

TERMS AND CONDITIONS – SICK Automation Solutions S.A. de C.V.

The terms of sale contained herein apply to all quotations made, purchase orders entered into and invoices or acknowledgements issued by SICK Automation Solutions SA de CV. (hereinafter referred to as “SICK”) to Buyer (“Agreement”). Such terms of sale shall take precedence over all Purchase Orders or other related documents in the event of conflicting provisions. Some of the terms contained herein may differ from those in Buyer’s Purchase Order. SICK objects to any provisions contained in any Purchase Order or other related documents that differ from the terms of sale contained herein. Any changes in the terms contained herein must specifically be agreed to in writing by SICK before becoming either binding on SICK or Buyer. All Purchase Orders and other related documents must be approved and accepted by SICK. These terms of sale shall be applicable whether or not they are attached to or enclosed with the Goods sold or to be sold hereunder.

1. **DEFINITIONS:** “*Goods*” shall mean any products, equipment and related items to be sold by SICK to Buyer identified on the quotation, invoice and/or acknowledgement. “*Purchase Order*” shall mean a document between Buyer and SICK that authorizes the purchase, manufacture and shipment of Goods or Services, or both, including all specifications, exhibits, attachments, referenced documents and the Agreement, and including any future amendments. “*Services*” shall mean those services to be performed by SICK at the request of Buyer, in each case as specified or described in the Purchase Order or other related documentation. “*SICK*” shall mean that SICK entity listed on the reverse side hereof. “*Buyer*” shall mean that customer and Buyer listed on the reverse side hereof.
2. **SCOPE OF DELIVERY AND SERVICES:** The scope of delivery and services is subject to the offer of SICK or, respectively, to SICK’s written order confirmation. Partial deliveries are permitted, if reasonable to the Buyer.
3. **ACCEPTANCE - AGREEMENT:** Buyer’s acceptance of this Agreement is limited to Buyer’s acceptance of the express terms and conditions contained herein in lieu of those in Buyer’s Purchase Order or other related documents. If Buyer proposes additional or different terms and conditions, then such proposal shall be in writing and will constitute a counter offer that will be effective only if SICK accepts such counter offer in writing. If SICK does not accept Buyer’s counter offer in writing, the terms of this Agreement shall prevail.
4. **PRICES:** Prices for SICK’s Goods shall be in accordance with the standard price list in effect at the time SICK accepts the Purchase Order or as specified on an authorized SICK quotation in force at the time the Purchase Order is placed. All prices are subject to adjustment on account of specification, quantities, shipment arrangements or other terms and conditions that are not part of any original price quotation or standard price. SICK reserves the right to change quotations based on changes to any order. Prices quoted for software are for nonexclusive, nontransferable licenses, subject to SICK License Agreement, the terms of which are incorporated herein by reference.

Should delivery and/or service be carried out more than 9 (nine) months after the date specified in the order confirmation, SICK 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.

Costs for packaging, transportation and insurances, the latter to the extent expressly requested by the Buyer, shall be calculated based on the prices effective at the time of the actual accrual and shall be charged separately.

In case SICK is contractually obliged to carry out installation, assembly and/or commissioning, the Buyer 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 SICK effective at the time of performance as long as nothing to the contrary has been agreed upon.

Invoices for services shall be paid net without delay, in the terms mentioned below, by direct transfer to SICK's bank account. Payments must be made exclusively by wire transfer to SICK's account.

- 5. PAYMENT TERMS:** The following terms apply:
- 6. STANDARD GOODS:** All payments for Goods and Services are due within 30 days from date of SICK's invoice. For Goods that are back ordered, all payments are due within 30 days from the date of invoice. Back ordered Goods might be invoiced separately.

Amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off for any amounts, which Buyer may claim, are owed by SICK and regardless of any other controversies that may exist. SICK reserves the right at any time to require full or partial payment in advance or to revoke any credit previously extended if, in SICK's reasonable judgment, Buyer's financial condition does not warrant proceeding on the terms specified.

Interest at CETES 364 days + 2 points per month will be charged on accounts that are past due over 5 days.

- 7. LOANED GOODS:** Should SICK supply Goods for evaluation by Buyer on loan, the following terms and conditions apply:

A. Prior to shipment, SICK must have an authorized conditional Purchase Order for the Goods, in the event of purchase, loss or damage, clearly indicating that title to the Goods on loan remains with SICK and providing SICK the right to invoice for Goods not returned at the end of the agreed evaluation period (less than 2 months).

