

## General Terms and Conditions for the Sale of Goods and Provision of Services by STW North America LLC

### 1. Scope and Validity

- 1.1 These General Terms and Conditions for the Sale of Goods and Provision of Services ("GTC") provide for the conclusion, content, performance and termination of contracts for the sale of Goods and provision of Services by STW North America LLC, and any affiliate of the aforesaid (each hereinafter referred to as "STW").
- 1.2 These GTC shall be considered accepted if the purchaser ("Purchaser") of such goods ("Goods") and/or services ("Services") orders from STW and reference is made to them in an Offer, as defined herein, or order confirmation ("Order Confirmation"). Any terms and conditions or similar instruments of the Purchaser are explicitly excluded.
- 1.3 These GTC, together with all relevant documentation such as offers, estimates, or quotations (including referenced documents) (collectively, an "Offer") from STW, and all accepted orders placed by the Purchaser for STW Goods and Services (an "Order") constitute the contract ("Contract") between STW and the Purchaser (collectively, the "Parties" and each individually a "Party"). The application of these GTC may only be varied by agreement in writing between the Parties.

### 2. Offer and Order

- 2.1 Offers given by STW are, unless otherwise stated in such documents, subject to these GTC.
- 2.2 An Offer submitted by STW, which is not binding but rather an invitation for the Purchaser to place an Order, is valid during the period specified in the Offer. If there is no respective information, STW Offer remains open for acceptance by the Purchaser by placing an Order within thirty (30) days from the date of the Offer. The Offer may be subject to amendment or alteration at any time by STW prior to STW acceptance of an Order by the Purchaser.
- 2.3 If an Order of the Purchaser alters or deviates from the Offer or the Order Confirmation provided by STW, the Offer or Order Confirmation, respectively, applies, unless the Purchaser objects, in writing, to STW within two (2) business days of the Purchaser receiving the Order Confirmation. Any alteration or deviation by Purchaser shall not be binding until and unless STW confirms the new terms in writing. STW's silence shall not be deemed to be acceptance of any altered terms.
- 2.4 An Order is only binding if it is placed in writing or subsequently confirmed in writing through an Order Confirmation. Electronic Orders and Order Confirmations are considered equivalent. Electronically transmitted orders must be in the form of secure documents. This shall also apply to order amendments of any type.
- 2.5 An Order placed by the Purchaser will form part of the Contract only when it has been received and accepted by STW ("Commencement Date"). STW's acceptance of any Order lodged by the Purchaser may be in writing or by STW delivering the Goods or Services which are the subject of an order. However, any terms and conditions contained in any Order or other document issued by the Purchaser will not form part of the Contract unless they are expressly signed and accepted by STW.
- 2.6 Once accepted by STW, Orders may not be cancelled or varied by the Purchaser without the consent of STW in writing.
- 2.7 STW reserves the right to correct any significant errors or omissions in its Offers, order confirmations or invoices.
- 2.8 Purchaser shall bear all costs associated with the cancellation or modification of an Order.
- 2.9 Any drawings, plans, measurements, proposals, or any samples or other property provided by STW as part of or related to an Offer or information which is generally accessible, including any press releases or advertisements shall be solely for illustration purposes, and in no way constitute binding terms, and unless otherwise set forth in writing remains the exclusive property of STW, which, if applicable, are to be promptly returned upon request.

### 3. Sale of Goods

- 3.1 Any dates or other specifications, unless explicitly agreed to by STW, are only estimates or based on known industry standards, and subject to change at any time.
- 3.2 STW may without prior notice to Purchaser determine and change its vendors, suppliers, and other involved third parties.
- 3.3 By purchasing the Goods, Purchaser acknowledges and agrees that using such Goods involves the risk of serious injury, disability, death, and/or property damage. Purchaser acknowledges further that these risks may result from or be compounded by the actions, omissions, or negligence of Purchaser's employees or a third party.

### 4. Provision of Services

- 4.1 STW shall use reasonable efforts to meet any performance dates specified in an Offer, but, unless otherwise agreed to in writing, any such dates shall be estimates only.
- 4.2 If the Contract or Purchase Order provides that STW shall erect, install, or service the machines or equipment systems or shall provide technical assistance to the erection,

installation, commissioning, calibration, maintenance, or repair, the respective work shall be performed in accordance with the provisions hereof. Unless the respective Contract or the Purchase Order provides that the charges for STW services are included in the equipment purchase price, the Purchaser shall pay for the labor and expenses of each individual STW service employee, his time and services, at then current STW service rates, a copy of which will be provided to Purchaser upon request.

### 4.3 Service Fees shall include the following times and rates, which are subject to change:

- a) Work Time/Travel Time, which shall include all hours that STW's employees are on the Purchaser's job site, either working or ready for work and shall be payable according to the applicable rate specified in the Offer or Order Confirmation. There will be a minimum charge of four (4) hours per day per visit. Travel Time, which shall include the time spent by STW's employees in traveling between their customary headquarters and the Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays, and holidays). Chargeable time is per the customer approved service report up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable rate and Travel Time will not be cumulative with Work Time in determining overtime.
  - b) Standby Time, which shall include all time that STW's service personnel are available for work at the Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours a day, between the hours of 8:00 a.m. and 5:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining overtime.
  - c) Straight Time Rates, which shall be paid for time worked on a regular schedule of eight (8) hours a day, Monday through Friday, between 8:00 a.m. and 5:00 p.m. local time.
  - d) Time and One-Half Rate is the rate of one and a half times the Straight Time rate, which shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 12:00 a.m. local time, but not exceeding fourteen (14) hours per day, Monday through Friday, and for any time on Saturdays, not to exceed fourteen (14) hours.
  - e) Double Time Rate is the rate of twice the Straight Time rate, which shall be paid for time worked in excess of fourteen (14) hours per day, without a six (6) hour break, Monday through Saturday, and for all time on Sunday and holiday. Holidays shall be those observed by STW. Any work hour requested from 12:00 a.m. to 6:00 a.m. will be charged Double Time Rate.
- 4.4 In addition to any Services Fees, Purchaser shall also pay for any and all expenses related to the provision of Services incurred by STW and/or its employees.
- 4.5 If the work of a STW employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch due to no fault of STW, STW may withdraw or return a serviceman to the job when needed and available, and any additional cost (including travel time and expenses) incurred by STW will be charged to the Purchaser. Moreover, STW may charge an additional fee for delayed Services caused by an act or omission of Purchaser or a party under its control.
- 4.6 Unless otherwise agreed by the Parties, each STW employee will present Purchaser at the completion of the job, a filled service report on which will be indicated the number of hours spent and a complete description of work on-site or of complete work. Purchaser shall sign the field service report in the place indicated, thus signifying approval of the time spent and material expense incurred on the job.

