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General Terms and Conditions

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General Terms and Conditions of Sale

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1 Area of application, form

- 1.1 These General Terms and Conditions of Sale ("GTC") apply to all contractual relationships between Lenze SAS (a simplified joint stock company registered in the Pontoise Trade and Companies Register under number 718 204 498) (hereinafter referred to as "Lenze" or "we") and its customers (hereinafter referred to as the "purchaser"). The GTC apply only if the purchaser is a business (Articles L. 121-1 and L. 210-1 of the French Commercial Code).
- 1.2 Unless otherwise agreed individually with the purchaser, our GTC shall apply exclusively to contracts for the sale of movable goods ("products") concluded between Lenze and the purchaser, manufactured by companies of the Lenze Group or purchased from our suppliers. Unless otherwise specified, the GTC applicable at the time the order is placed by the purchaser shall apply. The current GTC are communicated to the purchaser with each order. The purchaser acknowledges having taken knowledge of the GTC before any order. Any order of products addressed to Lenze implies full and unreserved acceptance of the GTC.
- 1.3 The products may only be used for commercial, industrial, craft or professional purposes. Resale to consumer is prohibited.
- 1.4 The purchaser agrees that our GTC take precedence over his General Terms and Conditions of Purchase or similar. Accordingly, the purchaser's general terms and conditions of purchase or similar shall only become an integral part of the contract with the prior written consent of Lenze. The purchaser shall not be entitled to rely on the fact that Lenze has executed the order without reservation, with knowledge of the purchaser's general terms and conditions of purchase or similar.
- 1.5 Where applicable, individual agreements made with the purchaser that deviate from the GTC (including ancillary stipulations, additions, or amendments) take precedence over these GTC, provided that they are confirmed in writing.
- 1.6 Any declaration or notification of the parties which has a legal effect on the contract (e.g. setting a deadline, declaring a defect, terminating the contract, or reducing the price) must be sent to us in writing (e.g. letter, e-mail). Legal formalities and other requirements remain unaffected, particularly if in doubt as to the capacity of the signatory.
- 1.7 Legal or regulatory provisions apply insofar as they are not expressly modified or set aside by these GTC, subject to their mandatory nature.
- 1.8 In the case of framework contracts and contracts of successive performance, the purchaser will be notified in writing of any amendment to the GTC. They shall be deemed to have been accepted by the latter if the purchaser does not express his disagreement in writing within one month of receipt of the notification, it being specified that the amended GTC shall then take effect on the date of that notification. The notification of the amended GTC will highlight this period and the date of their entry into force. This does not apply to material contractual obligations. Material contractual obligations are those obligations that make the proper fulfilment of the contract possible in the first place and on the observance of which the contracting parties may regularly rely.

2 Conclusions of the contract

- 2.1 Catalogues, technical documents (e.g. drawings, plans, designs, calculations, references to DIN standards, etc.), price lists or other commercial documents or product descriptions provided by Lenze to the purchaser shall not be regarded as binding contractual offers by Lenze in any form whatsoever.
- 2.2 Any product order submitted by the purchaser to Lenze is considered to be a binding contract offer by the purchaser, unless explicitly stipulated otherwise by the purchaser in his order. The minimum order value is one hundred and fifty (150) euros excluding VAT. The purchaser must submit his/her order in writing and specify the description of the product(s) to be ordered, the quantities, the delivery address, and any other additional information. The purchaser is solely responsible for the information he provides when ordering. Lenze can in no way be held responsible in case of error by the purchaser in the choice of products and / or in the information provided.
- 2.3 Lenze's acceptance of the purchaser's order is formalised in writing in the form of an order confirmation.