B. Shipping charges for loaned Goods will be paid by Buyer.

C. All Goods placed with Buyer for evaluation that requires SICK installation services will carry a charge for installation and training. Buyer shall maintain adequate insurance on loaned Goods or as applicable, will reimburse SICK the amounts paid for such insurance if same are contracted by SICK. Buyer shall pay SICK promptly for any loss or damages to the Goods on loan.

D. Add-ons to SICK's Goods on loan that require SICK installation services will incur additional installation and training charges.

E. Buyer will have the obligations of a depositary, regarding all Goods placed with Buyer for evaluation, in terms of articles 2516, 2517, 2518, 2519, 2520 of the Federal Civil Code and others that may be applicable under the aforementioned code.

- 8. DELIVERY:** All Goods will be shipped directly to your office address in Mexico or other in Mexico described in the purchase order. SICK shall determine the "Best Way" for shipment the Goods.

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 Buyer, 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 Buyer. If these prerequisites are not fulfilled on time, the time periods and dates shall be adequately extended.

- 9. SHIPPING SCHEDULE:** All shipping dates are tentative. SICK reserves the right to ship up to thirty (30) days in advance of shipping date, unless a specific shipping schedule is agreed to by the parties in writing. SICK will ship the Goods in accordance with the shipping instructions and freight terms outlined in this Agreement (deliveries will be Monday, Wednesday and Friday every week). In order to be able to ship the products, SICK need the orders to be delivered in the system the previous day at noon latest.

- 10. WARRANTY ON PURCHASED ITEMS:** With the exception of lamps, fuses, relays and other expendable components, SICK's Goods are warranted free from manufacturing and material defects for a period of one (1) year from the date of shipment. Any Goods purchased from SICK that have manufacturing or material defects during the one (1) year term will be repaired or replaced at SICK discretion at SICK's facility. Claims by Buyer with regard to any alleged defect in the Goods must be made with full particulars within one (1) year after shipment of the Goods. With any allowed defect claim, SICK will either replace the affected Goods or repair the defect. Goods should not be returned without the consent of SICK and a valid Return Authorization Number.

In case of any quality defects, the Buyer shall promptly notify these to SICK. Any parts or services which are defective shall, at SICK's sole discretion, be remedied by repair or replacement or be re-performed free of charge. The Buyer shall not be entitled to reject delivery items due to insubstantial defects.

The Buyer shall grant to SICK 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 Buyer be entitled to remedy defects itself or have them remedied by third parties and to demand reimbursement of the accrued costs from SICK. SICK shall be notified in such cases without delay.

If the remedy is not accomplished within a reasonable time period to be notified by the Buyer or fails, the Buyer shall be entitled to withdraw from the contract. If the defect is insubstantial, the Buyer shall only be entitled to a reduction in price. In any other case, the right to a reduction in price shall be excluded.

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

Quality defects are excluded in the following cases:

Inappropriate or improper use, incorrect assembly and/or commissioning by the Buyer or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of unsuitable equipment, electrochemical or electrical influences – unless caused by SICK.

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

In addition to above, damages shall apply to claims for damages. Any further claims against SICK due to quality defects shall be excluded.

11. DAMAGES: SICK shall be liable for damages – regardless of the legal cause - solely:

- a) in the event of intent,
- b) in the event of gross negligence;
- c) in the event of injury to life, body and health;
- d) in the event that SICK has fraudulently concealed a defect,
- e) insofar as SICK has given an explicit guarantee; as well as
- f) in the event of violation of an essential contractual duty

In the event of violation of essential contractual duties, pursuant to section f), by negligence of SICK, SICK's liability for damages shall be limited to the aggregate liability cap. This also applies to loss of profits and any other financial loss. Other than as previously described, in no event shall SICK be responsible for damages including, but not limited to, consequential damages, liquidated damages or lost profits of any nature whatsoever.

SICK's liability for all damages arising out of or in connection with the contract and its performance and caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any obligation to indemnify the other party, shall, regardless of the legal cause, except under the circumstances set out in section a) to f) above, be limited to the amount of the order value (aggregate liability cap).

