

**PILZ AUTOMATION SAFETY, L.P. General
Terms and Conditions
For the Sale of Pilz Products
Effective June 3, 2021**

1. SUBJECT MATTER OF THE AGREEMENT

These General Terms and Conditions govern the sale of all products of Pilz Automation Safety, L.P. (hereinafter referred to as PILZ) that are not covered by any of the following separate General Terms and Conditions of PILZ:

- a) Standard software products (except for PAS 4000 products): These are covered by the Pilz General Terms and Conditions for Software Products, except for PAS 4000.
https://www.pilz.com/mam/pilz/content/editors_subsidia ries/tg-us5/pilz_general_terms_and_conditions_for_software_products_excluding_pas.pdf
- b) PAS 4000 products: These are covered by the General Terms and Conditions for PAS 4000 Products.
https://www.pilz.com/mam/pilz/content/editors_subsidia ries/tg-us5/pilz_general_terms_and_conditions_for_pas_softw are_products.pdf
- c) Services. PILZ applies separate General Terms and Conditions to the performance of services (General Terms and Conditions for Services),
https://www.pilz.com/mam/pilz/content/editors_subsidia ries/tg-us5/pilz_general_terms_and_conditions_-_services.pdf

2. GENERAL/SCOPE

2.1. These General Terms and Conditions shall apply to all current and, by way of a blanket agreement, also to all future business relationships between PILZ and the customer, without PILZ needing to refer to the General Terms and Conditions in each specific case, unless other General Terms and Conditions of PILZ have been incorporated into the future contracts.

The quotations and declarations of acceptance, together with the latest version of these General Terms and Conditions, comprise the complete and exclusive agreement between PILZ and the customer. These General Terms and Conditions are freely accessible at any time on the Internet at <https://www.pilz.com/en-US/termsandconditions>, and may be saved and printed out by the customer in a reproducible form.

2.3. Terms of purchasing requested by the customer are hereby expressly rejected and shall not become part of this agreement, regardless of PILZ's knowledge of such conditions, unless expressly agreed in writing by PILZ. This confirmation requirement shall still apply if PILZ supplies goods to the customer without reservation, in full knowledge of the customer's terms and conditions, which conflict with or differ from the present terms. Any written consent by PILZ shall in each case apply only to the individual instance expressly referred to therein.

3. FORMATION OF CONTRACT

3.1. Quotations by PILZ are not binding. The quotations made by PILZ in the E-Shop constitute a non-binding invitation to the customer to order goods from PILZ. Offline orders may be placed with PILZ in the e-shop at <http://www.pilz.com/en-INT/e-shop>.

3.2. Customer orders placed online may be accepted by PILZ within 4 weeks unless otherwise indicated in the customer's order. By placing an order in the PILZ eshop, i.e. clicking on the "Order" button, the customer submits a binding offer to conclude the purchase agreement described therein. PILZ shall confirm receipt of the order without delay, but confirmation of receipt is not acceptance of the order by PILZ. PILZ may accept the binding offer by the customer, unless otherwise agreed with the customer, up to 7 days after its receipt by PILZ by means of transmitting an order confirmation. Unless expressly agreed to in writing by PILZ, PILZ general product details shall apply.

3.3. Acceptance by PILZ may be declared either in writing through confirmation of the order (including by telefax and e-mail) or by shipping of the goods to the customer. In this case, too, the customer shall receive a written order confirmation. In the absence of any other written agreements, the written order confirmation of PILZ shall define PILZ's performance obligations.

3.4. There are no verbal ancillary agreements at the time of conclusion of the contract. Written individual agreements (including ancillary agreements, supplements and amendments to these General Terms and Conditions) expressly reached between the customer and PILZ on an ad hoc basis shall take precedence over these General Terms and Conditions, but solely to the extent that they have been reached prior to the conclusion of the contract. A written contract or – in its absence – written confirmation to the customer by PILZ shall be decisive with regard to the content of such individual agreements.