3 Delivery times and delays

- 3.1 The delivery time shall be stated when the order is accepted by Lenze. Any delivery period provided by Lenze is indicative, unless expressly agreed in advance with the purchaser. In this case, the purchaser must inform Lenze of the desired delivery time when placing the order.
- 3.2 In cases of force majeure, our obligation to deliver or accept is suspended for the duration and to the extent of the effects of force majeure. Force majeure occurs when an event beyond our control, which could not reasonably have been foreseen when the contract was concluded and the effects of which cannot be avoided by appropriate measures, prevents us from performing our obligations to deliver and accept, in whole or in part. Force majeure in this sense includes, in particular, unforeseen natural disasters, fire damage, cyber-attacks that cannot be avoided by appropriate technical and organisational measures, attacks on critical infrastructures, industrial action (strikes and lawful lock-outs), the unexpected occurrence of pandemics or epidemics, as well as operational disruptions or official regulations for which we are not responsible, as well as supply difficulties and other performance disruptions on the part of our suppliers, when these events are unforeseeable.

The affected party shall notify the other party immediately of the occurrence and end of force majeure and do everything in its power to remedy the force majeure and to mitigate its impacts to the greatest extent possible.

In case of the occurrence of force majeure, the parties shall come to an agreement as to the further course of action and determine whether products which have not been delivered during this time will be subsequently after it has ended. Notwithstanding the foregoing, each party shall have the right to withdraw from the orders affected by force majeure if such force majeure lasts for more than eight (8) consecutive weeks from the agreed delivery date. The right of each party to terminate the contract for good cause in the event of prolonged force majeure shall remain unaffected.

- 3.3 Lenze shall notify the purchaser of any delay in delivery. In the event of a persistent delay in delivery following such notification, the purchaser may demand flat-rate compensation for damages caused by the delay. The flat-rate compensation shall amount to 0.5% of the net price excluding VAT of the product(s) of the delayed order, including the transport costs of this order ("Delivery Value"), for each completed week of delay, but shall not exceed 5% of the Delivery Value of the product(s) of the delayed order. Subject to the provisions of Article 8 of the GTC, the purchaser shall have no other rights in respect of compensation for damage caused by the delay.
- 3.4 As long as the purchaser does not fulfil all or part of his obligations under a contract, the terms and deadlines, even if they have been stipulated as binding, are automatically extended by the same amount of time, without prejudice to any damages for the benefit of Lenze. This applies in particular to delays:
- Of payment, including under other contracts concluded between Lenze and the purchaser;
 - Resulting from circumstances attributable to the purchaser, such as the unavailability of its personnel, the unavailability of its premises, the need to carry out work or adjustments prior to receipt of the products, etc.

4 Delivery, transfer of risk, acceptance of delivery, delay in acceptance of delivery

- 4.1 The products are delivered from exiting the logistics centre, which is also the place of performance of the contract. At the purchaser's request and expense, the products will be sent to another place of delivery ("Sale with delivery").
- 4.2 The transfer of risks, in particular of loss and deterioration of the product(s) in the order, takes place at the time of their delivery, i.e. when they are handed over to the purchaser at the logistics centre. In the case of a Sale with delivery, the transfer of risks, in particular of loss and deterioration of the product(s) in the order, as well as the risks linked to a delay in delivery due to transport, takes place when the product(s) is (are) handed over to the logistics service provider or any other legal or natural person responsible for delivering the order. When the delivery of the product(s) to the purchaser is delayed due to circumstances for which the purchaser is responsible, the transfer of risks takes place on the day of the initial delivery of the order, i.e. the date on which the order was made available to the purchaser for reception.
- 4.3 If the delay in delivery of the order is due to circumstances for which the purchaser is responsible, we shall be entitled to claim compensation for the resulting damage, including any costs incurred (e.g. storage costs) by us or our service providers, after a period of fifteen (15) days from either the original delivery date or the date on which the order was made available to the purchaser for reception. For each month of storage commenced, we will charge storage costs amounting to 0.5% of the net price excluding tax of the product or products in the order delivered late, without exceeding 5% of the net price excluding tax of the product or products in the order.
- 4.4 These provisions do not deprive Lenze of the right to seek compensation for any damages other than those caused by the storage of the product(s) of the order (in

particular reimbursement of additional expenses, cancellation, etc.). The flat-rate compensation for storage will nevertheless be deducted from the quantum of damages exceeding it.