### 5. Purchaser Obligations

- 5.1 Purchaser shall cooperate with STW in all matters relating to the Services and provide such access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by STW, for the purposes of performing the Services.
- 5.2 Purchaser shall ensure completion of necessary processes for delivery and installation of the Goods.
- 5.3 Purchaser shall respond promptly to any STW request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for STW to perform Services in accordance with the requirements of the Contract.

- 5.4 Purchaser shall provide such materials or information as STW may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects.
- 5.5 Purchaser shall provide an adequate and safe storage place for STW's materials, and STW's employees' belongings.
- 5.6 Purchaser shall obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 5.7 If required, Purchaser shall ensure that STW employees have access to facilities and room in order to ensure that they may privately change prior to performing any Services and upon their daily conclusion of such performance.
- 6. Purchaser's Acts or Omissions**  
If STW's performance under the Contract is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, STW shall not be in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 7. Enlisting of Subcontractors**  
STW reserves the right to sub-contract the sale of Goods and provision of Services or parts thereof to any other party or person or corporation as it may determine in its sole discretion. In such case, STW shall use commercially reasonable efforts to ensure the provision of the Goods and Services by such third party in accordance with the Contract, but shall not be liable for the acts or omissions of such third party beyond the scope of STW's obligations under Section 17 and Section 18 of these GTC.
- 8. Remuneration**  
8.1 The amount of remuneration is to compensate STW for the Goods and Services agreed upon in the Contract. Unless otherwise agreed by the Parties in writing, it is due net, without packaging and without any deductions. It excludes sales tax or any other tax, duty, levy or the like which may be added to the remuneration by the Purchaser.  
8.2 Unless otherwise agreed between the Parties, the packaging for the Goods is invoiced separately by STW and not taken back.  
8.3 In accordance with the provision in Section 2.2 of these GTC, STW explicitly reserves the right at any time prior to accepting an Order to alter, with notice in writing to the Purchaser, the purchase price of the Goods or Services due to the increases in the current rates and costs of materials and labor, freight and cartage, insurance, foreign exchange and customs tariff.
- 9. Taxes**  
9.1 The Purchaser shall be responsible for payment of all taxes, including sales and use tax, inventory tax, duties, fees or other taxes of any nature assessed by governmental authorities applicable to the purchase of the Goods and performance of the Services.
- 10. Terms of Payment**  
10.1 Unless otherwise agreed between the Parties, all payments are due in full, payable to STW within thirty (30) days from the invoice date ("Due Date"). Purchaser shall make all payments hereunder by wire transfer or check, or by such other payment method as agreed upon between the Parties, and in US Dollars. Notwithstanding the foregoing, STW reserves the right to implement other payment methods, including but not limited to upfront or partial pre-payments, installments, and cancel without notice any discounts, and rebates.  
10.2 All payments must be received by the Due Date, even if the delivery of Goods and Services is delayed for reasons, for which STW is not responsible, or if insignificant parts of the Goods are missing or slight corrections are necessary.  
10.3 Should the Purchaser fail to pay for the Goods and Services within the time frame specified in Section 10.1 of these GTC, STW may:  
a) impose a service charge on the unpaid balance at One Point Five Percent (1.5%) per month (i.e., 18 % per annum), or the maximum rate permitted by law, from the Due Date until the invoice and all service charges thereon have been paid in full. If allowed by applicable law, Purchaser shall also pay on demand any costs incurred by STW (including reasonable attorney's fees and legal expenses) in connection with the collection of any amounts due from Purchaser to STW which are not paid as agreed herein;  
b) request prepayment of the entire amount due for all future Orders or implement other payment requirements;  
c) refuse to make any further deliveries under the Contract until the amount due has been fully paid; and/or  
d) treat the failure of the Purchaser to make payments as a repudiation of the Contract by the Purchaser if the amount due remains unpaid after providing seven (7) days' notice to the Purchaser of such breach and an opportunity to rectify the breach. Such repudiation shall entitle STW to elect, without prejudice to any other