3.5. PILZ reserves the right to make reasonable technical changes as well as reasonable changes to form, color and/or weight of the delivery items.

3.6. All warranties shall only be granted if expressly designated and declared in writing by PILZ. The properties of the goods to be delivered shall be as indicated in the PILZ product description at the time of acceptance of the respective contract. Other information such as technical data, descriptions, illustrations and drawings, specified measurements and weights are subject to constant change, even where these refer to standards. PILZ shall only be bound by such information where it has been confirmed in advance by PILZ as binding.

3.7. PILZ reserves all intellectual property rights and copyright in the PILZ goods and products, including illustrations, drawings, drafts, models, samples, calculations, estimates and any other documents and objects, and such items shall not be made available to third parties by customer without express prior written agreement from PILZ.

4. DELIVERY

4.1. Part shipments shall be permissible to the extent that is reasonable for the customer.

4.2. Unless otherwise indicated in the contract between PILZ and the customer, all delivery terms are "ex works" PILZ factory/storehouse in accordance with Incoterms 2010.

4.3. The customer is responsible for conducting all export and import obligations with respect to delivery items and shall bear all costs (including duties) incurred for these processes. PILZ shall provide reasonable assistance to the customer with

these processes. The delivery items may be subject to (re-)export restrictions, e.g. of the United States of America or the European Union. The customer shall observe and comply with all applicable stipulations, laws, and regulations if the items are resold or otherwise exported.

4.4. Delivery dates and delivery deadlines shall always only be approximate and shall not be binding on PILZ, unless a delivery date was expressly agreed in writing as binding upon conclusion of the contract. The delivery deadline or delivery date has been met if the delivery items have left the PILZ plant within the deadline, or the customer has been notified by PILZ that the goods to be delivered are ready for shipping within the delivery deadline. At the beginning of the delivery period specified by PILZ it shall be assumed that all technical queries have been clarified and the customer's obligations have been met in a timely and proper manner. In particular this shall include any documents to be obtained or produced by the customer, such as drawings, descriptions, any permits or approvals to be submitted by the customer and any agreed prepayments credited to PILZ's account as agreed with PILZ. If any of these conditions is not met or if there are matters for which the customer is responsible that await clarification, the delivery period quoted by PILZ shall be postponed until the impediment is remedied or removed by the customer, and the deadline shall consequently be extended by the period of the delay.

4.5. If the customer demands amendments or supplements to the contract after its conclusion, e.g. customer-specific amendments to the delivery items that render it impossible to meet the delivery deadline or delivery period, the delivery date shall be delayed or the delivery deadline extended, as determined by PILZ, in accordance with the amendments and supplements demanded.

4.6. The performance shall be subject to correct and punctual delivery by suppliers to PILZ, and PILZ shall have no liability to the customer for its delivery obligation if, through no fault of its own, PILZ does not receive supplies from its own suppliers even though PILZ has previously concluded a corresponding supply agreement with the supplier. PILZ shall notify the customer without delay if a supplier has failed to supply PILZ, and in such event, PILZ shall have the right to terminate its delivery obligation and any consideration – where already paid by the customer – will be refunded without delay.

4.7. The customer shall be obliged to accept a delivery item that exhibits only negligible differences compared to the agreed properties or negligible impairment of use.

4.8. The costs of shipping shall be borne by the customer, with the choice of shipment route and method at the discretion of PILZ. Transport insurance shall only be concluded at the express request and at the customer's expense.

4.9. During the delivery period, PILZ reserves the right to amend the design or form based on technical improvements and/or statutory requirements, provided these do not significantly change the delivery item or the agreed delivery and the amendments are acceptable to the customer.

5. CALL-OFF ORDERS

Delivery of call-off orders shall be taken within the agreed time scales or on the agreed dates. If the goods have not been called off within the specified periods, the risk of accidental loss and accidental deterioration of the delivery item shall pass to the customer. After expiry of the deadline, the customer shall be responsible for the greater of the actual

costs incurred in storage of the goods by PILZ or 0.5 % of the invoice total per month.

