

## Parker Hannifin B.V.

### 1. General

1.1. These terms and conditions apply to all our sale documents, including quotations, order confirmations and agreements for the supply of our goods sold by us ("Goods") including software related to the Goods, whether embedded or separately downloaded, provided or made accessible ("Software"), and/or services provided by us ("Services").

1.2. In these terms and conditions: "**European Union**" means the Union established by the Treaty on European Union signed at Maastricht on 7 February 1992, as amended by any later treaty, being the member states of the European Union; "**Taxes**" means every description of tax, VAT, duty, charge, tariff or levy, whether direct or indirect, imposed from time to time by any government or other authority and any related interest, penalty, fine or other amount; "**United Kingdom**" means England and Wales, Northern Ireland and Scotland and a reference to the United Kingdom includes a reference to any one of these; "**VAT**" means value added tax or any replacement or overseas equivalent of value added tax or similar sales tax; and "**we**", "**us**" and "**our**" means Parker Hannifin B.V..

1.3. All quotations provided by us in whatever form are without obligation. Any quotations are given without commitment and no agreement is concluded unless and until we have confirmed an order in writing. Quotations shall be valid for a period of 30 (thirty) days from the date of issue or (if different) the period specified in the quotation itself.

1.4. Prices, technical information and delivery times stated in brochures and in the context of a quotation are for guidance only.

1.5. An agreement shall only be concluded upon signing by us or through our written confirmation of an order.

1.6. We object to any contrary or additional terms or conditions of customer's order or any other document or other communication issued by customer, whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce, so that all our quotations and agreements are subject solely to the present terms and conditions.

1.7. Where these terms and conditions mention the customer, this refers to the natural person or legal entity concluding one or more agreements with us for the supply of Goods and/or Services by us.

### 2. Prices

2.1. Subject to clause 4.1 and unless stated otherwise in the order confirmation, our prices are in Euro (EUR) and are exclusive of Taxes, packaging costs, postal charges, freight, other shipping and handling expenses, insurance, and custom duties. Taxes shall be added to the price and shall be paid by the customer. The Buyer's attention is drawn particularly to the fact that prices quoted by Parker in its offers are given without engagement.

2.2. If one or more of the cost price factors are subject to an increase (even where this is the result of foreseeable circumstances or as a result of any change, event or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union) after the quotation date, we have the right at all times, even after the agreement has been concluded but the Goods or Services have not yet been delivered, either: (i) to increase the price accordingly; or (ii) to declare the agreement dissolved in whole or in part without the intervention of the courts, without the customer having any right to compensation of any kind.

2.3. Unless expressly stated otherwise, quoted prices do not include costs of assembly and/or testing and/or putting into operation.

### 3. Payment

3.1. Payment is to be made exclusively at our establishment or branch with which the agreement was concluded or which submitted the quotation.

3.2. Unless agreed otherwise in writing, invoices are to be paid net within 30 (thirty) days of date of invoice, with no right of deduction or set-off.

3.3. We reserve the right to require advance payment or the provision of securities for first or subsequent deliveries if there is any doubt regarding the customer's creditworthiness or for other business reasons. If the requested advance payment is not provided and/or the securities requested are not provided to our satisfaction we reserve the right to suspend performance of the agreement or to declare the agreement dissolved in whole or in part without the intervention of the courts and without prejudice to our other rights, including the right to full compensation, without any obligation on us to provide compensation of any kind. We may revoke or shorten any payment periods previously granted if in our opinion this is justified in the given circumstances.

3.4. The customer does not have the right to suspend payment under any circumstances.

3.5. On the expiry of the payment period the customer is placed in default by operation of law and our claim becomes immediately due and payable. If the customer has failed to perform any obligation towards us or has failed to do so fully or on time, or if the customer has applied for suspension of payment, has been declared bankrupt or in compulsory liquidation, or has adopted a resolution for liquidation, the customer is in default by operation of law and all our claims become immediately due and payable. The customer is liable to pay interest in accordance with Section 6:119a Dutch Civil Code from the date that he is in default, without prejudice to his other obligations. All legal and extrajudicial costs, including the costs of legal assistance, are for the customer's account.

### 4. Delivery and Delivery Date

4.1. Unless otherwise agreed upon between the parties, the

applicable delivery term shall be CPT Incoterms® 2020. Carriage of Goods shall be arranged by us to the named place of destination (“Ship To”) and the freight cost and other shipping and handling expenses as referenced in clause 2 shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the Goods. Both “Ship From” and “Ship To” locations are referenced on, amongst others, the order confirmation issued by us. We will be responsible for clearing the Goods for export. To satisfy our obligation to clear the Goods for export, we will only be required to make the appropriate declaration, to obtain any applicable export authorisation and to pay the relevant fee. Save as set out in this clause 4.1, we have no obligation to clear the Goods for import, pay any import duty, cost, levy, tax, charge or tariff or carry out any import customs formalities. The customer will therefore be responsible for obtaining, at its own risk and cost, any import authorisation or other official authorisation and for carrying out all customs formalities for the import of the Goods.