5 Product prices, other charges and payment terms

5.1 Unless otherwise agreed with the purchaser, the prices of the products are the net catalogue prices in force at the time the order is placed by the purchaser. Prices always exclude VAT at the current statutory rate. Product prices take into account:

- Departure from logistics centre;
- Excluding transport costs;
- Excluding the cost of planning, engineering, commissioning, installation or any other product-related services (e.g. installation, consulting, configuration);
- Excluding the cost of designing circuit diagrams, projects for motors, power supply devices, start-up controls, external controls and connections;
- Excluding subscription fees for software solutions and related usage fees for software and applications;
- Excluding costs or fees for obtaining certificates of origin, consular invoices, permits and other authorisations;
- Excluding the price of specific guarantees requested by the purchaser in application of article 7.3;
- Excluding customs duties and other duties, taxes and fees.

The price of the products, costs, guarantees and/or rights are communicated to the purchaser in the offer, in the catalogue and/or in the corresponding price list provided when the order is placed. They are invoiced in addition to the total net catalogue price (excluding VAT) of the product(s) in the order. Customs duties and other duties, taxes and fees are paid directly by the purchaser or re-invoiced by Lenze to the purchaser.

5.2 In the event of a Sale with Delivery, the purchaser must pay the cost of transport from our logistics centre. We will invoice these transport costs on the basis of a percentage of the net price excluding VAT of the product(s) purchased. These transport costs invoiced in the context of a Sale with Delivery include packaging, loading, freight, and insurance costs.

5.3 If you order a standard product from a catalogue, the price includes the user manual(s) and/or standard wiring diagram(s).

5.4 We shall be bound by the price agreed for an order for 4 (four) months from its acceptance by Lenze. In the event that delivery periods longer than 4 (four) months have been agreed, we shall be entitled to charge a surcharge on the basis of the originally agreed order price in proportion to the increase in the costs of raw materials and/or labour. Lenze shall provide proof of the increase in these costs at the first request of the purchaser. The provisions of this Article 5.4 shall not apply to

prices for which a raw material surcharge has been agreed in accordance with the following Article 5.5.

- 5.5 The purchaser accepts a surcharge for raw material price increases when ordering synchronous servo motors, as synchronous servo motors use magnets containing neodymium and dysprosium, raw materials also known as "rare earth elements". The price for these raw materials, which are subject to significant price fluctuations, is calculated using a base value from March 2011, or lower. The surcharge for raw material price increases is applied in the event of a price increase between the March 2011 base value and the current value at the time of invoicing. A comparison is made between the price of these two raw materials in March 2011 (per kilogram incorporated in the engine concerned) and the prices at the time of invoicing, provided that this is done within 5 (five) days of delivery; otherwise, the day of delivery of the engine concerned is used for this calculation. In all cases, the reference price used in this calculation is that of Asian Metal (www.asianmetal.com). Price increases compared with March 2011 will be invoiced in addition to the price agreed in the contract, based on the weight of the two raw materials used in each engine. For more information on the raw materials price supplement, please visit the web page under the link: <https://www.lenze.com/en-fr/material-price-surcharge>.
- 5.6 Invoices are drawn up on the date of delivery and are payable no later than 60 (sixty) days after the date of issue of the invoice, by bank transfer or cheque. We reserve the right to make acceptance of an order and/or delivery of all or part of an order conditional upon advance payment of all or part of the order price, even in the case of an ongoing business relationship. In this case, the purchaser will be informed prior to acceptance of the order by Lenze.
- 5.7 In the event of late payment from the first day following the due date stated on the invoice, the purchaser shall be liable to pay Lenze a penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 3 percentage points. The purchaser who is in default of payment shall also be liable to Lenze ipso jure for a minimum flat-rate compensation for collection costs, the amount of which is set at 40 euros excluding VAT. If the collection costs incurred exceed the amount of this flat-rate compensation, Lenze may request additional compensation from the purchaser, subject to justification.
- 5.8 The purchaser is only entitled to set off the amounts owed to each other and/or to suspend payment of the order price if Lenze does not contest the validity of the purchaser's claims or in accordance with an enforceable decision. In the event of a non-defect-free delivery, the purchaser may assert its rights, in particular those specified in Article 7 of the GTC.
- 5.9 If, after conclusion of the contract, it appears that payment of the order price is jeopardised due to a risk of insolvency or default on the part of the purchaser (e.g. due to repeated failure to pay on the due date, in the event of a serious risk of insolvency, etc.), we shall be entitled to terminate the contract after giving formal notice to the purchaser to pay all or part of the order price within a reasonable period, without prejudice to the mandatory provisions of Book VI of the French Commercial Code.

