



E-COMMERCE TERMS AND CONDITIONS OF SALE

(Last amended November 26 2020)

THE USAGE OF THE SITE IS STRICTLY SUBJECT TO THE WEBSITE TERMS OF USE AND TO THE PRIVACY POLICY.

ALL ORDERS MADE BY THE BUYER THROUGH THE SITE, AND ALL ORDERS ACCEPTED BY THE SELLER THROUGH THE SITE, ARE SUBJECT ONLY TO THESE E-COMMERCE TERMS AND CONDITIONS OF E-COMMERCE SALE TRANSACTIONS. ACCORDINGLY, THESE E-COMMERCE TERMS AND CONDITIONS APPLY TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS WHICH ARE APPLICABLE TO SALES AND PURCHASES OF PRODUCTS MADE OUTSIDE THE SITE BETWEEN THE SELLER OR ITS AFFILIATES AND THE BUYER OR ITS AFFILIATES.

NO OTHER TERMS AND CONDITIONS WILL APPLY TO THE SUPPLY OF PRODUCTS ORDERED THROUGH THE SITE UNLESS OTHERWISE EXPRESSLY AGREED BY THE SELLER IN WRITING AND WHERE IT IS EXPRESSLY STATED THAT THE AMENDMENT IS AGREED FOR THE PURPOSES OF THESE E-COMMERCE TERMS AND CONDITIONS

These E-Commerce Terms and Conditions are primarily designed for usage by Business Customers. If, however, you are purchasing products as a Consumer, your attention is drawn to certain provisions, including sections 3(f), 4(a)(2), 4(b)(2), 8(b), (d), 8(e) and 19, marked with an asterisk (“”) which are designed to reflect the enhanced rights for purchases by private consumers. Your attention is also drawn to the right of all Buyers under the 14 day “No Fault Returns Policy” in subsection 3(e) and to the “Limited Warranties” under Section 10.*

1. DEFINITIONS:

“Acceptance Confirmation” means the e-mail provided by the Seller containing or attaching the confirmation that the Order has been accepted.

“Applicable Policies” means the Seller’s policies as displayed on the Site, including (without limitation) the following:

- (a) Regal Beloit Global Privacy Policy – <https://www.regalbeloit.com/Privacy>; and
- (b) Website Terms of Use - [\[LINK\]](#)

“Business Customer” means a legal or physical person placing the Order for the Products exclusively in the course of, and solely for the purposes of, its business and not for private use outside of its business and who meets the eligibility criteria set out in Section 2 ‘YOUR STATUS’.

“Buyer” means, as the context requires:

- (a) where an Order has been placed by a person in respect of any Products but an Acceptance Confirmation has yet to be issued by the Seller, the Business Customer or

Consumer (as applicable) to which such Products are to be sold if a respective Acceptance Confirmation is issued by the Seller;

(b) where an Acceptance Confirmation has been issued by the Seller in respect of a relevant Order, the Business Customer or Consumer (as applicable) to which the Seller has agreed to sell such Products under the Contract so created.

“Consumer” means an individual who in placing the Order for the Products is acting for purposes which are wholly or mainly outside that individual’s trade, business or profession and who meets the eligibility criteria set out in Section 2 ‘YOUR STATUS’.

“Contract” means the agreement between the Buyer and the Seller governing the sale of Products by the Seller to the Buyer and which arises, in each case, upon the Seller’s issuance of an Acceptance Confirmation in respect of an Order placed by the Buyer. Subject always to the Seller’s acceptance of an Order by issuance of an Acceptance Confirmation, the following constitute the terms of the Contract for the Products in question:

- (a) these E-Commerce Terms and Conditions;
- (b) the Buyer’s Order; and
- (c) the Acceptance Confirmation.

“Delivery Dispatch Note” means the written confirmation provided by the Seller along with the Products when dispatched.

“Destination Address” means (unless otherwise separately agreed in writing by the Seller and the Buyer) either of (i) the destination address in the Netherlands provided by the Buyer with its Order for delivery of the Products or (ii) the destination address in the Netherlands registered for the Buyer on the ERP System.

“ERP System” means the Microsoft enterprise resource planning software used by the Seller which manages one or more of the following (or any other software used by the Seller at the relevant time for any such purpose): (i) vetting of Orders and Buyers (ii) applications by Buyers to be registered as Existing Customers and (iii) payment and delivery arrangements applicable to Products to be delivered under Contracts.

“Existing Customer” means a Buyer who has (i) been registered by the Seller on the ERP System as an approved customer of the Seller; (ii) received from the Seller an e-mail or other written confirmation that this is the case; and (iii) not had such registration withdrawn by the Seller at the relevant time.

“Intellectual Property Rights” means rights in patents (including utility models), designs (whether or not capable of registration), semi-conductor topography rights, copyright, moral rights, database rights, trademarks, service marks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secrets, confidentiality and other proprietary rights including rights to know-how and other technical information, applications to register any of the foregoing, rights to take action for past infringements in respect of any of the foregoing, and all rights in the nature of any of the foregoing anywhere in the world.

“Invoice” means the document sent by the Seller to the Buyer containing a list of Products purchased in the Order and a statement of the sum due for these Products, together with (where applicable) confirmation of the Special Payment Terms. A copy of such Invoice is also included in the Delivery Dispatch Note provided with the Products. “Sent by the Seller” for the purpose of this definition shall include delivery by the Seller to the Buyer by hand, by email or by post.

“Offerings” has the meaning given to it in Section 4 ‘PRICE; PRICE CHANGES’.

“Order” means an order for Products placed by the Buyer through the Site.

“Order Receipt Acknowledgement” means the automated e-mail acknowledgement of receipt provided by the Seller following an Order, as more particularly identified in subsection 3(b) ‘Order’.

“Products” means the equipment, parts, materials, supplies and other goods that are displayed on the Site. References in these E-Commerce Terms and Conditions to the purchase and sale of Products may mean, where applicable, the licensing of Software loaded on or provided with the Products.

“Seller” means Rotor BV a private limited company incorporated under the laws of the Netherland (Company Number 08030665) and having its registered office at Mors 1-5, 7151 MX Eibergen, Netherlands with its business trading address at 1-5, 7151 MX Eibergen, Netherlands

“Site” means the Seller’s website <https://www.rotor.nl/Home.aspx>

“Software” means software loaded on or provided with the Products.

“Special Payment Terms” means terms of payment permitting payment for Products under any Contract by no later than thirty (30) days after the end of the month indicated in whichever is applicable of (i) through (iv) below:

(i) unless (ii), (iii) or (iv) applies, the end of the month in which the relevant Products are delivered to the Buyer with a Delivery Dispatch Note; for the avoidance of doubt, this includes the case where the Products are damaged;

(ii) if the Buyer delays taking physical delivery of the Products at the Buyer’s Destination Address with the consent of the Seller (as contemplated in subsection 7(g) – ‘Delay’), the end of the month in which the Seller is prepared to deliver the Products;

(iii) if the Buyer is unable to or fails to accept delivery of the Products at the Buyer’s Destination Address (as contemplated in subsection 8(f) – ‘Storage’), the end of the month when delivery was attempted (even though it was unsuccessful) provided that an Invoice together with a copy of the relevant Delivery Dispatch Note has been given to the Buyer; or

(iv) if such Products are lost in transit (as contemplated in Section 7(d) – ‘Payment by ERP’), the end of the month in which a notice confirming the loss of the Products along with a copy of the Delivery Dispatch Note, provided that an Invoice has been sent to the Buyer.

“E-Commerce Terms and Conditions” means the “E-Commerce Terms and Conditions of Sale” as displayed on the Site at the time the relevant Order Receipt Acknowledgement is issued by the Seller.

“Website Terms of Use” means the document of that name as displayed on the Site at the time the relevant Order Receipt Acknowledgement is issued by the Seller.

“written” or “in writing” shall include, for the avoidance of doubt, any electronic communication (including emails) between the Seller and the Buyer for the purposes of these E-Commerce Terms and Conditions as provided for in Section 27 ‘NOTICES’.

2. YOUR STATUS:

(a) **The Site is primarily intended for use by Business Customers. If, however, the Buyer is purchasing Products as a Consumer, its attention is drawn to certain provisions (including Sections 3(f), 4(a)(2), 4(b)(2), 8(b), 8(d), 8(e) and 19) marked with an asterisk (“*”) which are designed to reflect the enhanced rights for purchases by Consumers. Your attention is also drawn to the right of all Buyers under the 14 day ‘No Fault Returns Policy’ in subsection 3(e) and to the ‘LIMITED WARRANTIES’ in Section 10. By placing an Order through the Site, the Buyer warrants and undertakes that:**

(i) it is acting as principal;

(ii) it is an entity established in the Netherlands or, if not an entity, permanently resident in the Netherlands;

(iii) it has the requisite power/capacity (as applicable) and authority to accept these E-Commerce Terms and Conditions, the relevant Order and the Acceptance Confirmation as the basis of the Contract, to enter into the Contract and to perform its obligations under the Contract;

(iv) it will at all times comply with the Website Terms of Use and Applicable Policies as in force from time to time; and

(v) it will at all times comply with the Contract and all applicable rules, laws or ordinances in the performance of its obligations under the Contract and its purchase of the Products, including but not limited to the payment of applicable taxes, duties and levies.

The Buyer acknowledges that, unless it is an Existing Customer, when the Buyer first places an Order on the Site, it will be asked to confirm its status as either a Business User or a Consumer. The Buyer agrees to provide a true and accurate description of its status to reflect the capacity in which it is placing an Order through the Site.

(b) **Status of Existing Customer.** The Buyer acknowledges that it must be an Existing Customer at the time of the Acceptance Confirmation being issued in respect of that Buyer’s Order.

Only where previously specifically approved and consented to by the Seller in writing, will an Existing Customer have access to the Special Payment Terms for Products forming part of the Contract entered into; in all other cases, Payment by Card must be made prior to the issuance of the Acceptance Confirmation.

