General Terms of Delivery of SICK China Co., Ltd.

as at January 2022

1. Legally Binding Effects

All deliveries and services provided by SICK China Co., Ltd. (hereinafter referred to as "Supplier") are subject to these General Terms of Delivery and to separate contractual agreements, if any. Deviating or additional General Terms and Conditions of the Purchaser has no binding effect on the Supplier and shall solely apply to the extent expressly confirmed in writing by the Supplier.

2. Offer – Conclusion of Contract – Contents of Contract

2.1 Unless expressly marked as binding, offers are non-binding. Binding offers must be accepted by the Purchaser within a reasonable time. Verbal or written orders are considered accepted when a written order confirmation is issued or the ordered goods are delivered within an adequate period of time.

2.2 Documents pertaining and attached to the offer, such as illustrations, drawings, technical specifications, and other documents, are subject to the property right and copyright of the Supplier; the Purchaser is not entitled to grant access to the aforesaid documents to third parties.

2.3 The sale to the Purchaser of goods or services does not convey to the Purchaser any IP rights in such goods and services (other than the license to use such goods and services), including but not limited to any rights under any patent, trademark, copyright, or trade secret. All intellectual property rights in all deliveries and services remain vested in the Supplier. Reproduction or reverse engineering is prohibited.

3. Scope of Delivery and Services

3.1 The scope of delivery and services is subject to the offer of the Supplier or, respectively, to the Supplier's written order confirmation. Partial deliveries are permitted, if reasonable to the Purchaser.

3.2 Due to the business arrangement of SICK Group, another wholly owned subsidiary Zhejiang SICK Sensor Co., Ltd (also called the Fulfillment Center China) will support the Supplier on processing of deliveries hereunder, such as printing, enveloping and shipping of mail, shipment of delivery. The cooperation will base on information sharing including business contact data, order details and date etc. The Supplier and the Fulfillment Center China hereby commit to the obligation that the relevant information collected according to contract shall only be used to perform the contract, while adequate technical and organizational measures in accordance with the law will be taken to protect the data. The Purchaser has been duly notified of aforesaid arrangement and agrees with it at discretion. Nevertheless, the Purchaser is entitled to obtain information, correction, deletion or restriction of processing the data, revoke the consent or lodge a complaint to the Supplier at any time.

4. Prices and Payment

4.1 Price lists and other general price information are non-binding and are updated by the Supplier regularly.

4.2 Prices are in RMB and, unless stipulated otherwise, are based on delivery according to DAP (Incoterms 2020) place of delivery within China, plus applicable VAT.

4.3 Should delivery and/or service be carried out more than nine (9) months after the date specified in the order confirmation, the Supplier shall be entitled to adjust prices, provided the list prices and/or material, labor or other costs have changed in the meantime. The offered prices are valid only for the respective individual order. Fixed price agreements must be expressly agreed upon in writing.

4.4 In case the Supplier is contractually obliged to carry out installation, assembly and/or commissioning of products or services, the Purchaser shall bear, in addition to the agreed remuneration for the delivery, the costs for installation, assembly and / or commissioning according to the price list of the Supplier effective at the time of performance as long as nothing to the contrary has been agreed upon.

4.5 Invoices provided by the Supplier for deliveries shall be paid net within 7 calendar days from the invoice date by direct transfer to the Supplier's bank account, unless other specific payment terms are agreed by the parties

4.6 Invoices for services shall be paid net without delay by direct transfer to the Supplier's bank account.

4.7 In case of a payment delay, the Purchaser shall be obliged to pay a penalty 0.05 percent of the due payment per calendar day of the delay. Further, the Purchaser shall bear any cost incurred by Supplier for claiming and enforcing the overdue payment, including but not limited to internal costs of Supplier, lawyer's fees and legal costs.

4.8 The Purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed, ruled with res judicata effect by a court of law or are ready for a decision after pending suit.

5. Dates for Deliveries and Services, Delay

5.1 The adherence to time periods and dates for deliveries and services shall be subject to the timely provision of all performances to be provided by the Purchaser, in particular, of any documents to be provided, of required permissions and releases – especially of plans – as well as to adherence to the agreed payment terms and to any other obligations of the Purchaser. If these prerequisites are not fulfilled on time, the time periods and dates shall be adequately extended.

