

## General Terms and Conditions of Sale

### 1. Scope

- 1.1 These General Terms and Conditions of Sale ("GTC") apply to transactions between the Rieter company ("Rieter") and the customer ("Customer") for the sale and delivery of (i) machines and systems ("Equipment"), (ii) parts, components and accessories ("Parts"), and (iii) related services such as installation, supervision, commissioning, and testing ("Services"), collectively, the "Deliverables". The details and specifications of each transaction are documented in Rieter's order confirmation, Rieter's offer, Rieter's pro forma invoice, or any written agreement accepted by both parties ("Contract"). The GTC form an integral part of the Contract.
- 1.2 Unless otherwise agreed in writing, in the event of any conflict or inconsistency between the GTC, the Contract or any documents supplementing or amending the Contract and agreed in writing, the following order of precedence shall apply: (i) any written supplements and amendments (ii) the Contract with the following order of precedence: any written agreement accepted by both parties, Rieter's order confirmation, Rieter's offer, Rieter's pro forma invoice, and (iii) the GTC.
- 1.3 Customer's general terms and conditions – whether included in emails, orders, or other documents – do not apply to the Contract and will only be valid if expressly accepted by Rieter in writing. The Customer herewith waives any right to rely on such terms and conditions.

### 2. Contract Change

- 2.1 Either party may, at any time and in good faith, submit a written request to the other party to change the Contract ("Change Request"). Upon receipt of a Change Request from the Customer, Rieter will, within a reasonable period, either (i) notify the Customer that the requested change is not acceptable providing a brief explanation of the reasons, or (ii) provide the Customer a written summary setting out the anticipated impact of the requested change on the scope, price, payment terms, specifications, delivery, and any other relevant terms.
- 2.2 Upon receipt of the summary, the Customer shall respond in writing within 10 calendar days to confirm whether it (a) accepts the change as outlined in the summary; (b) accepts the change subject to modifications, in which case the Customer must submit its proposed changes in writing within the given 10 calendar days, and both parties shall seek to reach agreement on the open items within a reasonable period after Rieter's receipt of the proposed changes; or (c) does not wish to proceed with the Change Request. If the Customer accepts the summary or the parties reach an agreement on the proposed changes, they shall promptly amend the Contract in writing. If the Customer does not respond within the required timeframe or no agreement can be reached on the proposed changes, the Change Request shall be deemed withdrawn.
- 2.3 The Contract shall continue to be performed in accordance with its existing terms until any amendment is formally accepted in writing.
- 2.4 If, subsequent to the effective date of the Contract, due to any change in applicable law or any change in interpretation of any applicable law by any court, governmental authority or other governing body having jurisdiction, performance of the Contract, in whole or in part, by Rieter or any transaction contemplated by the Contract becomes unlawful, or Rieter is required to make additional efforts to comply with its obligations under the Contract, the parties shall promptly agree on reasonable amendments to the Contract. Pending such agreement, Rieter may elect to be released from its obligations under the Contract without any liability to the Customer. In such event, the Customer shall compensate Rieter for any losses, costs and expenses incurred under the Contract.

### 3. Price and Payment Terms

- 3.1 Unless otherwise agreed in writing, the price of all Deliverables shall be determined by the provisions of the Contract ("Price").
- 3.2 Value added taxes, sales taxes, customs duties, registration fees, withholding taxes, as well as any other taxes, customs duties, dues, fees and levies etc. of whatever nature ("Taxes") which may be imposed now or in future in connection with the Contract on Rieter, its personnel, or its subcontractors in the country of Customer are excluded from the Price. Should any Taxes be imposed, they shall be fully borne and paid by the Customer on their due dates directly to the authorities concerned. If imposed on Rieter, its personnel, or its subcontractors, and a direct payment of such Taxes by the Customer to the authorities concerned should not be possible, then the Price shall be adjusted accordingly (i.e. gross up by the amount of Taxes owed). When due, the Customer shall immediately pay the amount of such Taxes to Rieter who will pay such amounts to the corresponding authorities.
- 3.3 The Customer shall pay the Price in accordance with the payment terms and in the currency specified in the Contract, without any deduction, withholding, retention, or set-off, and free from any Taxes, charges, or other costs. All payments shall be made to the bank account designated by Rieter. The Customer's payment obligations must be fulfilled in full, regardless of any claims it may have against Rieter.
- 3.4 If Rieter becomes aware of any deterioration in the Customer's financial condition or payments are overdue, Rieter may, without incurring any liability to the Customer, demand full or partial payment in advance or require the provision of adequate security. In addition, Rieter may, at its sole discretion, at any time and with immediate effect suspend performance of its obligations or terminate the Contract without any liability to the Customer. In such event, the Customer shall compensate Rieter for any losses, costs and expenses incurred under the Contract.