- rights of STW, to terminate the Contract in whole or in part (including any order or part thereof) and, in either case, to recover damages for the breach of the Contract.
- 10.4 Without limiting any other rights, STW may utilize the remedies set forth under Section 10.3, in case the Purchaser's financial viability or credit worthiness is: (a) less stable than expected at the time of an order confirmation, (b) has substantially deteriorated, or (c) will likely deteriorate substantially in the near future, as reasonably determined by STW based on objective financial indicators.
- 10.5 The Purchaser is not entitled to withhold any payment as set off, counterclaim, or retention unless the terms and conditions of such set off or retention are agreed to in writing by STW prior to the provision of the Goods or Services.
- 11. Security Interest**  
11.1 To the extent that title to any Goods passes to Purchaser before full payment and to ensure compliance with all of Purchaser's obligations hereunder, Purchaser grants STW a security interest, until all amounts due and all other obligations of Purchaser under the Contract with respect to such Goods have been satisfied in full (the "Release Date"), in (a) all Goods purchased in accordance with the Contract; (b) any and all leases, chattel paper, instruments, accounts, security deposits, and other rights to payment relating to or arising from the sale, lease, transfer, or other disposition of such Goods; and (c) all identifiable proceeds thereof (collectively, the "Collateral"). The Parties acknowledge that, to the extent applicable, the security interest granted in the Goods under this Section 11.1 is intended to constitute a purchase money security interest under the Uniform Commercial Code as enacted in the applicable jurisdiction.  
11.2 Purchaser authorizes STW to file such UCC financing statements and other documents as are reasonably necessary to perfect and maintain STW's security interest in the Goods and applicable proceeds. Any such filing shall not expand the scope of the collateral beyond the security interest granted to STW under this Section.  
11.3 Notwithstanding the foregoing, Purchaser may use, install, integrate, process, incorporate, transfer, and resell the Goods in the ordinary course of its business. The incorporation of Goods into any machinery, equipment, system, or other product manufactured, assembled, or supplied by Purchaser shall not result in STW acquiring any ownership or joint ownership interest in such machinery, equipment, system, or other finished product. STW shall, however, retain any security interest in the Goods and identifiable proceeds thereof to the extent such security interest continues under applicable law.  
11.4 Until the Release Date, Purchaser shall maintain commercially reasonable records sufficient to identify Goods supplied by STW for which payment remains outstanding and shall take commercially reasonable measures to protect STW's security interest. Purchaser shall not be required to physically segregate such Goods from other inventory where doing so would be commercially impracticable or inconsistent with Purchaser's ordinary manufacturing or inventory processes.  
11.5 Until the Release Date, as long as the goods are in the Purchaser's possession and/or in the Purchaser's warehouse, Purchaser shall carefully store, maintain, and insure the delivered Goods; shall protect such Goods against theft, breakage, fire, water and other risks, and moreover shall take all reasonable measures in order that STW's rights and interests in such Goods are neither compromised nor cancelled. Until the Release Date, the Purchaser must keep the Goods identifiably separate from other goods not supplied by STW.  
11.6 Upon reasonable prior notice and during normal business hours, STW may request reasonable access to Purchaser's premises to inspect Goods subject to STW's security interest, provided that such access does not unreasonably interfere with Purchaser's operations and is subject to Purchaser's reasonable safety, security, confidentiality, and site-access requirements.  
11.7 In the event Purchaser (a) fails to pay any amount when due and such failure remains uncured following any applicable notice and cure period; (b) materially breaches any obligation under the Contract and fails to cure such breach following any applicable notice and cure period; (c) becomes insolvent or ceases to pay its debts as they become due; (d) makes a general assignment for the benefit of creditors or enters into an arrangement with its creditors; (e) applies for, consents to, or becomes subject to the appointment of a receiver, trustee, or liquidator with respect to Purchaser or a substantial part of its assets; (f) takes action to dissolve, liquidate, or terminate its legal existence; or (g) files, consents to, or becomes subject to any bankruptcy, insolvency, reorganization, or similar proceeding that is not dismissed within sixty (60) days, STW may exercise any and all rights and remedies available to a secured party under the applicable Uniform Commercial Code or other applicable law, including, to the extent permitted by applicable law, repossession and disposition of Goods subject to STW's security interest.  
11.8 Such rights and remedies shall be cumulative and in addition to any other rights or remedies available to STW under the Contract, at law, or in equity. Purchaser shall be responsible for STW's reasonable costs and expenses incurred in exercising such rights and remedies to the extent permitted by applicable law.

## 12. Delivery and Default of Delivery

- 12.1 Unless agreed differently between the Parties, STW agrees to supply the Goods to the Purchaser based on FCA Kaufbeuren, Germany (Incoterms 2020). Partial deliveries are permitted. STW may deliver Goods in advance of the scheduled delivery. At the request and expense of the Purchaser, the Goods shall be shipped to another destination (hereinafter referred to as "Sale-and-Delivery"), in which case STW shall be entitled to determine the type of shipment itself. At the request of the Purchaser and at the Purchaser's expense, the Goods shall be insured by a transport insurance against the risks to be specified by the Purchaser.
- 12.2 STW will use reasonable endeavors to meet any delivery or completion date quoted but such date or time is a bona fide estimate only according to information available to STW from its makers and shippers at the time of Offer and is not to be construed as a fixed date or time unless specifically agreed to by STW in writing.
- 12.3 Delivery dates are considered adhered to if, prior to their expiration, the notification of dispatch or readiness for acceptance of STW has been sent to the Purchaser.
- 12.4 Any delivery or completion date shall be extended in respect of any delay relating to either instructions given by, or lack of instructions from, the Purchaser, or any other acts or omissions of the Purchaser or those for whom Purchaser is responsible, including any delay or withdrawal of access by the Purchaser to the premises required for the purpose of fulfilling the Contract.
- 12.5 Risk of loss or damage for all Goods will pass to Purchaser upon STW making such Goods available to a carrier regardless of the shipping method. In case of a delay at no fault of STW, risk of loss or damage for all Goods will pass to Purchaser upon STW's readiness to ship. Any damages to stored Goods after STW's readiness to ship, shall be the sole responsibility of the Purchaser.
- 12.6 Without waiving any of the restrictions to terminate an Order set forth herein, in the event Purchaser notifies of intent not to accept Goods or Services or otherwise cause a delay, Purchaser shall be solely responsible for any and all damages, including reasonable attorneys' fees, arising therefrom. If Purchaser requests a change in delivery, STW may agree to a rescheduling subject to Purchaser's payment of all costs associated therewith, including any additional remuneration as determined by STW.