4.2. We reserve the right to perform orders for the supply of Goods and/or Services in parts and invoice these part deliveries separately.

4.3. Delivery dates, times and schedules are without obligation if and in as much as we have not expressly agreed in writing them as binding. In the latter case, in the event of a delay for which we are responsible (which, for the avoidance of doubt, expressly excludes any delay which we experience or which affects us arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union) we will only be liable for the loss demonstrably suffered by the customer up to a maximum of 5% (five percent) of the invoice value of the Goods or Services delivered late, unless we have agreed otherwise in writing.

4.4. Failure to meet an agreed delivery date (for whatever reason) does not give the customer any right of non-performance and/or right to suspend his obligations towards us.

## 5. Force Majeure

5.1. War, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, interruptions to our business, or carriers’ and/or our suppliers’ businesses (including but not limited to delays arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union), strikes, lockouts, lack of basic materials, interruptions to transport, official measures, any change, event or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union and all other instances of force majeure release us from our delivery obligations and any liability for compensation of eventual damages for the duration of the disturbance or obstacle and to the extent of its consequences. Force majeure in the meaning of these general terms and conditions means any circumstance beyond our control that permanently or temporarily hinders performance of the agreement, even where that circumstance was already foreseen when the agreement was

concluded.

5.2. The Customer shall only be entitled to withdraw from the contract where the agreed delivery time exceeds the duration of a force majeure event by more than 10 weeks. Before that, the Customer is only permitted to withdraw, if Parker has informed the Customer in writing that it is not able to make the delivery. If at the end of this period the further performance of the agreement places an unreasonably onerous burden on either party, the party in question has the right to declare in writing within a period of 8 (eight) days that the agreement is partially or completely dissolved without the other party being entitled to any damages.

5.3. Customer shall not be entitled to order cancellation following its issuance of a unilateral production stop not initiated by government decision.

5.4. If a change in any applicable law or the introduction of any law occurs which renders some or all of the activities of a party in connection with the agreement illegal or unlawful then we may terminate that agreement immediately by giving written notice to that effect to the customer, in which case we shall refund any monies already paid by the customer to us under the terminated agreement in relation to any of our unperformed obligations.

## 6. Warranty

6.1. Subject to the restrictions stated in these terms and conditions, we warrant that the Goods supplied by us are free from defects in material or workmanship. With regard to Services, we warrant only that the Services shall be performed in accordance with generally accepted practices and using the degree of care and skill that is ordinarily exercised and customary in the field to which the Services pertain. Software is only warranted to perform in accordance with applicable specifications provided by us to the customer. The warranty with regard to the Goods supplied by us expires 12 (twelve) months after delivery and the warranty with regard to Services expires 6 (six) months after the performance of the Services. The warranty with regard to the Software expires 90 (ninety) days from the date of delivery or, when downloaded by or provided or made accessible to the customer or end-user, from the date of the initial download or the date on which it is provided or made accessible by us. Except as expressly provided in these terms and conditions, we disclaim all other warranties, express and implied, including but not limited to design, merchantability and fitness for a particular purpose.

6.2. The warranty under clause 6.1 applies only to our customer, provided that he has met all his obligations towards us. It is not extended to subsequent purchasers or other third parties.

6.3. We are liable under the warranty under clause 6.1 only for defects that can be shown by the customer to have appeared during the warranty period.

6.4. Any defects must be notified in writing as quickly as possible. Defects that can be perceived externally must be notified within 14 (fourteen) days after delivery; defects that

cannot be perceived externally must be notified at latest before the end of the warranty period. All claims against us in respect of the defects in question lapse on the expiry of the relevant warranty period.

6.5. Our only obligation under this warranty is to repair or replace the unsatisfactory item or to grant a reduction in its price, at our discretion. Replacement does not extend beyond sending a new item free of charge and carriage paid. Repairs are carried out at our discretion either on the customer's premises or free of charge at the original place of delivery; in the latter case the Goods are to be sent to the original place of delivery at the customer's expense.

6.6. This warranty does not apply if the delivered Goods or any part of them have been misused, improperly used, neglected or not maintained in accordance with instructions or are damaged, or if the customer has carried out any work on the delivered Goods or has had such work carried out by a third party without our express prior permission.