6. PRICE AND TERMS OF PAYMENT

6.1. In the absence of any specific agreement, prices shall apply "ex works" in accordance with Incoterms 2010; prices include loading inside the factory but exclude packaging, transport and transport insurance, plus the statutory rate of VAT and all other applicable taxes.

6.2. Unless agreed otherwise, prices for all goods to be supplied shall be the list prices in effect on the date of order confirmation.

6.3. PILZ may issue part invoices for part shipments. Payment terms shall run separately for each part invoice.

6.4. Discounts shall only be offered by specific written agreement.

6.5. Unless stated otherwise in the order confirmation/quotation, the net sales price (before deductions) shall be payable within 30 days of the invoice date. If the customer defaults on payment, PILZ shall be entitled to charge interest on the money owed at a rate of 8 % p.a. above the base interest rate of the European Central Bank. PILZ reserves the right to provide evidence of and claim for greater losses resulting from default. For its part the customer shall have the right to prove a lower level of loss.

6.6. Should there be a significant deterioration in the customer's financial situation after the contract is accepted, or should PILZ become aware of an earlier deterioration of the financial situation after the contract is concluded, and which gives rise to reasonable doubts concerning the customer's creditworthiness, PILZ shall be entitled to request either payment in advance or a payment bond, at its own choosing. PILZ shall be entitled to terminate its delivery obligation if the customer fails to comply with this request.

7. RIGHT OF RETENTION/OFFSETTING

7.1. The right to retain payments on the grounds of any claims of the customer against PILZ is excluded, unless the right of retention rests on undisputed or final and absolute claims of the customer.

7.2. Offsetting of the customer's own receivables against receivables of PILZ shall not be permitted, unless the right of retention rests on claims of the customer from the same contractual relationship with PILZ.

8. FORCE MAJEURE

The delivery date shall be postponed and the delivery period extended appropriately in the event of measures in connection with industrial disputes, in particular strikes and lockouts, as well as in the event of other unforeseeable occurrences for which PILZ is not responsible, to the extent that such impediments affect the completion or shipment of the delivery items. The aforementioned circumstances shall not be the responsibility of PILZ even if they arise during an existing delay. PILZ shall notify the customer of the start and end of such impediments within three working days.

9. PASSAGE OF RISK

9.1. The risk of accidental loss or accidental deterioration of the delivery items shall pass to the customer as soon as the

delivery items have left the premises of PILZ or PILZ has given notice of readiness to ship.

9.2. If the customer is in default of acceptance of delivery, this is equivalent to delivery of the items.

9.3. If shipment of the subject matter of the contract is delayed as a result of circumstances that are the responsibility of the customer, the risk passes to the customer from the day that notification of readiness to ship is issued.

9.4. To the extent that PILZ has contractually agreed to assume the shipping, delivery or installation costs of delivery items, this shall not affect the above clauses regarding the passage of risk.

9.5. The above clauses shall also apply to partial shipments.

10. DEFAULT AND IMPOSSIBILITY

10.1. If PILZ should default on its obligation to deliver, PILZ's liability to the customer shall not exceed the lesser of customer's actual costs or 5 % of the total purchase price.

10.2. Notwithstanding a right of withdrawal of the customer in the event of defects (see Item 13 Warranty and Item 14 Defects of Title in these General Terms and Conditions), the customer may only withdraw from the contract due to the impossibility of performance by PILZ or due to default by PILZ.

10.3. In addition, the customer is required to have first given PILZ in writing a suitable deadline of at least 2 weeks to fulfil the contractually due performance, stating expressly that it withdraws from the contract and/or claims compensation if that deadline is not met (setting of deadline with warning of rejection of performance). After this deadline has passed, the customer is obliged to declare, at the request of PILZ, whether it still insists on performance or withdraws from the contract. If the customer does not make any such declaration within a suitable period set by PILZ, the customer shall no longer be entitled to decline performance or withdraw; he may merely accept performance.

