

These terms and conditions of sale (hereinafter referred to as "**Terms and Conditions of Sale**") shall apply to any sale of products or services (hereinafter referred to as "**Product**" or "**Service**") by Eaton Germany GmbH (hereinafter referred to as "**Seller**") to a buyer (hereinafter referred to as "**Buyer**"). The Buyer and Seller are collectively referred to as the "**Parties**" and each individually as a "**Party**".

1. Quotations and Price Lists

- 1.1. Unless otherwise indicated on the quote, written quotations by Seller shall expire automatically 90 (ninety) days after the date appearing on the quotation unless Seller receives and accepts Buyer's order within that period. Prior to the expiration date any quotation is subject to change by Seller at any time upon written notice to Buyer.
- 1.2. Price list means the list of prices applicable for the Seller's Products and as published by the Seller. Different price lists may apply for each of Seller's Product category. Each price list is valid from its effective date as indicated on such price list until its revision by the Seller. The price list is subject to these Terms and Conditions of Sale.

2. Acceptance of Purchase Orders

Notwithstanding any contrary language in Buyer's purchase order, each purchase order shall be subject to acceptance by an authorised employee of Seller and each transaction shall be governed exclusively by these Terms and Conditions of Sale ("**Contract**"), except if any specific terms have been expressly and mutually agreed by the Parties and confirmed in Seller's sale order acknowledgement of each purchase order.

3. Price Changes

Prices are subject to change to the prices in effect at the time of delivery. Seller reserves the right to make any corrections to prices quoted due to clerical errors or errors of omission. In the event of any design, specification, ordered quantity, or shipment changes representing a price increase, Buyer will be notified and afforded an opportunity to confirm.

4. Payment Terms

- 4.1. Unless otherwise agreed in writing by Seller, payment shall be made within 30 (thirty) days net from the invoice date. Subject to Buyer's credit status at purchase order receipt, Seller reserves the right to define other payment terms or to stipulate a progress payment schedule instead.
- 4.2. If at any time, Buyer is delinquent in any of its payments for the Product or Service under these Terms and Conditions of Sale, Seller may, in its discretion, and without prejudice to its other rights, suspend shipment (including partial shipments of any purchase order) of Product or delivery of Service, or require Buyer to prepay for further Product shipments or Service delivery, until complete payment has been received. Seller shall apply late payment interest from the day following the stipulated date for payment of the invoice until full payment is received by Seller. The interest rate shall be the higher of the then-current marginal lending facility rate as published by the European Central Bank plus 8 (eight) percentage points or the maximum rate permitted by the applicable law. Buyer shall bear all costs (including without limitation any reasonable attorney's fees, legal costs, collection costs) incurred by Seller. Upon written request by Seller, Buyer shall provide Seller with all then-current financial information necessary at any time to review and confirm Buyer's creditworthiness. The Buyer has no right to offset against claims and has no right of retention or withholding payment unless Buyer's counterclaim has been established by a final and binding decision of the competent court or is undisputed.

5. Taxes, Charges and Others

Price is exclusive of VAT, any custom duties, taxes, levies and similar charges, premium freight costs, customized packaging, disassembly, take-back, proper recycling and disposal of waste or other costs applicable at the delivery date by Seller.

6. Delivery

Lead times are for reference only and are subject to change by Seller. Design and/or specification changes are subject to review for possible adjustments to delivery. Order quantities subject to scheduled delivery dates must be mutually agreed upon. Delivery shall be made at the date or within the time period mutually agreed upon in writing. Seller shall have the right to make partial shipment of the Product or Service and invoices Buyer in accordance with the payment terms set forth in clause 4 herein.

7. Packaging

The cost of standard bulk packaging for shipment in the European Union is included in Seller's price subject to clause 5 herein. Additional charges may be imposed for special domestic packaging, overseas packaging, or special marking performed at Buyer's request and agreed to by Seller. Packaging materials will not be taken back by Seller unless Seller agreed thereto in writing.

8. Shipment Terms

Unless Seller agrees otherwise, all shipments shall be FCA (Free Carrier per ICC Incoterms 2020) at Seller's designated location (hereinafter referred to as "**Delivery Point**"). Seller shall also be entitled to impose additional charges for the completion of forms, at Buyer's request, with respect to shipping. Unless otherwise agreed, shipment may be made by lots of reasonable commercial size as Seller deems appropriate.

