

GENERAL TERMS AND CONDITIONS OF PURCHASE OF [YASKAWA EUROPE GMBH]

1. Applicable Terms and Conditions

1.1. The following General Terms and Conditions of Purchase (the "GTCs") shall apply to each order placed by [Yaskawa Europe GmbH] ("Yaskawa") or its affiliates with any supplier (the "Supplier"). These GTCs shall also apply to all future requests to make an offer and to orders to any Supplier even if they are not expressly included again separately.

1.2. Any agreements, changes and amendments require the written approval by Yaskawa.

1.3. Yaskawa rejects any general terms and conditions of the Supplier unless confirmed in writing. Unconditional acceptance of goods/services or unquestioned payment by no means signifies acknowledgement by Yaskawa of any general terms and conditions of business of a Supplier.

2. Request for Quotation, Quotation, Purchase Order and Order Confirmation

2.1. Yaskawa requires a written quotation from the Supplier within 5 working days following Yaskawa's request for quotation.

2.2. The Supplier's quotation shall be valid for a minimum of 30 days, unless otherwise indicated in the request for quotation.

2.3. Any deviation from Yaskawa's requirements in the quotation or an order confirmation must be highlighted and clearly described. Before the Supplier confirms a purchase order, Yaskawa has the right to cancel the purchase order, at any time without any liability in writing.

2.4. If the Supplier's confirmation of the purchase order differs from Yaskawa's purchase order the Supplier must highlight the deviation and the purchase order only becomes binding if Yaskawa explicitly approves the confirmation and deviation in writing.

2.5. Yaskawa is entitled to demand changes to the design and execution of the ordered goods/services, if such changes can reasonably be expected from the Supplier.

2.6. The Supplier agrees to comply with the relevant current valid and applicable technical guidelines and standards and any applicable environment, health and safety regulations (including in each case any EU standards), which shall also apply to any orders.

2.7. The Supplier shall suggest to Yaskawa improvements regarding the order (e.g. quality, material, delivery etc.) of Yaskawa (including after an order becomes binding), the Supplier shall communicate these suggestions in writing. The improvement suggestions must be agreed in writing by Yaskawa.

3. Prices

All prices include packaging and freight except otherwise requested in the quotation but exclude any statutory value added tax at the respective applicable rate. All prices are fixed, and any price changes must be mutually agreed before being binding.

4. Payment, Offset, Right of Retention

4.1. Payment is made within 14 days at a 3% discount or 90 days net following complete and correct performance and invoicing, unless otherwise agreed in writing.

4.2. Payment is made by bank transfer exclusively to a bank account designated by the Supplier. The assignment of claims against Yaskawa to third parties requires the consent of Yaskawa.

4.3. If delivery is defective, Yaskawa has the right to withhold payment in full until the performance has been rendered as agreed.

4.4. Yaskawa reserves the right to set off against any debts of the Supplier.

5. Delivery Dates and Periods

5.1. Delivery notes or notifications of dispatch bearing the order and numbers of goods by Yaskawa must accompany every consignment of goods. All shipments must be accompanied by a legal invoice.

5.2. All agreed delivery dates are binding.

5.3. If an agreed delivery date cannot be met, the Supplier must immediately inform Yaskawa in writing and detail on how it will minimize the impact of the delay.

5.4. Acceptance of a delayed delivery does not imply a waiver of claims for compensation or damages.

5.5. If due to the Supplier's negligence the agreed delivery date is exceeded, the Supplier shall pay Yaskawa a penalty amount of 0.5% of the respective total value of the delayed goods/services, for each calendar day or part thereof; up to a maximum of 8% of the respective total value of the delayed goods/services. In addition to this, Yaskawa can demand compensation for damages arising from the delayed delivery. If a delivery is delayed, Yaskawa will invoice special transportation, premium working charges and any other additional charges at cost to the Supplier.

5.6. Postponements by Yaskawa of the goods/services shall incur no additional costs.

6. Bearing of Risk

Delivery is made in accordance with FCA / FOB (Incoterms 2020) to the destination determined by Yaskawa.