Without prejudicing the Seller’s discretion to decline to issue an Acceptance Confirmation in any given case, the Buyer acknowledges that no Acceptance Confirmation will be issued to it in circumstances where it is not an Existing Customer (for example, where the Buyer has failed the Seller’s vetting process detailed in (c) below).

(c) **Registering the Buyer to the ERP System as an Existing Customer.** Where the Buyer is not an Existing Customer at the time it places an Order, by accepting these E-Commerce Terms and Conditions and placing an Order on the Site, the Buyer consents to the Seller creating a new customer account for it on the Seller’s ERP System and acknowledges that acceptance of any Order shall be in the Seller’s sole discretion. As part of this process, the Buyer will confirm to the Seller whether it is making purchases on the Site in the capacity as a Business Customer or as a

Consumer under Section 2 'YOUR STATUS' and provide the Seller with such evidence of its capacity as the Seller may reasonably request. Furthermore, the Buyer consents to the Seller conducting its vetting and know-your-client checks on the Buyer and, if successfully completed to the Seller's satisfaction, to the Seller creating an online e-commerce account in such Buyer's name. All information provided by the Buyer will be treated securely and strictly in accordance with the Data Protection Act 2018 and in accordance with the terms of the Seller's Privacy Policy (see Section 16 'DATA SECURITY').

- (d) **Website Terms of Use and Applicable Policies.** The usage of the Site is strictly subject to the Website Terms of Use and to the other Applicable Policies. You must therefore read these when accessing the Site and when seeking to place any Orders through the Site.

3. CONTRACT FORMATION:

- (a) **Contract Terms.** If you purchase Products from the Site, these E-Commerce Terms and Conditions shall apply to the sale and purchase. By accessing the Site and proceeding to the checkout with an Order, the Buyer acknowledges and accepts these E-Commerce Terms and Conditions and agrees that such E-Commerce Terms and Conditions will apply to any Contract formed with the Seller.

Accordingly, these E-Commerce Terms and Conditions of Sale apply to the exclusion of any other terms and conditions which are applicable to sales and purchases of Products made outside the Site between the Seller or its affiliates and the Buyer or its affiliates.

The Buyer also agrees that, in respect of any Contract formed, these E-Commerce Terms and Conditions supersede any additional or other terms and conditions contained in any other communication between the Seller (or any of its affiliates, representatives or agents) and the Buyer (or any of its affiliates, representatives or agents) in respect of the respective Order from the Site. Accordingly, no agreement or understanding, oral or written, purporting to modify these E-Commerce Terms and Conditions shall be binding on the Seller unless it is made in writing, specifically stating that it is a modification of these E-Commerce Terms and Conditions and it is signed by the Seller's authorized representative. No course of dealing, usage of trade, or course of performance shall be relevant to explain or supplement any of these E-Commerce Terms and Conditions. Notwithstanding the foregoing, where the Seller agrees with the Buyer in writing that different Incoterms shall apply to a Contract formed under these E-Commerce Terms and Conditions, this shall be confirmed by the Seller as set out in subsection 8(a) 'Applicable Incoterm'.

Fulfilment of the Buyer's Order does not constitute acceptance of any of the Buyer's own terms and conditions and does not modify or amend these E-Commerce Terms and Conditions.

The Seller shall be entitled to update and/or amend these E-Commerce Terms and Conditions from time to time and, as of the moment of uploading such updated or amended E-Commerce Terms and Conditions to the Site, the revised E-Commerce Terms and Conditions shall apply to all dealings on the Site between the Seller and the Buyer. The Buyer should therefore check these E-Commerce Terms and Conditions every time it uses the Site to ensure it understands the terms that apply at that time.

- (b) **Orders.** The Buyer's Order placed through the Site is an offer to buy the Product(s) in the respective Order. The Buyer is deemed to have made such an offer by placing an Order with the Seller via the online checkout process on the Site.

After placing an Order, the Buyer will receive an automated e-mail from the Seller acknowledging receipt of the Buyer's Order and containing an Order reference number and details of the Product(s) ordered ("Order Receipt Acknowledgement"). Please note that neither the taking of payment for the Order nor the issuance of an Order Receipt Acknowledgement (or any other automated e-mail prior to the issuance of an Order Receipt Acknowledgement) nor any delay in issuing an Order Receipt Acknowledgement shall constitute acceptance of the Buyer's Order nor the conclusion of the Contract.

All Orders via the Site shall be subject to these E-Commerce Terms and Conditions, whether or not the Order Receipt Acknowledgement, any Acceptance Confirmation or any Delivery Dispatch Note so states.

- (c) **Acceptance.** No Buyer Order shall be binding on the Seller until accepted in writing by the Seller, and the Seller shall have no liability to the Buyer with respect to Orders that are not accepted.

All Orders are therefore subject to acceptance by the Seller. The earlier of: (i) the sending by the Seller to the Buyer of an e-mail confirming that the Order has been accepted (being the "Acceptance Confirmation"); or (ii) delivery to the Seller's carrier against an Order where the delivery packaging contains a hard copy delivery dispatch note from the Seller (being the "Delivery Dispatch Note") shall be deemed to constitute the Seller's written acceptance thereof, subject to these E-Commerce Terms and Conditions. Subject to, amongst other things, completion by the Seller of its vetting and know-your-client checks on the Buyer, the Seller shall seek (but without obligation) to send any Acceptance Confirmation which it chooses in its sole discretion to issue within 72 hours of receiving the Buyer's Order.

Accordingly, only upon such acceptance under (i) or (ii) of the preceding paragraph, will a Contract arise between the Buyer and the Seller in relation to the respective Order and then only to the extent specified in the next sentence. Such Contract will relate only to those Products the Seller has specifically confirmed and identified in the Acceptance Confirmation or Delivery Dispatch Note (as applicable) which may be all or part of the Buyer's Order; accordingly the Seller will not be obliged to supply any other Products which may have been part of the Buyer's Order until the Seller has confirmed acceptance of the Buyer's Order for those other Products within a separate Acceptance Confirmation and/or Delivery Dispatch Note.

- (d) **Cancellation or Change by Buyer.** Orders accepted by the Seller may not be cancelled or modified by the Buyer except:

- (i) in accordance with the Returns Policy under (e) below; or
- (ii) otherwise with the prior written consent of the Seller.

In the event an Acceptance Confirmation and/or Delivery Dispatch Note have been sent to the Buyer, the Buyer may not change its Order unless the Seller accepts in writing any change(s) requested by the Buyer (whereby the Seller reserves the right to revise the price and delivery schedule).

- (e) **No Fault Returns Policy.** In order for a Buyer to be eligible for a refund on an undamaged Product, the Buyer must return the Product to the Seller within 14 days of delivery by the Seller's carrier to the Buyer's Destination Address (the "Return Period"). To return a Product during the Return Period, the Buyer should contact the Seller's sales team (whose details are set out in the automated e-mail from the Seller attaching the Order Receipt Acknowledgement) to obtain a return merchandise authorisation number. The Product must be returned in the same condition as it was

received by the Buyer and (subject to subsection 3(f) below applicable to Buyers which are Consumers only) must be undamaged. Subject to subsection 3(f) 'Remedies for loss or damage to Products in the case of Consumers only' in respect of Consumers, if the product is damaged or the Buyer has initiated the return after expiry of the Return Period, the Buyer will not be eligible for a refund. When packing the Product, the Buyer should re-use the packing material supplied for delivery to ensure safe transportation. If the Buyer requires the Seller to arrange collection from a location in the Netherlands, they should contact the Seller's sales team (whose details are set out in the e-mail from the Seller attaching the Order Receipt Acknowledgement) who will confirm details and charges. Unless otherwise agreed in writing by the Seller, all transportation costs for the return of a Product to the Seller shall be borne by, and be for the sole account of, the Buyer. Where agreed in writing by the Seller, the Seller may reimburse the Buyer for transportation costs relating to the return of a Product to the Seller. For the avoidance of doubt and unless otherwise agreed in writing by the Seller, the Buyer is responsible for arranging any returns from locations outside of the Netherlands.

After the Seller receives the Product, the Seller will carry out an inspection to confirm it is in good condition and undamaged before processing the Buyer's return. The Buyer's money will be refunded to it using the original payment method used for the purchase, whether Payment by Card or Payment by ERP. For credit card payments it may take 5 to 10 business days for a refund to appear on the Buyer's credit card statement.

All products supplied by the Seller are covered by the Seller's 12 month warranty (see Section 10 'LIMITED WARRANTIES') and the Buyer should therefore also review Section 10 carefully in this context so that it has a fuller understanding of its rights to return Products. If a warranty claim is found to be false following an investigation then the Buyer will be liable for the collection and delivery charges associated with the claim.

This Returns Policy does not affect the Buyer's statutory rights to the extent these cannot be excluded by law.

(f) * Special Rights for Consumers in case of loss or damage to Products in course of transit

The following special rights are also available to a Buyer which is a Consumer in case a Product is lost or damaged between the time of delivery to the Seller's carrier and delivery to the Buyer's Destination Address (or the earlier taking of physical possession of the Product by the Buyer or its agent):

- (1) Lost Products:** Unless the Seller agrees in writing with the Buyer that the Seller shall replace such Product, if a Product is lost (whether due to theft or otherwise) after the time of delivery to the Seller's carrier but prior to the time of delivery to the Buyer's Destination Address (or, if earlier, the time of the Buyer or its agent taking physical possession of the Product), a Buyer who is a Consumer shall be entitled to a refund of the price paid by it for the Product. In order to be eligible for a refund under this subsection 3(f)(1), the Buyer must request a refund of the price paid by it in writing within 90 days of the Acceptance Confirmation;
- (1) Damaged Products:** Unless the Seller agrees in writing with the Buyer that the Seller shall repair or replace such Product, if a Product is damaged after the time of delivery to the Seller's carrier but prior to the time of delivery to the Buyer's Destination Address (or, if earlier, the time of the Buyer or its agent taking physical possession of the Product), a Buyer who

is a Consumer shall be entitled to a refund of the price paid by it for the Product subject to fulfilment of the requirements of this subsection 3(f)(2).