9. Risk of Loss and Retention of Title

- 9.1. Risk of loss or damage shall pass from Seller to Buyer and delivery shall be deemed to occur upon transfer of possession to the first common carrier or Buyer's representative at the Delivery Point per the applicable shipping term (per ICC Incoterms 2020).
- 9.2. Seller retains title to all Products delivered by Seller until receipt of all amounts invoiced including interests and charges. In the event Buyer re-sells the Products before property in the Products passes to Buyer in accordance with clause 9 herein, Buyer shall account to Seller for

all the proceeds of any re-sale and prior to paying such proceeds to Seller, Buyer shall hold the same in a fiduciary capacity keeping the same separate from its other money. Unless mutually agreed in writing, Buyer assigns hereby to Seller the portion of the Buyer's claim against its end-customer to the extent the Products have been processed, transformed or combined with other products sold by Buyer to such end-customer. Seller shall be entitled to recover directly from Buyer's end-customer any unpaid portion of the Product value owed by Buyer. Upon request, Buyer has to notify the assigned claim and the debtor thereof to Seller, make all information and material required for the debt collection available and notify the assignment to the third-party debtor. If the Products are attached or otherwise levied upon, Buyer shall draw attention to Seller's title and immediately inform Seller of the attachment or levy. Seller shall be entitled to carry out all applications and registrations as it deems necessary for securing its title and Buyer shall assist upon request. The retention of title shall not affect the passing of risk under the clause 9.1.

10. Delays or Default in Delivery

Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any Products to Buyer under this Contract.

11. Limitation of Liability

11.1. In any and all events, Seller shall only be liable for direct damages under this Contract. Seller's total aggregate liability is limited to either:

- 11.1.1. the value of the defective Products (or Services as applicable) in case of breach of contractual warranty or
- 11.1.2. the value of the individual purchase order in the performance of which Seller breached any of its obligations (other than warranty) under this Contract.

11.2. In no event, whether under contract, statutory law or tort, shall Seller or its affiliated entities, directors or its representatives be liable for indirect or consequential damages, including but not limited to loss of profit, loss of use, loss of production or penalty payments.

11.3. The limitations of liability set forth in this clause shall not apply in case of intent, gross negligence, fraud or negligent injury to life, limb or health; claims under the product liability law (in German: Produkthaftungsgesetz), which cannot be excluded by law; claims resulting from fraudulent concealment of a defect; acceptance of a guarantee and in the event of a breach of a material contractual obligation (an obligation without the fulfilment of which the proper performance of the contract would not be possible, and upon the compliance with which the other party regularly relies and is entitled to rely). Notwithstanding the foregoing in case of a breach of material contractual obligations the liability of the Seller shall be limited to the reimbursement of contract-typical damage which was foreseeable at the time the Contract was concluded.

12. Intellectual Property

12.1. Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs, expenses, claims, demands, suits and judgments arising from actual or alleged infringements of any third-party's intellectual property rights by any Product manufactured to Buyer's specifications, or to the extent that such infringement is caused by Seller's compliance with any Buyer's requirement, modification, or specification.

12.2. Subject to the foregoing, Seller shall defend any suit or proceeding brought against Buyer on a claim that a Product sold under this Contract, or any part thereof, directly infringes any third-party intellectual property right, provided that Seller is notified promptly in writing and given all necessary information, assistance and authority to defend the same. Seller shall pay all damages and costs finally awarded against Buyer as a result thereof.

12.3. If as the result of such direct infringement, the court enjoins the use of any Product, or part thereof, in the manner intended by Seller, Seller shall at its sole expense and option (i) procure for Buyer the right to continue using said Product or part; (ii) replace such Product or part with a non-infringing product or part; (iii) modify said Product or part so that it becomes non-infringing; or (iv) remove said Product or part and refund its purchase price and transportation costs. Seller shall have no further liability for actual or alleged intellectual property infringement except as provided herein.

13. Design and Technical Information

Seller claims proprietary rights in the items and information associated with the Products and/or Services. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned immediately when its purpose has been served upon Seller's request.

14. Confidentiality and Announcements

14.1. "Confidential Information" means all information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these Terms and Conditions of Sale and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as "confidential" or "proprietary" or which is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.

14.2. Neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Terms and Conditions of Sale make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Supplies which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Terms and Conditions of Sale shall apply. This obligation shall remain in force 5 (five) years after fulfilment of the Supplies, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party; (ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party; (iii) is developed independently by the receiving Party or its affiliated entities, and

without reference to any of the disclosing Party's Confidential Information or other information that was disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) is required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is rightfully obtained by the receiving Party from third party authorised to make disclosure thereof without restrictions.