6 Retention of title

- 6.1 The transfer of ownership of purchased Lenze products is subject to full payment of the order price by the purchaser in principal, interest and costs of all kinds, as well as payment of all our present and future claims arising from the contract and/or commercial relationship (secured claims).
- 6.2 Products subject to retention of title may not be given as a security to a third party before full payment of the order price by the purchaser, nor may their ownership be transferred by way of security. In the event of the opening of insolvency proceedings, protective measures (e.g. seizures), threats, requisitions, confiscations, or any other action taken by a third party against products belonging to us, the purchaser must notify us immediately in writing and, where appropriate, oppose any reservation.
- 6.3 If the purchaser fails to pay the order price on the due date, we are entitled to withdraw from the contract and/or to demand the return of the Lenze products purchased under retention of title. In this case, the purchaser undertakes to return the products on first request. The demand for the return of the products does not necessarily lead to the cancellation of the contract; Lenze may therefore simply demand the return of the products concerned until full payment of the price and, in the absence of payment within a reasonable period, reserves the right to cancel the contract. Unless otherwise provided by law, we shall exercise these rights only after sending the purchaser a formal notice to pay the amounts due within a reasonable period of time, which has remained without effect.
- 6.4 The purchaser undertakes to store the Lenze products under retention of title in such a way that they cannot be confused with other goods, without prejudice to his rights under Article 6.6.
- 6.5 The purchaser undertakes to insure the Lenze products subject to retention of title in his possession or under his control for their replacement value and shall ensure that our rights are stated in the insurance policy. In the event of loss, theft, or damage to a product subject to retention of title, we shall have a right of pursuit and shall be subrogated to the purchaser's rights to insurance compensation.
- 6.6 The purchaser shall be entitled to process, incorporate and/or dispose of the Lenze products subject to retention of title in the ordinary course of its business, in accordance with the provisions of Articles 6.6.1 to 6.6.4:
- 6.6.1 If Lenze products purchased under retention of title are processed or combined with products which are the property of the purchaser or a third party, we shall acquire co-ownership of the secondary products for the amount of the invoiced price (excluding VAT) of the processed or combined products delivered. Where it is possible to separate the product subject to retention of title from the secondary product at a later date without damage, the provisions of Article 6 shall continue to apply to the product subject to retention of title.
- 6.6.2 The purchaser undertakes to assign to us as security all claims against third parties arising from the resale of Lenze products delivered under retention of title, either in full or in the amount of our share of ownership rights. We hereby declare that we accept this assignment. The purchaser's obligations pursuant to Section 6.2 shall also apply to the assigned claims.

