be entitled to demand any compensation.

(3)

The purchaser should be aware of all essential legislation that might prevent Pilz from performing the sale or delivery agreement.

### § 15

#### Final Provisions

(1)

Any additional agreements bind Pilz only if confirmed by Pilz in writing on pain of invalidity.

(2)

The GTTOSP are governed by Polish law. In matters not regulated herein, the respective provisions of the Civil Code and other applicable provisions of law apply.

(3)

The Parties agree that all disputes between Pilz and the purchaser related to the interpretation or performance of the sale or delivery agreement and the GTTOSP will be resolved by mutual agreement. If achieving an agreement is not possible, the court competent to resolve the dispute will be the common court having jurisdiction according to the seat of Pilz.

(4)

For the avoidance of doubt, the Parties agree that if any of the provisions of the GTTOSP becomes null and void or has another legal defect, this will not affect the other provisions of the GTTOSP. As far as invalid or unenforceable provisions are concerned, the Parties will negotiate in good faith, insofar as possible, alternative provisions which are binding and enforceable and reflect the original intent of the Parties.