5.2 In case delivery periods or dates cannot be met due to force majeure, e.g. due to war, riots or similar occurrences such as strike or lock-out, delivery periods or dates shall be adequately extended. If the deliveries and/or

services cannot be provided entirely or in part in due time due to no fault of the Supplier, the Supplier shall be entitled to fully or partially rescind the contract. In the event that the delivery period cannot be fulfilled as agreed due to disruptions beyond the reasonable control of the Supplier due to the outbreak of COVID-19 in any country (whether due to governmental action, regional restrictions, inadequate supply or other similar reasons), the deadline of the delivery period shall be extended to the date on which it could be fulfilled. The Supplier shall not be liable for any loss, expenses or damages caused by such delay.

5.3 Upon request of the Supplier, the Purchaser shall declare within reasonable time, after setting a reasonable period of grace, whether he insists on delivery or wishes to rescind the contract due to the Supplier's delay.

5.4 In case of a delay attributable to the Purchaser which exceeds fourteen (14) calendar days, the Supplier shall after notification to the Purchaser be entitled to elect either to cancel the order or to determine a new delivery date which shall be binding upon both parties.

5.5 In case the Purchaser does not accept the delivery at the new delivery date set by the Supplier in accordance with section 5.4 above, the Supplier shall have the options set out in section 5.4 anew.

5.6 In case the Supplier has determined a new delivery date in accordance with section 5.4 above, the Supplier has the right to charge the Purchaser a lump sum fee for administration and storage amounting to 0.5 % of the total contract price for every week of delay, starting with the originally agreed delivery date up to the actual date of delivery or up to the cancellation of the order by Supplier.

5.7 In any event of such delay attributable to Purchaser, exceeding fourteen (14) calendar days, the Supplier shall be entitled to unilaterally change payment terms to 100% down payment starting with the next order.

5.8 The right of the Supplier to claim damages from the Purchaser for a delay attributable to Purchaser shall remain unaffected,.

6. Installation or Assembly

6.1 To the extent that installation, assembly or commissioning has been agreed upon, the Purchaser shall, at its own expense, provide in due time:

a) any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools;
b) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;
c) operating power and water at the place of operation, including the necessary connections, heating and light;
d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for the Supplier's employees at the installation site; further, the Purchaser shall take the same steps he would take in order to protect his employees and belongings in order to protect the Supplier's employees and belongings at the construction site;
e) protective clothing and protective devices necessary due to special circumstances at the installation site.

6.2 Before the start of the work, the Purchaser must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications.

6.3 Before beginning with the installation or assembly, free issue equipment as well as all other items necessary for the performance of the works must be at the site, and any preparatory works must be in such a state that the installation or assembly staff will be able to start their work as agreed after arrival and finish it without interruption. Access to as well as the site itself must be paved, cleared and freely accessible.

6.4 Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to the Supplier, the Purchaser shall be obliged to bear to a reasonable extent the costs arising from waiting periods or for the necessary travels of installation or assembly staff.

6.5 Upon the Supplier's request the Purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

6.6 The Purchaser shall complete acceptance of the works within two weeks after completion. Acceptance shall take effect when the Purchaser has declared acceptance in writing. The same shall apply if the Supplier has granted the Purchaser a reasonable period of time for acceptance after completion of the service and the Purchaser does not refuse acceptance within this period of time, stating at least one significant defect. If the Purchaser fails to do so, the acceptance is deemed granted. Acceptance is also deemed granted if the work has been put into use, if applicable, after an agreed testing period.

6.7 Whereas the installation of electronic products, Internet products and services or software services is involved, the Purchaser shall install the products after delivery, and the Supplier may provide installation guidance and training according to the actual agreements.

7. Passing of Risk

7.1 The risk shall pass to the Purchaser with the selection/provision of the delivery item. To the extent the Supplier has also assumed installation, assembly or commissioning, the risk shall pass to the Purchaser with the delivery of the delivery item at the installation or assembly site.