6.7 The customer, through its own analysis and testing, is solely responsible for making the final selection of the system and Goods and assuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Goods are met. The customer must analyze all aspects of the application and follow applicable industry standards, specifications and other technical information provided with the Goods. If we provide Goods or system options based upon data or specifications provided by the customer, the customer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Goods. In the event the customer is not the end-user, customer will ensure such end-user complies with this clause.

## 7. Liability

7.1. Our liability is expressly limited to compliance with our undertakings under the above warranty provisions. All further claims on whatever grounds and to whatever effect, including claims for compensation for consequential loss or damage claims whether special, incidental, exemplary or otherwise, including, but not limited to, lost profits and lost turnover, are excluded. Specifically, we are not liable for costs, losses and interest payments that may arise as the direct or indirect consequence of:

- (a) infringement of patents, licences or other third-party rights in consequence of the use of information provided by or on behalf of the customer;
- (b) acts or omissions by us, our subordinates or other natural persons or legal entities brought in by us or on our behalf for the performance of the agreement concluded with us;
- (c) late delivery after the delivery time, without prejudice to the provisions in clause 4.

7.2. The customer is obliged to compensate us for all costs, losses and interest payments that may arise for us as the direct or indirect consequence of any legal action brought

against us by third parties in respect of the performance of the agreement. The customer indemnifies us against any such third-party claims.

7.3. The above limitations of our liability and the above indemnification obligations are also agreed in favour of our employees and other vicarious agents used by us in the performance of the agreement.

## 8. Transfer of Risk and Transfer of Ownership

8.1. We will bear the risk of loss or damage until the Goods are delivered to the first carrier at our "Ship From" facility, upon which it shall pass to the customer.

8.2. Notwithstanding the provisions in the previous paragraph and in clause 4.4, ownership of the Goods does not pass to the customer until the latter has met all his financial obligations towards us, including those arising under any other agreements for the supply of Goods and/or Services. However, the customer is entitled to use the Goods in the normal course of his business. He is obliged to inform us without delay if third parties assert rights to Goods that are still our property. Further, in the cases referred to in clause 3.3 we are irrevocably empowered to remove the Goods that remain our property from the place where they are located, or to have them removed from that place. We have the right either to retain the Goods in our keeping until the amount owed has been settled in full together with any interest, costs and compensation, or to sell the Goods to third parties; in the latter case the net proceeds will be deducted from the total owed by the customer.

8.3. The reservation of title referred to in clause 8.2 extends to components or other items supplied by us to the customer or replaced on the customer's behalf.

## 9. Technical Details, Inspection, Acceptance

9.1 The customer acknowledges that the correctness of the technical information provided by him is critically important for our proper performance of the agreement. The customer warrants the correctness of that technical information and also warrants to provide us with all technical and safety instructions and other instructions that may be necessary for the proper performance of the agreement.

9.2. The customer has the right to inspect the Goods within 7 (seven) days after the delivery for their compliance with the agreed specifications.

9.3. If the agreed specifications have not been met, we are obliged under clause 6.1 to bring the Goods in question into accordance with the agreed specifications. As soon as the Goods are in accordance with the agreed specifications, the customer is obliged to accept them and to purchase them from us. If the customer does not carry out inspections, the Goods shall be deemed to comply with the agreed specifications and therefore to have been accepted by the customer.

9.4. Unless expressly agreed otherwise in writing, our obligations do not involve:

- (a) the performance of the inspections or tests;
- (b) the provision of operational training courses on the components and/or systems supplied;
- (c) compliance with the safety regulations that apply within the customer's company;
- (d) the compilation of a maintenance and replacement schedule for the components and/or systems supplied.

## 10. Software, Rights of usage and Processing, Property Rights

10.1. All titles and intellectual property rights to software contained in tools, equipment and other materials developed or provided by us to the customers, as well as all titles and intellectual property rights concerning the tools, equipment or other materials developed or provided by us to the customer, including analyses, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by us, our licensors and/or our suppliers. The customer shall only acquire the rights of use expressly granted in these terms and conditions and the agreement. Any other or more extensive right of the customer to use or reproduce software or other materials is excluded. A right of use to which the customer is entitled shall be non-exclusive and non-transferable to third parties.

10.2. Our software is not intended for private or personal use. It may only be installed and/or used by qualified personnel who are familiar with our installation and warning instructions. We do not warrant that the software is error-free or fault-free or fault-tolerant, or that customer's use thereof will be secure or uninterrupted. Customer agrees and acknowledges that the software shall not be used in connection with hazardous or high risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. Any incorrect installation and/or usage of the software by the customer may cause the software to malfunction and/or may cause damage to plant and/or machinery or people. Where software defects are caused by the customer's failure to observe our installation and warning instructions and/or the customer's improper use of the software, these shall not be covered by our warranty obligation. Equally we accept no liability for consequential losses resulting there from. This shall apply in particular with regard to any damage suffered by the software and/or consequential damage caused to machinery, plant, other products or people by the defective software. We retain ownership of all software supplied to customer hereunder and in no event shall customer obtain any greater right in and to the software other than a right in the nature of a license limited to the use thereof and subject to compliance with any other terms provided with the software.

