

# General Terms and Conditions of Sale (GTCS) 2023-01 of di-soric Industrial Automation (Suzhou) Co., Ltd., China

## 1 General

These general terms and conditions of sale (this GTCS) shall apply to the sale and purchase of any goods (the Goods) between di-soric as the Seller and any party as the Buyer, and shall automatically form part of and prevail over any inconsistent terms and conditions in the contract for the sale and purchase of the Goods. Where di-soric has not signed any framework agreement with the same Buyer, this GTCS and the order confirmation, which together may be referred to as the Contract, shall constitute the entire agreement between the Seller and the Buyer with regard to the sale and purchase of the Goods and shall supersede all prior or contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. This Contract cannot be assigned with the prior written consent of the other party, provided that di-soric may assign this Contract or any of its rights and/or obligations hereunder to any of its related parties.

## 2 Offer and Acceptance

All product catalogues, promotional materials, quotations, sales information and any other information provided by di-soric, whether generally to the public or specifically to the Buyer, shall be treated as an invitation to treat and not an offer, unless di-soric specifically and expressly says in the information that it is an offer. No quotations, orders, order confirmations or contracts for the sale and purchase of the Goods may be effective unless they are made in writing. No orders placed by the Buyer may become effective unless and until they are acknowledged and accepted by di-soric in writing. All orders are accepted by di-soric on the condition that this GTCS applies and applies to the exclusion of any other terms and conditions the Buyer may attach or purport to apply under any order, order confirmation or the like. No orders accepted by di-soric may be cancelled or modified without di-soric's prior written approval. For all cancelled or modified orders, the Buyer shall indemnify di-soric for all direct, indirect and consequential losses, damages, costs and expenses di-soric may suffer as a result of such cancellation or modification.

## 3 Delivery

Delivery shall be made in accordance with the delivery terms specified in the order confirmation. Partial delivery shall be allowed. The Seller shall not be liable for any delay in delivery if the causes of such delay include a factor beyond the reasonable control of the Seller. Delivery of the Goods shall be deemed to have completed: (a) where di-soric is responsible for delivering the Goods to a place, at the time the Goods are unloaded from the vehicle of di-soric or any third party carrier; or (b) where the Buyer is responsible for picking up the Goods at di-soric's premises, at the time di-soric makes the Goods available at its premises. INCOTERMS 2020 may be used for the purposes of this clause if different delivery terms have been agreed to in the order confirmation.

## 4 Prices

Unless otherwise clearly stated in the order confirmation, all prices applicable shall be the prices as listed in the most current quotations issued by di-soric, which shall be Ex Works prices based on di-soric standard packaging and exclusive of any value added taxes (VAT). di-soric shall be entitled to invoice additional costs or higher prices if the aforesaid pricing terms vary. All prices listed in a currency other than Renminbi (RMB or CNY) in the quotation or the order confirmation are based on the currency exchange rates valid on the date of issuance of such quotation or order confirmation, and di-soric reserves the right to amend the prices for any significant change in the currency exchange rates. For clarity, the Buyer shall not have the right to renegotiate any price or ask for a price adjustment based on currency exchange. Where an order is placed for a date of delivery exceeding 30 days after the date of order, or any change in the date of delivery, quantity or specifications for the Goods is requested by the Buyer, di-soric reserves the right, by giving advance written notice to the Buyer at any time before the delivery, to increase the price of the Goods to reflect any increase in costs to di-soric which is due to any factor beyond the reasonable control of di-soric (such as, without limitation, significant increase in the costs of labour, raw materials or other costs of or relating to the manufacture, sale, export, import and transportation of the Goods, or in applicable taxes and duties).

## 5 Payment

Unless otherwise agreed, payment of the price for the Goods is due in RMB and shall be due and payable not later than thirty (30) days from the date of delivery. Time for payment is of the essence of the Contract. If payment is not made by the due date, without prejudice to any other rights and remedies di-soric may have, di-soric shall have the right to treat it as a fundamental breach and terminate the Contract with a written notice. In such case, the Buyer further agrees hereby that di-soric shall have the right to cancel all orders previously confirmed and suspend any deliveries under the Contract or any other contract with the Buyer. Where the contract is/may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment, delivery or part shall be made hereunder as if the same constituted a separate contract. Should the Buyer fails to comply with the terms of payment timely, di-soric shall be entitled to charge interest on any amount outstanding from the due date until the actual date of payment at the rate of one per mille (1‰) per diem or the maximum interest rate allowed under the applicable law, without prejudice to any other rights and remedies di-soric may have. The Buyer shall not be entitled to withhold or delay any payment due and payable to di-soric or exercise any right of set-off in any circumstance.