## 13. Force Majeure

- 13.1 STW shall not be held responsible for failure to perform or delay in performing any of its contractual obligations if such failure or delay is due to unforeseeable events beyond STW's reasonable control ("Force Majeure"), including but not limited to acts of God, war, insurrection, epidemics, pandemics, outbreak of an infectious disease, sabotage, labor disputes, strikes, lock-outs, shortages of labor, interruption or delays in transportation, fire, explosion, extreme weather conditions, as determined by STW, equipment or machinery breakdown, failure or delays of STW's source of supply, shortage in material or energy, acts, orders or priorities of any government, embargo and any other cause whether arising from natural causes, human agency or anything beyond the reasonable control of STW.
- 13.2 STW shall notify the Purchaser in writing within one (1) week following the occurrence of any event of Force Majeure citing this Section 13 in said notice and shall supply all relevant information about its effects on the performance of the Contract.
- 13.3 Unless otherwise agreed in writing between the Parties, if STW is unable to perform the Contract because of Force Majeure, STW is temporarily excused from performance while the incident of Force Majeure is occurring and shall perform as soon as reasonably possible after the incident ends. The duration of the incident of Force Majeure shall be added to the time of performance granted to STW. STW shall not be liable for any damages arising from the delay or non-performance of the Contract to the extent caused by the Force Majeure event.
- 13.4 In case the duration of Force Majeure exceeds six (6) months, STW will have the right to terminate the Contract immediately. Contractual obligations performed up to such date of termination shall be remunerated. If the purchase price has been paid by the Purchaser in full, STW will refund the purchase price less the accrued cost and expenses of the contractual obligations.

## 14. Place of performance

Unless otherwise agreed in writing between the Parties, STW's premises are the place of performance.

## 15. Termination

- 15.1 In addition to any other remedies that STW may have in law, STW may terminate or suspend the Contract or any part thereof if the Purchaser:
- fails to pay any amount by the Due Date and such failure continues for fourteen (14) days after the Purchaser's receipt of a written notice demanding payment ("Notice of Demand") from STW;
  - has not otherwise performed or complied with any of the terms and conditions of this Contract in whole or in part and has failed to cure such non-performance or

non-compliance within fourteen (14) days after receipt of written notice from STW specifying the breach; and/or

- becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 15.2 If the Contract (or parts thereof) is terminated, as specified in Section 15.1 of these GTC:
- STW will have an immediate right to re-possession of the Goods held by the Purchaser and for which the full purchase price has not been paid as of the date of termination; and
  - all other outstanding amounts owed to STW by the Purchaser shall be due and payable by the Purchaser on demand by STW, per the terms of the Notice of Demand from STW.
- 15.3 STW, in addition to any other rights of termination it has under this Contract may, at any time and for any reason, terminate the performance of Services for convenience by written notification within thirty (30) days. Written notification must be provided to Purchaser, stating that this Contract, or a specified part of this Contract, is terminated without any further obligations from STW. Such termination shall explicitly not constitute default.

## 16. Acceptance

- 16.1 The Purchaser shall inspect the Goods supplied by STW under the Contract within seven (7) days of the Goods being delivered and notify STW of any defects in writing. Otherwise, STW will deem the Goods accepted for purposes of damages occurring during delivery.
- 16.2 If, upon inspection of the Goods after delivery, minor defects are detected, Purchaser shall be deemed to have accepted the Goods. STW shall subsequently remedy the detected minor defects.
- 16.3 If, during the acceptance inspection, major defects are detected, acceptance is postponed. STW, after reviewing and acknowledging such defects, shall promptly remedy such detected defects and notify the Purchaser of a new acceptance date.
- 16.4 If after acceptance latent defects are discovered, which were in existence at the time of delivery, Purchaser shall provide notice within two (2) business days of discovery. Within a reasonable time of receipt of a notice, STW may inspect and affirm the nature of the defects. If affirmed by STW, STW shall remedy such latent defects.
- 16.5 Following an installation by STW and provided Purchaser is able to provide a suitable environment, Purchaser shall facilitate a performance test in cooperation with STW. If the performance test is successful, based on parameters set forth in an Offer or Order Confirmation, or otherwise agreed to by the Parties in writing, the Goods and installation Services are deemed accepted. If the performance test is unsuccessful, based on parameters set forth in an Offer or Order Confirmation, or otherwise agreed to by the Parties in writing, STW shall utilize commercially reasonable efforts to timely remedy issues. Following such remediation, STW and Purchaser shall facilitate another performance test.

## 17. Warranty

- 17.1 ABSENT A SEPARATE WARRANTY ISSUED TO PURCHASER, STW WARRANTS THAT THE GOODS WILL CONFORM TO ANY DESCRIPTION CONTAINED IN THE RELEVANT OFFER OR ORDER CONFIRMATION (IF ANY) AND TO THE STANDARD SPECIFICATION FOR THE GOODS. GOODS SHALL BE DELIVERED FREE FROM DEFECTS IN MATERIAL, WORKMANSHIP AND TITLE AND SERVICES SHALL BE PERFORMED IN A COMPETENT AND DILIGENT MANNER IN ACCORDANCE WITH ANY MUTUALLY AGREED SPECIFICATIONS. IF SET FORTH IN AN ORDER CONFIRMATION AND SUBJECT TO FULL COMPLIANCE OF ALL REQUIREMENTS BY PURCHASER, STW WARRANTS THAT THE GOODS WILL, IN A SUITABLE ENVIRONMENT AND APPROPRIATE CONDITIONS, PERFORM PER PERFORMANCE PARAMETERS SET FORTH BY STW.
- 17.2 IF THE GOODS SUPPLIED OR SERVICES PERFORMED BY STW DO NOT SATISFY THE WARRANTIES SPECIFIED IN SECTION 17.1 HEREOF, THE PURCHASER SHALL PROMPTLY NOTIFY STW IN WRITING PRIOR TO EXPIRATION OF THE WARRANTY PERIOD. STW SHALL, AT NO COST TO THE PURCHASER AND AT ITS OPTION:
- REPAIR SUCH GOODS;
  - REPLACE DEFECTIVE GOODS WITH THE SAME OR EQUIVALENT GOODS;
  - RE-PERFORM DEFECTIVE SERVICES; OR
  - REFUND TO THE PURCHASER THE CONTRACT PRICE OF SUCH GOODS OR SERVICES.