### 4. Plans and Technical and Commercial Documentation

- 4.1 Plans and technical and commercial documentation such as illustrations, calculations, drawings, details of weights, measurements and dimensions or numeric data such as capacity figures, performance data, contained in catalogues, prospectuses, or price lists, etc. have informative value only and are not binding unless explicitly agreed otherwise in writing.
- 4.2 It is the sole responsibility of the Customer to ensure that the Customer's premises are fit for the Deliverables.
- 4.3 Unless otherwise agreed in writing, Rieter shall have the right to access Customer's equipment, systems, etc. at any time to collect and transfer data to Rieter systems for performance and quality monitoring and other analysis. Such data shall be kept confidential.

### 5. Delivery Terms and Dates

- 5.1 The delivery terms and the dates or periods of delivery of Equipment and Parts and provision of Services are to be agreed between the parties in writing.
- 5.2 Unless otherwise expressly agreed, delivery of Equipment and Parts and transfer of risk shall be governed by Incoterms® 2020 CIP (Carriage and Insurance Paid) at the place designated by Rieter, latest version.
- 5.3 The provision of Services shall take place at the location(s) agreed in the Contract. If no such place is agreed, the Services shall be performed at Customer's place of business. The Customer shall ensure that the site is safe, ready and accessible for the performance of the Services and shall provide without any cost to Rieter any assistance, access and facilities as reasonably required.

5.4 If the Customer fails to fulfil any delivery requirements or preparatory measures on time, or in case of a Change Request or an event of Force Majeure, the agreed dates of delivery or provision of Services shall no longer apply, and the parties shall in good faith negotiate and agree in writing on alternative dates of delivery or provision of Services. If the agreed dates of delivery or provision of Services are delayed for reasons not attributable to Rieter all losses, costs and expenses in connection with such delay shall be borne by the Customer, including, but not limited to, cost for storage and insurance of the Equipment or Parts and travel and accommodation expenses.

## **6. Late Delivery or Performance**

6.1 If Rieter fails to deliver Equipment or Parts or perform the Services within the agreed period or by the agreed date for reasons wholly attributable to Rieter, Rieter shall notify the Customer in writing and define a new period or date for delivery or performance. If Rieter does not deliver or perform latest until 15 full calendar weeks after the last day of the initially agreed period or the initially agreed date, the Customer may, upon written notice to Rieter, cancel the delivery for those items of Equipment or Parts that can no longer be used for their intended purpose due to the delay or cancel the performance of the delayed Services. In such case, the Customer shall be entitled to a refund of any prepayment for the cancelled Deliverables. If Rieter fails to deliver Equipment or Parts or perform the Services within the agreed period or by the agreed date for reasons not wholly attributable to Rieter, Rieter has no liability of any kind towards the Customer.

6.2 Rieter shall not be liable for damages or losses of any type caused by delayed deliveries or performances by subcontractors or external suppliers designated by the Customer or any third party.

6.3 To the extent permitted by applicable law, in the event of any delayed delivery or performance, the Customer's sole and exclusive remedy shall be the remedies set out in this Clause 6, and Rieter shall have no further liability for any damages, losses or compensation (whether in contract, tort, statute or otherwise) arising out of or in connection with such delay.

## **7. Title and Ownership**

7.1 Title and ownership of the Equipment and Parts shall remain with Rieter until all payments due have been received in full. The Customer shall at its own expense take all necessary measures to protect Rieter property.