10.4. Setting of a deadline with warning of rejection of performance may only be dispensed with if PILZ seriously and definitively refuses the contractually due performance or in the event of special circumstances that justify immediate withdrawal, after weighing up the interests of both parties.

10.5. The customer may not withdraw before the due date of performance, nor in the event of merely immaterial dereliction of duty by PILZ. Finally, withdrawal is excluded if the customer is responsible for the circumstances that would entitle it to withdraw, or if circumstances for which PILZ is not responsible arise during the customer's default of acceptance.

10.6. The entitlement to compensation or reimbursement of expenses from default or impossibility shall be subject to Item 16 of these General Terms and Conditions.

11. DEFAULT OF ACCEPTANCE/ DELAYED ACCEPTANCE

11.1. If the customer should default on acceptance or breach any other obligation, PILZ shall be entitled to damages for any loss incurred, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the customer at the point at which acceptance was delayed.

11.2. If delivery or dispatch of the delivery item is delayed at the request of the customer, the customer shall be charged for the resulting storage costs, from the beginning of the month after the date on which the item was notified as ready for delivery or dispatch and for each subsequent month or part of month, at a rate of at least 0.5 % of the invoice total. The customer reserves the right to prove a lower level of loss, and PILZ a higher level.

11.3. After an appropriate period of time, as notified to the customer, PILZ shall also be entitled to withdraw from the contract or to supply the delivery item elsewhere and to supply the customer in keeping with the contract, after an appropriately extended deadline.

12. NOTICE OF DEFECT

12.1. The customer shall inspect the delivery items within 10 working days of delivery. Notice of defects of title or of material defects, the absence of a property possibly warranted by PILZ in the delivery items as well as delivery of excess amounts, short amounts or wrong deliveries (defects) shall – to the extent that they are obvious – be given by the customer without delay in writing, but no later than a further 5 working days of the end of the inspection period stated in sentence 1.

12.2. Notice of defects not identifiable in a customary receiving inspection pursuant to Item 12.1 of these General Terms and Conditions shall equally be given without delay by the customer, but no later than 14 days after detection.

12.3. Notice of defect by the customer must contain a detailed description of the specific defect with the specifics of the individual case.

12.4. If notice of defects is not given within the periods set forth above in Items 12.1 and 12.2 of these General Terms and Conditions, all warranty claims against PILZ shall be void.

13. WARRANTY AGAINST MATERIAL DEFECTS

13.1. In the event of a defect – except for defects of title, which are covered by Item 14 – Defects of Title – of these General Terms and Conditions – the warranty provided by PILZ for defects notified within the proper periods pursuant to Item 12 of these General Terms and Conditions shall be limited initially to remedial action through elimination of the defect (rectification) or replacement, at the discretion of PILZ, provided the customer proves that the defect was already present upon the passage of risk.

13.2. The customer shall, in consultation with PILZ, grant PILZ the necessary time and opportunity to rectify or replace the delivery items. Bearing in mind the complexity of the delivery items, PILZ shall be granted up to three attempts at rectification. If PILZ is to take remedial action at a site other than the place of delivery and no repair/service agreement is in place, the customer shall reimburse PILZ the transport, travel and accommodation costs that result from travelling to the actual place of use of the delivery items, plus any other costs arising from remedial action, unless transfer to another place reflects the intended use of the delivery items.

13.3. PILZ shall moreover not be obliged to rectify or replace delivery items if this is only possible at undue cost. Such costs are undue if they exceed 25 % of the purchase price of the delivery items.

