

GENERAL TERMS AND CONDITIONS OF SALES AND SERVICE

1. GENERAL

These Terms and Conditions shall apply to any Product(s) or Service(s) sold or performed by Azbil Europe N.V., a corporation incorporated under the laws of Belgium, having its principal place of business at Bosdellestraat 120/2, Zaventem, Flemish Brabant, Belgium ("Azbil") to a customer (the "Purchaser").

2. DEFINITIONS

2.1 "Terms and Conditions" means these General Terms and Conditions of Sales and Service.

2.2 "Agreement" means an agreement entered into by the parties by the Purchaser's acceptance of Azbil's Proposal by way of the issuance of an Order by the Purchaser which incorporates the terms of these Terms and Conditions. For the avoidance of doubt, in the event of any conflict or inconsistency between the terms in the Order and these Terms and Conditions, these Terms and Conditions shall prevail to the extent of such conflict or inconsistency.

2.3 "Confidential Information" means any technical or business information a party (the "Disclosing Party") disclosed to the other party (the "Receiving Party") in relation to the Agreement.

2.4 "VAT" means the goods and services tax payable under the VAT Act.

2.5 "VAT Act" means the COUNCIL DIRECTIVE 2006/112/EC.

2.6 "Product(s)" means the product(s) ordered in an Order and equipment, components, accessories, software and spare parts thereof.

2.7 "Proposal" means the proposal submitted by Azbil to the Purchaser in respect of the Product(s) or Service(s) comprised in an Order.

2.8 "Order" means a Purchaser's purchase order accepted by an authorised Azbil employee or representative.

2.9 "Specification" means the specification of a Product or Service provided by Azbil and any change made thereto in accordance with Section 5.

2.10 "Force Majeure Event" means any event set out in Section 14.

3. PROPOSAL ACCEPTANCE

Unless otherwise specified in writing, all Azbil's Proposals are valid and may be accepted by the Purchaser for a period of one (1) month from the issuance date of the proposal. Acceptance of the Proposal after this one (1) month period is not binding unless signed by an authorised Azbil representative. All Azbil's Proposals are expressly conditional upon the Purchaser's acceptance of these Terms and Conditions, notwithstanding receipt or acknowledgment of any document containing additional or different terms or conflicting oral representations by any agent or employee of Azbil. Azbil hereby objects to any additional, different, or conflicting terms and conditions contained in any Order, specification or other Purchaser document. The price is that indicated in the Proposal, unless Azbil is obliged to adapt it to changes in its fixed and/or variable costs or due to a change in its structure (raw materials, salaries, energy, etc.). Any price revision will be carried out in accordance with the requirements of article 57 of the law of 30 March 1976 relating to economic recovery measures and without prejudice to the application of article 5.74 of the new Civil Code.

4. DOCUMENTATION

Unless otherwise expressly noted in an Order, the types and quantities of documentation to be supplied by Azbil shall be as specified in Azbil's Proposal and all documentation will be written in the German or English language. Copies of or revisions to documentation supplied by Azbil beyond the quantities set forth in Azbil's Proposal can be furnished for an additional charge.

5. CHANGES OF SPECIFICATIONS

Changes of specifications may be implemented at the Purchaser's request during the period from the start of engineering up to the commencement date of manufacturing. Any unrecoverable costs incurred on the part of Azbil will be charged to Purchaser after review of the progress of manufacture and assessment of the costs which Azbil incurs.

6. CANCELLATION

6.1 Any Order which has been cancelled by the Purchaser shall be subject to a cancellation charge depending on the status of the progress of the Order.

The following table indicates the rate of cancellation charge at various stages of progress of the Azbil factory Order.

Time of cancellation Agreed price:

- After order acknowledgment but prior to release for production: 10%
- After release for production but prior to completion: 60%
- After completion but prior to shipment: 100%

Notes:

1. Regarding OEM products (Purchaser's brand products) and special models only for specific customers, Azbil will request 100% as cancellation charge after order acknowledgment.
2. Regarding externally purchased item(s), Azbil's cancellation conditions will be passed onto the Purchaser,

6.2 If such cancellation charge is found for any reason to be void, invalid or otherwise inoperative, so as to disentitle Azbil from recovering such cancellation charge, then Azbil shall be entitled to recover damages from the Purchaser for such cancellation of any Order under general law, which damages shall not be limited to the cancellation charge that Azbil would otherwise have been entitled to recover from the Purchaser.

7. DELIVERY AND RISK OF LOSS

7.1 The Purchaser shall give sufficient notice to Azbil to allow Azbil to comply with any special packaging requests from the Purchaser. The Purchaser shall bear all costs of fulfilling such requests. In such event, Azbil shall only comply with such requests to the extent that such compliance is practically possible for Azbil.