7.2 The Customer shall, and hereby authorizes Rieter to, execute all necessary documents or measures in the name and on behalf of the Customer and to make all necessary entries regarding retention of title in public registers, books or the like, all in compliance with the applicable laws. The costs shall be borne by the Customer.

## **8. Inspection and Service Request**

8.1 Upon delivery of the Equipment and Parts under the applicable Incoterms, the Customer shall promptly inspect the outer packaging as well as related delivery documentation and notify any apparent damage, loss, or wrong identity or quantity to Rieter in writing within 5 calendar days. If no such notice is given, the Equipment and Parts shall be deemed received free from defects which could have been detected by such inspection.

8.2 If the Customer unpacks, installs, operates, or otherwise interferes with the Equipment without Rieter's supervision or prior written approval, Rieter shall not be liable for any resulting damage, loss, or deficiency.

8.3 The Customer shall ensure that all conditions necessary for the safe, uninterrupted and proper performance of the Services are fulfilled prior to and during Rieter's deployment at the Customer's site. These conditions include, but are not limited to, the completion of

all civil and infrastructure works (such as foundations, power supply, compressed air, and lighting), unrestricted and safe access to the installation and other work sites, availability of required tools, lifting devices, utilities, and qualified auxiliary personnel, as well as the timely procurement of all necessary permits, authorizations, and customs clearances. In addition, the Customer shall ensure that appropriate safety measures are in place and comply with any reasonable requirements notified by Rieter to allow safe and proper performance of the Services.

8.4 Rieter shall be entitled without incurring any liability to suspend or postpone the provision of Services, or withdraw its personnel, if the above conditions are not fulfilled or if, in Rieter's judgment, personnel safety cannot be ensured. Any resulting costs shall be borne by the Customer.

8.5 Throughout the entire period of Service, the Customer shall be responsible and bear the costs for providing Rieter personnel with a safe, appropriate, and adequately equipped working environment. This includes, but is not limited to, a clean, accessible, and continuously powered work site, local transportation, accommodation, and communication support as reasonably required for the performance of the Services, any additional on-site support reasonably necessary to ensure smooth execution of the work. In case of emergencies or unforeseen events, the Customer shall take all appropriate and timely measures to protect the health, safety, and property of Rieter personnel. Any costs relating to personal injury or property damage suffered by Rieter personnel due to the Customer's breach of these obligations shall be fully compensated by the Customer.

8.6 The Customer shall ensure that Rieter personnel are granted access to the site and permitted to perform the Services during the generally applicable local working hours. Any deviation requiring work outside such standard working hours shall be subject to Rieter's prior written consent. If such deviation is requested by the Customer, Rieter reserves the right to charge the Customer for any additional costs, overtime rates, or surcharges incurred as a result thereof.

## **9. Commissioning and Acceptance**

9.1 Rieter shall notify the Customer when the Services have been completed and the Equipment is ready for acceptance. The Customer shall start carrying out an inspection to be completed within a reasonable timeline specified by Rieter. After successful inspection the Customer shall ensure that its authorized representative signs the acceptance document prepared by Rieter (e.g., Installation or Commissioning Certificate), confirming satisfactory completion of the Services and the proper condition of the Equipment.

9.2 If the Customer (i) fails to conduct the inspection within the specified period, (ii) fails to return the signed acceptance documents without providing written and substantiated objections within the same period, or (iii) places the Equipment into operational use prior to formal acceptance, then the Equipment and the associated Services shall be deemed accepted as of the date of Rieter's notification referred to in clause 9.1.

9.3 No formal acceptance procedure shall apply to Parts. Such Parts shall be deemed accepted upon delivery, provided the Customer does not notify Rieter of any defects or discrepancies in accordance with Clause 8.

## **10. Late or Non-Performance by the Customer**

10.1 If any performance under the Contract is delayed due to reasons attributable to the Customer, the Customer shall be responsible for all costs and losses incurred by Rieter as a result thereof. These costs or losses may include, but are not limited to, late interest, storage

costs, financing charges, rescheduling expenses, disposal costs, and labor-related costs. Unless expressly waived in writing by Rieter, the Customer must fully settle all such outstanding amounts prior to any further performance by Rieter. At its sole discretion, Rieter may elect to proceed with performance before such settlement; however, such action shall not constitute a waiver of Rieter's right to recover all outstanding amounts or to pursue any other available remedies.