13.4. Any parts replaced under warranty shall become the property of PILZ.

13.5. In the event that remedial action fails – i.e. if PILZ allows an appropriate deadline issued to PILZ for remedial action to pass, has attempted rectification twice or made one replacement delivery and the notified defect is nevertheless not remedied, if PILZ unjustifiably refuses or unduly delays necessary remedial action or replacement delivery or if rectification is deemed unreasonable for the customer for other reasons, or PILZ justifiably refuses remedial action as undue – the customer may invoke the statutory legal redress of withdrawal and price reduction in lieu of rectification or replacement delivery, as well as compensation or the entitlement to reimbursement of expenses, the latter within the framework of Item 16 of these General Terms and Conditions.

13.6. Where the breach of contract is slight, particularly in the case of minor defects, the customer shall have no right of withdrawal.

13.7. In the event of merely a minor defect, damages owed by PILZ shall be limited to the difference between the purchase price and the value of the defective delivery items.

13.8. For third-party products, the warranty provided by PILZ shall be limited to the assignment of the warranty which PILZ has from the manufacturer of the third-party products. In the event that the customer is unable to assert its warranty rights against the manufacturer of the third-party products, PILZ shall furnish the warranty within the framework of these terms and conditions. Any warranties furnished by manufacturers of third-party products shall not be affected.

13.9. If notice of defect was issued without cause by the customer, PILZ shall be entitled to demand reimbursement of expenses incurred by PILZ from the customer.

13.10. Should the customer receive defective installation instructions, PILZ's sole obligation shall be to supply fault-free installation instructions, and in that case only if the fault in the installation instructions can lead to improper installation.

13.11. The liability of PILZ is generally excluded (i) where components other than those manufactured or specified by PILZ have been built into the article of sale, and (ii) where components manufactured or specified by PILZ have been altered, modified, or repaired by a third party without PILZ's express written consent. The customer shall be responsible for proving that such a modification did not cause the defect on the delivery item.

13.12. PILZ shall not be liable for any installation work carried out by the customer himself. The burden of proof that the installation is free from defects shall lie with the customer. ANY IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED.

14. WARRANTY AGAINST DEFECTS OF TITLE

14.1. PILZ warrants that, to its knowledge, the contractually agreed use of the delivery items by the customer in the country of the place of delivery does not conflict with third-party rights. In the event of defects of title, i.e. if third parties make justified claims against the customer on the grounds of a breach of protective rights by items delivered by PILZ and used in the contractually agreed manner, and if notice of defect is given pursuant to Item 12 of these General Terms and Conditions, PILZ warrants that PILZ shall, at its own discretion, obtain a lawful way to use the delivery items for the customer or modify or exchange the delivery items in such a way that the protective right is not breached. PILZ may exchange the relevant delivery items for equivalent delivery

items that meet the contractual provisions, provided this is reasonable for the customer. If PILZ is unable to do so on appropriate terms, the customer shall have the statutory rights of withdrawal or reduction, as well as entitlements to reimbursement of expenses. The obligation of PILZ to pay compensation or reimburse expenses shall be in accordance with Item 16 – Compensation – of these General Terms and Conditions.

14.2. The customer shall notify PILZ without delay in writing if third parties assert protective rights (e.g. copyrights or patent rights) over the delivery items. The customer shall authorize PILZ to conduct the dispute with the third party on its own. PILZ shall contest or satisfy the claims at its discretion and in consultation with the customer. Provided PILZ exercises this authorization, the customer may not of its own accord recognize the claims of the third party without the consent of PILZ; PILZ shall contest the claims of the third party at its own expense and release the customer from all costs associated with contesting these claims, provided these do not arise as a result of behavior of the customer in breach of its duty (e.g. contractually non-compliant use of the delivery items). If the customer should cease to use the delivery items in order to mitigate the damage or for other good reasons, it is obliged to inform the third party that no acknowledgement of a breach of protective rights is associated with the cessation of use.