- 14.3. A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Terms and Conditions of Sale. No warranties of any kind (whether express, implied or statutory) are made in connection with the Supplies as to the accuracy or completeness of the Confidential Information disclosed.

15. Warranty

Seller's warranty is set forth in Seller's Warranty Policy Number M-HYOV-TB001-E2 or its subsequent revisions ("**Warranty**"), a copy of which is available upon request and which can be accessed on the website <https://www.eaton.com/us/en-us/support/warranty-returns/hydraulics-warranty.html>. Seller will have no other obligation whatsoever with regard to the Products except as stated in the Warranty. The Warranty is exclusive, and seller hereby expressly disclaims all other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. In no event shall Seller be responsible for incidental, consequential, or liquidated damages.

16. Changes & Cancellation

- 16.1. Changes to existing schedules or orders are subject to Seller's acceptance and may result in an increase in per piece price due to any reschedule and/or order changes. Upon Buyer's written request, Seller may accept temporary holds on orders for rescheduling purposes for a cumulative period not to exceed 30 (thirty) days. Upon the expiration of this 30-day period, if Buyer has not communicated its rescheduled date, Seller reserves the right to recommence shipments in accordance with the original schedule or cancel the order without prejudice to Seller's rights to its cost reimbursement set forth hereunder.
- 16.2. Cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reimbursement by Buyer of Seller's incurred costs, including all labour costs and expenses and costs of materials that are not usable by Seller. Such incurred costs will be determined by Seller and communicated in writing to Buyer.

17. Returns

No Products shall be returned to Seller, whether for inspection, repair, replacement, or any other reason, without prior approval from Seller. Products and parts must be returned in new or like new condition with complete identification in accordance with our instruction or the shipment may not be accepted. All returns must be sent DDP to Seller's designated location (per Incoterms ICC 2020) unless otherwise instructed. Where authorisation has been obtained to return Products and parts for reasons beyond warranty, a restocking charge of twenty five percent (25%) and any additional transportation charges are applicable.

18. Minimum Order

Unless otherwise approved in writing by Seller, the minimum order amount is 300 (three hundred) Euros or equivalent value in other currency if applicable ("**Minimum Order Value**"). Seller may at its sole discretion accept orders below the Minimum Order Value, for which a handling fee of 30 (thirty) Euros, or equivalent value in other currency, will apply per order.

19. Remedies

Any lawsuit or legal claim for breach of this Contract must be brought within 1 (one) year after the breach occurs. This does not affect Buyer's obligation to inspect the condition of the purchased object as soon as feasible in the normal course of business and, if he discovers defects for which Seller is liable under Warranty, to notify Seller without delay.

20. Currency

Unless otherwise indicated on the quotation, order acknowledgement or invoice, all payments are to be made in Euro currency.

21. Compliance with Laws

- 21.1. Seller shall comply with all laws and regulations to which Seller is subject pertaining to the manufacture of the Products. For the avoidance of doubt, "laws and regulations" do not include recommendations of standard-setting organizations. Seller shall not be responsible for noncompliance with laws arising out of combination, operation or use of the Products with products not supplied by Seller where use of the Products without such combination, operation or use would be in compliance with such laws.
- 21.2. Buyer shall obtain all licenses, permits and approvals required by any government or applicable authority, including any recycling or take-back programs applicable to packaging of Products, and shall comply with all applicable laws, rules, regulations, policies and procedures and any requirements applicable to the , use, sale, loan, purchase, destruction and distribution of Products under any laws and regulations, of any government or other competent authority where the Products are to be used or deployed (collectively, "**Applicable Laws**"). In the event of any third party claim against Seller relating to the foregoing, Buyer shall provide all necessary information and assistance in the resolution of the claim and Buyer shall indemnify and hold Seller harmless against any such third-party's claim. Buyer warrants that it shall not take any action or permit or authorise any action that will render Seller liable for a violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act and any applicable local law, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Seller in obtaining or retaining business. Seller strives to maintain the highest standards of business integrity. If Buyer has any cause for concern regarding any business practices these should be reported to Seller. Buyer acknowledges that the failure to comply with all such Applicable Laws and/or Seller's policies will be deemed a material breach of this Contract and shall entitle Seller to terminate this Contract (in addition to any other remedies Seller may have at law or equity). Buyer agrees to indemnify, defend and hold Seller harmless from any breach of Buyer's obligation under this clause.