- 6.6.3 The provisions of Article 6.6.2 do not affect the purchaser's right to collect its debt. We undertake not to collect our claim as long as the purchaser fulfils his payment obligations towards us, is not affected by a lack of capacity and we do not assert our retention of title in accordance with article 6.3. If this is not the case, we shall be entitled to require the purchaser to inform us of the assigned claims and the corresponding debtors, to provide us with all information relevant to their collection, to hand over all related documents and to inform third-party debtors of the assignment of the claim. In addition, we are also entitled to terminate the purchaser's authorisation to continue the incorporation, processing and/or sale of Lenze products sold under retention of title.
- 6.6.4 If the due value of the claims assigned by way of security stipulated in Article 6.6.2 exceeds our claim by 10% or more, we shall, at the purchaser's request, waive the securities on the claims of our choice.

7 Defects, non-conformity and guarantees granted to the purchaser

- 7.1 The purchaser's remedies in the event of hidden defects or non-conformity (including non-conforming delivery, non-conforming assembly or incorrect assembly instructions) are governed by applicable legal provisions, subject to the terms of Articles 7 and 8.
- 7.2 The non-conformity of the product shall be exclusively assessed on the basis of the agreed characteristics. The descriptions and information provided directly by Lenze to the purchaser when the order is placed are deemed to represent an agreement between the parties on the agreed characteristics of the products. Third-party information (e.g. third-party advertising) shall not be taken into account in determining the suitability of the product, unless the purchaser has notified us of such information prior to Lenze's acceptance of the order. Slight deviations in the products, which are customary in industry, in particular with regard to quality, weight, capacity, material composition or colour, shall not be deemed defects.
- 7.3 In the absence of a specific agreement on the characteristics of the products agreed when the order was placed, the existence of the non-conformity will be determined in accordance with article 1166 of the French Civil Code. Products are guaranteed against hidden defects and lack of conformity for a period of twenty-four (24) months from the discovery of the defect and/or lack of conformity. In the event that the purchaser wishes to benefit from a more extensive warranty (in particular due to the use of products for specific applications: aeronautics, nuclear, etc.), additional warranties may be granted at the express request of the purchaser prior to acceptance of the order. These will be subject to payment of an additional price.
- 7.4 We shall not be liable for any defects or lack of conformity which are apparent at the time of conclusion of the contract and of which the purchaser could have become aware himself or whose ignorance results from gross negligence on his part. In order to exercise his rights in the event of a defect or lack of conformity of the products, the purchaser must have carried out the usual checks on receipt of the product or products in the order. In the case of products intended for subsequent assembly or processing, these checks must be carried out at the latest before they are used for

these purposes. If a defect is found during these checks, we must be informed immediately in writing. Obvious defects or lack of conformity must be reported within 5 (five) working days of delivery. Defects or lack of conformity that are not apparent when the delivery is checked must be reported within 5 (five) working days of their discovery. If the purchaser fails to comply with the obligations set out in Article 7.4, our liability in this respect shall be excluded.