7. Provision of Goods/Services

7.1. If Yaskawa provides goods/services to the Supplier, the Supplier must immediately report any defects to Yaskawa in writing. The Supplier may only process defective goods according to the written instruction of Yaskawa. The Supplier is liable for the correct handling, storage and treatment of the received goods.

7.2. All drawings, papers, models, appliances, special tools, devices and goods provided by or on behalf of Yaskawa to execute orders remain the unrestricted property of

Yaskawa. If Yaskawa requests the Supplier to send back such goods without any delay, all reasonable transportation costs will be borne by Yaskawa.

7.3. If any goods are damaged by the Supplier or any of its affiliates or agents, the Supplier is fully responsible for all costs incurred to restore the damaged goods, the Supplier must inform Yaskawa immediately if any goods provided by Yaskawa are damaged or destroyed or otherwise unusable. On Yaskawa's request the Supplier must return the damaged goods free of charge without any delay.

7.4. Any scrapped goods remain the property of Yaskawa unless otherwise agreed.

7.5. Any property and materials supplied by Yaskawa remain the property of Yaskawa under any condition

8. Ethics, Quality and Documentation

8.1. The Supplier must follow the "Guidance on Yaskawa EMEA Group Code of Conduct" available on the Yaskawa Group Homepage under the URL: [http:// \[https://www.yaskawa.eu.com/en/corporate/compliance/code-of-conduct/ \]](http://[https://www.yaskawa.eu.com/en/corporate/compliance/code-of-conduct/).

8.2. The Supplier must comply with any applicable regulation on conflict materials, in particular the Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas.

8.3. All Materials must be REACH and ROHS 2 complaint and it's the full responsibility of the supplier to fulfil this requirement.

8.4. In connection with the order, the Supplier must adhere to any relevant legislations, technical regulations, environmental, health and safety regulations and the agreed technical specifications and requirements.

8.5. The Supplier must maintain a quality, environmental, health and safety management system to a level, which secures Yaskawa's quality standards and at least has the quality standard customary in the industry. Yaskawa reserves the right to examine and audit the management systems to confirm compliance with Yaskawa standards. Yaskawa reserves the right to enter the Supplier's premises at any time during normal business hours and with the Supplier agreement to audit or review any property, materials and processes of the Supplier.

9. Warranty

9.1. The Supplier grants Yaskawa full legal and material warranty that the goods/services provided by the Supplier are free from any defects in material, design or workmanship. The warranty shall be valid for a minimum period of three (3) years from receipt of goods/services by Yaskawa.

9.2. Yaskawa shall inspect delivered goods on a sample-check-basis upon receipt without undue delay and notify any non-conformities to the Supplier.

9.3. The Supplier warrants that all goods/services comply with the specifications approved by Yaskawa and to general technical rules. Any non-conformity is the responsibility and liability of the Supplier. The Parties shall agree on the technical specifications prior to any order. The properties listed in the specifications are guaranteed according to the relevant technical specifications. Furthermore, the Supplier warrants that the goods/services fulfil the requirements in respect of material and loading and comply with the standards and the safety, environmental and other applicable EU regulations.

9.4. Dispatch and disposal costs of all kinds, which are related to the warranty claims shall be borne by the Supplier.

10. Liability for Damages, Insurance, Force Majeure

10.1. The Supplier shall be liable to Yaskawa for all claims of damages made by third parties, particularly for claims arising from product liability, which are due to poor performance of the Supplier.

10.2. For the duration of its contractual obligations, the Supplier shall maintain an employee and product liability insurance, which covers the risks arising from liability at least to the following extent: (i) minimum limit of EUR 10 million per year, (ii) local validity worldwide incl. USA/Canada, and (iii) including installation and dismantling costs. The Supplier shall provide Yaskawa with evidence of such insurance coverage upon request.