Insofar as SICK's liability is excluded or limited, this shall also apply to the personal liability of SICK's officers, subcontractors, employees, representatives, vicarious agents and associates as well as to the liability of affiliated companies, SICKs and licensors.

The following warranty is SICK's sole warranty with respect to purchased Goods and Services:

SICK MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED; ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE AFOREMENTIONED OBLIGATION ARE EXCLUDED FROM THIS AGREEMENT.

- 12. RETENTION OF TITLE:** Title to the delivered goods shall remain with SICK until total payment for Goods is completed. The Buyer shall inform SICK promptly of any enforcement measures by third parties against the reserved goods and provide SICK with the documentation required for an intervention – the same shall apply to any other sort of interference. Irrespective hereof, the Buyer shall be obliged to inform third parties of the existing rights to the goods in advance. The Buyer shall bear the costs of an intervention if the third party is not able to reimburse SICK for such costs.

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

- 13. DEFECTS OF TITLE:** If the use of the delivery item causes an infringement of intellectual property rights or copyrights, SICK shall, at their own cost, provide the Buyer with the right to use the delivery item, or modify the delivery item in a way not unreasonable for the Buyer as to avoid any further infringement of intellectual property rights.

If the former cannot be achieved using economically reasonable efforts or within reasonable time, then the Buyer shall be entitled to withdraw from the contract. Subject to the aforementioned prerequisites, SICK shall also be entitled to withdraw from the contract. Furthermore, SICK shall indemnify the Buyer from undisputed or legally binding claims arising from the infringement of intellectual property rights.

The aforementioned obligations of SICK shall only apply if:

- a) the Buyer notifies SICK in writing about the claims asserted by third parties without delay;
- b) the Buyer does not admit an infringement and the defense remains entirely reserved to SICK;
- c) the infringement of intellectual property rights is not attributable to the Buyer;
- d) the infringement was not caused due to particular specifications provided by the Buyer, or by an application unforeseeable for SICK; and

e) the infringement does not result from a modification of the delivery item by the Buyer or from the use of the delivery item in combination with a product not specifically released for such combination by SICK.

14. SOFTWARE: With respect to any of SICK's software purchased hereunder, the terms of purchase, in addition to those contained herein, shall be found in the SICK License Agreement, the terms of which are incorporated herein by reference. To the extent that the deliveries and services include Firmware, SICK grants to Buyer a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The Buyer is not entitled to modify, reverse engineer, de-compile the Firmware or to extract parts thereof. "Firmware" is software which is embedded in a delivery item and is necessary for its elementary basic functions. For software which is not Firmware, and which is installed and operated locally or in the Buyer's area of responsibility (on-premises), the General Terms and Conditions for the Provision of Software Products ("AVB Software SICK", available at www.sick.com) shall prevail. For software and services provided by SICK online the General Terms and Conditions for the Provision of Software as a Service ("AVB SaaS SICK", available at www.sick.com) shall prevail. To the extent software or Firmware of other providers (third party software) is made available to the Buyer, SICK does not grant the Buyer any rights of use exceeding those granted to SICK by such third-party provider.

If and to the extent that open-source software is provided to the Buyer, the terms of use of the open-source software that are specified in the relevant documentation, readme files, note files or other documents or files of such kind ("OSS License Terms") shall apply additionally and shall prevail over the provisions in paragraph. If the applicable OSS License Terms require the provision of the source code, SICK shall provide it upon written request and, as the case may be, against payment of the costs for shipment and handling. SICK shall inform the Buyer about open source software being used and about the related terms of use, which SICK shall provide to the Buyer if so required in such terms of use.

15. PERFORMANCE: Where system productivity figures have been stated they are understood to be estimates based on field and application data available to SICK at the time and are not guaranteed or warranted by SICK since they are contingent on the internal processes of Buyer, or other factors beyond the control of SICK. Any alterations, additions, changes or improper use or care of the Goods by Buyer will void the above stated warranty provisions. Subsequent service for loaned or purchased Goods, if desired by Buyer after the warranty, may be available in accordance with one of SICK's Maintenance Service Plans.

16. ACCEPTANCE – GOODS OR SERVICES: Buyer shall carry out acceptance within a period of two (2) weeks upon completion of the Goods, upon the delivery of the Goods and/or upon completion of the Services rendered. If the Buyer fails to accept within the previously mentioned period, acceptance shall be deemed granted. Acceptance may not be withheld and the Goods and Services may not be rejected due to insubstantial nonconformity.