THIS WARRANTY DOES NOT EXTEND TO INCLUDE STW'S LABOR COSTS. THE PURCHASER SHALL BEAR THE COSTS OF ACCESS FOR STW'S REMEDIAL WARRANTY EFFORTS (INCLUDING REMOVAL AND REPLACEMENT OF SYSTEMS, STRUCTURES OR OTHER PARTS OF THE PURCHASER'S FACILITY), DE-INSTALLATION, DECONTAMINATION, RE-INSTALLATION AND TRANSPORTATION OF DEFECTIVE GOODS TO STW AND BACK TO PURCHASER. THE WARRANTY COVER FOR REPAIRED OR REPLACED GOODS WILL EXPIRE ON THE SAME DATE AS THE WARRANTY FOR THE REST OF THE GOODS OR SERVICES. IF STW DETERMINES THAT NO APPLICABLE DEFECT EXISTS, PURCHASER

- AGREES TO REIMBURSE STW FOR ANY AND ALL COSTS ARISING OUT OF OR RELATING TO ITS WARRANTY CLAIM.
- 17.3 THE WARRANTY DOES NOT APPLY IN RESPECT OF DEFECTS DUE TO OR ARISING FROM:
- A) INCORRECT OR NEGLIGENT HANDLING, DISREGARD OF OPERATING OR MAINTENANCE INSTRUCTIONS,
  - B) UNSUITABLE OPERATING CONDITIONS. THIS SHALL APPLY IN PARTICULAR IF THE GOODS ARE SUBJECTED TO THE EFFECTS OF DAMPNESS WHERE THIS AFFECTS THE QUALITIES OF THE GOODS, OR TO GOODS THAT HAVE BEEN SPECIALLY MANUFACTURED IN CLEAN-ROOM OPERATION BUT NOT PROCESSED UNDER ADEQUATE CONDITIONS.
  - C) DEFECTIVE BUILDING WORK, LIGHTNING, ACCIDENT, NEGLIGENCE, FAULTY ERECTION, ACTS OF GOD, CAUSES BEYOND STW'S CONTROL, AND UNAUTHORIZED REPAIRS OR ALTERATIONS;
  - D) NORMAL WEAR AND TEAR; AND
  - E) ANY ACTIONS WHICH ARE IN CONFLICT WITH STW' INSTRUCTIONS.
- 17.4 IN CASE STW DISCOVERS A DEFECT OR IMPROVEMENT IN THE GOODS, PURCHASER SHALL GRANT STW ALL NECESSARY ACCESS TO THE GOODS TO PERFORM ANY REPAIRS, REPLACEMENTS, OR IMPROVEMENTS.
- 17.5 THIS EXPRESS WARRANTY ONLY APPLIES IF:
- A) THE GOODS HAVE BEEN PROPERLY HANDLED, LOCATED, INSTALLED, USED, MAINTAINED, AND STORED;
  - B) DEFECTS OCCUR WITHIN TWELVE (12) CALENDAR MONTHS AFTER A SITE ACCEPTANCE TEST, IF ANY, OR WITHIN EIGHTEEN (18) MONTHS AFTER THE GOODS HAVE BEEN DELIVERED TO THE PURCHASER OR, IF DELIVERY WAS DELAYED FOR REASONS BEYOND STW'S CONTROL THEN WITHIN EIGHTEEN (18) CALENDAR MONTHS AFTER STW FIRST NOTIFIED THE PURCHASER THAT STW WAS READY TO DELIVER THE GOODS (WHICHEVER PERIOD EXPIRES EARLIER);
  - C) DEFECTS OCCUR WITHIN TWELVE (12) CALENDAR MONTHS FOR SPARE PARTS AND RELATED REPAIR OR INSTALLATION SERVICES;
  - D) DEFECTS OCCUR WITHIN THIRTY (30) CALENDAR DAYS AFTER THE SERVICES HAVE BEEN PERFORMED;
  - E) STW IS NOTIFIED IN WRITING WITHIN SEVEN (7) DAYS OF THE ALLEGED DEFECT FIRST COMING TO THE NOTICE OF THE PURCHASER;
  - F) THE PURCHASER RETURNS THE DEFECTIVE GOODS TO STW, OR IF NECESSARY AND AT THE SOLE DISCRETION OF STW, TO THE WORKS WHERE SUCH GOODS WERE MANUFACTURED OR ASSEMBLED, FREE OF CHARGE; AND
  - G) THE PURCHASER HAS FULFILLED ALL OF ITS MATERIAL CONTRACTUAL OBLIGATIONS RELATED TO THE AFFECTED GOODS UNDER THE CONTRACT WITH STW.
- 17.6 FOR PURPOSES OF THIS SECTION, SOFTWARE SHALL BE DISTINGUISHED BETWEEN (I) SOFTWARE, FIRMWARE, BIOS, AND OTHER SOFTWARE COMPONENTS EMBEDDED IN OR SUPPLIED AS AN INTEGRAL PART OF THE GOODS ("EMBEDDED SOFTWARE"), (II) SOFTWARE APPLICATIONS AND OTHER SOFTWARE PRODUCTS DEVELOPED OR LICENSED BY STW AND SUPPLIED SEPARATELY FROM THE GOODS ("STW SOFTWARE"), AND (III) SOFTWARE, LICENSES, SUBSCRIPTIONS, OR OTHER SOFTWARE-RELATED PRODUCTS OR SERVICES SUPPLIED BY STW ON BEHALF OF OR ORIGINATING FROM A THIRD-PARTY PROVIDER ("THIRD-PARTY SOFTWARE").
- 17.7 EMBEDDED SOFTWARE SHALL BE CONSIDERED PART OF THE APPLICABLE GOODS FOR PURPOSES OF THE WARRANTIES SET FORTH IN THIS SECTION 17 TO THE EXTENT NECESSARY FOR THE GOODS TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS AND PERFORMANCE PARAMETERS EXPRESSLY AGREED UPON IN THE APPLICABLE OFFER OR ORDER CONFIRMATION. EXCEPT FOR SUCH EXPRESSLY AGREED FUNCTIONALITY, STW MAKES NO REPRESENTATION OR WARRANTY THAT EMBEDDED SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE, OR THAT IT WILL MEET ANY REQUIREMENTS OR INTENDED USES NOT EXPRESSLY AGREED UPON BY STW.
- 17.8 STW SOFTWARE SUPPLIED SEPARATELY FROM THE GOODS SHALL BE SUBJECT TO THE WARRANTY PROVISIONS, SPECIFICATIONS, AND OTHER TERMS SET FORTH IN THE APPLICABLE OFFER, ORDER CONFIRMATION, LICENSE AGREEMENT, END-USER LICENSE AGREEMENT, OR OTHER SOFTWARE-SPECIFIC TERMS. IN THE ABSENCE OF ANY SEPARATE WARRANTY EXPRESSLY PROVIDED BY STW, STW DOES NOT WARRANT THAT STW SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR MEET ANY REQUIREMENTS OR INTENDED USES NOT EXPRESSLY AGREED UPON BY STW.
- 17.9 THIRD-PARTY SOFTWARE SHALL BE SUBJECT TO THE APPLICABLE WARRANTY TERMS AND CONDITIONS OF THE RESPECTIVE THIRD-PARTY PROVIDER. TO THE EXTENT PERMITTED BY APPLICABLE LAW, STW PROVIDES WARRANTIES WITH RESPECT TO THIRD-PARTY SOFTWARE ONLY TO THE EXTENT SUCH WARRANTIES ARE PROVIDED BY THE APPLICABLE THIRD-PARTY PROVIDER AND ARE TRANSFERABLE OR OTHERWISE AVAILABLE TO PURCHASER.