10.3. Insofar as we manufacture Goods based on an order from the customer and in keeping with his instructions and guidelines and deliver these to the customer, the customer shall be liable to us with regard to ensuring that the deliveries and Services ordered do not violate any (intellectual property)

rights of any third party. In this respect the customer shall indemnify us against any such third party claims and will hold us harmless for any damages and/or losses resulting there from.

10.4. Where we make tools, drafts, installation suggestions or other drawings and documentation available to the customer together with the Goods, the customer shall only be entitled to use these items within the scope of the agreement; he shall in particular not be entitled to reproduce such items or make them available to third parties.

10.5. Unless expressly agreed upon in the agreement the customer may not reproduce or alter the software, manuals or other materials as mentioned in 10.1 provided to him by us or make them available to third parties in any way. We give no warranty and accept no liability for the software where and insofar as it has been altered or improperly installed or used by the customer.

10.6. The customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual property rights from the software, databases, equipment or materials.

## 11. Data Protection, Non-Disclosure, Compliance

11.1. We shall store and process all data relating to the customer observing the provisions of the Dutch data protection rules.

11.2. Unless otherwise expressly agreed in writing, all information to which the customer is made privy within the scope of the contractual relationship with us shall be treated as confidential. The customer warrants that it will not disclose such information to any third party without our prior written consent, unless this concerns employees of the customer that need to have access to such information, provided that such employees are bound by an identical confidentiality obligation. The customer warrants that its employees are bound by such confidentiality obligation.

11.3. Confidentiality shall not apply to such information

- (a) of which the customer can verifiably demonstrate that it was already aware prior to disclosure provided that the he informs us immediately upon receipt of respective information;
- (b) which at the time of its disclosure was already in the public domain or publicly accessible, or entered the public domain or became publicly accessible after disclosure without any violation of this agreement on the part of the customer;
- (c) that the customer shall receive from third parties provided that this information does not form part of a non-disclosure agreement with us and such third parties;
- (d) the disclosure of which to third parties has been approved by us in advance in writing; or
- (e) the disclosure of which the customer is obliged either under legislation or by court order or by qualified official

directive.

11.4. The obligation to observe confidentiality shall also apply after the contractual relationship has ended for an indefinite period of time.

11.5 Customer agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including, but not limited to, those of the country or countries in which customer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S., United Kingdom and European Union export control and sanctions laws ("Export Laws"). Customer shall indemnify, defend, and hold us harmless from the consequences of any violation of such provisions by customer, its employees or agents. Customer acknowledges that it is aware of and familiar with the applicable anti-corruption laws and Export Laws, and certifies that customer will adhere to the requirements thereof and not take any action that may cause us to be in violation of any such law or requirement. In particular, customer represents and agrees that customer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit our business. Customer further represents and agrees that it will not receive, use, service, transfer or ship any Good from us in a manner or for a purpose that violates Export Laws or causes or may cause us to be in violation of Export Laws.

## 12. General Provision

If one or more provisions of the agreement with the customer should prove not to be legally valid, the remaining provisions of the agreement will continue to apply in full. In such a case, any invalid provisions will be replaced by legally valid provisions that approximate as closely as possible to the parties' intentions and the economic result intended by them.

## 13. Place of Payment, Competent Courts, Applicable Law

13.1. The place at which all obligations may be performed is the location of our establishment or branch with which the agreement has been concluded. Obligations regarding the performance of Services in respect of design, consultancy etc. are deemed to have been performed at the location of our establishment or branch with which the agreement has been concluded if the instructions for such performance are delivered orally there and/or put in writing there (see also clause 4.1).

13.2. Subject to clause 13.4, the competent court for any dispute arising out of or in connection with these terms and conditions and any agreement formed pursuant hereto (including in relation to non-contractual obligations) is, at our discretion, the court with subject-matter competence in Arnhem or the court competent for the customer's place of residence.

13.3. These terms and conditions, any agreement formed pursuant hereto and any non-contractual obligations arising out of or in connection with these terms and conditions and/or any such agreement are governed by the law of the Netherlands. Where Dutch law makes reference to another law, that reference shall not apply. The United Nations Convention on Contracts for the International Sale of Goods 1980 ("CISG") is excluded.

13.4. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

The above general terms and conditions have been filed with the Dutch Chambers of Commerce under number 06036436.