## 6 Risk and Title

Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery, or if the Buyer fails to take delivery of the Goods timely, the time when the Seller has tendered delivery of the Goods; Title to or the property in the Goods shall not pass until di-soric has received payment in full of the price of the Goods. Until such time as title to or the property in the Goods passes to the Buyer, the Buyer shall, at its own cost, hold the Goods as di-soric's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as di-soric's property. The Buyer shall be entitled to resell or use the Goods in the ordinary course of business. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of di-soric, but if the Buyer does so all monies owing by the Buyer to di-soric shall (without prejudice to any other right or remedy of di-soric) forthwith become due and payable. Where the Goods are intended for resale by the Buyer, the Buyer shall not make any modifications to the Goods or their packaging or alter, remove or tamper with any marks, numbers or other means of identification on or in relation to the Goods, whether or not title to or the property in the Goods has passed to the Buyer.

## 7 Warranties and Limitation of Liability

di-soric warrants to the Buyer that for a period of twenty four (24) months from the date of delivery to the Buyer, the Goods shall be free from defects in workmanship and materials, and shall conform substantially to di-soric's descriptions or specifications for the Goods in effect at the time of the delivery. Except as set forth herein, there are no warranties, express, implied or otherwise, with respect to the goods. di-soric expressly excludes and disclaims any implied warranty of merchantability and any warranties of fitness for a particular purpose, application or use. Under no circumstances will di-soric be liable for lost profits, special, incidental, indirect, penal or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise, and di-soric's liability shall in no event exceed the purchase price of the goods on which such liability is based. Further, this contract is intended solely for the benefits of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person or entity other than the parties hereto, and no party may claim against the other party based on any claim by a third party. If a defect is found within the warranty period, the Buyer shall notify di-soric immediately and, upon examination and/or confirmation

by an authorized di-soric sales representative of the defect, di-soric's sole responsibility shall be to repair, replace or refund the defective item, at di-soric's sole discretion. di-soric's warranty does not apply to defects not caused by di-soric (for example, accidents or abuse while in the Buyer's possession). di-soric shall not have any liability of any kind under its warranty unless the Buyer gives di-soric written notice of its claim within thirty (30) days from the date the Buyer knows or ought to know of its claim. Further, di-soric shall not be liable for any breach of warranty if:

- the Buyer makes any further use of such Goods after giving such notice; or
- the defect arises because the Buyer failed to follow di-soric's instructions as to the storage, installation, use or maintenance of the Goods; or
- the Buyer alters or repairs such Goods without di-soric's prior written consent.

## 8 Inspection, Testing and Product Information

Unless the Buyer gives written notice to di-soric within fourteen (14) days from the date of arrival of the Goods at the Buyer's premises or the destination agreed by the parties as the case may be that the Goods are not in conformity with the Contract, the Buyer shall be deemed to have accepted the Goods and shall be bound to make payment thereof on the due date. If tests are required to the Buyer's own specifications, such tests shall be carried out by di-soric at di-soric's premises, and the Buyer may send a representative to be present for observation and inspection at its own cost. Such tests, once done, shall be final. Product descriptions, illustrations, estimates of performance, dimensions, weights and other information contained in the documentation relating to or on the Goods shall be regarded as being for guidance only and are not binding on di-soric in any way. di-soric's right to change designs at any time without notice is reserved. Claims of compliance with any relevant standards, whether printed in catalogues or marked on the Goods, shall be interpreted as type test compliance required by those relevant standards. Where any such details are materially important to the Buyer the Buyer shall request di-soric confirm them expressly in the order confirmation before placing an order.