22. Export, Re-export, Transfer and Use Controls

The Products (or Services) supplied by Seller under this Contract may be subject to export controls under the laws and regulations of the United States (U.S.), the United Nations (UN), the European Union (EU), United Kingdom (UK) or the country of export pursuant to applicable law. Such regulations include but are not limited to the U.S. Export Administration Act and Trading with Enemy Act and the International Traffic in Arms Regulation (ITAR). Unless otherwise provided for by applicable mandatory laws, Buyer shall comply with such laws and regulations governing export, re-export, transfer and use of Seller Products and will obtain all required U.S., UN, EU, UK and local authorisations, permits, or licenses. Seller and Buyer each agree to provide the other Party with information, support documents, and assistance as may reasonably be required by the other in connection with securing authorisations or licenses. Buyer's obligations under this clause shall survive the expiration or termination of this Contract. Buyer shall not take any action in connection with Seller's Products and Services deemed to support a boycott of any country unauthorised by the Government of the United States, the United Nations, the European Union, United Kingdom or any government and pursuant to applicable law, or otherwise take any action which will place Seller or any other associated company of Seller group in jeopardy of breaching or violating any such laws or regulations or interpretations thereof.

23. Termination, Cancellation and Changes

23.1. Without prejudice to any other rights of termination provided herein, the Contract between the Parties may be terminated immediately at any time effective upon written notice under the following conditions:

23.1.1. by either Party if the other Party commits a material breach of this Contract, and such breach is not cured within thirty (30) business days of written notice of such breach, if such breach is not reasonably subject to cure within 30 (thirty) business days, the Party in breach has not commenced a continuous good faith effort to cure the default; or

23.1.2. by either Party if the other Party commits any act of bankruptcy or has a receiver, administrative receiver, manager or administrator appointed or compounds with its creditors or takes or suffers any similar action in consequence of debt or if being a company it enters into liquidation whether compulsorily or voluntarily, in each case in any jurisdiction in which event any outstanding amounts under this Contract shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

23.2. The Parties may agree to make changes to this Contract in writing from time to time.

23.3. Parties agree that the termination rights specified in this clause 23 are meant to be exhaustive and as such agree to waive any other termination rights, they may have under any applicable law to the extent such waiver of termination rights is permitted under such applicable law.

24. Assignment

Seller shall be entitled to delegate, transfer or assign its rights and obligations arising from the Contract, in whole or in part, to any affiliated company of Seller. Seller may, without Buyer's consent, assign the right to receive any amount due.

25. Personal Data Processing

In performing the Contract as defined, the Parties may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("Personal Data"). Each Party acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertake to treat Personal Data strictly confidential and to use them only within the limits of the applicable law. The Parties must each ensure that the persons who are authorised to process Personal Data are bound by confidentiality undertakings or subject to an appropriate statutory duty of secrecy. Each Party is responsible for the undertaking of its own personnel and the assigned employees must be advised that the data secrecy continues to apply after the termination of their employment. The Parties commit to process any Personal Data received from the other Party and/or its affiliated entities in accordance with any applicable personal data processing legislation. This also includes compliance with the applicable requirements for any transfers of the Personal Data to recipients in and outside the European Union.

26. Force Majeure

26.1. If Seller is prevented, hindered or delayed from or in performing any of its obligations under these Terms and Conditions of Sale (other than a payment obligation) by a Force Majeure Event (as defined in clause 26.2 below), Seller's obligations under these Terms and Conditions of Sale are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed

26.2. "Force Majeure Event" means an event beyond the reasonable control of Seller which is due to external circumstances including, without limitation, general labour disturbances such as, but not limited to, strikes, lockouts, boycotts and labour disputes, (but excluding strikes, lockouts, boycotts and labour disputes involving employees of Seller), supply difficulties and delays, any delays at borders and/or as a result of customs controls, breach of contract or disputes with the sub-contractors of Seller, acts of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of Seller), acts of Government or any governmental authority or representative thereof (whether or not legally valid) such as, but not limited to, a rule, regulation, law, governmental order or direction, embargoes and trade limitations, accident, breakdown of plant or machinery fire, flood, storm and difficulty or increased cost in obtaining workers, goods or transport.

26.3. Where a Force Majeure Event in the meaning of clause 26.2 arises, Seller shall have the right to rescind the Contract. In any case no indemnity shall be claimed or exercised by either Party in case of a Force Majeure Event.

27. Governing Law and Competent Jurisdiction

The terms and conditions of this Contract, their interpretation and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the country where Seller (i.e. the affiliated entity, subsidiary or holding company that enters into the Contract) has its registered office without regard to any conflict of law rules. Any dispute arising directly or indirectly out of the terms and conditions of this Contract shall be resolved exclusively by the competent courts in having jurisdiction over the area where Seller has its registered office.