In order to be eligible for a refund under this subsection 3(f)(2), the Buyer must do the following within 30 clear days after delivery of the damaged Product to the Buyer's Destination Address (or, if earlier, the time of the Buyer or its agent taking physical possession of the Product): (i) request a refund of the price paid by it in writing; and (ii) return the damaged Product together with photographic evidence of the damage, a confirmation in writing that such damage was present on delivery to it and a reasonable explanation of the damage identified. When packing the damaged Product for return to the Seller, the Buyer should re-use the packing material supplied (to the extent feasible) for delivery to ensure safe transportation. If the Buyer requires the Seller to arrange collection from a location in the Netherlands, they should contact the Seller's sales team (whose details are set out in the e-mail from the Seller attaching the Order Receipt Acknowledgement) who will confirm details and charges. Unless otherwise agreed in writing by the Seller, all transportation costs for the return of a Product to the Seller shall be borne by, and be for the sole account of, the Buyer. For the avoidance of doubt and unless otherwise agreed in writing by the Seller, the Buyer is responsible for arranging any returns from locations outside of the Netherlands. For the purposes of this (2), the expression "clear days" excludes the day of delivery of the Product to the Buyer's Destination Address or, if applicable, the earlier day on which the Product enters the physical possession of the Buyer or its agent.

Subject to the Seller being satisfied as to the validity of any claim under (1) or (2) and except as otherwise agreed, the Seller will refund any money due to the Buyer under this subsection 3(f) using the method of Payment by Card selected by the Buyer, being either the credit or debit card used for the purchase or via PayPal. For credit card payments it may take 5 to 10 business days for a refund to appear on the Buyer's credit card statement. The Buyer acknowledges and agrees that any refund it receives under this section shall be in full and final settlement and fulfilment of the Seller's obligations under the Contract.

- (g) **Cancellation by Seller.** Notwithstanding any indication given on the Site, all Orders are accepted subject to availability. Most Products displayed at the Site are available. In some cases, Products displayed for sale at the Site may not be available for supply by the Seller. In the event that an Order cannot be accepted for reason of non-availability of stock, the Buyer's Order may be cancelled by the Seller without liability on the Seller's part. As stock becomes available any Order re-submitted will be subject to the price and the E-Commerce Terms and Conditions pertaining at the time of such re-submission.
- (h) **Seller's right to refuse an Order.** The Seller may refuse to accept the Buyer's Order in its sole discretion and without liability on the Seller's part, including (without limitation): (i) where the Product is not available; (ii) where the Seller cannot obtain authorisation for the Buyer's payment (see Section 4 'PRICE; PRICE CHANGES'); (iii) if there has been a pricing or Product description error (see Section 4 'PRICE; PRICE CHANGES'); (iv) where the Buyer fails the Seller's vetting and know-your-client process and checks for being registered on the ERP System and/or for an online e-commerce account; (v) if the Buyer does not meet the eligibility criteria set out in Section 2 'YOUR STATUS'; or (vi) if the Seller determines that proceeding to accept the Order and/or proceeding to implement any provision of the resultant Contract may result in a breach by either Seller or Buyer of any applicable laws, rules or regulations and/or in a contravention by the Seller of any non-legally binding guidelines or recommendations issued by any governmental body (see also Section

9 'EXCUSABLE DELAYS; FORCE MAJEURE'). Where the Seller exercises its right under this Section 3(g), it shall notify the Buyer of its determination.

- (i) **Seller's Rights of Termination.** Without prejudice to the other rights of the Seller (whether arising under these E-Commerce Terms and Conditions, at law or otherwise) to terminate any Contract, the Buyer acknowledges the Seller's rights of termination set out in Section 9 'EXCUSABLE DELAYS; FORCE MAJEURE' and in Section 24 'LAWS'.
- (j) **Determination by the Seller to refuse an Order or terminate a Contract.** The Seller shall notify the Buyer in writing of a determination under subsections 3(h) 'Seller's right to refuse an Order' or 3(i) 'Seller's Rights of Termination' above to either refuse any Order or terminate any Contract, as soon as practicably possible following such a determination. In the event that an Order is refused or a Contract is terminated in accordance with these Sections, the Seller will reimburse any payments received by the Seller from the Buyer, subject to deductions for any costs or expenses incurred by the Seller in relation to the Order or the Contract

4. PRICE; PRICE CHANGES:

- (a) **Price.** The price of Products and, if applicable, Software ("**Offerings**") sold pursuant to the Contract shall be as quoted on the Site from time to time. The prices quoted on the Site for Offerings include the Seller's standard packaging and assumes CPT 2020 Incoterms are applied.

Furthermore, the prices:

- (1) include the cost of delivery to the Buyer's Destination Address; but
- (2) exclude the cost of arranging insurance cover for loss (whether by theft or otherwise) or damage to the Product from the point when the Product is delivered to the Seller's carrier for onward transportation to the Buyer's Destination Address which shall be the sole responsibility of the Buyer and no such insurance cover will be provided by the Seller.

BUSINESS CUSTOMERS: Title and risk to Products passes to Business Customers upon delivery to the Seller's carrier and it shall be the sole responsibility of Business Customers, at their own cost, to arrange their own insurance cover for any eventual loss or damage to the Product from such point.

* **CONSUMERS ONLY:** A Buyer which is a Consumer shall not be required to arrange insurance cover under this subsection 4(a)(2) for loss or damage to the Products during transportation of the Products by the Seller's carrier to the Destination Address. Consumers should note the provisions of subsections 8(d) 'Title Transfer' and 8(e) 'Risk of Loss/Damage', pursuant to which the risk of loss (whether by theft or otherwise) or damage shall only transfer to the Consumer upon the earlier of (i) delivery of the Products to the Destination Address; or (ii) the date on which the Buyer or its agent takes physical possession of the Products.

If the Seller has agreed in writing with the Buyer in accordance with subsection 8(a) 'Applicable Incoterms' that alternative Incoterms are to be applied, additional delivery charges and/or other charges may be added and will be set out in the Acceptance Confirmation or separately agreed in writing by the Seller.

Prices are exclusive of amounts in respect of value added or similar taxes and the Buyer shall pay the Seller all additional amounts in respect of such taxes.

Published prices are for the Seller's current Offerings, and are based on, in the case of Products, current standard design and construction from standard materials.

The Seller reserves the right at any time, without notice and without incurring any liability, to discontinue and withdraw any Offerings from sale, to make changes in the design of Offerings, and/or to add improvements to Offerings. The Seller reserves the right to discontinue any price advances, discounts, extras and other terms and conditions related to price without notice.

Whilst prices are liable to change at any time, the changes will not affect Products forming part of any Order in respect of which the Seller has already sent the Buyer an Order Receipt Acknowledgement.

Price at the checkout is based on delivery in accordance with Incoterms CPT 2020 under Section 8 'DELIVERY; TITLE TRANSFER; RISK OF LOSS/DAMAGE' below; if the Seller has agreed in writing with the Buyer in accordance with subsection 8(a) 'Applicable Incoterms' that alternative Incoterms are to be applied, additional delivery charges and/or other charges may be added and these will be set out in the Acceptance Confirmation or separately notified in writing by the Seller.

(b) Price Changes.

(1) The Site contains a large number of Products and it is always possible that, despite the Seller's best efforts, some the Products listed on the Site may be incorrectly priced. The Seller will normally verify prices as part of its Order Receipt Acknowledgement process so that, where a Product's correct price is less than the price displayed on the Site, the Seller will charge the Buyer the lower amount. If a Product's correct price is higher than the price stated on the Site, the Seller will normally, at its discretion, either contact the Buyer for instructions before dispatching the Product or reject the Buyer's Order and notify them of such rejection.

(2) **BUSINESS CUSTOMERS ONLY:** In response to the following changes increasing the Seller's costs, effective upon notice from the Seller to the Buyer, the Seller may change unilaterally the price applicable to a Contract between the parties: (a) changes in the Buyer's shipment arrangements from CPT 2020 as envisaged in subsection 8(a) 'Applicable Incoterms' and other Buyer requests to which the Seller agrees in writing (whether agreed by the Seller during check-out or otherwise agreed by the Seller in writing); (b) changes in freight rates and other transportation related expenses, where the Seller is responsible for these; (c) changes in applicable laws, including, but not limited to, conditions described in Section 6 'TAXES, DUTIES and FEES' below; and (d) changes in the Seller's cost of production, such as in the cost of raw materials, components, and/or labour.

* **CONSUMERS ONLY:** The Seller may also make changes to the price applicable to a Contract with a Buyer which is a Consumer in the circumstances described in the above paragraph of this sub-section 4(b)(2) relating to Business Customers, provided that before doing so the Seller notifies the Buyer which is a Consumer and obtains that Buyer's express consent to the change in price. In such case, that Buyer shall also be permitted to contact the Seller to end the Contract before the changes take effect and receive a refund for any Products paid for but not received.

5. SALE OF PRODUCTS:

The provisions set forth in this Section shall apply if the Seller sells Products to the Buyer.

- (a) **Environment requirements.** The Buyer shall ensure an environment which meets the requirements specified by the Seller for the Products in a particular case (for example, concerning temperature, humidity, technical environment requirements and the like).
- (b) **The Products of the Seller's supplier.** If and insofar as the Seller provides Products from third parties to the Buyer, these E-Commerce Terms and Conditions shall apply with regard to that Product as between the Seller and the Buyer.