17. GENERAL INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO INDEMNIFY, DEFEND, PROTECT, RELEASE AND HOLD HARMLESS SICK AND ITS RESPECTIVE PARENT AND AFFILIATE COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES AND INSURERS (COLLECTIVELY "INDEMNITEE"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION, CLAIMS FOR POLLUTION AND ENVIRONMENTAL DAMAGE), AND ANY CIVIL OR CRIMINAL FINES OR PENALTIES, ARISING IN FAVOR OF ANY THIRD PARTY OR GOVERNMENTAL AGENCY OR ENTITY, OR ANY INDEMNITEE AND THEIR EMPLOYEES' REPRESENTATIVES AND BENEFICIARIES, IN CONNECTION WITH OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR IN ANY WAY INCIDENTAL TO THE PERFORMANCE OF THIS AGREEMENT OR THE GOODS AND SERVICES PROVIDED HEREUNDER (COLLECTIVELY "LIABILITIES"). IT IS THE INTENTION OF SICK AND BUYER THAT SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE LIABILITIES ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF INDEMNITEE. THIS INDEMNITY INCLUDES BUYER'S AGREEMENT TO PAY ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, INCURRED BY ANY INDEMNITEE. THIS INDEMNITY SHALL APPLY, WITHOUT LIMITATION, TO ANY LIABILITIES IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. THE OBLIGATION OF INDEMNIFICATION HEREUNDER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (I) LIENS BY THIRD PERSONS AGAINST ANY INDEMNITEE AND THEIR PROPERTY, BECAUSE OF LABOR, SERVICES, MATERIALS, OR ANY OTHER TYPE OF LIEN, FURNISHED TO BUYER, ITS ASSIGNEES, CONTRACTORS OR SUBCONTRACTORS, IN CONNECTION WITH THE GOODS SUPPLIED BY SICK, (II) EXPENSES, CLAIMS, FINES, AND PENALTIES OR OTHER ENFORCEMENT CHARGES, RESULTING FROM THE FAILURE OF BUYER TO ABIDE BY ANY AND ALL VALID AND APPLICABLE LAWS, RULES OR REGULATIONS OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY WITH JURISDICTION. IT IS UNDERSTOOD AND AGREED BY BUYER THAT IN THE EVENT ANY INDEMNITEE IS MADE A DEFENDANT IN ANY SUIT, ACTION OR PROCEEDING FOR WHICH AN INDEMNITEE IS INDEMNIFIED PURSUANT TO THIS AGREEMENT, AND BUYER FAILS OR REFUSES TO ASSUME THE DEFENSE THEREOF, THAT INDEMNITEE MAY COMPROMISE AND SETTLE OR DEFEND ANY SUCH CLAIM, AND BUYER SHALL BE BOUND AND OBLIGATED TO REIMBURSE INDEMNITEE FOR THE AMOUNT EXPENDED BY INDEMNITEE IN SETTLING AND COMPROMISING ANY SUCH CLAIM, OR FOR THE AMOUNT EXPENDED BY INDEMNITEE IN PAYING ANY JUDGMENT RENDERED THEREIN, TOGETHER WITH ALL REASONABLE ATTORNEYS' FEES INCURRED BY INDEMNITEE FOR DEFENSE OR SETTLEMENT OF SUCH CLAIM. ANY JUDGMENT RENDERED AGAINST INDEMNITEE OR AMOUNT EXPENDED BY INDEMNITEE IN COMPROMISING OR

SETTLING SUCH CLAIM SHALL BE CONCLUSIVE AS DETERMINING THE AMOUNT FOR WHICH BUYER IS LIABLE TO REIMBURSE SUCH INDEMNITEE HEREUNDER. ALL REPRESENTATIONS, WARRANTIES, INDEMNITIES AND OTHER UNDERTAKINGS OF BUYER AND ALL CLAIMS, RIGHTS AND REMEDIES OF SICK SHALL SURVIVE DELIVERY, PERFORMANCE INSPECTION, TESTING, ACCEPTANCE, USE AND PAYMENT.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Agreement, such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provisions into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

- 18. INDUSTRIAL SAFETY:** Buyer agrees to obtain advance written permission from SICK before removing, disabling or modifying supplied safety equipment and markings on the Goods. Buyer further agrees not to knowingly operate SICK's Goods with inoperative, defective or missing safety equipment or markings.
- 19. PATENT INDEMNITY:** SICK warrants that the Goods supplied hereunder do not infringe any U.S. nor Mexican patent. No sale of any Goods shall be construed as granting to Buyer any license or other right in or to any copyright, trademark or other proprietary right applicable to the Goods.