10.3. Apart from the provisions made in section 9 the Supplier shall only be liable for willful misconduct, gross negligence and the negligent breach of any material obligation.

10.4. All claims of Yaskawa in connection with this GTC against the Supplier shall become time-barred within three (3) years from receipt of goods/services by Yaskawa.

10.5. The Parties are not liable to each other for losses resulting from delay or non-performance attributable to force majeure, including, without limitations, natural disasters, governmental decisions or decisions of any competent authority or agency.

10.6. If the events or circumstances described in Section 10.5 prevent the Supplier from carrying out its obligations under the contract for more than four weeks, Yaskawa may terminate the contract immediately by written notice to the Supplier, without any liability by Yaskawa and no right for the Supplier to demand reimbursements of any costs and expenses incurred by the Supplier prior to the occurrence of the force majeure event.

- 11. Packaging**
- 11.1. Packaging shall be suitable to assure the quality of the goods considering the mode of transport and storage conditions at Yaskawa.
- 11.2. Packaging shall comply with ISPM 15 (International Sanitary Phytosanitary Measure) norms and standards, or comparable standards that may replace this standard in the future.
- 11.3. The Supplier undertakes to take back, at Yaskawa's request and for the account and risk of the Supplier, the packaging materials used by the Supplier. Yaskawa is also entitled to return such packaging materials to the Supplier for the account of the Supplier.
- 11.4. Loan packaging provided by Yaskawa shall be looked after with due diligence and, if requested, returned to Yaskawa at no charge.
- 12. Foreign Trade**
- 12.1. The Supplier undertakes to state the certification mark, the export license obligation in accordance with European and/or US export laws, the European export list number, and the Export Control Classification Number (ECCN) and, if not, mark ECCN = N, commodity code (HS code) and country of manufacture. Furthermore, on demand a certificate of origin is to be provided to Yaskawa free of charge.
- 12.2. If necessary, the Supplier will provide Yaskawa with a supplier's declaration, a EUR 1 movement certificate or declaration on the invoice and/or all other documents required by a customs administration or other authority for a delivery of the goods by Yaskawa to its customers. If the declaration is found to be false and claims are asserted, the Supplier is duty bound to indemnify Yaskawa from all obligations.
- 13. Intellectual Property Rights**
- 13.1. Yaskawa shall have a simple, non-exclusive and transferable right to use any work results made in the scope of a contract to the extent that these are required for the utilization of the work result.
- 13.2. The Supplier is liable for claims that arise from an infringement of intellectual property rights and applications for industrial property rights as long as the objects of delivery are used as specified in the contract.
- 13.3. As soon as they become aware the contract partners undertake to inform each other without undue delay about any risks of infringement and purported cases of infringement and they will give each other the opportunity to counter such claims by mutual agreement.
- 13.4. The Supplier agrees to indemnify and hold Yaskawa harmless against any claims, costs, expenses and damages due to the work results infringing any third-party rights, regardless of whether such rights are registered or unregistered. In case of the infringement of any third-party rights, the Supplier shall in addition to the indemnification either (i) arrange for a free of charge, non-exclusive license to such third-party rights to Yaskawa or (ii) modify the goods or services in such a way that they no longer infringe the third-party rights.
- 14. Non-Disclosure**
- 14.1. The Supplier and Yaskawa shall each treat all trade and business secrets, which are disclosed by either Yaskawa and/or the Supplier to the respective party during the performance of the contract as confidential and shall not disclose such trade and business secrets to third parties. This duty of confidentiality shall remain in force for a period of five years after the expiration of the contract.
- 14.2. Yaskawa and/or the Supplier may claim compensation of any incurred damages in case of an unpermitted disclosure by the respective other party.
- 14.3. Neither party may advertise its business connection with the relevant other party without the prior written consent of such other party.
- 14.4. Yaskawa's logo and brands, identity shall not be included in any marketing and/or promotional materials (including web-based programs) of the Supplier without Yaskawa's prior written consent.
- 15. Data Protection**