14.3. Claims of the customer are excluded to the extent it is responsible for the breach of protective rights or the breach of protective rights is caused by special stipulations of the customer, by use in a manner not foreseeable by PILZ or caused, for example, by the delivery items being modified by the customer or used in conjunction with products not supplied by PILZ.

14.4. All further claims based on a defect of title are excluded.

15. TIME-BARRING OF CLAIMS DUE TO MATERIAL DEFECTS AND DEFECTS OF TITLE

The limitation period for all claims for defects shall be 12 months from delivery of the delivery items. For claims for injury to life, limb or health caused by a defect for which PILZ is responsible, as well as if the defect arises from intentional or grossly negligent dereliction of duty by PILZ, for fraudulent concealment of a defect or defects of title, or product liability claims, the statutory limitation periods shall apply.

16. COMPENSATION

16.1. Unless otherwise agreed in these provisions, all compensation claims of the customer for losses of any kind, including for reimbursement of expenses and indirect losses, such as loss of profit, shall be excluded. This applies in particular to claims for all breaches of obligations resulting from the contractual relationship or from tort. The exclusion of liability shall also apply if PILZ has used subcontractors or vicarious agents.

16.2. Notwithstanding Item 16.1 of these General Terms and Conditions, PILZ shall be liable for claims by the customer for claims only if:

- a) there is gross negligence on the part of PILZ,
- b) PILZ has fraudulently concealed a defect,
- c) injury to life, limb or health has been directly and solely caused by PILZ, and
- d) PILZ is in breach of material contractual obligations, i.e.

(aa) in the event of material dereliction of duty that jeopardizes the achievement of the purpose of the contract, or

(bb) in the event of breaches of obligations the fulfilment of which makes the proper fulfilment of the contract possible in the first place, and on the compliance with which the customer regularly relies or is entitled to rely ("material contractual obligations").

16.3. In the event of Item 16.2 (d) of these General Terms and Conditions – Breach of Material Contractual Obligations – in the case of merely simple negligence the liability of PILZ shall however be limited in its amount to reimbursement of the foreseeable, typically incurred loss.

16.4. The exclusion of liability shall not be applicable in respect of claims under product liability law. The aforementioned provisions do not entail a change in the burden of proof to the disadvantage of the customer.

17. CANCELLATION COSTS

Should the customer withdraw from an order it has placed without the customer having a contractual or statutory right of withdrawal, PILZ may – once the customer has been given an appropriate period to remedy the situation – claim 10 % of the sales price as liquidated damages for the costs incurred in processing the order and for loss of profit, without prejudice to any subsequent claim for greater actual loss. The customer shall reserve the right to prove a lower level of loss.

18. RETENTION OF TITLE

All deliveries shall remain the property of PILZ until the payment in full of all receivables of PILZ existing at the time of conclusion of the contract, whatever the legal basis. If PILZ has accepted checks or bills of exchange on account of performance in the interests of the customer, all deliveries shall remain the property of PILZ until such liabilities are fully discharged. The same shall apply if payments have been made for specially designated receivables. The addition of individual receivables to an open account as well as the striking and acceptance of such a balance shall not affect retention of title.

19. CONFIDENTIALITY

19.1. The customer shall protect confidential information, i.e. all data and information which it receives in connection with its contractual relationship with PILZ (hereinafter: "Confidential Information"), such as illustrations, drawings, drafts, models, samples, calculations, cost estimates and other documents or items. The customer undertakes to use Confidential Information only for the purposes of the contract concluded with PILZ and not to circulate it among or otherwise disclose it to third parties without the prior express written consent of PILZ.

19.2. The customer is obliged to protect Confidential Information against access by third parties. The customer shall exercise the same care in this respect that it would take in handling its own confidential information, but at least due care. The customer is obliged to secure from its employees the same obligations to protect Confidential Information. The customer shall notify PILZ without delay in writing if he acquires knowledge of an impending or existing breach of the confidentiality agreement or has suspicions to that effect.