- 17.10 IN CASE THE GOODS CONTAIN ANY THIRD-PARTY PARTS, STW WARRANTS SUCH PARTS ONLY TO THE EXTENT OF SUCH THIRD PARTY'S WARRANTY.
- 17.11 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY SAMPLES, DRAWINGS OR OTHER MATERIALS MADE AVAILABLE TO PURCHASER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY.
- 17.12 THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS OF STW SET FORTH IN THESE GTC ARE IN LIEU OF, AND STW DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE GOODS OR SERVICES HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE. STW HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN PURCHASER.
- 18. Limitation of Liability**
- 18.1 NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THE CONTRACT TO THE CONTRARY, STW SHALL NOT BE LIABLE (TO THE FULLEST EXTENT PERMITTED AT LAW) WHETHER BY WAY OF INDEMNITY, GUARANTEE, OR BY REASON OF ANY BREACH OF CONTRACT, OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL PRINCIPLE OR DOCTRINE FOR:
- A) ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES;
  - B) ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE OR LOSS OF ANTICIPATED SAVINGS OR FOR ANY FINANCIAL OR ECONOMIC LOSS (WHETHER DIRECT OR INDIRECT) OR FOR ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE WHATSOEVER; OR
  - C) ANY OTHER AMOUNT IN AGGREGATE WITH ANY OTHER LIABILITY (BEING ANY PAST, PRESENT OR FUTURE LIABILITY) TO WHICH THIS SECTION APPLIES, THAT EXCEEDS THE AGGREGATE VALUE OF ALL PAYMENTS MADE UNDER A RELEVANT PURCHASE ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING AN INCIDENT.
- 18.2 OTHERWISE, WHERE IT IS PERMITTED AT LAW TO DO SO THE REMEDIES IN SECTION 17.2 OF THESE GTC WILL APPLY.
- 19. Technical Advice**
- All technical advice, recommendations, and services of STW are intended for use by persons having the required skill, and are used at their own risk. STW assumes no responsibility, and Purchaser hereby waives all claims against STW, for results obtained or damages incurred from the use of STW' advice, recommendations, and services.
- 20. Indemnity**
- The Purchaser shall indemnify, defend, and hold harmless STW, its members, managers, shareholders, directors, officers, employees and other agents against all costs, claims, demands, expenses and liabilities of any nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against STW or which STW may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of the Goods or provision of the Services unless such costs, claims, demands, expenses or liabilities are directly and solely attributable to any breach of the Contract or guarantee by, or willful misconduct or gross negligence of, STW or its duly authorized employee or agent.
- 21. Insurance**
- Purchaser shall, at its sole expense, maintain and carry insurance in full force and effect which includes but is not limited to employer's liability, workman's compensation, general liability, public liability, completed operations liability and contractual liability in amounts set forth below with insurance companies rated B+ or better by a rating service. Insurance includes (a) Comprehensive general liability insurance for a limit of One Million US Dollars (USD 1,000,000) for each occurrence and Two Million US Dollars (USD 2,000,000) in the aggregate, (b) statutory worker's compensation and employer's liability insurance for a limit of One Million US Dollars (USD 1,000,000) and (c) automobile liability of One Million US Dollars (USD 1,000,000). Upon STW's request, Purchaser shall provide STW with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in this Section 21. Purchaser shall provide STW with thirty (30) days' advance written notice in the event of a cancellation or material change in Purchaser's insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against STW' insurers and STW.
- 22. Intellectual Property Rights**
- 22.1 Intellectual property rights in or related to the Goods, quotations, drawings, samples, plans, proposals or any other property, now existing or created in the future, including but not limited to any derivative works, are and remain the sole property of STW or third parties.
- 22.2 To the extent relevant applicable, any software, firmware, BIOS, or other software components embedded in or supplied as an integral part of the Goods ("Embedded Software") are and remain the sole property of STW or its applicable licensors. STW hereby