- 15.1. Yaskawa takes the protection of data very serious. Therefore, Yaskawa complies with all applicable data protection rules. Yaskawa will not make the Supplier's data available to any undertaking outside the Yaskawa group, that is not involved in the delivery or performance of Yaskawa's order to the Supplier. The Supplier's data will be stored, processed and used in the Yaskawa group as reasonable necessary. The Supplier shall comply with any data protection regulation applicable and not store, forward or otherwise make available any data of Yaskawa, its affiliates or any customer, employee, director or officer of Yaskawa or any of its affiliates except for the purpose of delivery or performance of Yaskawa's orders.
- 15.2. Yaskawa stores and processes the Suppliers address and its offer data to improve commercial communications. The Supplier may object against the storage and processing of its data for commercial communication at any time by mail to [Yaskawa Europe GmbH, Hauptstraße 185, 65760 Eschborn, Germany or via e-mail to info@yaskawa.eu.com]. Following receipt of the Supplier's objection, Yaskawa will not use the Supplier's data for any purposes other than the performance of Yaskawa's order.
- 16. Non-Contact**
- Without Yaskawa's prior written consent, the Supplier may not seek access to, or interact in any way with Yaskawa's customers and any other interested parties in connection with the business, orders and/or the contracts. This clause does not prohibit the Supplier from making any communications or contact in the ordinary course of business.
- 17. Assignment and Sub-Contracting**
- 17.1. Yaskawa reserves the right at any time to assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the contract.
- 17.2. The Supplier may not assign, subcontract, or deal in any other manner with any or all of its rights, claims or obligations under the contract without the prior written consent of Yaskawa, such consent will not be given if the relevant assignee or subcontractor does not comply with clause 14 of this GTC or a separate non-disclosure agreement (if applicable) concerning Yaskawa's confidential information and data. If Yaskawa consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 18. Product Changes and Discontinuation and Risk of Supply**
- CHANGE MANAGEMENT**
- 18.1. The Products shall at all times conform to the specifications and quality requirements set forth in this Contract and a specific Order. The Supplier shall not be entitled to modify, change or alter the Products to be provided to the Purchaser without the prior written consent from the Purchaser. Should the Supplier wish to make modifications, alterations or changes to the Products, the Supplier shall inform the Purchaser thereof immediately. Modifications, alterations or changes to the Products shall include changes that affect among others (without limitation):
- A) manufacturing methods;
 - B) manufacturing processes;
 - C) raw materials of the Products;
 - D) production facilities;
 - E) size, form or compilation of the Products and/or of the packaging of the Products.
- 18.2. The Purchaser and/or the Purchaser's end customer shall at all times be entitled to inspect, test and accept any changes to the Products. Any consent issued by the Purchaser shall, at the Purchaser's discretion, be subject to the aforementioned inspections, testing and other reasonable measures taken by the Purchaser.
- 18.3. Should the Parties agree upon changes to the Products, the Supplier shall implement such changes within the separately agreed time frame.
- 19. General Provisions**
- 19.1. Should any provision of this GTC be or become, or be deemed to be or become, invalid or unenforceable as a whole or in part, the validity and enforceability of the remaining provisions shall not be affected thereby. Any such invalid or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid and enforceable provision as comes closest to the economic intent and purpose of such invalid or unenforceable provision. The same shall apply in the event that this GTC contains any gaps. It is the express intent of the Parties that this Section 19.1 shall not be construed as a mere reversal of the burden of proof but rather as a contractual exclusion of section 139 of the German Civil Code (BGB) in its entirety.
- 19.2. Any dispute, controversy or claim arising out of, or in relation to, this GTC, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. The number of arbitrators shall be three. The seat of the arbitration shall be [Frankfurt am Main/Munich]. The arbitral proceedings shall be conducted in English. Each part shall bear its own costs.
- 19.3. The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for International Sale of Goods (CISG) dated 11. April 1980 (as amended from time to time).
- 19.4. All references to the written form include facsimile and e-mail.