19.3. The obligation to protect Confidential Information

shall cease to apply if the customer can prove that

- a) this Confidential Information was already known to it prior to the disclosure of this information by PILZ; the Confidential Information is generally known or has become generally known without
- b) it has legitimately received this Confidential Information from third parties without imposition of a confidentiality obligation and without it having any evidence that the third parties are in breach of confidentiality obligations imposed on these third parties;
- c) breaching this confidentiality obligation;
- d) this Confidential Information was or is developed by the customer independently of its disclosure by PILZ.

19.4. PILZ reserves all rights to the Confidential Information (including copyrights, the right to register industrial property rights and patents, utility models, topography rights, designs, brands) and rights of ownership to the items made available and containing the Confidential Information (papers, disks etc.). In no case shall rights of ownership, license, reproduction, use or other rights be granted to the customer for Confidential Information of PILZ, regardless of whether such information is covered by protective rights or not.

In the case of items or documents on which PILZ has protective rights and/or which are protected as commercial/company secrets, the customer shall only be permitted to use the item in accordance with PILZ's express conditions, unless specific usage methods are permitted to a third party.

19.5. At the request of PILZ, the customer shall without delay return all Confidential Information received from PILZ. Confidential information shall be returned unprompted to PILZ free of charge once it is no longer needed. The customer shall have no right of retention to these documents or items. An exception merely applies for copies that must be archived in fulfilment of binding statutory requirements. All Confidential Information present on computers shall be deleted upon request.

19.6. The confidentiality obligation shall apply for three years after the end of the contract.

20. RETURNS FOR REASONS OTHER THAN WARRANTY

20.1. The customer may be permitted to return any purchased product provided all of the following conditions apply:

- a) The product remains unopened and in its original factory packaging.
- b) The product is of the type that is normally stocked by PILZ, and was not custom built for customer or any other party.
- c) The quantities returned were not sold by PILZ for more than \$100,000.00, which such amount shall include any other returns made by customer over the previous twelve (12) months.

20.2. The customer retains title of all returned product until it is received by PILZ at its Canton, MI location. The customer is responsible for all costs associated with the return, including packaging, import/export fees, and/or for transportation of the product to PILZ.

20.3. PILZ shall credit the customer's account for the return based on the following conditions.

- a) For all returned products that are received by PILZ within 10 business days of the date of shipment from PILZ, the customer shall receive credit for the entire purchase price.

- b) For all returned products that are received by PILZ after 10 normal business days but prior to 41 normal business days of shipment from PILZ, the customer shall receive credit for 80% of the purchase price.
- c) For all returned products that are received by PILZ within 41 normal business days but prior to 121 normal business days of shipment from PILZ, the customer shall receive credit for 50% of the purchase price.
- d) No credit will be provided for products beyond 121 days from shipment from PILZ.

21. CONCLUDING PROVISIONS

21.1. The customer is hereby informed that PILZ will collect, store and process its data to the extent that is necessary to complete the contract and pursuant to applicable data protection laws and regulations, and that this data will be passed to third parties where required in order to fulfil PILZ's obligations under this contract.

21.2. PILZ shall be entitled to amend the contents of these GTCs at any time, and shall notify customer of the same. Agreement to the contractual change shall be deemed to be given if the customer has not objected to the change within four weeks of receipt of the change notice. PILZ shall be obliged to inform the customer via the change notice of the consequences of a failure to object.

21.3. PILZ may assign its rights under this contract to one or more third parties.

21.4. The law of the State of Michigan shall govern the interpretation of this contract and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

21.5. The parties agree that any dispute, controversy or claim arising out of this Agreement shall be settled by arbitration in the State of Michigan, by three arbitrators, one appointed by the customer, one appointed by PILZ, and the third by the other two arbitrators, pursuant to the rules of the American Arbitration Association. The decision of the arbitrators shall be final and binding upon the parties. Costs of the arbitration shall be shared equally by the parties, unless the arbitrators determine that such costs shall be otherwise assessed. Any award, order, or judgment made pursuant to arbitration shall be deemed final and may be entered in any court having jurisdiction over the enforcement of the award, order, or judgment.