- 7.5 Unless otherwise stipulated in the GTC, the warranty shall, at Lenze's discretion, only cover the replacement and/or repair of those parts of the product which Lenze has determined to be defective and/or the replacement of the product with a conforming product. We reserve the right to refuse bringing the product into conformity in accordance with the statutory provisions.
- 7.6 Lenze shall be entitled to make replacement or rectification of the defect conditional upon payment by the purchaser of all outstanding invoices for the product(s) affected by the defect. However, the purchaser shall be entitled to deduct an appropriate amount corresponding to the defect from the purchase price of the order for the product(s).
- 7.7 The purchaser undertakes to grant Lenze a reasonable period of time and the necessary means to examine the product(s) concerned, and to return the product(s) in question to us in order to carry out checks, and if necessary to determine the methods of bringing into conformity. In the event of replacement of a product, the purchaser must return us the product(s) concerned previously delivered.
- 7.8 In the event that the affected product(s) is (are) found to be defective or non-conforming, we shall bear the costs of examining the affected product(s) and, if necessary, of rectifying the defect, including the costs of transport, storage, labour and materials. However, we will only reimburse the transport costs from or to the original place of delivery, unless the actual transport costs are lower. In the event that Lenze was not responsible for the assembly of the affected product(s), the bringing into conformity does not include either the disassembly of the affected product(s) or the assembly of the replacement product(s). If no defect is found, we may claim reimbursement of such costs (in particular examination and transport costs) from the purchaser. Defects and deterioration resulting from installation errors on the part of the buyer, normal wear and tear, defective maintenance, improper repairs or modifications, storage in abnormal conditions or use that does not comply with our instructions or our technical documentation available to the purchaser are excluded from the guarantee and cannot be considered as a defect or fault. If the purchaser does not have the information and instructions contained in the instructions for use and assembly, the purchaser must request them from Lenze before planning the commissioning of the products.
- 7.9 The parties agree that repair or replacement by Lenze within the scope of the agreed warranty shall not be construed expressly or tacitly as (i) an acknowledgement of the non-conformity by Lenze, or (ii) a new delivery. The parties agree that no repair or replacement shall start a new limitation period.
- 7.10 It is the purchaser's responsibility to check that the products delivered are suitable for the purchaser's application or machine. The purchaser shall be solely responsible for the conformity of the application or of the machine according to the applicable legal and/or specific requirements for the application or for the machine, and for its

good working order. If we carry out an application or a drive design according to the purchaser's specifications, the purchaser shall be solely liable for the correctness and completeness of the information provided by them. The information provided shall include, in particular, specific requirements of the purchaser. Lenze shall not be liable for any errors or omissions by the purchaser in the information provided by the purchaser.

- 7.11 If the product(s) in question have not been brought into conformity, if conformity is not achieved within a reasonable period of time granted by the purchaser, or if conformity is not achieved within a reasonable period of time, the purchaser may, at his or her option, either terminate the contract or request a reduction in the purchase price of the product(s) in question. In the case of a negligible defect or lack of conformity, however, the purchaser may not cancel the contract.
- 7.12 The purchaser may claim damages to compensate for the loss suffered in accordance with the procedures and within the limits of article 8.
- 7.13 Without prejudice to the preceding provisions, the purchaser may terminate the contract only in the event of serious misconduct on our part, after sending a formal notice by registered letter with acknowledgement of receipt which has remained without effect for 15 working days from its receipt.

8 Liability and compensation

- 8.1 Without prejudice to the guarantees granted under Article 7, we shall only be liable for direct damages caused to the purchaser as a result of the non-performance or improper performance of our contractual obligations. In the event that our liability is established, compensation:
- For direct damage caused to the purchaser is limited to the sum of one (1) million euros;
 - Excludes compensation for any indirect damage suffered by the purchaser, in particular loss of earnings, the consequences of a production stoppage, a reduction in activity and/or orders, loss of customers, damage to image or management of surplus stock.
- 8.2 The limitation of our liability set out in Article 8.1 is excluded:
- In the event of intentional or fraudulent misconduct on our part, within the meaning of article 1231-3 of the French Civil Code;
 - In case of liability for defective products.

9 Prescription

The limitation period for Lenze's contractual liability is twenty-four (24) months from the delivery of the order. In the event of non-conformity and/or hidden defects, such time limit shall run from the discovery of the defect and/or lack of conformity.

10 Product life circle

Products are subject to a life cycle, the duration of which is determined in each case at Lenze's discretion. Consequently, Lenze makes no commitment in this respect and is not contractually bound to the purchaser by this period. After expiry of the agreed warranty period, spare parts will only be supplied by Lenze within the life cycle of the product concerned and without obligation, in particular Lenze does not assume any obligation to procure spare parts from third parties. At the express request of the purchaser in individual cases, Lenze shall inform the purchaser that the product in question has reached the end of its life and that consideration should be given, for example, to purchasing a newer model from the current range. Without prejudice to the provisions of clause 7 of the T&Cs, within a current warranty period, Lenze reserves the right to supply a compatible new generation product, if necessary against payment of an additional 'new for old' price to be determined at Lenze's reasonable discretion, in lieu of repairing the purchased product.

