Location Ackerstr. 45
8610 Uster
Phone +41 43 399 14 14
Website www.Lenze.com

General Terms and Conditions

Last amended: July 2026

General Terms and Conditions of Sale

1 Scope of Application, Form 3
2 Conclusion of Contract 3
3 Deadlines and Delay in Delivery 4
4 Delivery, Passing of Risk, Acceptance, Default in Acceptance 5
5 Prices and Terms of Payment 5
6 Buyer Warranty Claims for Defects 7
7 Other Liability 8
8 Limitation 9
9 Product life cycle 9
10 Intellectual Property Rights 9
11 Confidentiality 10
12 Export 11
13 Due diligence in the supply chain 11
14 Choice of Law and Place of Jurisdiction 11

1 Scope of Application, Form

1.1 These General Terms and Conditions of Sale (GTCS) apply to all business relations between the companies of the Lenze Group and their Buyers ("Buyers"). The GTCS shall only apply if the Buyer is an entrepreneur and is purchasing the goods in the course of its commercial or professional activities (not a consumer transaction).

1.2 The GTCS apply in particular to agreements on the sale and/or delivery of movable goods ("Goods"), irrespective of whether we produce the goods ourselves or purchase them from suppliers). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or at any rate in the version last transmitted to them in writing shall also apply to similar future agreements without our having to refer to them again in each individual case.

1.3 The goods may only be used for commercial, business, craft or professional purposes. Resale to consumers is prohibited.

1.4 Our GTCS shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become an integral part of the agreement if and to the extent that we have expressly consented to their validity. This consent requirement shall apply in any case, for example even if we carry out the delivery to the Buyer without reservation, in knowledge of the Buyer's general terms and conditions.

1.5 Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTCS in any case. Subject to evidence to the contrary, a written agreement or our written confirmation shall be definitive for the content of such agreements.

1.6 Legally relevant declarations and notices of the parties relating to the agreement (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in case of doubts about the legitimacy of the declarator, shall remain unaffected.

1.7 References to the applicability of statutory provisions are provided only for clarification. Therefore, even without such clarification, the statutory provisions shall apply, to the extent they are not directly amended or expressly excluded in these GTCS.

1.8 In the case of framework agreements and continuing obligations, the Buyer shall be notified in writing of any amendments to the GTCS. They shall be deemed approved unless the Buyer raises an objection in writing within one month of receipt of the notification. We shall make special reference to this consequence. 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 Conclusion of Contract

2.1 Our proposals are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans,

evaluations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form – to which we reserve property rights and copyrights.

2.2 The ordering of the Goods by the Buyer shall be deemed to constitute a binding offer to conclude a contract.

2.3 Acceptance can be provided either in writing (e.g. through order confirmation) or through delivery of the Goods to the Buyer within 14 days after receipt of the order, unless otherwise specified in the order.

3 Deadlines and Delay in Delivery

3.1 Deadlines shall be agreed individually or specified by us upon acceptance of the order.

3.2 In cases of force majeure we are released from the obligation to deliver or accept for the duration and to the extent of the effects. Force majeure is any unforeseeable and extraordinary event beyond our control which unavoidably prevents us in whole or in part from fulfilling our contractual obligations for delivery and acceptance and which could not have been averted or rendered harmless even with reasonable care. Force majeure in this sense includes, in particular, unforeseen natural disasters, fire damage, hacker and/or cyber attacks that cannot be avoided with appropriate technical and organisational measures, attacks on critical infrastructure, industrial action (strikes and lawful lock-outs), unexpectedly occurring pandemics or epidemics as well as operational disruptions or official decrees for which we are not responsible as well as supply difficulties and other disruptions in performance on the part of our suppliers,.

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 the products which were not delivered during this time shall be delivered subsequently after it has ended. Notwithstanding the foregoing, each party is entitled to withdraw from the orders affected by this condition if force majeure lasts for more than eight (8) weeks from the agreed delivery date. The right of each party to terminate the agreement for good cause in case of prolonged force majeure shall remain unaffected.

3.3 The occurrence of our delivery delay shall be determined according to statutory provisions. The supplier may make partial deliveries. In the event of delays, the customer must grant the supplier a reasonable period of time for subsequent performance. If the grace period is not met and a further delay is unreasonable for the customer, the customer may declare the contract terminated, provided that the customer gives notice within three business days of the expiration of the grace period. If the supplier is demonstrably at fault for the delay, the customer is entitled to compensation for actual damages despite subsequent performance or termination of the contract. Our statutory rights, especially in case of exclusion of

the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

4 Delivery, Passing of Risk, Acceptance, Default in Acceptance

4.1 The delivery is made ex warehouse, which is also the place of performance for the delivery and any subsequent performance. Upon request and at the expense of the Buyer, the Goods will be shipped to a different destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment at our discretion (in particular, the transport operator, shipping route, packaging).

4.2 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer upon handover at the latest. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the Goods, as well as the risk of delay, shall already pass upon delivery of the Goods to the forwarding agent, the carrier or any other person or institution designated to deliver the Goods. To the extent acceptance has been agreed upon, this shall be decisive for the passing of risk. In all other respects, the statutory provisions of laws governing contracts for work and services shall also apply mutatis mutandis to agreed acceptance. If the Buyer is in default of acceptance of delivery, this is equivalent to delivery and/or acceptance.