7.2 Should the dispatch of the delivery item or installation, assembly or commissioning be delayed or omitted due to reasons attributable to the Purchaser, the risk shall pass to the Purchaser at the time when it would have passed to the Purchaser had no delay occurred.

7.3 The Supplier shall, on request and at the expense of the Purchaser, insure the delivery item against theft, breakage, and damage caused by transportation, fire or water or against any other insurable risks.

8. Warranty

For defects regarding quality and title the Supplier – to the exclusion of further claims and subject to sec. 10 – provides warranty as follows:

8.1 Quality Defects:

8.1.1 In case of any quality defects the Purchaser shall notify to the Supplier without undue delay.

8.1.2 Any parts or services which are defective shall, at the Supplier's sole discretion, be remedied by repair or replacement or be re-performed free of charge. The Purchaser shall not be entitled to reject delivery items due to insubstantial defects.

8.1.3 The Purchaser shall grant to the Supplier the required time and occasion to perform the necessary remedy and replacement. Only in urgent cases, where operational safety is at risk or to prevent disproportionately large damage, shall the Purchaser be entitled to remedy defects itself or have them remedied by third parties and to demand reimbursement of the accrued costs from the Supplier. The Supplier shall be notified in such cases without delay.

8.1.4 If the remedy is not accomplished in an adequate time period, or fails, the Purchaser shall be entitled to withdraw from the contract. If the defect is insubstantial, the Purchaser shall only be entitled to a reduction in price. In any other case, the right to a reduction in price shall be excluded.

8.1.5 Of the costs caused by the remedy or replacement, the Supplier shall– provided the complaint is legitimate – bear the costs of the replacement part including shipment. Furthermore, the Supplier shall bear the costs of providing the necessary assemblers and helpers, if any, including travel costs, unless this would impose a disproportionate burden on the Supplier.

8.1.6 Quality defects are excluded in the following cases: Inappropriate or improper use, incorrect assembly and/or commissioning by the Purchaser or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of unsuitable equipment, electrochemical or electrical influences – unless caused by the Supplier.

8.1.7 If the Purchaser or any third party remedies a defect improperly, the Supplier shall not be liable for the resulting consequences. The same applies to any changes made to the delivery item without prior approval by the Supplier.

8.1.8 In addition to this sec. 8.1, sec. 10 shall apply to claims for damages. Any further claims against the Supplier due to quality defects shall be excluded.

8.2 Defects of title:

8.2.1 If the use of the delivery item causes an infringement of any intellectual property rights (including copyrights) of any third parties in China, the Supplier shall, at its own cost, in principle provide the Purchaser with the right to use the delivery item, or modify the delivery item in a way not unreasonable for the Purchaser as to avoid any further infringement of intellectual property rights.

8.2.2 If this cannot be achieved using economically feasible efforts or within reasonable time, then the Purchaser shall be entitled to withdraw from contract. Subject to the aforementioned prerequisites, the Supplier shall also be entitled to withdraw from the contract.

8.2.3 Furthermore, the Supplier shall indemnify the Purchaser from undisputed or legally binding claims after the judgment of the court or the award of the arbitration institution is confirmed arising from the infringement of intellectual property rights.

8.2.4 The aforementioned obligations of the Supplier shall only apply if:

- the Purchaser notifies the Supplier in writing about the claims asserted by third parties without delay, and
- the Purchaser does not admit an infringement and the defense remains entirely reserved to the Supplier, and
- the infringement of intellectual property rights is not attributable to the Purchaser, and
- the infringement was not caused due to particular specifications provided by the Purchaser, or by an application unforeseeable for the Supplier, and
- the infringement does not result from a modification of the delivery item by the Purchaser or from the use of the delivery item in combination with a product not delivered or not specifically released for such combination by the Supplier.

8.2.5 In case of other defects of title the provisions stipulated under sec. 8.1 shall apply accordingly.

8.2.6 In addition to this sec. 8.2, sec. 10 shall apply to claims for damages. Any further claims against the Supplier due to defects of title shall be excluded.

8.3 The warranty period shall be 12 months from date of delivery by the Supplier or, if an acceptance is legally required, from acceptance.