6. TAXES, DUTIES AND FEES:

The Seller shall be responsible for taxes measured on the Seller's net income based upon performance of, or payment for, sales of Products under the Contract ("Seller Taxes"). The Buyer shall be responsible for all other taxes, duties, fees or other charges of any kind (including, but not limited to any manufacturer's tax, retailers' occupation tax, use tax, sales tax, excise tax, any tariff, levy or duty, any custom, inspection or testing fee, value added tax, or any other tax, fee or charge of any nature whatsoever), and any increase in the same, imposed by any governmental authority against the Buyer, the Seller or the Seller's suppliers and/or contractors, based upon the Contract between Seller and Buyer, and whether related to production, sales, distribution, the delivery of Products or Software, or any other element of Seller's performance under the Contract, or the performance of a Seller supplier or contractor in support of the Contract. In the event that the Seller, whether directly or indirectly through one or more of its suppliers and/or contractors, is required to pay any such tax, duty, fee or charge (including any increase in the amount thereof), regardless whether such tax, duty, fee or charge (or increase in the amount thereof) is imposed before or after the Seller's delivery of the Products and/or Buyer's payment under the Contract, the Buyer shall reimburse the Seller for the payment of such tax, duty, fee or charge (or increase in the amount thereof). The Seller may add the amount to be reimbursed to the price of the Product or Software or invoice it separately, at the Seller's election. In lieu of such reimbursement, the Buyer may provide the Seller, at the time the Order is submitted, with a valid exemption certificate or other document which discharges the requirement to pay the relevant tax, duty, fee or charge and is acceptable to the authority imposing such tax, duty, fee or charge. If the exemption certificate or other document is considered to be invalid or without effect at any time, the Buyer shall reimburse the Seller on demand in respect of the resultant tax, duty, fee or charge. If the Seller's prices include or are intended to cover any taxes, duties, fees or charges (other than Seller Taxes), any increase in such taxes, duties, fees and/or charges shall be the basis for a price adjustment.

All sums payable under, or in respect of, or in connection with, the Order by or on behalf of any party shall be paid free and clear of all deductions or withholdings save only as may be required by law. If any deduction or withholding is required by law to be made from any payment made by the Buyer to the Seller at any time, the Buyer shall pay the Seller such additional amount as will, after such deduction or withholding has been made, leave the Seller with the same amount as the Seller would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

7. TERMS OF PAYMENT:

- (a) **Payment terms.** Terms of payment are payment in full, without set-off or discount, in euro (or such other currency agreed in writing by the Seller for the purposes of the Contract), which shall be payable either by credit card, debit card or Online Banking (iDEAL) (Payment by Card or Online Banking)

- (b) **Payment by a Buyer who is not an Existing Customer.** The Buyer acknowledges that Orders may only be accepted in respect of Buyers who have been uploaded as an Existing Customer onto the Seller's ERP System and that any such acceptance is in the Seller's sole discretion. Accordingly, where the Buyer is not an Existing Customer at the time of placing an Order, it consents to the Seller registering it as an Existing Customer on the ERP System and acknowledges that the Seller will refuse to accept the Buyer's Order where the Buyer fails the Seller's vetting and know-your-client processes and checks as part of the registration process for the ERP System (see Section 2(b) 'STATUS'). Where the Buyer is accepted onto the Seller's ERP System, the Buyer further consents to the Seller creating an online e-commerce account in the Buyer's name.
- (c) **Payment by Card or Online Banking.** The Seller accepts payment by several credit and debit cards and Online Banking. Card will only be charged at or shortly after the time the Buyer places its Order on the Site. The Buyer is hereby made aware that online payment transactions are subject to validation checks by the Buyer's card issuer and the Seller is not responsible if the Buyer's card issuer declines to authorise payment for any reason. In addition, where a Buyer who makes Payment by Card is not an Existing Customer, the Buyer consents to the Seller conducting various vetting and know-your-client processes and checks on the Buyer in order to upload the Buyer's Order onto its ERP System and register the Buyer as an Existing Customer (see Section 2(b) 'STATUS'). All information provided by the Buyer will be treated securely and strictly in accordance with the Data Protection Act 2018 and in accordance with the terms of the Seller's Privacy Policy (see Section 16 'DATA SECURITY'). In addition, the Seller shall not be responsible or liable for any charges or online handling or processing fees set by the Buyer's card issuer.
- (d) **Buyer Financial Condition.** If, during the period of performance of the Contract:
- (1) the financial condition of the Buyer is reasonably determined by the Seller not to justify usage of Special Payment Terms previously approved in writing by the Seller, the Seller may demand full or partial payment in advance before proceeding with the delivery of the Products under the Contract, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or terminate the Contract with immediate effect by notice to the Buyer without incurring any liability vis-à-vis the Buyer; or
 - (2) the Buyer is or becomes subject to an Insolvency Event, then (without prejudice to any other right or remedy available to the Seller), the Seller may terminate the Contract or suspend any further deliveries to the Buyer, and if Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary. For the purposes of this subsection 7(f)(2), "**Insolvency Event**" means any of the following: (i) the Buyer makes a composition or voluntary arrangement with its creditors, enters administration or goes into liquidation (other than for the purposes of a solvent amalgamation or reconstruction approved by the Seller in writing); (ii) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; (iii) in the case of a Buyer who is a Consumer, a bankruptcy order is filed against them or steps are taken by the Buyer to enter into bankruptcy; (iv) any event analogous to the events in (i), (ii) or (iii) arises under the laws of any country outside Netherlands with respect to the Buyer; (v) the Buyer ceases or threatens to cease to carry on business; or (iv) the Seller reasonably apprehends that any of the above

events in (i) to (v) of this subsection 7(f)(2) is about to occur and notifies the Buyer accordingly.

- (e) **Delay.** If taking of delivery at the Destination Address is delayed by the Buyer, which delay must be consented to by the Seller, the Seller may store the Products in accordance with subsection 8(f) 'Storage' below and the Seller may (effective on notice to the Buyer), change the price for the Products to reflect the increased cost of storage and delivery on the delayed date. Payments or, where Payment by Card has already occurred, the balance of payments shall become due 30 days following the end of the month on which the Seller is prepared to deliver the Products and storage shall be at the Buyer's risk and expense as provided in subsection 8(f) 'Storage' below.

8. DELIVERY; TITLE TRANSFER; RISK OF LOSS/DAMAGE:

- (a) **Applicable Incoterms.** Unless otherwise agreed in writing between the Seller and the Buyer (and as detailed in the Buyer's ERP System account), the Seller shall apply CPT 2020 to all Contracts entered into under these E-Commerce Terms and Conditions and the following provisions of this subsection 8(b) to (f) shall apply. Where the Seller and the Buyer agree that different International Chamber of Commerce Incoterms ("ICC Incoterms") shall apply to a particular Contract, this shall be confirmed by the Seller in the Acceptance Confirmation. If any amendment is needed to these E-Commerce Terms and Conditions to reflect the effect of the different Incoterms to be used, the Buyer shall promptly agree any relevant amendments to the terms of the Contract upon the request of the Seller.
- (b) **Delivery.** The Buyer acknowledges that deliveries are restricted to locations in the Netherlands. Accordingly, when placing an Order the Buyer will (unless otherwise agreed in writing with the Seller) provide the Seller with a destination address in the Netherlands for delivery and/or consent to delivery of the Products to the destination address in the Netherlands registered for the Buyer on the ERP System (whichever is applicable being the Buyer's "Destination Address").

The Seller shall deliver Products into the custody of its carrier under CPT 2020 ("Carriage Paid to") and arrange for the carrier to transport the Products to the Buyer's Destination Address. For the avoidance of doubt, reference in these E-Commerce Terms and Conditions to delivery to the Seller's carrier shall be deemed to occur upon the earlier of (i) collection by the Seller's carrier of the relevant Products from the Seller's office, factory, warehouse, authorized service centre or other facility and (ii) delivery of the relevant Products to the custody of the Seller's carrier.

As provided in subsections 8(d) 'Title Transfer' and 8(e) 'Risk of Loss/Damage' below, the Buyer shall (except where it is a Consumer) acquire the title to the Products and bear the risk of loss (whether by theft or otherwise) and/or damage to such Products from the time the Seller delivers the Products to its carrier. Whilst the Seller is responsible for the transportation charges of the carrier up until delivery to the Buyer's Destination Address (excluding any unloading costs), the Seller will not provide transit insurance (intended to cover loss or damage to the Product from the point of delivery of the Products to the Seller's carrier including during transportation) and the Buyer shall be solely responsible for effecting any such insurance at its own cost and expense.

* **CONSUMERS ONLY:** As provided in subsections 8(d) 'Title Transfer' and 8(e) 'Risk of Loss/Damage' below, a Buyer which is a Consumer shall acquire the title to the Products and bear the risk of loss (whether by theft or otherwise) and/or damage to such Products from the earlier of (i) delivery of the Products to the Destination

Address; or (ii) the date on which the Buyer or its agent takes physical possession of the Products. Accordingly, the Buyer shall not be required to arrange insurance cover for loss or damage to the Products from the point of delivery of the Products to the Seller's carrier including during transportation and the insurable interest shall remain with the Seller for this period.

Given the restrictions on delivery of Products only to Destination Addresses in the Netherlands, each Buyer (whether a Business Customer or a Consumer) agrees to be solely responsible for any export formalities which arise where the Buyer seeks to export the Products from the Netherlands (including all costs and expenses of any export clearances) and any additional freight transportation costs for delivery of the Products to a final destination outside of the Netherlands shall also be for the Buyer's sole account.

- (c) **Delivery Dates.** Delivery dates set out in the Order Receipt Acknowledgement, Acceptance Confirmation, Delivery Dispatch Note and any other notices relating to the Buyer's Order are approximate and estimates only; delivery dates are not guaranteed. Delivery dates are based upon product availability, relevant third party suppliers performing timely and prompt receipt by the Seller from the Buyer of all necessary and correct delivery and other information. The Seller shall endeavour to meet any stated delivery date but the Seller shall not be in default in case a stated delivery or other period has been exceeded.

- (d) **Title Transfer.** In the case of sales of Products to Buyers which are Business Customers, title to Products shall pass to the Buyer on the delivery of the Products to the Seller's carrier for onward delivery to the Buyer's Destination Address in accordance with subsection 8(b) 'Delivery'. Notwithstanding the foregoing, title to Software shall not pass to the Buyer and is subject to the applicable license.

* **CONSUMERS ONLY:** In the case of sales of Products to Buyers which are Consumers, title to Products shall pass to the Buyer on earlier of (i) delivery of the Products to the Destination Address; or (ii) the date on which the Buyer or its agent takes physical possession of the Products.