grants to Purchaser a non-exclusive license to use the Embedded Software solely in connection with the intended use, operation, integration, and resale of the applicable Goods; provided that such license shall automatically terminate with respect to any Goods for which payment has not been made in full and the Contract has been terminated by STW for Purchaser's default. Purchaser may transfer the right to use the Embedded Software together with the applicable Goods to its customers or other subsequent lawful users of the Goods. Except as expressly permitted herein, by STW, or by applicable law, Purchaser shall not separately sell, sublicense, distribute, copy, modify, reverse engineer, or otherwise make the Embedded Software publicly available.

22.3 Software applications or other software products developed or licensed by STW and supplied separately from the Goods ("STW Software") shall remain the property of STW or its applicable licensors and shall be licensed in accordance with the applicable Offer, Order Confirmation, license agreement, end-user license agreement, or other software-specific terms. Such terms shall govern, in particular, the permitted use, scope, duration, transferability, sublicensing, and distribution of the STW Software and shall prevail over this Section in the event of any conflict.

22.4 Software, licenses, subscriptions, or other software-related products or services supplied by STW on behalf of or originating from a third-party provider ("Third-Party Software") shall remain the property of the applicable third-party owner or licensor and shall be subject to the applicable third-party license terms. Purchaser's rights to use, transfer, sublicense, distribute, or resell such Third-Party Software shall be determined by the applicable third-party terms.

22.5 The Purchaser must at its sole cost ensure ability to use the Software, including but not limited to any hardware and software, and maintain adequate security measures for its IT infrastructure. Any delays, costs or damages resulting from the Purchaser failing to meet the requirements of the Software or being unfamiliar therewith are the sole responsibility of the Purchaser.

22.6 Purchaser shall not reverse-engineer, decompile, disassemble or in any other way alter the Goods or Software without STW's prior written consent.

22.7 If STW creates Goods in accordance with Purchaser's instructions, Purchaser shall ensure that such instructions and resulting Goods do not infringe on any third-party rights. In furtherance of Section 20, Purchaser shall be solely liable for any damages or other costs arising from a third-party claim related to infringement of intellectual property rights on Goods created in accordance with Purchaser's or a designated third party's specifications or requests.

### 23. Confidentiality

23.1 Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel and consulted specialists. In case of doubt, all information is to be treated confidentially.

23.2 Confidential information of a Party does not include information which:

- was already known to the other Party, before it was made accessible by the disclosing party;
- is or becomes generally known without the other Party's responsibility;
- was disclosed to the other Party by a third party without any transfer restriction;
- was developed by the other Party itself without using or referring to the confidential information of the protected Party; and/or
- has to be disclosed based on a legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately about the decision and consider protective measures the other Party may want to implement.

23.3 This obligation of confidentiality already exists prior to the conclusion of the Contract and remains valid for a period of five (5) years after termination of the contractual relationship. Any information concerning a Party's trade secret shall be kept confidential as long as such a trade secret remains valid.

23.4 A Party must not disclose any confidential information to a third party without the prior written approval of the other Party to the Contract. If the approval is given, the obligations of confidentiality are to be transferred to the receiving third party.

23.5 Notwithstanding Section 23.4 of these GTC, STW may disclose confidential information to its affiliates as well as subsidiaries, and enlisted specialists (lawyers, auditors, experts).

23.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of STW, the Purchaser may not advertise the fact that a collaboration between the Parties exists or existed, and may not give STW as a reference.

### 24. Data Protection

24.1 The Parties agree to carry out such steps as may be necessary to reasonably ensure adequate data protection, corresponding with respective applicable law. In particular they undertake to take economically, technically, and organizationally reasonable measures to protect any data connected or relating to the Contract.

24.2 Personal data may only be processed for the purpose and to the extent required for the fulfillment of the Contract and for safeguarding a high service and security standard. To this extent and for this purpose personal data may also be passed on to an affiliate of STW and to its domestic and foreign business partners, as far as legally admissible.

24.3 The Parties transfer the commitments specified in this Section 24 to their subcontractors, suppliers and other third parties enlisted for the fulfillment of the Contract.

### 25. Compliance

25.1 The Parties comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety, and child protection provisions (e.g., regarding conflict commodities), the prohibition of human-trafficking and with the core conventions of the International Labor Organization, as well as the provision against counterfeits or for the protection of the environment and of health.

25.2 The Parties commit themselves not to directly or indirectly make any payment, gift, or other commitment to any person in a manner contrary to applicable law, or accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. The Parties also commit themselves to comply with the U.S. Foreign Corrupt Practices Act and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions concluded within the OECD on 17 December 1997 also in private business transactions.

25.3 The Parties shall require their personnel, subcontractors, suppliers, and other third parties enlisted for the fulfillment of the Contract to comply with this Section.