7.2 Unless otherwise stated, all deliveries shall be FCA Melsele or Tokyo, as defined by INCOTERMS, 2020.

Risk of loss or damage shall pass to Purchaser upon delivery to the carrier of the Purchaser at Azbil's warehouse.

8. EXTENSION OF DELIVERY OR PERFORMANCE DATE

If the Purchaser requests extension of the delivery date of a Product or the performance date of any Service for its convenience, Azbil may claim any costs and expenses it incurs due to such extension of delivery or performance date. Even if the delivery date of a Product or the performance date of any Service is extended in accordance with the Purchaser's request, the Product Warranty Period (as defined below) for the Product or Service(s) begins from the original delivery or performance date of the Product or Service(s).

9. DELAYS IN DELIVERY OR PERFORMANCE

AZBIL shall not be liable for any delay in the delivery of any part of the Product or Service if such delay is due to any cause beyond the control of Azbil as stated in Article 14 (Force Majeure & HARSHSHIP). The delivery or performance date(s) specified in the Order is approximate only. Azbil shall not be liable for nor be deemed to be in breach of its obligations under the Agreement for reason merely of any delivery or performance within a reasonable time after the delivery or performance date. In no event shall Azbil be liable for any delays in delivery or performance caused by failure of the Purchaser to provide any necessary information in a timely manner. In the event of such delay, the date of delivery or performance hereunder by Azbil shall be extended by a period equal to the time lost by reason of such delay and in the event of a delay caused by Purchaser, the Agreement price and other affected terms shall be equitably adjusted.

10. INSPECTION AND ACCEPTANCE

Upon delivery of a Product or performance, the Purchaser shall inspect the Product and accept it if no non-compliance is found in the Product. If the Purchaser finds any non-compliance with the Specifications of any Product, the Purchaser shall inform Azbil of such non-compliance within five (5) business days from the date the Product is delivered to the Purchaser, failing which the Product shall be deemed to have been accepted.

11. PAYMENT

Unless otherwise stated in the Agreement, all payments by the Purchaser to Azbil will be made via telegraphic transfer into a bank

account designated by Azbil before the shipment of the Product(s) unless otherwise agreed. At Azbil's sole option, other credit terms may be extended on specific sales. All payments must be in Euro unless otherwise specified in writing by Azbil.

In the event of non-payment or late payment, the price will be increased *ipso jure* and without notice by a flat-rate compensation of 10%, with a minimum of 150 EUR. In addition, late payment interest calculated in accordance with the law of 2 August 2002 concerning late payment in commercial transactions shall be due *ipso jure* and without notice.

12. TAXES AND DUTIES

The prices quoted do not include sales, use, excise or other similar taxes (including VAT). The Purchaser shall pay, in addition to the prices quoted, the amount of any present or future sales, use, excise or other similar taxes (including VAT) applicable to the Product(s) or Service(s). In lieu thereof, the Purchaser shall provide Azbil with a tax exemption certificate acceptable to the tax authorities.

13. WARRANTY

13.1 **Warranty for Hardware Product:** If the Purchaser informs Azbil of non-compliance with the Specifications in a hardware Product for a period of twelve (12) months after the date of delivery or eighteen (18) months from the date code whichever comes first, and returns the non-compliant hardware Product to Azbil's originating factory, Azbil will at its option and expense, repair or replace the non-compliant hardware Product: provided, however, that wear or burnout through usage such as lamps, fuses, paper media, printer ribbons, pen recorder ink, disposable filters and the like, are not deemed to be non-compliant by reason of such wear or burnout. Repaired or replacement hardware Products are warranted for the remainder of the unused Hardware Product Warranty Period.

13.2 The foregoing hardware warranty does not apply to non-compliance not caused by Azbil, including but not limited to:

- (i) non-compliance caused by misuse, improper use or abuse of the hardware Product not in accordance with Azbil's instructions by the Purchaser or any third party;
- (ii) non-compliance caused by exposure of the hardware Product to conditions beyond the environmental, power or operating constraints specified by Azbil;
- (iii) non-compliance caused by improper maintenance of the hardware Product;
- (iv) non-compliance caused by modification, repair, adjustment or parts replacement by the Purchaser or any third party without prior written approval by Azbil;
- (v) non-compliance caused by the use of any associated complementary hardware or software; or
- (vi) non-compliance caused by a Force Majeure Event.

13.3 **Warranty for Third-party Product:** Third-party Products are warranted in accordance with the published warranty of the supplier to the extent Azbil has the right to assign or transfer such guarantees.