- (e) **Risk of Loss/Damage.** In the case of sales of Products to Buyers which are Business Customers, risk of loss (whether due to theft or otherwise) and/or damage to the Products shall pass to Buyer upon delivery of the Products to the Seller's carrier for onward delivery to the Buyer's Destination Address or, where there are subsequent carriers/freight forwarders, to the first carrier for transportation to the Buyer's Destination Address.

A Buyer which is a Business Customer shall accordingly be solely responsible for arranging insurance at its own cost to cover the risk of loss (whether due to theft or otherwise) or damage to any Products arising from the point of delivery to the Seller's carrier. Such Buyer's rights to return or reject the Products are limited to those under subsection 3(e) 'No fault returns policy' and a claim under Section 10 'LIMITED WARRANTIES'.

Any loss (whether by theft or otherwise) of or damage to the Products and, if applicable, Software, in the course of transit to the Buyer's Destination Address shall not affect the Buyer's obligation to pay the full price for the Products in accordance with these E-Commerce Terms and Conditions.

* **CONSUMERS ONLY:** In the case of sales of Products to Buyers which are Consumers, risk of loss (whether due to theft or otherwise) and/or damage to the Products shall pass to the Buyer on the earlier of (i) delivery of the Products to the Destination Address; or (ii) the date on which the Buyer or its agent takes physical

possession of the Products. Accordingly, a Buyer which is a Consumer shall not be responsible for arranging insurance to cover the risk of loss (whether due to theft or otherwise) or damage to any Products arising from the point of delivery to the Seller's carrier. The insurable interest shall remain with the Seller until the risk of loss and/or damage transfers to the Buyer. Buyers which are Consumers are referred to their rights under subsections 3(e) 'No Fault Returns Policy', 3(f) 'Remedies for loss or damage to Products in the case of Consumers only' and Section 10 'LIMITED WARRANTIES'.

- (f) **Storage.** In the event that the Buyer is unable to or fails to accept delivery of the Products at time of delivery by the carrier to the Buyer's Destination Address, the Seller shall (if it has not already) give an Invoice to the Buyer for the full purchase price as if shipment had been successfully made and, in such case, payment shall fall due no later than the day falling 30 days after the end of the month in which delivery was attempted (even though it was unsuccessful) provided that an Invoice together with a copy of the Delivery Dispatch Note is given to the Buyer. Without prejudice to its other rights and remedies: (i) if the Seller elects to store such Products in its own facilities, the Buyer will pay the Seller the reasonable handling and storage charges for the period of such storage, or (ii) if the Seller elects not to store such Products itself, the Seller may arrange handling and storage by the carrier or other person selected by the Seller (in each case at the prices charged by such carrier or other person) for the Buyer at the Buyer's expense. In cases where handling and/or storage become necessary, the Seller shall have no obligation to make a contract of carriage for the redelivery of the Products and it shall be the Buyer's responsibility to make necessary arrangements to collect and/or arrange redelivery of such Products using its own carrier from the Seller's own facilities or such other place of storage as arranged by the Seller (as applicable) to the Buyer's Destination Address and all additional transportation and other charges and expenses incurred shall be for the Buyer's sole account.

For the avoidance of doubt, the Buyer's inability or failure to accept delivery of the Products shall not alter the passage of risk under subsection 8(e) 'Risk of Loss/Damage' above, with the risk of loss and/or damage passing to the Buyer upon delivery of the Products to the carrier in accordance with subsection 8(b) 'Delivery' above (or, for a Consumer, on the earlier of (i) delivery of the Products to the Destination Address; or (ii) the date on which the Buyer or its agent takes physical possession of the Products). Without limitation, any failure by the Buyer to collect or arrange redelivery of relevant Products shall not excuse payment in full of the price for the Products, together with any additional charges and expenses in accordance with this subsection 8(f).

9. EXCUSABLE DELAYS; FORCE MAJEURE:

- (a) **Excuse of Performance.** Seller shall not be deemed in breach of the Contract or be liable to the Buyer in any way (whether for any ordinary, incidental, or consequential loss or damage or otherwise) as a result of the Seller's delay in or failure of delivery due to any of the following (an **Excusing Factor**): (i) any cause beyond the Seller's reasonable control, (ii) an act of God, (iii) any act or omission of the Buyer, (iv) any embargo or other government act (v) any decree, legislation, restriction, authority or regulation (vi) any guideline, recommendation or request of the government, any ministry or any governmental body (including where caused by the Seller following any such guideline, recommendation or request not having the force of law) , (vii) fire, theft or accident (viii) strike, slowdown or other labour disturbance, (ix) war, armed conflict, act or threat of terrorism or riot, (x) epidemic or pandemic (including COVID-19) and/or any related quarantine measures, (xi) any act or omission of the Seller's carrier (including any agent or sub-contractor of such carrier) or any delay or impossibility to use railways, shipping, aircraft, motor transport or other any means

of public or private transportation, (x) impossibility to use public or private telecommunications network, or (xi) delay or inability to obtain necessary labour, materials, components, or facilities. Should any Excusing Factor occur, the Seller shall be: (1) entitled to extend the delivery date for a period equal to the duration of the Excusing Factor, including any consequential disruption caused by the Excusing Factor, and shall be relieved of its obligations under the Contract for such period, and (2) further entitled, in its sole discretion, to elect to terminate the Buyer's Contract, provided that in the case of an Excusing Factor causing a delay to the Seller's delivery (as opposed to a failure), the Excusing Factor must cause a delay of more than 7 days before the Seller's right to terminate arises. Notice of the Excusing Factor shall be given promptly to the Buyer. In the event the Seller elects to so terminate the Contract, the Seller shall be released of and from all liability for failure to deliver the Products, including, but not limited to, any and all claims on behalf of the Buyer for lost profits, or any other claim of any nature which the Buyer might have. If shipping or progress of the work is delayed or interrupted by the Buyer, directly or indirectly, the Buyer shall pay the Seller for all additional charges resulting therefrom.

- (b) Allocation.** If the Seller determines that its ability to meet the demand for products, including the Products, or to obtain labour, materials, components or facilities is hindered, limited or made impracticable due to an Excusing Factor, the Seller may allocate its available supply of products (without obligation to acquire additional or other supplies of any such products), including the Products, among itself and its purchasers on such basis as the Seller determines to be equitable without liability for any failure of performance which may result therefrom

10. * LIMITED WARRANTIES:

(a) Scope and Period.

(1) Products.

(A) The Seller warrants that the Products shall be delivered:

(i) in the case of a Buyer which is a Business Customer, to the Seller's carrier; or

(ii) in the case of a Buyer which is a Consumer, to the Buyer's Destination Address (or earlier place where physical possession is taken by the Consumer or its agent),

(in each case) free from defects in material and workmanship. This warranty shall expire twelve (12) months from the date of such delivery under subsection 8(b) 'Delivery'.

(B) The Seller further warrants that the Products shall be delivered:

(i) in the case of a Buyer which is a Business Customer, to the Seller's carrier free from defects in title; or

(ii) in the case of a Buyer which is a Consumer, to the Buyer's Destination Address (or earlier place where physical possession is taken by the Consumer or its agent) free from defects in title.

To the extent such limitation is permitted by law, this warranty shall expire twelve (12) months from the date of such delivery under subsection 8(b) 'Delivery'.

(2) Repaired and/or Replaced Products and/or Parts of Products.

(A) The Seller warrants that the repaired or replaced Products or parts of Products shall be delivered to:

(i) in the case of a Buyer which is a Business Customer, to the Seller's carrier; or

(ii) in the case of a Buyer which is a Consumer, to the Buyer's Destination Address (or earlier place where physical possession is taken by the Consumer or its agent),

free from defects in material and workmanship. In the case of repaired or replaced Products or parts of Products comprising warranty remedies for Products, this warranty shall expire upon expiration of the warranty period applicable to the Products originally supplied by the Seller. In the case of other repaired or replaced Products or parts of Products, this warranty shall expire twelve (12) months from the date of repair of the Products or parts of the Products.

(B) The Seller further warrants that the repaired or replaced Products or parts of Products shall be delivered free from defects in title. In the case of repaired or replaced Products or parts of Products comprising warranty remedies for Products, this warranty shall (to the extent such limitation is permitted by law) expire upon expiration of the warranty period applicable to the Products originally supplied by the Seller. In the case of other repaired or replaced Products or parts of Products, this warranty shall (to the extent such limitation is permitted by law) expire twelve (12) months from the date of repair of the Products or parts of the Products.

(3) Software. The Seller warrants that the Software shall execute, at time of delivery to the Seller's carrier, in accordance with the specification agreed upon in a written and signed agreement by the Buyer (as licensee) and the Seller (as licensor) when properly installed in the Products. Firmware embedded in the Products will, at time of such delivery, execute the Seller's programming instructions. The warranty shall expire six (6) months from date of manufacture of the relevant Product in which the Software is loaded.

(4) Applicability. The warranties in this Section 10 shall apply to any Products and, if applicable, Software bought, acquired, and/or used by an entity that, or person who, acquires the Products and (if applicable) Software from the Buyer (a "Transferee"), except that such Transferee shall acquire no rights against the Seller (under the Contract or otherwise) and any claim made against the Seller pursuant to this warranty shall be limited to a claim by the Buyer only for breach of the Contract. Seller shall not be bound by this Section to satisfy a claim under this Section made against the Seller by a Transferee, whether such Transferee is a direct or indirect Transferee of the Buyer. The Buyer shall provide any Transferee of a Product and, if applicable, Software written conspicuous notice of this section and Section 11 'LIMITATIONS OF REMEDY AND LIABILITY' hereof.

(5) Exceptions. The duration of the warranty of certain Products may differ from the warranty duration set forth in subsection 10(a)(1) 'Scope and Period – Products.' The Buyer must consult the Site or Seller directly to confirm the applicable warranty period.

(b) Remedies.