### 26. Trade and financial sanctions; export control

26.1 The Purchaser undertakes to comply with all applicable trade sanctions, export control laws and regulations, including, where applicable, the US trade sanctions administered by the Office of Foreign Assets Control of the US Department of the Treasury (31 C.F.R. Part 501 ff.), the U.S. Export Administration Regulations (15 C.F.R. Part 734 ff.) and the trade sanctions and export laws of the European Union (including Regulations (EC) No. 428/2009, (EU) 2021/821, (EU) No. 269/2014 and (EU) No. 833/2014, as well as Decisions 2014/145/CFSP and 2022/327/CFSP, all as amended). STW shall support the Purchaser in fulfilling its respective obligations under export control laws and regulations in connection with these GTC to the extent possible.

26.2 The Purchaser represents and warrants that neither the Purchaser, its directors, officers, representatives, shareholders, nor any person who has a majority interest in the Purchaser

- is a person subject to trade or financial sanctions under the laws and regulations of the United Nations, the United States, the European Union and its member states, the United Kingdom or any other jurisdiction applicable to the obligations to be performed under this business relationship, including, but not limited to, persons listed in the U.S. Department of the Treasury's Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons and Consolidated Sanctions List, the U.S. State Department's Non-proliferation Sanctions Lists, the UN Financial Sanctions Lists, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions of the EU or the UK HM Treasury Consolidated Lists of Financial Sanctions Targets;
- are based in or organized under the laws of a territory that is subject to comprehensive US sanctions (each a "sanctioned territory") (as identified by the U.S. Department of the Treasury's Office of Foreign Assets Control from time to time, which as of the date hereof includes Cuba, Iran, Crimea, North Korea, and Syria); or
- are directly or indirectly owned or controlled by such persons (collectively, "restricted persons").

The Purchaser further represents and warrants that it will notify STW immediately in writing if the Purchaser or any of its managing directors, executive officers, representatives, shareholders, or any person who has a majority interest in the Purchaser becomes a restricted person or if the Purchaser is directly or indirectly owned or controlled by one or more restricted persons.

26.3 The Purchaser shall inform STW immediately if it or any of its owners, executive employees, employees, agents, or authorized representatives are public officials within the meaning of this provision. Should any change in this regard occur during the term of the business relationship, the Purchaser undertakes to inform STW immediately in writing.

26.4 STW is entitled to refuse to fulfill the Contract if export control laws or regulations make its fulfillment impossible or prohibit it. In this case, the Parties shall cooperate to amend the Contract accordingly. If such an amendment to the Contract is not possible, STW shall be entitled to withdraw from the Contract in its entirety if export control laws or regulations make its fulfillment completely impossible or prohibit it. If export control laws or regulations make the fulfillment of this Contract only partially impossible or prohibit it only partially, STW shall only be entitled to withdraw partially to the extent of the impossibility or prohibition, unless partial performance is impossible for technical or legal reasons, or STW's legitimate interests in complete withdrawal outweigh

the Purchaser's interests in only partial withdrawal. In such cases, only complete withdrawal from the Contract is possible. Insofar as future amendments to export control laws or regulations that come into force prior to performance provide for relaxations, the Parties shall discuss whether and, if so, to what extent the Contract should be amended.

26.5 STW shall not be liable to the Purchaser for any damage incurred by the Purchaser as a result of compliance with export control regulations, including damage resulting from delays due to compliance with licensing requirements and the refusal of necessary licenses. This shall not apply if and to the extent that such damage is based on intentional or negligent conduct on the part of STW or its vicarious agents.

26.6 If the Purchaser violates the provisions of Section 26.1 or 26.2 hereof, STW shall be entitled to terminate the Contract with the Purchaser to which the violation relates with immediate effect.

26.7 In the event of any contradictions, the provisions of this Section 26 shall take precedence over all other agreements between STW and the Purchaser.

## **27. Miscellaneous**

27.1 Assignment. Purchaser shall not assign any of its rights under the Contract, except with the prior written consent of STW. The preceding sentence applies to all assignments of rights, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. Any change of control transaction is deemed an assignment hereunder. Any purported assignment of rights in violation of this Section 27.1 is void. STW may freely assign its rights and obligations under the Contract to any affiliate or successor entity without the Purchaser's consent.

27.2 Notices. Unless notice specifically allows email as provided in such section, all communications or notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 27.2 of a change of address.

27.3 Waiver. No waiver by STW of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by STW. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Contract operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

27.4 Survival. Provisions of the GTC, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of the Contract, including but not limited to Sections 9, 10, 11, 17, 18, 20, 22, 23, 24, 25, 26, and 27.

27.5 No-Third Party Beneficiaries. The Contract is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the GTC and/or Contract.

### 27.6 Governing Law and Dispute Resolution

- a) Any claims, disputes, or controversies arising between the Parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Georgia, without regard to conflicts of laws that would require the application of the laws of another jurisdiction.
- b) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Atlanta, Georgia, or such other place as may be mutually agreed by the Parties, which shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law, except to the extent such waiver is prohibited by applicable law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded hereunder and shall be so instructed by the Parties.

- c) Notwithstanding anything to the contrary herein, any Party may seek injunctive relief against the other Party with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Contract or the breach of any relevant obligations, including but not limited to Section 23.

27.7 Entire Agreement. The Contract contains the entire agreement between the Parties with respect to the sale of Goods and provision of Services and supersedes all prior agreements and understandings between the Parties.

27.8 Severability. Should any provision of the GTC and/or Contract be deemed incomplete, legally invalid or unenforceable, such provision may be severed from the GTC and/or Contract and be replaced by as closely an equivalent effective provision as possible. The remaining terms of the GTC and/or Contract shall remain in full force and effect.

27.9 Independent Contractor. For the purpose of the Contract, STW is an independent contractor and nothing herein shall be deemed to make STW an agent, employee, partner, or joint venturer of Purchaser. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

27.10 Amendments. The GTC may only be amended or modified in a writing which specifically states that it amends the GTC and is signed by an authorized representative of STW.

August 2026