11 Intellectual property rights and similar rights

- 11.1 The parties are obliged to ensure that any items of whatever nature (documents, products, etc.) which they provide to each other for the purposes of performing the contract do not infringe the intellectual property rights of third parties. In the event of infringement of the intellectual property rights of third parties, the party responsible shall indemnify the other party against any claim or action by the third party and shall compensate the other party for any damage caused by it, notwithstanding the provisions of Article 8. If performance of the contract is prevented as a result of a claim or action by a third party based on an intellectual property right belonging to it, each party is entitled - even before examining the merits of the claim or action - to terminate the contract and to seek compensation for the loss suffered, in accordance with the terms of Article 8. Items of any nature whatsoever (documents, products, etc.) provided by one of the parties prior to the conclusion of a contract shall be returned to the other party on first request. Failing this, the parties are entitled to destroy these items three months after the submission of an offer which has not resulted in an order.
- 11.2 Each party reserves ownership of the intellectual property rights and similar rights (such as copyright, designs and models, trademarks and all other distinctive signs, patents, or databases, etc.) relating to the elements supplied to the other party, whatever their nature (such as samples, models, drawings, estimates, calculations, presentations, projects) and format (such as tangible, intangible including in digital format, etc.). This information may not be disclosed to third parties. If one of the parties receives such information in the course of negotiating the contract, it is obliged to return it to the other party at its own expense if the contract is not concluded. Any use of the intellectual property rights of one of the parties, in particular for advertising purposes, is subject to the prior written agreement of the other party, unless otherwise provided by law.
- 11.3 A party may be held liable if it holds, offers for sale or sells products whose characteristics (such as product, packaging, distinctive signs, etc.) infringe the intellectual property rights of the other party. The party suffering such infringement

may then take any action and cease without notice its contractual and commercial relations with the other party.

- 11.4 Insofar as software is integrated into a product delivered by Lenze, the purchaser shall have a non-exclusive right of access to and use of this software in the version valid at the time of delivery of the product and any further developments. In addition, the “Licensing and Contractual Conditions for Software” of the Lenze Group apply, which can be accessed via the following link: <https://www.lenze.com/en-fr/imprint>. However, any individual agreement agreed with the purchaser relating to the terms and conditions of access to and use of the software shall take precedence over this provision.
- 11.5 Any presentation materials provided to the purchaser by Lenze shall be used exclusively for the presentation of Lenze products. In the event of a breach of this provision, Lenze shall be entitled to take back the aforementioned materials, of which it is the sole owner, and to initiate any claim or action. The purchaser undertakes to return the media to Lenze on first request. If the business relationship is terminated, the customer is also obliged to hand over the presentation materials to Lenze.

12 Confidentiality

- 12.1 The parties undertake to keep strictly confidential all information (in particular data and documents) concerning them (hereinafter collectively referred to as "information") brought to their knowledge orally, in writing or in any other form in the context of their commercial relationship - even prior to the conclusion of the GTC and sales contracts - for the duration of the commercial relationship plus three (3) years, on a strictly confidential basis and - unless absolutely necessary for the performance of the GTC and sales contracts - not to retain it, disclose it to third parties or use it for their own purposes. This stipulation also applies to information from other companies in the group to which the parties may belong. It does not matter whether this information has been marked as secret, confidential or similar. However, Lenze protects this information by physical precautions and/or by contractual security mechanisms, including this agreement. Lenze expressly reserves the right at any time to specify additional information to the Customer separately, for example by e-mail, but is not obliged to do so.
- 12.2 The obligation of confidentiality does not apply to information:
- Proven to have been manifestly known to the other party prior to entering into a commercial relationship with the other party; or,
 - Which is publicly known without any breach of confidentiality by either party; or,
 - Which is disclosed to the other party by a third party without breach of an obligation of confidentiality; or,
 - Which must be disclosed by reason of an enforceable administrative or judicial decision or applicable law or regulation. In this case, the party concerned must inform the other party in writing, prior to disclosure, so that

the other party has the opportunity to obtain a stay of execution of the said decision.