- (1) Products.** If, prior to expiration of the warranty period set forth in subsection 10(a)(1) 'Scope and Period - Products' above, any Products shall be proved to the Seller's satisfaction to be defective or non-conforming with the warranty set forth therein, the Seller will, at its sole discretion, repair or replace such defective Products or components thereof, CPT (Incoterms® 2020), or will refund or provide the Buyer with a credit in the amount of the purchase price paid therefor by the Buyer, at Seller's sole option. The Buyer's exclusive remedy and the Seller's sole obligation under this warranty shall be limited to such repair or replacement, CPT (Incoterms® 2020), or refund or credit by the Seller, and shall be conditioned upon the Seller receiving written notice of any defect and/or non-conformance within a reasonable period of time, but in no event more than thirty (30) days after it was discovered or by reasonable care should have been discovered. All claims not made in writing and received by the Seller within such thirty (30) day period shall be deemed waived. In no event shall the Seller's liability for such defective or nonconforming Products exceed the purchase price paid by the Buyer for such Products. With prior approval from the Seller, the Buyer shall return the alleged defective Product or part, freight prepaid, for the Seller's inspection, and no other Products shall be returned to any Seller office, factory, warehouse, authorized service centre or other facility, without the Seller's written consent. Where the Seller elects to repair or replace Defective Products or components thereof, the provisions of Section 8 'DELIVERY; TITLE TRANSFER; RISK OF LOSS/DAMAGE' shall apply except that references to the Buyer's Order are deemed to apply to the replaced or repaired Products or components in question with the Destination Address being the same as was used for the original Order, unless otherwise agreed in writing between the Seller and the Buyer.
- (2) Repaired and/or Replacement Products and/or Parts of Products.** If prior to the expiration of the applicable warranty period set forth in subsection 10(a)(2) 'Scope and Period – Repaired and/or Replaced Products and/or Parts of Products' above, any replacement Products and/or parts of Products shall be proved to the Seller's satisfaction to be defective or nonconforming with the warranty set forth therein, the remedy set forth in subsection 10(b)(1) 'Remedies – Products' above shall apply to such replacement Products and/or parts of Products.
- (3) Software.** If, prior to expiration of the warranty period set forth in subsection 10(a)(3) 'Scope and Period – Software' above, (i) the Buyer provides, in writing, a complete description of the claimed non-conformance in the Software, and (ii) the Software is proven to the Seller's satisfaction to be so nonconforming with the warranty set forth therein, the Seller will correct the non-conformance by, at its option: (i) modifying or making available to the Buyer instructions for modifying the program causing such non-conformance, or (ii) making available a corrected or replacement program CPT (Incoterms® 2020).

(c) Exclusions - The warranties set forth in this Section do not cover:

- (1)** shipping expenses to and from the Seller's office, factory, warehouse, authorized service centre or other destination designated by Seller for repair or replacement of defective Products or any tax, duty, custom, inspection or testing fee, or any other charge of any nature related thereto;

- (2) costs of removing defective Products from, and/or disassembling, equipment in which Products are assembled or reinstalling Products and/or reassembling such equipment, or testing repaired or replaced Products and/or the equipment;
- (3) field service travel and living costs and expenses;
- (4) Products subjected to abuse, neglect, negligence, misuse, misapplication, accident, damages by circumstances beyond the Seller's control, improper installation (if by anyone other than the Seller), improper operation (including, but not limited to, operation in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements) improper maintenance, improper storage, and/or any other than normal use or service;
- (5) Products maintained, serviced, repaired or altered by anyone other than the Seller or the Seller's authorized service agencies;
- (6) Products and/or parts not manufactured by the Seller; for Products furnished by the Seller, but manufactured by others, the Seller will assign to the Buyer the written warranty, if any, of the manufacturer, if assignment is reasonably practicable; however, the Seller does not adopt or guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. In no event shall the Seller have any liability for Products and/or parts not manufactured by the Seller;
- (7) any technical advice furnished by the Seller without charge to the Buyer with respect to use of the Products; all such technical advice, or results obtained, is given and accepted at the Buyer's sole risk; and/or
- (8) failures of the Software to be interruption-free or error-free or to meet the Buyer's or any other party's requirements; and, problems caused by use of the Software in conjunction with third-party software, hardware, or products.

* **Disclaimer:** The Seller does not exclude any warranties in favour of a Consumer that the Seller cannot exclude under applicable law, including that the Products will be of satisfactory quality, provided within a reasonable timescale and match their description. Subject to the foregoing, the warranties described in this Section 10 are, to the fullest extent permitted by law, in lieu of all other express and implied warranties, arising by operation of law or otherwise (including, without limitation, the implied warranties of merchantability and fitness for a particular purpose, whether or not the purpose or use has been disclosed to the Seller in specifications, drawings, or otherwise and whether or not the Seller's Products are specifically designed and/or manufactured by the Seller for the Buyer's use or purpose) and accordingly, no such other express or implied warranties shall apply to or form part of the Contract. No employee, representative, or agent of the Seller other than an officer of the Seller is authorized to alter or modify any provision of this Section or to make any guarantee, warranty, or representation, express or implied, orally or in writing, which is contrary to the foregoing. Except where the Buyer and the Seller agree in a written and signed agreement upon the specifications applicable to the Products and, if applicable, Software, any description of the Products and, if applicable, Software, whether on the Site, otherwise in writing or made orally by the Seller or the Seller's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with the Buyer's Order are for the sole purpose of identifying the Products and shall not be construed as an express or implied warranty. Any suggestions by the Seller or the Seller's agents

regarding use, application or suitability of the Products shall not be construed as an express or implied warranty unless confirmed to be such in writing by the Seller's authorized officer. In the event an authorized officer of the Seller sets forth any express or implied warranties in writing and (1) the actual operating conditions or other conditions or use differ from those represented by the Buyer to the Seller or (2) the Seller has relied upon any data or information supplied by the Buyer to the Seller in the selection or design of Products and such data or information is inaccurate, any such warranties contained therein which are affected by such conditions shall be null and void.

11. * LIMITATIONS OF REMEDY AND LIABILITY:

- (a) **Breach of Warranty Claims.** The Buyer's only remedy for breach of any warranty under the Contract, other than the warranty provided under Section 13 'INTELLECTUAL PROPERTY INDEMNITY' shall be the applicable remedy set forth in Section 10 'LIMITED WARRANTIES' above. The Seller's total liability for any and all breach of warranty claims under the Contract shall not exceed the purchase price allocable to the Product or Software or part thereof which gives rise to the claim.
- (b) **Other Claims.** We do not exclude any warranties in favour of a Consumer that we cannot exclude under applicable law, including that the Products will be of satisfactory quality, provided within a reasonable timescale and match their description. Subject to the foregoing, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

The Seller's liability for any claim (other than a breach of warranty claim under Section 10 'LIMITED WARRANTIES') whether in contract, negligence, tort, strict liability, indemnity, misrepresentation or otherwise for any loss or damage, even if it is foreseeable, arising out of, connected with, or resulting from (i) the Contract or the performance or breach thereof; (ii) the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any Products covered by or furnished under the Contract, shall in no case (except as provided in Section 13 'INTELLECTUAL PROPERTY INDEMNITY' and except to the extent of exclusions and limitations of liability that are prohibited by applicable law) exceed the purchase price allocable to the Products or part thereof giving rise to the claim. The Buyer agrees that this is a reasonable limitation on the Seller's liability due to the nature of the Products.

- (c) **Consequential Damage Disclaimer.** Subject to Section 11(g) 'Exceptions', the Seller shall not be liable for and disclaims all: (A) indirect, consequential, incidental, contingent, special or punitive damages whatsoever and regardless of whether the Seller knew or had reason to know of the possibility of the loss or damage in question; (B) loss of profits or revenues, goodwill, business opportunity or anticipated savings; (C) loss of data, loss of use of the Products, Software or any related equipment or systems, cost of capital, cost of substitute products, cost of facilities, business interruption, downtime, shutdown, or slowdown costs; (D) reputational damages or (E) any other types of economic loss, penalties, special or punitive damages, and claims of the Buyer's customers for any such damages; and in the case of sub-categories (B) to (E), such exclusion and disclaimer applies regardless of whether such losses are direct or indirect.
- (d) **Expiration of Claims.** Save to the extent such restriction is prohibited by law, all claims against the Seller arising out of or related to the Contract or the performance or breach thereof shall expire unless made and presented to the Seller in writing by the Buyer before expiration of the applicable warranty period.

- (e) **Notice of default.** Subject always to the time limits for warranty claims set out in Section 10 'LIMITED WARRANTIES', the Seller's liability because of a failure to perform the Contract shall in all cases only arise if the Buyer immediately and properly provides a written notice of default to the Seller, with a reasonable time period for remedying the failure being given and the Seller still failing to perform its obligations after that period as well. The notice of default must contain a description of the breach which is as complete and specific as possible, so that the Seller can respond adequately.
- (f) **Precedence.** The limitations of this Section shall apply regardless of whether a claim is based in contract, tort (including negligence), warranty, strict liability, intellectual property, or otherwise, and shall take precedence over any conflicting terms and conditions, except where the limitations of liability of such conflicting terms limit the Seller's liability further.
- (g) **Exception.** Nothing in the Contract limits any liability which cannot be limited by law. The limitations and exclusions set forth in this Section 11 or elsewhere in these E-Commerce Terms and Conditions shall not (i) save to the extent permitted by law, apply to limit liability arising in connection with death or personal injury resulting from a party's negligence (ii) apply to limit liability caused by that party's fraud or fraudulent misrepresentation or (iii) any other liability the exclusion or limitation of which is not permitted by English law.

12. INDEMNITY BY BUYER FOR THIRD PARTY WARRANTY CLAIMS:

If the Buyer supplies any of the Products to a third party, uses Products at a facility owned by a third party, and/or transfers Products and, if applicable, Software to a third party, the Buyer shall (except to the extent such requirement is prohibited by law) indemnify (and pay to the Seller an amount equal to the losses, costs and expenses incurred by it) and defend the Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in Sections 10 'LIMITED WARRANTIES' (including Section 10(a)(4) 'Applicability') and Section 11 'LIMITATIONS OF REMEDY AND LIABILITIES'. For the purposes of this subsection, the "Seller" means the Seller, its affiliates, suppliers, contractors, licensors and their employees.