10.2 Should the Customer fail to fulfill its contractual obligations, Rieter may grant a reasonable cure period. If the Customer does not remedy the failure within this period, Rieter shall be entitled, at its discretion, to dispose of the Equipment and Parts, suspend further Services, and/or terminate the Contract at any time with immediate effect. In such cases, the Customer shall be liable for all costs and losses incurred by Rieter, in addition to liquidated damages equal to 10% of the total Price. This shall not limit Rieter's right to claim additional damages if actual losses exceed the liquidated amount.

## 11. Warranty

11.1 Rieter warrants that, at the time of delivery, the Equipment and Parts comply with the product specifications agreed in the Contract and are free from defects in material and workmanship. Any special characteristics of the Equipment and Parts (including, without limitation, service life, production capacity, performance, or the nature, quality or quantity of the output to be manufactured) shall only be deemed warranted if expressly agreed in writing as "warranted characteristics". Any such warranted characteristics shall remain valid only until the expiration of the applicable standard warranty period defined above. In connection with Equipment and Parts which is manufactured by third parties, Rieter makes no representations, warranties or guarantees of any kind, either express or implied, other or beyond the explicit terms given by the original manufacturer.

11.2 The warranty period for Equipment shall be 12 months from the date of acceptance pursuant to Clause 9 or 18 months from the date of delivery, whichever date occurs first. The warranty period for Parts shall be 6 months from the date of delivery or 9 months after notification of the delivery date, whichever date occurs first. Rieter shall provide an extended warranty period of maximum 3 years on Parts with possible systematic failure defined as a failure due to a deterministic (non-random) predictable fashion from a certain cause, which can only be eliminated by a modification of the design or of the manufacturing process, operational procedures, documentation, or other relevant factors as specified by Rieter. Accepting any claim under systematic failure will be in the discretion of Rieter.

11.3 Furthermore, the warranty shall be excluded if a defect occurs due to or is associated with, wholly or partially, any of the following events:

- use of parts which have not at least the same quality as the comparable Parts;
- use of materials provided, designed or specified by the Customer;
- assembly and installation of the Equipment not supervised by Rieter or its authorized representative;
- disregard of Rieter's operating or maintenance instructions, conditions or specifications;
- repairs or modifications carried out by the Customer or third parties;
- excessive mechanical or thermal stress, unsuitable operating materials, inappropriate raw materials, chemical or electrolytic influences, voltage or current fluctuations, or other causes beyond Rieter's control;

- inadequate installation, maintenance, storage or repair by the Customer;
- failure of the Customer to notify Rieter of defects as per the GTC and take immediate and appropriate steps to mitigate damage;
- normal wear and tear;
- Force Majeure as defined in Clause 12.1;
- Accidents; and defect affects things other than Equipment and Parts themselves.

11.6 Should the Customer discover during the warranty period latent defects in the Equipment and Parts, it shall notify Rieter in writing thereof immediately upon such discovery. If the Customer fails to notify Rieter within the warranty period, the Customer shall be responsible for any deterioration, damage or additional loss to the Equipment and Parts that occurs as a result of such late notification. In such event, the Customer loses, subject to mandatory law, any and all claims against Rieter in relation to the respective warranty claim.

11.7 If Rieter has received a written notice of a potential warranty claim within the applicable warranty period, Rieter shall, after confirming that the reported issue constitutes a breach of warranty, at its sole discretion and cost, repair or replace the defective items. Repaired or replaced defective items shall carry only the unexpired portion of the original warranty period.

11.8 Any replacement or remedial action taken by Rieter prior to such final confirmation shall be for the purpose of maintaining customer satisfaction only and shall not constitute an acknowledgment of any defect or warranty breach. Rieter reserves the right to analyze the root cause and determine warranty coverage thereafter.

11.9 Any replaced items shall become Rieter's property. Unless otherwise agreed in writing, the Customer shall bear all costs related to customs duties, local taxes, and transportation risks for shipments to and from Rieter.