13.4 **SOFTWARE LICENSE:** The terms and conditions of licensing Software shall be provided in the Software Licensing Agreement to be entered into between Azbil and an end-user.

13.5 **THE WARRANTY SET OUT HEREIN IS EXCLUSIVE, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, AZBIL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS OR ANY PART OF THE PRODUCTS SOLD PURSUANT HERETO, OR SERVICES PERFORMED HEREUNDER, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, AND WHETHER AZBIL KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

14. FORCE MAJEURE & HARDSHIP

14.1 Neither party shall be liable for any failure to meet its obligations if such failure is due to any cause beyond the party's reasonable control, including, but not limited to: (i) fire, flood, earthquake, storm or other natural disasters; (ii) epidemic or plague

(including for avoidance of doubt the occurrence of Coronavirus SARS-CoV-2, also known as COVID-19); (iii) acts of war, terrorism, rebellions, riots, civil disorders or revolutions; (iv) strikes and other labour disturbance; (v) breakdown of equipment, machinery or facilities; (vi) interruption, reduction, stoppage, or suspension of utilities and water, gas, electricity, fuel, light, heat, power, telecommunication services or any other utilities or services; (vii) interruption or delay in transportation (e.g. traffic jams); (viii) laws, order, directions or requests by any federal, state, municipal or local governmental or quasi-governmental authority; or (ix) failures on the part of contractors or suppliers of materials (e.g. semiconductors) ("Force Majeure Event").

14.2 In the event of a fundamental change in circumstances and/or conditions which is not attributable to the party concerned and which would place an unfair burden on that party's contractual obligations, the parties undertake to renegotiate the terms and conditions of the Agreement in accordance with the terms set out in Article 5.74 of the new Civil Code.

15. LIMITATION OF LIABILITY

15.1 **IN NO EVENT SHALL AZBIL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF GOODWILL, OVERHEAD OR OTHER ECONOMIC LOSS, RELATING TO OR RESULTING FROM THE PRODUCTS OR ANY PART OF THE PRODUCTS SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF AZBIL, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAWS, AZBIL'S LIABILITY FOR ANY DAMAGE HEREUNDER SHALL BE LIMITED TO THE PRICE OF THE PRODUCTS IN RELATION TO WHICH SUCH DAMAGE IS CLAIMED WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.**

15.2 **AZBIL SHALL HAVE NO LIABILITY WITH RESPECT TO, AND SHALL NOT BE OBLIGATED TO INDEMNIFY OR HOLD HARMLESS THE PURCHASER, OR ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES FROM OR AGAINST ANY COST, LOSS, EXPENSE, DAMAGE OR LIABILITY ARISING OUT OF OR OTHERWISE IN RESPECT OF THE PERFORMANCE OF SERVICES OTHER THAN ANY SUCH COST, LOSS, EXPENSE, DAMAGE OR LIABILITY RESULTING FROM THE WILLFUL MISCONDUCT OR FRAUD OF AZBIL OR ANY OF ITS DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS OR AGENTS.**

15.3 Insofar as the service providers/directors of Azbil cannot be accused of any intentional misconduct, and/or have not committed any misconduct causing injury to the physical integrity or life of a person, the Purchaser expressly waives the right to engage the extra-contractual liability of the service providers/directors of Azbil in application of article 6.3§2 of the New Civil Code. Azbil's service providers/directors are third party beneficiaries of this provision.

15.4 Insofar as Azbil's employees cannot be accused of intentional misconduct, and/or have not committed any misconduct which has caused harm to the physical integrity or life of a person, the Purchaser expressly waives the right to engage the extra-contractual liability of these employees, in application of Article 6.3§2 of the New Civil Code in the case of fraud, gross misconduct and usual minor misconduct. Azbil's employees are the third party beneficiaries of this provision.

16. ANTI-CORRUPTION

Neither the Purchaser nor its directors, officers or employees shall (i) use any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) make or take an act in furtherance of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official

or candidate for political office from corporate funds; (iii) violate any provision of the Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), and the rules and regulations thereunder; (iv) violate any provision of the UK Bribery Act 2010, or any other applicable anti-bribery or anti-corruption laws; (v) violate any anti-corruption laws and regulations that would be applicable to it in the jurisdictions in which the Purchaser operates; or (v) make, offer, agree, request or take an act in furtherance of any unlawful bribe or other unlawful benefit including, without limitation, any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. The Purchaser shall institute, maintain and enforce, policies and procedures designed to promote and ensure compliance with the FCPA, the UK Bribery Act 2010, and any anti-corruption laws and regulations that would be applicable to it in the jurisdictions in which the Purchaser operates.