13. INTELLECTUAL PROPERTY INDEMNITY:

The Seller warrants that, to the best of its knowledge, Products and, if applicable, Software furnished hereunder, and any part thereof, (each a "Delivered Item") shall be delivered free of any rightful claim of any third party not affiliated with the Buyer for infringement of any patent granted in the U.S., UK or E.U., any trademark registered in the U.S. Patent and Trademark Office or any equivalent office in the UK or E.U. and/or any copyright registered in the U.S. Copyright Office ("Registered IP Rights"). The Seller will, at its own expense, defend or settle any suits that may be instituted against the Buyer for alleged infringement by the Delivered Item of any Registered IP Rights provided that: (a) such alleged infringement consists of the use of the Delivered Item for (i) any of the purposes for which the Buyer informed the Seller such Delivered Items would be used, or (ii) if the Buyer did not so inform the Seller, any of the purposes for which the Seller reasonably believed such Delivered Items would be used; (b) the Buyer shall have made all payments for such Delivered Items then due hereunder; (c) the Buyer shall give the Seller immediate notice in writing of any such suit and transmit to the Seller, immediately upon receipt, all processes and papers served upon the Buyer; (d) the Buyer does not take any position adverse to the Seller in connection with such claim; and (e) the Buyer shall permit the Seller through the Seller's counsel, either in the name of the Buyer or in the name of the Seller, to defend such suit(s) and give all needed information, assistance and authority to enable the Seller to do so. As a separate and independent obligation, the Buyer shall provide all such information (including documentation) and reasonable assistance as the Seller may request at any time(s) in connection with any such actual or threatened suit.

In case of a final award of damages in any such suit, the Seller will pay such award but will not be responsible for any compromise or settlement made without its written consent. In case the Delivered Item itself is in such suit held to infringe any Registered IP Rights, and its use is enjoined, or in the event of a settlement or compromise approved by the Seller which shall preclude future use of the Delivered Item, the Seller shall, at its own expense and at its sole option, either: (a) procure rights to continue using such Delivered Item; (b) modify the Delivered Item to render it non-infringing; (c) replace the Delivered Item with a non-infringing Product and, if applicable, Software; or (d) refund the purchase price paid by the Buyer for the Delivered Item after return of the Delivered Item to the Seller (less reasonable depreciation for any period of use). Notwithstanding the foregoing, the Seller shall not be held responsible for claims of infringement of any Registered IP Rights covering the use of the Delivered Item in combination with other goods or materials not furnished by the Seller.

The foregoing states the entire liability of the Seller for intellectual property infringement, and in no event shall the Seller be liable for consequential (including loss of profits or revenues) or incidental damages attributable to an intellectual property infringement beyond that. The Buyer, at its own expense, shall defend the Seller against, and/or settle, any claim against the Seller of contributory infringement resulting from the resale by the Buyer of a Delivered Item sold hereunder or use of a Delivered Item in a manner other than as described in this Section. The Buyer shall indemnify the Seller for any award against the Seller or settlement by the Seller regarding any such claims and attorneys' fees and defence costs incurred in defence of such claims.

14. OWNERSHIP OF INTELLECTUAL PROPERTY:

The Seller shall own all Intellectual Property Rights subsisting in or arising in connection with all software, content, drawings, know-how, designs, specifications, inventions, devices, developments, processes, applications and any other materials, made available to the Buyer in connection with the Contract (whether or not directly disclosed or otherwise provided to the Buyer by the Seller) (collectively, "Seller Intellectual Property"). All Seller Intellectual Property will remain the property of the Seller or its licensors (as applicable) and will vest in and inure to the Seller's sole benefit and will be kept confidential by the Buyer in accordance with these E-Commerce Terms and Conditions. The Buyer shall have no claim to, nor ownership interest in, any Seller Intellectual Property and any such Seller Intellectual Property, in whatever form and any copies thereof (including but not limited to product samples), shall be promptly returned to the Seller or destroyed upon written request from the Seller. The Buyer acknowledges that no license or rights of any sort are granted to the Buyer hereunder in respect of any Seller Intellectual Property other than (a) as set forth in Section 15 'SOFTWARE LICENSE' below and (b) the limited right to use the Seller's proprietary Products purchased from Seller. Unless specifically provided for and itemised for payment as agreed to by the Seller, the sale of Products by the Seller to the Buyer does not include delivery of any design, development or related services associated with Seller Intellectual Property. The Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished with the Products or displayed on the Site.

15. SOFTWARE LICENSE:

The provisions set forth in this Section shall apply to all Software provided by the Seller.

- (a) License Grant.** Notwithstanding any other provision herein to the contrary, the Seller shall retain all rights of ownership and title in its respective Software and firmware, including all worldwide Intellectual Property Rights. The Seller grants the Buyer a limited, non-exclusive, non-sublicensable, non-transferable (except as defined in subsection 15(b) 'Scope of License'), royalty-free, revocable, limited license to use the Software and firmware in the U.S., UK or E.U. solely for its own internal business purposes and solely in conjunction with (a) the operation of the Products purchased

and sold under the Contract and/or other product meeting Seller's specifications; and (b) any other purpose agreed upon in a written and signed agreement between the Buyer and the Seller. The Buyer shall only have those rights to Software and firmware explicitly granted herein, and any and all other rights are retained by the Seller or its licensors (as described in subsection 15(c) 'Third Party Software').

- (b) **Scope of License.** Except as set forth in subsection 15(c) 'Third Party Software' below, all Software and firmware shall be governed by these E-Commerce Terms and Conditions. Upon the Seller's prior written approval, the Buyer may make a reasonable number of copies of Software as necessary for backup, configuration, installation, and restoration of the Products. Also upon the Seller's prior written approval, the Buyer may authorize a third-party contractor or service provider to exercise the rights set forth in the preceding sentence solely on the Buyer's behalf and for the Buyer's benefit. The Buyer may transfer possession of Software and its media and firmware to another party only in conjunction with the transfer of the Products on which the Software and firmware is loaded and only upon agreement of the other party to the terms and conditions of the Contract. Upon such transfer, the Buyer shall destroy all Buyer's copies of Software and firmware and related documentation and ensure that any third-party contractor or service provider does the same. All licenses and grants pursuant to the Contract shall immediately terminate once Buyer no longer rightfully owns or possesses the Products. Upon the Seller's request, the Buyer shall provide the Seller with written notice of any such transfer providing the name, address, and contact information of the subsequent buyer within fifteen (15) days of such transfer.
- (c) **Third-Party Software.** Seller's Software and firmware may include certain third-party software that is integrated or embedded therein or provided with the Software and firmware ("Third-Party Software"). Third-Party Software is included in the term "Software" for purposes of this Contract. Notwithstanding any other provision herein to the contrary, each respective third-party licensor shall retain all rights of ownership and title in its Third-Party Software, including all worldwide intellectual property and proprietary rights. The Buyer's use of Third-Party Software and firmware shall be governed by these E-Commerce Terms and Conditions and the respective third-party licensor's license terms.
- (d) **Use Restrictions.** The Buyer shall not (a) copy, display, transfer, adapt, modify, or distribute in any form the Software and firmware except as set forth in the Contract or in Seller documentation provided by the Seller to the Buyer with the Software and firmware; (b) reverse engineer, disassemble, decompile, or otherwise translate the Software or firmware's object code, unless expressly permitted by applicable law without the possibility of contractual waiver; or (c) sublicense or lease the Software and firmware or any copy thereof except with the transfer of the Products on which the Software and firmware is loaded. Except as provided under the terms of the Seller's standard escrow agreement between the Seller and the Buyer, if applicable, the Buyer shall not make available to any party, without prior written consent from the Seller or its authorized agent, source code for the Software and firmware. The Buyer shall not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Products, or any technical information about the Products, to any country for which applicable law, requires an export license or other government approval, unless the Buyer obtains the appropriate export license and obtains written approval from the Seller.

16. DATA SECURITY:

The Seller only uses the Buyer's personal information in accordance with its Privacy Policy. <https://www.regalbeloit.com/Privacy>. Please take the time to read the Privacy Policy, as it contains important terms which are incorporated by references into these E-Commerce Terms

and Conditions. All information provided by the Buyer will be treated securely and strictly in accordance with the Data Protection Act 2018; the Buyer's data protection rights are also set out in the Privacy Policy.

17. CONFIDENTIAL INFORMATION:

All information furnished or made available by the Seller to the Buyer in connection with the subject matter of the Contract shall be held in confidence by the Buyer. The Buyer may not use such information or disclose such information to others without the Seller's prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was, or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Buyer of any obligation herein, (b) the Buyer can show by written records was in the Buyer's possession prior to disclosure by the Seller, (c) is legally made available to the Buyer by or through a third party having no direct or indirect confidentiality obligation to the Seller with respect to such information, or (d) is required to be disclosed by the Buyer in the course of any legal proceedings or by any governmental or other authority or regulatory body.

18. SECURITY AGREEMENT AND FINANCING STATEMENTS:

As security for payment of the purchase price under the Contract, the Buyer hereby agrees (upon demand of the Seller) to irrevocably grant the Seller a charge (or other security interest notified by the Seller) in the Products purchased by the Buyer, together with all accessories, attachments and replacement parts and all substitutions, replacements and proceeds thereof to secure payment of the purchase price and of all monies which may be due under the Contract. The Buyer hereby undertakes to execute all such documents and take all such other steps as the Seller requires at any time to create and perfect a valid and enforceable security interest. For such purposes, the Buyer hereby authorizes the Seller to file all financing statements, any amendments and continuations thereof, or any other documents necessary or reasonably required, for the perfection and protection of a security interest under applicable law, and to deliver notice to prior holders of security interests, of the Seller's security interest in the Products to protect its interest.

19. INSURANCE:

From the point of delivery to the Seller's carrier until payment in full of the purchase price, the Buyer shall maintain insurance covering all Products sold by the Seller to the Buyer (including the risk of loss or damage to the Products in the course of transit from such point). Upon the Seller's request, furnish evidence of such insurance satisfactory to the Seller.