21.6 THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY PILZ, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PILZ FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR, OR PERFORMANCE OF THE PRODUCT. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR PILZ'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO ANY PRODUCT OR SERVICE COVERED BY THIS WARRANTY SHALL BE LIMITED TO, AT PILZ'S SOLE DISCRETION, REPAIR OR REPLACEMENT OF SUCH PRODUCT OR PILZ'S REFUND OF FEES COLLECTED FOR SUCH SERVICE. IN NO EVENT SHALL PILZ'S LIABILITY OF ANY KIND INCLUDE

ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF PILZ SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. PILZ'S LIABILITY FOR ANY CLAIM OR CLAIMS MADE BY CUSTOMER HEREUNDER SHALL NOT EXCEED THE LESSER OF (I) \$100,000.00, AND (II) THE AMOUNTS PAID BY CUSTOMER TO PILZ DURING THE TWELVE (12) MONTH PERIOD PRECEDING SUCH CLAIM

21.7 WARNING: SEVERE INJURY OR DEATH WILL RESULT IF PILZ'S PRODUCTS ARE MISAPPLIED, MISINSTALLED, OR MISUSED. READ ALL INSTALLATION MANUALS AND COMPLY WITH APPLICABLE REGULATIONS, CODES, AND STANDARDS REGARDING PROPER APPLICATION, INSTALLATION, AND USE OF PILZ'S PRODUCTS.

22. PRMS TERMS

Notwithstanding anything in these General Terms and Conditions to the contrary, in respect of any and all Products comprised of the "PRMS" Product (part number 9A00012) (the "PRMS"), the rights, obligations, and conditions of this Section 22 shall control.

22.1 On or before the first anniversary of the sale of PRMS pursuant hereto (the "Anniversary Date"), the customer shall ship the PRMS to PILZ at the customer's sole cost and expense with the risk of accidental loss or accidental deterioration of the PRMS passing to PILZ only once the PRMS has been received by PILZ at PILZ's designated receiving dock.

22.2 Upon receipt of the PRMS by PILZ, the customer shall pay to PILZ the fee listed on the purchase order (the "Certification Fee"), and PILZ shall deliver the PRMS to its affiliate in Germany for calibration and recertification. Upon such calibration and recertification, the PRMS shall be delivered back to PILZ, and PILZ shall ship the PRMS to the customer at customer's sole cost and expense with the risk of accidental loss or accidental deterioration of the PRMS passing to the customer once the PRMS has left the premises of PILZ or PILZ has given notice of readiness to ship to the customer. The process described in this Section 2.2 is referred to herein as the "PRMS Certification".

22.3 On or before each subsequent anniversary of the original Anniversary Date, the customer shall deliver the PRMS together with the Certification Fee (which shall the fee on the purchase order) to PILZ for PRMS Certification.

22.4 Customer understands, acknowledges, and agrees, that the PRMS Certification process may result in the applicable PRMS being outside of the customer's possession for up to 30 calendar days, and that Customer shall take steps to mitigate its absence. In no event shall PILZ be liable for delays in the return of the PRMS to customer, except for those expressly and directly caused by PILZ.

22.5 By purchasing a PRMS from PILZ, customer acknowledges and agrees to the requirements of the PRMS Certification process. In addition, customer acknowledges and agrees that in the absence of such PRMS Certification: (i) no warranties shall apply to the PRMS, its operation, its accuracy, or its compliance with any specifications, (ii) use by customer of the PRMS without PRMS Certification after any applicable Anniversary Date shall constitute misuse, and PILZ shall have no liability for any damages, death, or injury resulting from such misuse, and (iii) customer will indemnify

and hold PILZ harmless from any claims, losses, or damages,
arising out of customer's use of the PRMS after such date.