

## Terms and Conditions of Sale

### 1. TERMS AND CONDITIONS APPLICABLE

The terms and conditions of sale set forth herein shall apply to all sales of goods and services (collectively, "Products") sold or provided by NETZSCH Premier Technologies, LLC and/or its affiliates (collectively, the "Company") to any purchaser (the "Buyer"). The Company's acceptance of any order for Products (each, an "Order") is expressly made conditional upon Buyer's assent to the terms and conditions set forth herein. The Company does not accept and hereby expressly rejects all other terms and conditions, including any terms and conditions contained in any document issued by Buyer which purport to pertain to the Products and/or the relationship between the Company and the Buyer, which terms and conditions are in addition to or inconsistent with the terms and conditions set forth herein, and such terms and conditions shall not become part of any Order. These terms and conditions of sale may be amended by the Company from time to time, and any such amendment will be effective with respect to all Orders when posted to the Company's website at <https://grinding.netzsch.com/en>.

### 2. TERMS

Except as otherwise provided herein, payment terms are cash net 30 days. Amounts past due are subject to a service charge of 1- 1/2% per month (or fraction thereof) or maximum contract rate permitted by law. If the Company deems it appropriate by reason of the financial condition of the Buyer or otherwise, the Company may require full or partial payment in advance. For larger orders the Company requires that Buyer make a down payment depending on the extent of the order. Progress payments may also be required. Any fees and expenses (including legal fees and court fees) associated with the collection of delinquent accounts will be the responsibility of the Buyer.

### 3. PRICE POLICY

Prices shall be subject to adjustment to those in effect at time of shipment, to reflect any change in the cost or production and/or performance of the Products for reasons beyond the Company's reasonable control, including by reason of the direct or indirect effects of material or labor shortages, disruptions in shipping or transportation, trade policies, tariffs, duties, or related measures.

### 4. PACKING

The Company reserves the right to charge for packing.

### 5. DELIVERY

Shipping dates given by the Company are approximate and are based on prompt receipt of all necessary information regarding the Order. The Company will use commercially reasonable efforts to meet the scheduled date shown on the Order acknowledgement issued by the Company ("Acknowledgment"), but cannot be held responsible for a failure to do so for causes beyond its reasonable control. In no event shall the Company be

liable to the Buyer or other person for any loss, liability or damage from the Company's failure to deliver any Products within the time specified in the Order.

In the event of any delay requested by the Buyer or any delay caused by lack of shipping instructions, the Company will store all affected Products at the Buyer's risk and expense and will invoice the Buyer for the full contract price of the Products on or after the date on which the same are ready for delivery. If manufacture is delayed by the Buyer, (a) Buyer shall pay the Company an amount equal to the contract price for the affected Products multiplied by the percent of completion of the Products as of the date of notice of such delay is received by the Company, and (b) the Company reserves the right to adjust the contract price for any increased cost of production and/or performance of the Products resulting from such delay. In the event of a Product shortage, the Company may allocate its available Products among its customers in any manner the Company considers equitable.

### 6. METHOD OF SHIPMENT

Unless otherwise specified in the Acknowledgment or the Order to which it refers, all shipments made pursuant to the Order shall be made F.O.B. Exton, PA or nearest stocking point. In the event that any other method of shipment shall be specified, the price shall be adjusted to reflect any increase or decrease in the price to the extent that the cost of shipment is or will be included therein.

### 7. CHANGES

The Buyer may, with the written consent of the Company make changes in the Products covered by an Order. In the event of any such change, the Buyer shall pay to the Company the reasonable costs and other expenses incurred by the Company for such change for all work rendered to effect such change, plus the Company's usual profit thereon.

### 8. CANCELLATION

The Buyer may cancel an Order only upon the Company's written consent and upon payment to the Company of cancellation charges which shall take into account, among other things, anticipated profits, expenses incurred, and commitments already made by the Company.

### 9. REGULATORY LAWS AND/OR STANDARDS

The Company makes no promises or representation that its Products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of an Order. The Company prices do not include the cost of any related inspections, permits and inspection fees.

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### 10. RISK OF LOSS

Notwithstanding title to or ownership of the Products, all liability and risk of loss shall pass to the Buyer as soon as the Products have been delivered to a common carrier.

### 11. SECURITY INTEREST

To secure the payment of all amounts owing by Buyer to the Company for Products delivered to but not fully paid for by Buyer, Buyer grants to the Company a first priority purchase money security interest in such Products until the entire price is paid by cash in full. Buyer agrees to do all acts necessary to perfect and maintain such security right and title in the Company. The Buyer must maintain, at its own expense, insurance in an amount equal to the sale price against loss or damage of any Product covered by an Order and agrees to furnish the Company with satisfactory proof of this coverage.

### 12. TAXES

Buyer shall be responsible for the payment or disposition of any taxes imposed as a result of an Order, whether such taxes are imposed or levied at the time of the transaction or at any subsequent time. "Taxes" shall include any penalty or interest on such tax obligation. The Company agrees to reasonably cooperate with the Buyer in any attempt by the Buyer to have any such taxes released or reduced at the Buyer's request and expense. The prices do not include any applicable sales, use, excise or similar taxes. The Buyer assumes responsibility for all such taxes.

### 13. MINIMUM BILLING

Shall be \$50.00 net plus transportation costs.