In the event of exceptional circumstances justifying the disclosure of confidential information, the burden of proof lies with the party disclosing the information.

- 12.3 The parties are only authorised to disclose the existence of their business relationship to third parties, and in particular to quote the other party as a reference, with the prior written consent of the other party. Press releases or other public statements must also be approved in advance. The above provisions do not apply if they contravene mandatory legal provisions.

13 Export

The purchaser has the obligation to comply with all national and international export control and sanctions legislation and regulations applicable to our products, software, technology, and services (collectively “goods”), in particular those of the United Nations, the European Union, France and the United States (collectively “Export Control Regulations”). Listed dual-use products must not be imported into free zones or free warehouses. This obligation shall only apply to the extent it does not lead to a violation of so-called anti-boycott regulations under EU or French law.

14 Due diligence in the supply chain

Lenze endeavours to ensure that appropriate organisational measures are in place in its business area to fulfil its human rights and environmental due diligence obligations at all times. If Lenze has reason to believe that any of the aforementioned obligations are being violated in its business area, it will immediately take the measures required of it by law. Lenze strives to ensure compliance with these obligations throughout its supply chain

15 Protection of personal data

- 15.1 Lenze SAS is the data controller for the processing of personal data (hereinafter referred to as "data") relating to the purchaser's staff members. In this regard, each party acts as data controller of the data processing of the other party's staff members carried out in performance of the GTC and contracts entered into. In this respect, each party:
- Declares that it processes data in compliance with its legal and regulatory obligations, in particular in accordance with Regulation No. 679/2016 on the protection of personal data (hereinafter referred to as "GDPR") and Law No. 78-17 on Data Processing, Data Files and Individual Liberties (hereinafter referred to as "LIL") or any other applicable national data protection legislation;
 - Declares that it implements organisational and technical measures to protect data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure and/or unauthorised access;

- Declares that it has selected sub-contractors offering adequate guarantees for the protection of the integrity, confidentiality and security of the data;
- Remains solely responsible for (i) compliance with the provisions of the GDPR and the LIL or any other applicable national legislation, (ii) data processing that it implements on its own behalf, (iii) any damage caused by their respective subcontractors relating thereto.

15.2 At the first request of the purchaser, Lenze will provide the purchaser with its privacy policy informing the purchaser's employees of the processing carried out by Lenze, their rights and how to exercise them. If a member of the purchaser's staff believes that his/her data has been processed in contravention of the provisions of the GDPR or the LIL, he/she may submit a complaint to the CNIL via the online complaints service or by post to the following address: CNIL - Service des Plaintes - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07.

16 Final provisions

- 16.1 In the event that one of the provisions of the GTC is considered null and void, unwritten or invalid by virtue of a legal or regulatory provision or a court ruling with res judicata, the other provisions will remain in force. The parties undertake, where applicable, to replace the invalid or unwritten provision with a valid provision.
- 16.2 The fact that Lenze does not rely on any of the GTC at a given time shall not be interpreted as a waiver by Lenze of its right to do so at a later date.
- 16.3 All periods expressed in days are calendar days, unless otherwise stipulated.

17 Jurisdiction and applicable law

- 17.1 The GTC and more generally the contractual and commercial relations between Lenze and the purchaser are governed by French law, to the exclusion of uniform private international law created by international conventions, in particular the United Nations Convention on the International Sale of Goods.
- 17.2 In the event of a dispute between the Parties relating to the negotiation, conclusion, performance and/or termination of the GTC and all subsequent provisions, and more generally relating to the contractual and commercial relationship between Lenze and the purchaser, the courts within the jurisdiction of the Paris Court of Appeal shall have jurisdiction.