If Buyer alters the Goods, which makes the Goods subject to an infringement suit or if the Goods produced by Buyer are subject to an infringement suit or if the Goods supplied hereunder are manufactured in accordance with any requirements specified by Buyer, this warranty shall not apply.

SICK agrees to hold the Buyer harmless, within the limit of SICK's sole warranty with respect to purchased Goods and Services contained in section "10. DAMAGES", in case of a claim that Buyer's use or possession of the Goods infringes or violates the copyright, trade secret, patent or any other proprietary right of any third party. If the Goods involved in any infringement claim or action are held to constitute an infringement and the use thereof may be enjoined, SICK shall, at its own expense, use its best efforts to either: (i) procure for Buyer the right to continue using such Goods; or (ii) modify the Goods to become non-infringing; or (iii) replace the Goods with equally suitable, compatible and functionally equivalent non-infringing Goods. However, SICK's indemnification obligations to Buyer shall not exceed the amount paid by Buyer to SICK pursuant to this Agreement.

- 20. DATA AND PROPRIETARY RIGHTS IN DATA:** SICK normally supplies all necessary data for the proper installation, testing, operation and maintenance of its Goods. This data is proprietary in nature and may be so marked. Buyer agrees to hold the data in confidence and shall be liable for all loss or damage incurred by SICK as a result of the improper or unauthorized use of such data. SICK retains for itself all proprietary rights in and to all design, engineering details, and other data pertaining to any Goods and to all discoveries, inventions, patent rights, and other intellectual property rights, arising from work done in connection with the Agreement and to any and all Goods developed as a result thereof, including the sole right to manufacture and re-sell to third parties' any and all such Goods.

21. PROPRIETARY INFORMATION - CONFIDENTIALITY – ADVERTISING: All commercial, financial, technical information in any form that SICK provides to Buyer, or that comes into the possession of Buyer, shall be deemed to be proprietary and confidential, and Buyer shall not disclose such information to third parties or use such information without the prior written consent of SICK, which SICK may arbitrarily withhold. The restrictions of this paragraph shall also apply to drawings, specifications, or other documents and data prepared in connection with this Agreement.

22. CANCELLATION: Orders accepted by SICK cannot be cancelled, deferred or Goods returned except with the consent of SICK and upon terms (including payment to SICK of a cancellation charges as described below) that will indemnify SICK against all loss including the loss of profit on any part of the order that is cancelled, deferred or Goods returned. When a return of Goods is authorized by SICK and a Return Authorization Number has been granted, shipping and customs clearance charges of said returned Goods are to be paid by Buyer upon notice and invoice submitted.

SICK shall have the right to suspend or cancel this Agreement at any time upon Buyer making an assignment for the benefit of creditors or becoming bankrupt or insolvent, or upon petition being filed in a court of competent jurisdiction proposing the appointment of a receiver, or if Buyer is adjudicated as bankrupt or insolvent or reorganized under the provisions of any applicable bankruptcy or insolvency act.

Minimum cancellation charges will be assessed in the following manner:

Standard Goods: *Cancellation within 30 days of requested ship date – charges will be 15% of the Purchase Price.

*Cancellation greater than 30 days of requested shipping date – cancellation charges may vary.

Custom Goods, Services: Cancellation charges will be billed at the actual costs incurred at the time of cancellation.

23. SOFTWARE UPDATES: Software updates may be available. With respect to any of SICK's software purchased hereunder, the terms of purchase, in addition to those contained herein, shall be found in the SICK License Agreement, the terms of which are incorporated hereby by reference.

24. SECURITY INTEREST: Buyer agrees to grant to SICK a security interest in all Goods sold and all proceeds therefrom to secure the full payment and performance by Buyer of its liabilities and obligations to SICK. Buyer acknowledges and agrees to execute and deliver such other documents as SICK may request in order to perfect SICK's security interest.