### 14. PRODUCT LIABILITY

The Buyer acknowledges that the Company has no control over, and is not responsible for, the manner in which the Products will be used or otherwise dealt with by the Buyer. The Buyer therefore agrees to assume all responsibility for, and shall indemnify, defend and hold the Company harmless from and against, any and all losses, liabilities, actions, claims, demands and expenses (including without limitation attorneys' fees and court costs, whether with respect to first party or third party claims) (collectively, "Losses") arising out of or in any way related to the installation, maintenance, use or operation of the Products, or the design, construction or composition of any item or items made or handled by the Products supplied hereunder, including any such Losses based in whole or in part on the default or negligence of the Company. Buyer shall further indemnify the Company with respect to any Losses arising from or relating to any actual or alleged infringement to the extent such infringement results from (a) the design or manufacture of the Products to Buyer's specifications or (b) use of the Products in conjunction with

products and/or services not provided or specified by the Company.

### 15. RETURN OF GOODS

Written permission from the Company and payment to the Company of a restocking charge as determined by the Company must be obtained before returning any Products. Elastomeric products, products made to order, products not normally stocked or products for which there is no current demand will not be accepted as a return.

### 16. LIMITED WARRANTY

The Company warrants that at the time of shipment the Products will be free from any material defect in material or workmanship. All claims for breach of the foregoing warranty must be made by Buyer in writing within one (1) year after the date of shipment of such Products (the "Warranty Period"). The Company's exclusive obligation under the foregoing warranty, and the Buyer's exclusive remedy with respect to same, shall be limited to repair or replacement of any defective Product, or, if the Company in its sole discretion determines that such repair or replacement is impracticable, return of the purchase price paid for such Product upon return of the defective product to the Company. The Company shall have no liability with respect to any warranty claim not made within the Warranty Period.

The return of all Products submitted under this warranty must be authorized by the Company and transportation prepaid by the Buyer. The Company has no liability for any repairs made outside the Company's factory, unless with its prior written consent.

The warranty set forth in this Section will not be applicable unless the affected Product has been maintained and operated under normal conditions and in accordance with the specifications provided, and for the application(s) identified in writing, with the Order and/or the Products. In no event will the Company be responsible for damage resulting from misuse, abuse, or improper storage or handling of any Product.

Notwithstanding anything to the contrary contained herein, the warranty on purchased items, assemblies or accessories which are provided or installed as a separable component shall not extend beyond the warranty made by the manufacturer of the component.

THE FOREGOING WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, EACH OF WHICH IS HEREBY DISCLAIMED BY THE COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY HAVE ANY LIABILITY TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL,

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CONSEQUENTIAL OR EXEMPLARY LOSS, COST, EXPENSE, LIABILITY OR DAMAGE, WHETHER DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING OUT OF ANY THESE TERMS AND CONDITIONS, ORDER OR THE SUPPLY OR USE OF ANY PRODUCT. IN NO EVENT WILL THE COMPANY'S LIABILITY WITH RESPECT TO ANY ORDER OR THE SUPPLY OR USE OF ANY PRODUCT EXCEED THE AMOUNT ACTUALLY PAID BY THE BUYER WITH RESPECT TO SUCH PRODUCT.

### EXCLUSIONS TO WARRANTY

Grinding Media, Ceramic Parts, Elastomeric Products, Stators, Rotors, Mechanical Seals, Shaft Seals, Joint Parts and other wearing parts are excluded from the foregoing warranty and are provided "as is, where is".

### 17. PROPRIETARY RIGHTS

Any and all models, drawings, sketches, parts and other information supplied by one party to the other shall remain the property of the party who supplied it. The other party may not use any such materials or information except with respect to the Products dealt with herein. The Buyer shall not provide to the Company any information or materials that are subject to export controls without the prior written consent of the Company. The Products are offered for sale and are sold by the Company subject in every case to the condition that such sale does not convey any license, expressly or by implication to manufacture, duplicate or otherwise copy or reproduce any of the Products or any part thereof.

### 18. APPLICABLE LAW; JURISDICTION

This contract and all rights and duties of the Company and the Buyer will be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to these terms and conditions or any Order. Any dispute arising out of or in connection with an Order or the relationship of the Company and the Buyer shall be adjudicated exclusively in the state courts for Chester County, Pennsylvania or the federal courts for the Eastern District of Pennsylvania, and all parties consent to personal jurisdiction and venue therein.

### 19. BUYERS DELEGATION

The Buyer may not assign or delegate any of its rights or obligations under any Order without the prior written consent of the Company. Any attempted assignment or delegation in violation of this paragraph will be null and void.

### 20. PARTIES BOUND

This contract and any Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

### 21. INTEGRATED AGREEMENT; NO WAIVER

The terms and conditions of this contract and any Order are intended by the parties as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms. No failure by the Company to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

### 22. SEVERABILITY

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### 23. ATTORNEY FEES AND EXPENSES

In addition to all other remedies provided by law, the party aggrieved by any breach where settlement is made through negotiation, or the prevailing party in any litigation resulting from the breach, will be entitled to reasonable attorney's fees, plus any shipping costs incidental to repairing the immediate incident of the breach and court expense.

### 24. FORCE MAJEURE

In no event will the Company be liable for any failure or delay in performance due in whole or in part to any cause beyond the Company's reasonable control, including national or general strike, fire, riot, act of God, act of a public enemy, floods, acts of terrorism, transportation or delays, embargoes, pandemic, epidemic, public health emergency, governmental order, inability to obtain necessary materials or equipment necessary for a reasonable price or within a reasonable time period or other similar events.