*** CONSUMERS ONLY:** The Buyer shall not be responsible for maintaining insurance covering all Products sold by the Seller to the Buyer (including the risk of loss or damage to the Products in the course of transit) until the earlier of (i) delivery of the Products to the Buyer or (ii) the date on which the Buyer or its agent takes physical possession of the Products. The insurable interest in relation to the Products shall remain with the Seller until such time.

20. INDEPENDENT CONTRACTORS:

The Seller and the Buyer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to, or obligation of the Buyer towards, a third party shall in any way bind the Seller.

21. ASSIGNMENT AND SUBCONTRACTING:

The Buyer shall not assign all or any of its rights or delegate all or any of its duties hereunder, or any interest therein, to any other person, whether by operation of law or otherwise, without the Seller's prior written approval. The Seller may, without the necessity of obtaining the

Buyer's prior written consent, assign the Contract or all or any of its rights thereunder or subcontract the production of all or any portion of the Products.

22. HIGH-RISK APPLICATION USE DISCLAIMER:

Products sold by the Seller are not intended for use in connection with any nuclear facility or activity, critical safety system, medical device, military device, satellite, aviation equipment, air traffic control equipment, or other high-risk applications (collectively, "High Risk Applications"). The Buyer shall not use or permit others to use Products for such High Risk Applications without the Seller's prior written consent. If so used without the Seller's prior written consent, the Seller disclaims all liability for any damage, injury or contamination, and the Buyer shall indemnify and hold the Seller (for itself and as trustee for its officers, agents, employees, successors, assigns and customers) harmless from and against any and all such liability. The Seller's consent, if any, will be conditioned upon additional terms and conditions acceptable to the Seller.

23. GOVERNING LAW; VENUE:

- (a) **Governing Law.** These E-Commerce Terms and Conditions, the Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be exclusively governed by and construed in accordance with the laws of Netherlands. The rights and obligations of the Seller and the Buyer shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.
- (b) **Venue.** The Seller and the Buyer irrevocably agree, for the sole benefit of the Seller and subject to subsection 23(c) below, that the courts of Netherlands shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with the Contract or its formation (including non-contractual disputes or claims), whether on the basis of breach of contract, tort or otherwise.
- (c) Nothing in subsection 23(b) 'Venue' above shall limit the right of the Seller to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking by the Seller of proceedings in any one or more jurisdiction preclude the Seller from taking proceedings in any other jurisdiction (s) (whether concurrently or not), to the extent permitted by the law of such other jurisdiction.

24. LAWS:

- (a) **New or Changed Laws.** If the Seller's obligations under the Contract will be increased by reason of the making of an amendment occurring after the date of the Buyer's Order but before the Acceptance Confirmation, of any law or any order, regulation or by-law having the force of law that will affect the performance of the Seller's obligations under the Contract, the Contract price and delivery period will be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate, as notified by the Seller.
- (b) **Sanctions, Export and Import Control Laws.** The Buyer shall comply, in the receipt and use of the Products and, if applicable, Software, with all applicable sanctions, export and import control laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those administered or enforced by the United States, the Netherlands, the European Union or the jurisdictions in which the Seller and the Buyer are established or from which Products, Software and/or related items are provided or supplied, or the respective governmental institutions and agencies of any of the foregoing, or any other applicable sanctions, export or import control authority including, without limitation, the U.S. Treasury Department Office of Foreign Assets Control, U.S. Commerce

Department Bureau of Industry and Security, U.S. State Department, UN Security Council, European Union or the Office of Financial Sanctions Implementation, part of HM Treasury (each a “**Sanctions, Export and Import Control Authority**”) (collectively, “**Sanctions, Export and Import Control Laws**”) and the requirements of any licenses, authorisations, general licenses, approvals or license exceptions relating thereto (collectively, “**Licenses**”). The Buyer shall not transfer, release, import, or export Products and/or Software in any manner which would result in a violation by any person of Sanctions, Export and Import Control Laws or the requirements of any Licenses related thereto or other legal requirements, or expose any person to the risk of the imposition of any adverse consequences, punitive measures, or any restriction or penalty pursuant to Sanctions, Export or Import Control Laws. The Buyer shall provide a completed end-user certification in a form satisfactory to the Seller upon the Seller’s request.

The Buyer agrees that all Sanctions, Export and Import Control Laws and the requirements of any Licenses relating thereto will apply to its receipt and use of Products, Software and related items.

If the Seller or the Seller affiliate should fail to receive any necessary or advisable Licenses, even arising from inaction by any relevant Sanctions, Export and Import Control Authority, or if any such Licenses are denied or revoked, or if there is a change in any Sanctions, Export and Import Control Laws that would prohibit the Seller or the Seller affiliate from fulfilling the Contract, or would in the Seller’s reasonable judgment expose the Seller or the Seller affiliate to a risk of liability or imposition of punitive measures, any restriction or penalty under Sanctions, Export and Import Control Laws if it fulfilled the Contract, the Seller and the Seller affiliate will be relieved without penalty or other liability from all obligations under the Contract. In addition, the Seller has in place policies not to distribute its products for use in certain countries or territories based on applicable Sanctions, Export and Import Control Laws (together the “Sanctioned Countries” and each a “Sanctioned Country”). This Contract has been entered into on the basis that, and the Buyer shall ensure that, the Products are not sold, will not be re-sold, made available or in any way used in any Sanctioned Country. The Seller reserves the right to refuse support of any Products, Software and/or related items that are in breach of this Section. Any failure by the Buyer to comply with this subsection 26(b), Sanctions, Export and Import Control Laws and all other applicable laws pertaining to the distribution, sales, promotion and marketing of Products, Software and related items will constitute a default giving the Seller the right to immediate termination of this Contract and/or the right to elect not to recognize the warranties associated with the Products, Software or related items. The Buyer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of this subsection 26(b), Sanctions, Export and Import Control laws, and all other applicable laws pertaining to the distribution, sale, promotion and marketing of Products, Software and related items and will defend, indemnify and hold the Seller harmless from and against any and all fines, damages, levies, costs and judgments which the Seller may be required to pay. The Buyer represents, warrants and undertakes that it (i) is not a party listed as a specially designated terrorist, specially designated national, sectoral sanctions identifications list entity and/or blocked person or party which otherwise appears on any list maintained by a Sanctions, Export and Import Control Authority; (ii) is not located, organized, resident or doing business in a Sanctioned Country; (iii) is not otherwise targeted by Sanctions, Export and Import Control Laws; and (iv) is not directly or indirectly, individually or in the aggregate, owned 50% or more or controlled by, or acting at the direction or on behalf of any party in (i) to (iii) above.

- (c) **Compliance with Anti-Bribery Laws.** The Buyer represents, warrants and undertakes that it, its owners, shareholders, directors, officers or employees have not and shall not, directly or through any agent, representative or other intermediary,

pay, give, promise to give or offer to give anything of value to any person (including, but not limited to, a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities) for the purposes of inducing such person(s) to use their influence to assist the Seller in obtaining or retaining business or to secure any advantage or to benefit the Seller or any other person in any way, and will not otherwise breach any applicable anti-bribery legislation, including but not limited to the Foreign Corrupt Practices Act of the United States, the Bribery Act of the United Kingdom and the Prevention of Corruption Act of India, each as amended from time to time. Any breach of this obligation shall constitute a material breach of the Contract. Any breach of this Section shall be grounds for immediate termination of the Contract and, if notice of termination is given, this shall be with immediate effect (unless otherwise stated in the termination notice) and without liability on the Seller's part. The Buyer shall indemnify and hold harmless the Seller (for itself and as trustee for its affiliates) from any claim, damages, liabilities, costs, fees and expenses incurred by the Seller or its affiliates as a result of the Buyer's breach.

25. WAIVER:

No waiver by the Seller of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Seller. No failure to exercise, or delay in exercising, by the Seller any right, remedy, power or privilege arising from these E-Commerce Terms and Conditions shall operate or be construed as a waiver thereof; nor shall any single or partial exercise by the Seller of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the Seller and the Buyer relating to the subject matter thereof, and supersedes and extinguishes all prior agreements, correspondence, discussions and understandings of the Seller and the Buyer (whether oral or written) relating to its subject matter. The Seller agrees that the Buyer shall have no remedies in respect of any statement, representation, assurance or warranty (whether innocent or negligent) that is not set out in writing in the Contract and that the Seller shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

27. NOTICES

Notices given under these E-Commerce Terms and Conditions shall be made in writing. The Seller and the Buyer agree that valid, enforceable and binding obligations may result from electronic means of communication, such as the formation of a Contract on the issuance by the Seller of an Acceptance Confirmation. Any electronic communication (including emails) between the Seller and the Buyer shall be considered to be a "writing" and/or "in writing". The Seller reserves the right to send any communications (including any Order Receipt Acknowledgement and/or Acceptance Confirmation) in such other manner as it sees fit to any address indicated by the Buyer in the Order or provided by the Buyer for the purposes of registering as an Existing Customer or for an online e-commerce account in its name.

28. ATTORNEYS' FEES:

The Buyer agrees to pay all of the Seller's costs and expenses of collection of unpaid amounts which have fallen due and related litigation, including but not limited to attorneys' fees and costs (and including any taxes, duties or similar charges in respect of such costs or expenses, save where such taxes, duties or charges are recoverable by the Seller from a tax authority).

29. SEVERANCE :

The invalidity, illegality, voidness, voidability, unenforceability or unreasonableness (whether, in any such case, in whole or in part) of any of the provisions of these E-Commerce Terms and Conditions shall not affect the validity, legality or enforceability or reasonableness of any of the other provisions thereof. Any provision of the Contract which is held by any competent court or authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall, to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.

30. APPLICABILITY:

These E-Commerce Terms and Conditions as stated herein are applicable as of the date of publication and until such time as changed by the Seller.

31. THIRD PARTY RIGHTS

Except for the persons falling within the special definition of Seller used in Section 12 'INDEMNITY BY BUYER FOR THIRD PARTY WARRANTY CLAIMS', a person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. For the avoidance of doubt, any amendment or waiver shall be effective if given in writing by the Seller and the Buyer only.

32. HEADINGS:

The headings contained in these E-Commerce Terms and Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.