## 9 IP Protection

Where the Goods require a di-soric software to operate and the Buyer has purchased such software from di-soric, subject to di-soric's general terms and conditions of licensing for such software and any of its updates, di-soric hereby grants the Buyer, further purchasers of such Goods from the Buyer and the end users of such Goods a personal, non-exclusive, non-transferable and paid-up license under such software and any of its updates for the sole purpose of distributing, reselling or using such Goods. Where an update to such software is provided to the Buyer, the Buyer shall ensure that such update immediately becomes known and available to such further purchasers and end users, if applicable. Except the limited license granted under the accompanying software hereunder, no right or license has been granted to the Buyer under any di-soric's patent, trademark, copyright, registered design, or any other intellectual property right in this GTCS. The Buyer hereby covenants that it will not challenge or do any act adverse to nor assist any third party in challenging or doing any act adverse to any di-soric trademark, patent or other intellectual property right in any manner at any time, and that it will report forthwith to di-soric any act adverse, challenge, or infringement to any di-soric intellectual property right once such act, challenge or infringement comes to the Buyer's knowledge. The Buyer, if also a party to a Distributor Agreement with di-soric, shall further perform all other obligations under such Distributor Agreement with regard to the protection of di-soric's intellectual property rights.

## 10 Termination

Where any of the following occurs, without prejudice to any other right or remedy available to di-soric, di-soric shall be entitled to terminate all the contracts with the Buyer, cancel all confirmed orders and/or suspend any further deliveries under such contracts without any liability to the Buyer; If any of the Goods have been delivered to the Buyer but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary:

- the Buyer makes any agreement or arrangement with its creditors, or if a bankruptcy or insolvency petition is filed, or if the Buyer enters into liquidation, whether compulsorily or voluntarily; or
- an encumbrancer takes possession, or a receiver is appointed over the whole or any part of the Buyer's assets or business; or
- an administrator has been appointed to manage its affairs, business and property, or if the Buyer takes or suffers any similar action in consequence of debt; or
- the Buyer ceases or threatens to cease to carry on business, suspends payments of its debts or is unable to pay its debts; or
- di-soric reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
- the Buyer is subject to any event analogous to either of those described above in any other jurisdiction in which the Buyer operates;

where any of the events set out in (a) to (f) shall be defined as an Act of Insolvency.

Without prejudice to its other rights or remedies, di-soric may by giving written notice to the Buyer elect to terminate all the contracts with the Buyer forthwith on the occurrence of any of the following events:

- the Buyer commits a material breach of the Contract or any other contract with di-soric, which breach cannot be cured or has not been cured within fourteen (14) days from the date of a written notice of breach from di-soric; (b) the Buyer commits or is subject to an Act of Insolvency as defined above; (c) any sum owing to di-soric from the Buyer on any account whatsoever is unpaid after the due date for payment; or (d) the Buyer refuses to take delivery of or to collect any of the Goods in accordance with the terms of the Contract or any other contract.

## 11 Force Majeure

di-soric shall be excused from delay or non-performance in the delivery of the Goods and Buyer shall have no claim for damage or liability if and to the extent such delay or failure is caused by any occurrence beyond the reasonable control of di-soric including, but not limited to, market conditions (such as shortage of supply of raw materials, energies, and transportation); Acts of God; wars, acts of terrorism, riots and civil disturbances; expropriation or confiscation of facilities by any government; compliance with any order or request of governmental authority; pandemics, epidemics or lockdowns, strikes, labor or employment difficulties whether direct or indirect, or any cause whatsoever which is not within the reasonable control of di-soric. di-soric shall immediately notify the Buyer of the existence of any such force majeure condition and the anticipated extent of the delay or non-delivery. di-soric shall, in such event, have the right to allocate available di-soric products among its customers in its sole discretion, and to terminate the Contract by written notice if such event continues for a period exceeding six (6) months.

## 12 Governing Law and Dispute Resolution

This GTCS and the Contract shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflict of laws rules and the application of the UN Convention on Contracts for International Sale of Goods. All disputes arising out of or in connection with the present contract shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration by a panel of three arbitrators in accordance with its arbitration rules in effect at the time of application for arbitration. The venue of arbitration shall be Beijing, China. The language of arbitration shall be English. The arbitral award shall be final and binding upon both parties. The losing party shall pay all arbitration costs and all reasonable attorney's fees and expenses of the winning party.