17. EXPORT CONTROL

17.1 The Purchaser understands and agrees that Azbil shall comply with all applicable laws and regulations of applicable jurisdictions as well as all Azbil's policies and guidelines, with respect to the export and use of the Products. The Purchaser shall request all persons/entities who are involved in a transaction of the Products, (e.g., end-user, intermediary, customer who placed an order) to cooperate with Azbil in the process of finalizing documents required for export procedure to secure Azbil's compliance of the relevant laws.

17.2 The Purchaser also understands that in the case (i) where any part of the Products sold or to be sold hereunder are such that government authorities having jurisdiction over it require prior approval for export thereof or (ii) where, even if any prior governmental approval is not required, Azbil is required to determine whether it has reasonable belief that such export thereof is not being used or will not be used for prohibited purposes set out hereafter in this Section, final acceptance of the Order shall be conditional upon obtaining such governmental approval or upon Azbil's such determination, and Azbil shall not be obligated to deliver any part of the Products or Confidential Information until, and may rescind the Order without any liability unless, such governmental approval has been obtained or Azbil's determination has been made.

17.3 The Purchaser shall comply with all applicable laws and regulations with respect to the export and re-export of the Products. Specifically, the Purchaser shall not use, sell, re-export, deliver or retransfer any part of the Products, including any technology, , directly or indirectly, for military use or use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use any such Products for military activities or in any facilities which are engaged in activities relating to such weapons or missiles.

17.4 In the event of violation of this Article 17, e.g. use of the Products for the purpose prohibited under Section 17.3, sales/resales of the Products in the manner which violates the applicable laws and regulations, provision of false or inaccurate information to Azbil, Azbil shall be entitled to (i) rescind the Order or terminate the Agreement without any liability to Azbil and/or (ii) request the Purchaser compensation of damages incurred by Azbil due to such violation

18. HUMAN RIGHTS

The Purchaser and Azbil agree that there will be no discrimination against an employee because of age, race, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation, and in particular, that there shall be no such discrimination in terms of hiring, promotion, wages, discipline, or dismissal.

19. CHILD LABOUR

The Purchaser and Azbil will not employ anyone under the legal working age as defined by applicable local laws. The Purchaser and Azbil will comply with all applicable laws addressing the working requirements and conditions for child workers.

20. MISCELLANEOUS

20.1 Any change to or waiver under the Agreement must be in writing; waiver in one case shall not constitute waiver in a subsequent case. The parties agree that no consideration is required

in order for any variation to the Agreement to be binding on the parties.

20.2 No rights are granted except as expressly granted in the Agreement.

20.3 The laws of Belgium shall govern the Agreement and all related disputes, without regard to any conflicts of law provisions or any provisions of the 1980 United Nations Convention on the International Sale of Goods.

20.4 If there is any dispute, difference or disagreement between the parties, arising out of or relating to the Order or the Agreement, the parties shall first endeavor to amicably settle such dispute, difference or disagreement by themselves within a period of three (3) months after either party gives the other party a written request for such amicable settlement. In the event that the parties fail to amicably settle such dispute, difference or disagreement within said three (3)-month period, either party may request settlement by arbitration. Any such arbitration shall be finally settled by arbitration in Belgium, in accordance with the then current arbitration rules of the International Chamber of Commerce. The award rendered by the arbitrators shall be final and binding upon the parties hereto. In the event either party refuses or neglects to pay any required fees and deposits, the other party may pay such fees and receive reimbursement through any arbitration award.

20.5 Provisions herein which by their very nature are intended to survive termination of the Agreement, including but not limited to the provisions of Sections 13, 15, 20.3, 20.4, 20.7 shall survive termination of the Agreement.

20.6 The Agreement shall not be assigned by the Purchaser without the prior written consent of Azbil, and any unauthorized assignment shall be null and void.

20.7 If any term or other provision of the Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other conditions and provisions of the Agreement shall nevertheless remain in full force and effect.

20.8 All notices, instructions, or other communications relating to the Agreement shall be in writing by either (i) hand delivery; (ii) overnight courier; (iii) certified mail; or (iv) electronic means, and directed to the address of each party set out in Azbil's Proposal and Order, respectively, or to such other address as either party may substitute by written notice from time to time.

20.9 Unless otherwise expressly stated in the Agreement, a person who is not a party to the Agreement shall have no right under the Belgian Civil Code to enforce any of its terms.

21. MINIMUM ORDER LEVEL

The minimum order level acceptable by Azbil is one hundred and fifty Euro (€150) per each purchase order.