11.10 To the extent permitted by applicable law, the warranties and remedies in this Clause 11 shall be the sole and exclusive warranties of Rieter and the sole and exclusive remedies of the Customer. All other express or implied warranties and remedies, whether by law, in any communication with the Customer, or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose are expressly waived and excluded.

## 12. Force Majeure

12.1 "Force Majeure" means an event beyond the reasonable control of a party or its subcontractors/sub-suppliers, including, but not limited to, war, regulations or other requirements by any governments or branches, subdivisions or agencies thereof, sanctions, blockade, embargo, restriction on exportation or importation of material or equipment or services, terrorist acts, rebellion, revolution, contamination, riot, strike, sabotage, lock-out, port congestion, restriction of power supply, epidemics/pandemics, quarantine, earthquake, volcanic activity, fire, flood, storm, any delays or any non-performance of Rieter's subcontractors/sub-suppliers to the extent caused by any of the foregoing circumstances. Non-payment of outstanding amounts shall not be considered Force Majeure.

12.2 If a Force Majeure event occurs, which does or might affect the fulfillment of a party's contractual obligations, such party shall notify the other party thereof within 10 working days in writing.

12.3 No party shall be in breach of contract if performance of such party's contractual obligations is impaired or prevented by an event of Force Majeure. The affected party shall use commercially reasonable efforts to eliminate the effects of the Force Majeure event as quickly as possible, provided, however, that if such commercially reasonable efforts will result in an increase in Rieter's

cost, then any continuation of such efforts shall be subject to the parties' agreement in writing to an appropriate adjustment of the Price to account for such increased cost of performance. The time for delivery of Equipment or Parts and performance of any Service shall be extended by the duration of the effects of Force Majeure plus a reasonable time for the resumption of the work. The documentation by Rieter on the time of Force Majeure and the reasonable time for the resumption of the work shall be conclusive evidence. Each party shall fulfil its contractual obligations insofar as they have become due before the occurrence of an event of Force Majeure.

- 12.4 If the effects of a Force Majeure event continue for a period of 90 days, either party may immediately terminate the Contract by written notification to the other party. Rieter shall be paid the value of all works wholly or partly executed, of all material ordered and the expenditures reasonably incurred in the expectation of completing the works, as well as the costs of demobilization. The documentation by Rieter on the costs as referred to in the preceding sentence shall be conclusive evidence.

### 13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND UNLESS EXPRESSLY AGREED OTHERWISE IN THE GTC, IN NO EVENT SHALL RIETER BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES OR ANYONE ELSE, UNDER THE CONTRACT OR BY REASON OF ANY PERFORMANCE OR NON-PERFORMANCE OF RIETER, RIETER'S AFFILIATES, OR ANY OF RIETER'S OR RIETER'S AFFILIATES' DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS OR OTHER REPRESENTATIVES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, HOWSOEVER AND WHATEVER THE CAUSE THEREOF, FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS, LOSS OF PRODUCTION, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF CONTRACTS, GOODWILL, OR INCREASED COSTS OF OPERATION, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES.

### 14. Intellectual Property Rights

- 14.1 "Intellectual Property Rights" refers exclusively to all proprietary rights owned by or licensed to Rieter, whether existing prior or after or developed in the course of performing the Contract, and whether registered or unregistered. This includes, without limitation, patents, patent applications, inventions, utility models, copyrights, software, trade names, trademarks, domain names, industrial designs, know-how, and trade secrets.
- 14.2 All Intellectual Property Rights in technical specifications, design documents, software, training materials, and other deliverables provided by Rieter in connection with the Contract remains Rieter's sole and exclusive property. The Customer shall not disclose, reproduce, distribute, sublicense, or otherwise make them available to third parties without Rieter's prior written consent. Rieter grants the Customer a non-exclusive, non-transferable, royalty-free license to use any such Intellectual Property Rights solely for the operation, maintenance, and internal use of the Equipment and Parts. This license does not permit reverse engineering, decompiling, copying, mapping, modifying, or creating derivative works, nor any analysis intended to reveal Rieter's underlying technology or trade secrets.
- 14.3 To Rieter's knowledge the Deliverables do not infringe any registered third-party Intellectual Property Rights in the country of destination communicated by the Customer. Rieter may, at its discretion, take necessary actions, defend or settle any such alleged infringements and the Customer shall cooperate as reasonably required. Rieter has no liability to the Customer regarding infringements resulting from modifications performed by the Customer or a third party, the Customer's specifications, the combination of Rieter's Deliverables with third-party products, or unauthorized or inappropriate use such as non-compliance with the

operation or maintenance instructions. In such cases, the Customer shall indemnify and hold Rieter harmless from any resulting claims, damages, or costs.