9. Exclusion of Guarantees

9.1 Specifications in catalogues, product descriptions, data sheets, quotations, drawings or any other documents regarding the measure, quantity, color, application, technical data and other features, in particular regarding availability, reading rates, measuring accuracy, etc. refer to the warranted properties of a delivery item, yet do not – unless expressly otherwise provided for – constitute special guarantees of quality or durability.

9.2 In case of non-compliance with warranted properties, the Purchaser shall be entitled to assert the rights stipulated under sections 8 and 10 against the Supplier.

10. Damages

10.1 To the extent not expressly agreed otherwise, the Supplier shall in no event be liable for loss of profit or damages due to business interruption. Unless expressly agreed otherwise, the Supplier's liability for damages, irrespective of the legal cause, shall be limited to the value of the respective order, and further to a maximum of CNY 6,000,000.- (in words six million Chinese Renminbi Yuan) per calendar year for all orders. This limitation of liability shall not apply in case of claims resulting from mandatory product liability law or from wilful misconduct or gross negligence or from personal injury or death.

10.2 If liability for compensation is excluded or limited vis-à-vis the Supplier, this also applies to the personal liability of its employees, representatives and agents.

11. Third Party Liability

The liability provisions stipulated under sections 8 and 10 shall also apply in favor of subsidiaries, subcontractors, licensors or other vicarious agents of the Supplier.

12. Retention of Title

12.1 Subject to statutory restrictions under applicable laws, title to the delivered goods shall remain with the Supplier until the Purchaser has paid in full.

12.2 The assertion of title (actio in rem) shall not constitute a withdrawal from the contract. The Purchaser shall inform the Supplier of any enforcement measures by third parties against the reserved goods without delay and provide the Supplier with the documentation required for an intervention – the same shall apply to any other sort of interference. Irrespective hereof, the Purchaser shall be obliged to inform third parties of the existing rights to the goods in advance. The Purchaser shall bear the costs of an intervention if the third party is not able to reimburse them.

12.3 In case of a resale of the reserved goods, the Purchaser herewith assigns to the Supplier all claims against the Purchaser's customer resulting from such resale as security until all of the Supplier's claims have been satisfied.

12.4 If reserved goods are processed, reshaped or blended with other goods, the Supplier shall directly acquire a right of ownership in the new product in proportion to the delivery item's value. The new product shall be deemed a reserved good.

12.5 If the value of the reserved goods exceeds the claims of the Supplier by more than 10%, the Supplier shall, upon the Purchaser's request, be obliged to release a corresponding quantity of securities of its choice.

13. Export Compliance and Control

13.1 The Purchaser commits to comply with all applicable customs, export control, foreign trade and data compliance laws and regulations in using, distributing or any other way providing the Goods, software, technology, services, etc. (SICK Items) supplied by the Supplier.

13.2 The Purchaser acknowledges that it is not directly or indirectly controlled or owned by or jointly controlled by a third party by any entity on any Sanctions list. The Purchaser shall immediately notify the Supplier of any change in the foregoing circumstances.

13.3 The Purchaser shall provide all information reasonably requested by the Supplier for export compliance purposes, including but not limited to end-user, end-destination and intended end-use information. No transaction shall be binding on the Purchaser until all approvals and export license required by the relevant transaction have been obtained. No matter whether or not the Supplier has confirmed the purchase order and/or delivery schedule, the Supplier shall not be liable for any delay or inability to perform due to the reasons of relevant government authorities and/or the Purchaser.

13.4 The Purchaser undertakes not to use, distribute or in any other way use the Supplier's items (I) for the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction and/or missiles capable of delivering such weapons and/or (ii) for weapons and/or weapon systems.

13.5 The Supplier shall have the right to immediately terminate and/or cancel the Contract in whole or in part if the Purchaser breaches any of the provisions of this Section 13 "Export Compliance and Control". All claims of the Supplier against the Purchaser remain unaffected.