25. SUBSTITUTIONS AND MODIFICATIONS OF PRODUCTS: SICK may modify the specifications of Goods designed by SICK and/or substitute substantially conforming Goods provided the modifications and/or substitutions do not adversely affect the performance of these products.

- 26. FORCE MAJEURE:** A force majeure delay shall mean any delay caused by, but not limited to, an act of God; government action or failure of the government to act; war or acts of the public enemy; strike or other labor trouble; fire; floods; severe weather; serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation; terrorist attacks; incomplete, incorrect or delayed delivery by suppliers; industrial action; shortage of or impossibility to obtain employees, equipment, adequate or suitable raw materials or transportation facilities; sovereign acts, such as import and export restrictions, and disruptions of operations including Force Majeure Events at subcontractors and suppliers of the SICK Group, riots or other causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further that such party is unable to make up for such delay with reasonable diligence and speed.

If any such cause delays to SICK's performance, the delivery date or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay; however, SICK shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. Alternatively, SICK shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or non-performance of their obligations. Buyer may delay delivery or acceptance of the Goods and/or Services or performance due to acts of force majeure or other causes beyond its control. SICK shall hold such Goods and/or Services at the direction of Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible for SICK's reasonable additional costs in holding the Goods and/or Services or delaying performance under this Agreement.

- 27. ENTIRE AGREEMENT:** This Agreement and any documents referred to herein constitute the entire agreement between the parties hereto and supersede all prior proposals, negotiations and counterproposals. The parties intend this Agreement as a final expression of their agreement and as a complete and exclusive statement of the terms and conditions thereof. No course of prior dealings between the parties shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in the course or performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.
- 28. ASSIGNMENT:** Buyer shall not delegate any duties or assign any obligations without SICK's prior written consent, and any such attempted delegation or assignment shall be void.
- 29. COMPLIANCE WITH LAWS:** Buyer shall carry out the transaction contemplated by this document and shall otherwise deal with the Goods purchased in conformity with all applicable laws, rules, and regulations of all governmental authorities, including, without limitation, the official Mexican Standard Norms applicable to the importation of Goods, and shall obtain all permits and licenses required in connection with the purchase, installation, shipment or use of any of the Goods.

The Buyer undertakes to use, distribute or in any other way make available items (goods, software and technology) provided by SICK only in compliance with all applicable export control regulations, foreign trade laws and sanctions, in particular of Mexico, the European Union and the United States of America.

All business transactions are made with the reservation that each business transaction, in terms of its content and the natural persons and entities directly or indirectly involved in it, must be permitted according to all of the aforementioned regulations.

If a business transaction requires a license, SICK is entitled to delay the performance until an export license has been obtained or to withdraw in whole or in part from the contract. In such cases, SICK shall not be held liable for delayed performance or non-performance.

Upon the request of SICK, the Buyer shall provide SICK without delay with all documents SICK deems useful or necessary for obtaining licenses from authorities. This includes but is not limited to information about the end user, the final destination and the intended end-use.

The Buyer also undertakes to comply with SICK's internal export compliance regulations. In particular, the Buyer shall not use, distribute nor in any other way make available any items (goods, software, and technology) provided by SICK for use in weapons and/or weapons systems.

If the Buyer violates any of the obligations in this section and/or if a business transaction is partially or entirely prohibited, SICK is entitled to terminate the contract or to withdraw in whole or in part for good cause with immediate effect. Any claims against the Buyer shall remain unaffected.

30. APPLICABLE LAW AND VENUE: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES OF MEXICO. SICK AND BUYER AGREE TO SUBMIT ANY AND ALL DISPUTES OR CLAIMS BETWEEN THE PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT TO THE COURTS OF MEXICO CITY AND EXPRESSLY, TERMINATELY AND IRREVOCABLY WAIVE TO ANY OTHER JURISDICTION TO WHICH THEY MIGHT BE ENTITLED BY LAW, EITHER FROM THEIR DOMICILE PRESENT OR FUTURE, OR ANY OTHER CAUSE.

SICK AND BUYER SPECIFICALLY DISCLAIM THE APPLICATION OF THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS TO ANY AGREEMENT. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS AGREEMENT (THE "PROCEEDINGS").

31. 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.