- 14.4 Any breach of Clause 14.2 shall constitute a material violation of the Contract and entitle Rieter to seek injunctive relief and claim damages in accordance with applicable law.

### 15. Operating Safety

- 15.1 Equipment and Parts manufactured and supplied by Rieter comply with mandatory laws and standards. Compliance with other requirements shall only be applied if agreed in writing in the Contract.
- 15.2 The Customer undertakes to comply with the operating and maintenance instructions as well as safety information provided by Rieter and to instruct its personnel accordingly. In the absence of written notification to the contrary from the Customer, the Customer shall be deemed to have received the operating and maintenance instructions as well as safety information as documented by Rieter.
- 15.3 Existing safety devices and safety/warning notices must not be removed. Poorly attached or damaged notices must be reattached or replaced immediately. Rieter undertakes to replace a reasonable number of safety/warning notices which have become unusable at any time. Changes to safety instructions must be implemented immediately and observed by the Customer.
- 15.4 Modifications which could impair operating safety may, at the sole discretion of Rieter, only be carried out by or under the direction of Rieter.
- 15.5 The Customer is obliged to inform Rieter immediately in writing if an incident or accident involving Equipment or Parts occurs or if it becomes apparent that the operating safety of Equipment or Parts is no longer guaranteed.
- 15.6 The Customer shall indemnify Rieter against any and all liability towards third parties arising from any failure to comply with the aforementioned obligations and applicable laws.

### 16. Confidentiality

The parties shall keep in strict confidence any and all information, data or material, either designated as confidential or which are in fact of confidential or non-public nature, which are disclosed, made available, or perceived through observation, including, but not limited to, all drawings, specifications, documentations, inventions, processes, business concepts, business information and technical and commercial know-how (collectively "Confidential Information"). Each party shall limit the dissemination of Confidential Information to those persons within its organization who reasonably need to know such information to perform the Contract, inform these persons about the confidential character of the Confidential Information, and bind these persons to the confidentiality obligations set out in the GTC.

### 17. Compliance

- 17.1 The Customer is aware of the Rieter Code of Conduct (available at [www.rieter.com](http://www.rieter.com)) and applies internally at least same strict standards as set out therein.
- 17.2 The Customer shall comply with all applicable laws and regulations. This includes, without limitation, all applicable international and national tax, customs, environmental, health and safety, and product related laws and regulations. The Customer is solely responsible for obtaining and maintaining all required permits, registrations, filings and tax documentation.
- 17.3 The Customer hereby acknowledges and agrees that the Deliverables, Confidential Information, technical documentation, technology, or know-how may be subject to applicable export control and sanctions laws, regulations, rules, and licenses ("Export

Control and Sanctions Rules”). The Customer shall comply with the Export Control and Sanctions Rules. In particular, but without limitation, the Customer will not, and will procure that none of its affiliates will, use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the Deliverables, Confidential Information, technical documentation, technology, or know-how, directly or indirectly, to any sanctioned or embargoed destination or person. The Customer shall not do anything which would cause Rieter or its affiliates to be in breach of any Export Control and Sanctions Rules.

- 17.4 Notwithstanding any other provision of this Contract, Rieter is under no obligation whatsoever to provide any Services which make it necessary to send staff to regions for which a governmental authority has issued a travel warning pursuant to which people are advised not to travel to such regions. Any such travel warning is deemed to be a matter of Force Majeure.
- 17.5 The parties undertake to comply with the provisions of the applicable data protection legislations. For the performance of the Contract Rieter may use and transmit personal data to affiliates of Rieter which are located in other countries subject to any required (separate) consent of the Customer. For further information on the processing of personal data by Rieter see the privacy statement on the Rieter website [Privacy Statement | Rieter](#), which shall be an integral part of the GTC.
- 17.6 Failure by Customer to comply with any part of this Clause 17 shall constitute a material breach of the Contract. Rieter reserves the right without any liability to the Customer to suspend or refuse to perform and terminate the Contract at any time and with immediate effect upon written notice to the Customer if Rieter in good faith believes that the Customer or its personnel is subject to any sanctions or restrictive measures under Export Control and Sanctions Rules or if the Customer has failed to comply with any part of Clause 17.
- 17.7 The Customer shall indemnify Rieter from all damages, losses, penalties, fines and costs of any kind arising from, or relating to, any breach of Clause 17. This indemnity survives termination of the Contract.