13.6 If the Supplier should apply for an export license from the EU and/or the Chinese government due to customer/end-user/end-use/embargo restrictions under the Contract, the Purchaser undertakes to cooperate fully with such application, but the Supplier does not commit to the delivery/delivery date; If the export license is not granted within 18 months after the Contract is signed, either party shall have the right to terminate the contract and neither party shall be held liable for breach of contract.

13.7 The Purchaser undertakes to comply with all applicable domestic and international export control laws and regulations, including embargoes, and shall solely bear the consequences of any violation of such laws.

14. Adjustment, Withdrawal

14.1 If and when unforeseeable events pursuant to sec. 5.2 modify the economic objective or the content of the delivery substantially or have a substantial impact on the operations of the Supplier, the contract shall be adjusted accordingly in good faith, subject to the provision stipulated under sec. 5.2. In the event that such adjustment is not economically reasonable, the Supplier shall be entitled to withdraw from the contract.

14.2 The Supplier shall be entitled to withhold deliveries or services or to withdraw from the contract if the Supplier obtains knowledge of any circumstances whereby the Purchaser might become insolvent or, be unable or unwilling to duly fulfill its payment obligations when they become payable due to other reasons.

14.3 The Purchaser shall not be entitled to terminate or withdraw from a contract without the prior agreement of the Supplier. In such case, the Purchaser shall bear all unavoidable costs incurred by Supplier. Especially, the Purchaser shall be obliged to pay the price for any goods purchased or manufactured by Supplier especially for the Purchaser in full.

15. Statute of Limitation

All claims of the Purchaser – regardless of the legal cause – shall become time-barred upon the expiration of 36 months (except Contracts for international sale of goods). Any statement by Supplier in response by a claim to defects asserted by the Purchaser is not to be considered to represent entry into negotiations concerning that claim or the circumstances upon which the claim is based, where Supplier rejects the claim in full.

16. Place of Jurisdiction, Applicable Law

16.1 The sole place of jurisdiction for any litigation directly or indirectly arising from this contract shall be the Supplier's place of business. However, the Supplier shall also be entitled to bring actions before a court seated at the Purchaser's place of business.

16.2 All legal relations in connection with this contract shall be governed by the law of the People's Republic of China.

17. Severability

Should any of the provisions of this contract be or become invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case the invalid, void or unenforceable provision shall be interpreted or substituted in such a way as to achieve the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either contract party.

18. Business Partner Security

In order to promote trade security and compliance, the Supplier and the Purchaser commit to optimize and improve their policies, facilities and management according to AEO certification standards, so as to meet compliance and trade security requirements of AEO certification.

19. Other terms and conditions

If the deliverables under the Contract include Software or Software services (collectively, "Digital Solutions" as defined in AVB Software SICK and AVB SaaS SICK), then:

i. If the Purchaser is the agent of the Supplier, the following terms apply:

The Purchaser agrees and acknowledges that: Use of the digital solution provided by the Supplier is subject to customer/end user acceptance and compliance with AVB Software SICK and/or AVB SaaS SICK and the additional terms applicable to each digital solution, if any. The Purchaser or customer/end user may obtain the foregoing terms and conditions at www.sick.com (additional terms and conditions are set out on the corresponding product page) or may request the terms and conditions from the Supplier.

The Purchaser shall ensure that customers/end users ordering digital solutions are aware of AVB Software SICK and/or AVB SaaS SICK and the additional license terms applicable to each digital solution, if any, and ensure that its contracts with customers/end users include the foregoing.

The Purchaser shall assist the Supplier in forwarding any software updates, upgrades, patches or modifications to the digital solution to customer/end user in a timely manner. In addition, the Purchaser is required to provide the Supplier with a valid digital delivery address (email address) to ensure that the digital solution can be provided digitally in a timely manner.

ii. If the Purchaser is a subject other than the Supplier's agent, the following terms apply:

The Purchaser agrees and acknowledges that: Use of the digital solution provided by the Supplier is subject to acceptance and compliance by the Purchaser with AVB Software SICK and/or AVB SaaS SICK and the additional terms applicable to each digital solution, if any. The Purchaser may obtain the foregoing terms at www.sick.com (additional license terms are available on the corresponding product page) or request the terms from the Supplier.

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