#### 18. Governing Law and Jurisdiction

- 18.1 The Contract and any dispute arising out of or in connection with the Contract are governed by and construed in accordance with the laws of People’s Republic of China, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.2 If a dispute arises out of or in connection with the Contract, either party may give to the other party written notice of such dispute, together with relevant supporting documentation. Upon delivery of the written notice, the parties shall attempt in good faith to resolve the dispute; provided, however, that if the parties are for any reason unable to resolve the dispute within 30 calendar days since delivery of the written notice, either party may initiate proceeding(s) in accordance with clause **Error! Reference source not found.**
- 18.3 Any dispute, controversy, or claim arising out of, or in relation to, the Contract, including, without limitation, the validity, invalidity, breach, or termination thereof, shall be referred to and finally resolved by arbitration administered by the Indian Law Society’s Centre for Arbitration and Mediation (ILSCA) in accordance with the ILSCA Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Pune, Maharashtra State, India. The venue for the arbitration shall be ILSCA, ILS Law College Campus, Chiplunkar Road, (Law College Road), Pune, Maharashtra State, India. The Arbitral Tribunal shall consist of a Sole Arbitrator. The language of the arbitral proceedings shall be English.

#### 19. Miscellaneous

- 19.1 Amendments to the Contract shall be made in writing and signed by duly authorized representatives of each party. This also applies to any agreement to waive the requirement for observance of the written form. The terms “in writing”, “written”, and similar expressions used in the Contract shall system generated (electronic) form.
- 19.2 The relationship of the parties is that of independent contractors. The parties are not deemed to be agents or partners nor are they engaged in a joint venture for any purpose because of the Contract or the transactions contemplated thereby.
- 19.3 If one or more provisions of the Contract are determined to be invalid or unenforceable by mutual agreement of both parties or a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect without said provision(s). The parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the legal and business object of the provision that has to be replaced.
- 19.4 Each party shall, at its sole expense, execute and do, or procure the execution and doing of, all such deeds, documents, acts, and things as may be necessary or appropriate to carry out the purposes and the implementation of the Contract.
- 19.5 The parties agree that their rights and obligations under the Contract must not be delegated, transferred, or assigned to any person without the prior written consent of the other party, which consent shall not unreasonably be withheld, delayed, or conditioned. Notwithstanding the preceding sentence, Rieter may, at its sole discretion, at any time delegate, transfer, or assign its rights and obligations under the Contract to any of its affiliates. The Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- 19.6 All rights and remedies of the Customer for any claims in connection with the Contract, whether arising in contract, tort, statute or otherwise, are, to the extent permitted by law, exclusively governed by these GTC.
- 19.7 The failure of a party to enforce any provision of the Contract shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
- 19.8 All information, notices, requests, consents, acceptances, confirmations, claims, demands, waivers, and other communications required or permitted to be made under the Contract (“Notice(s)”) must be made in written form and addressed to the relevant party. Notices may be delivered by personal delivery, international courier (with all fees pre-paid), or email, provided that if any Notice relating to a breach or termination of the Contract is sent by email, such Notice must also be delivered by personal delivery or international courier (with all fees pre-paid). A Notice is effective only upon its receipt by the receiving party, and if the party giving the Notice has complied with the requirements of this clause. For the purpose of the preceding sentence, if a Notice sent by email must also be delivered by personal delivery or international courier, then such Notice shall be deemed received upon receipt of the Notice sent by such other delivery method. All Notices to be given under the Contract shall be in English or the prevailing local language at Rieter’ registered office.

March 2026