4.3 If the Buyer is in default of acceptance, if they fail to engage in an act of cooperation or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For each month of storage or part thereof, we shall charge storage fees in the amount of 0.5% of the price of the product accepted late, but not totalling more than 5% of the price of the product accepted late, beginning with the delivery deadline or – in the absence of a delivery deadline – upon notification of readiness for despatch of the Goods.

The proof of higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum is to be credited against further monetary claims. The Buyer reserves the right to demonstrate that we have not suffered any damage or that the damage is significantly less than the aforementioned lump sum.

5 Prices and Terms of Payment

5.1 Unless otherwise agreed on an individual basis, our prices current at the time of conclusion of contract shall apply, ex warehouse, subject to statutory value-added tax.

5.2 In case of sale by delivery to a place other than the place of performance (Section 4.1), the Buyer shall bear the transport costs ex warehouse and the costs of transport insurance, if desired by the Buyer. We will either invoice the transport costs actually incurred in the individual case or agree on a lump sum for transport

costs (excluding transport insurance). Any customs duties, fees, charges, taxes and other public levies shall be borne by the Buyer.

5.3 Packaging, loading, freight and insurance costs, as well as assembly and commissioning costs, shall be invoiced separately. The same shall apply to application software. The Buyer shall be charged separately for fees and costs for the procurement and authentication of certificates of origin, consular invoices, permits, etc.

5.4 When standard equipment is sold, planning work, supplementary work and other engineering services are not part of the standard service and are not included in the prices. Documentation is provided by standard operating manuals and standard wiring diagrams. Circuit diagrams and project planning with regard to the specific drive case are not part of our services, nor are the mains in-feed, switch-on control, external control and linking.

5.5 We shall be bound to the prices agreed for an order for four months after conclusion of contract. If longer periods have been agreed upon for the provision of the delivery or service, we shall be entitled, in the event of an increase in the cost of materials or labour, to add a pro-rated surcharge for the increase in costs that has occurred on the basis of the original price calculation. The provision in this Section 5.5 shall not apply to prices for which a material price surcharge has been agreed upon in accordance with the following Section 5.6.

5.6 If and to the extent that a material price surcharge is agreed upon in an order for servo synchronous motors, the following shall apply: Servo synchronous motors use magnets containing the raw materials neodymium and dysprosium (so-called “rare-earth elements"). These commodities, which are subject to strong price fluctuations, were calculated using a base value from March 2011 or lower in the price calculation.

The material price surcharge shall be calculated if there is an increase in price between the March 2011 base value and the current value at the time of invoicing. The price in March 2011 for both raw materials (by kilogram of material incorporated in the respective engine) and the prices at the time of invoicing, provided that this is not later than 5 days after delivery, shall be compared; otherwise the day of delivery of the respective engine shall be decisive for the calculation. The prices quoted on Asian Metal (www.asianmetal.com) shall be decisive in each case. Price increases occurring in relation to March 2011 – based on the weight of the two raw materials contained in each motor – shall be calculated in addition to the contractually agreed price.

With respect to further details of the material price surcharge, please refer to the below website https://www.lenze.com/en-de/material-price-surcharge/.

5.7 The purchase price shall be due and payable within 30 days net from invoicing and delivery or acceptance of the Goods. However, even in the context of an ongoing business relationship, we reserve the right at any time to make delivery, in whole or in part, subject to advance payment. We shall notify the Buyer of such reservation no later than in the order confirmation.

5.8 Upon expiry of the aforementioned payment period, the Buyer shall be deemed to be in default. During the period of default, interest shall accrue on the purchase price

at the statutory default interest rate applicable from time to time. We reserve the right to claim further damages resulting from the default (including reminder and collection costs) in accordance with the applicable statutory provisions.

5.9 The Buyer shall only be entitled to rights of set-off or retention to the extent their claim has been legally established by the final judgement of a court of law. In case of defects in the delivery, the Buyer's counter rights shall remain unaffected, in particular in accordance with Section 6 of these GTCS.

5.10 After conclusion of the contract, it becomes apparent that our claim for payment of the purchase price is jeopardized due to the Buyer’s lack of financial capacity (e.g. payment default, application for the opening of insolvency or composition proceedings, exceeding of credit limits), we shall be entitled, in accordance with the statutory provisions, to demand the provision of security and to withhold our deliveries/services until such security has been provided. If the requested security is not provided within a reasonable period of time, we shall be entitled to withdraw from the contract or, in the case of continuing obligations, to terminate the contract for good cause. Furthermore, we shall be entitled to perform further deliveries, in whole or in part, only against advance payment.

6 Buyer Warranty Claims for Defects

6.1 Unless otherwise specified below, the statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions).

6.2 The basis of our liability for defects shall be exclusively the agreement reached on the quality of the Goods. All product descriptions and manufacturer specifications incorporated in the individual agreement shall be deemed to be an agreement on the quality of the Goods.

6.3 To the extent that the agreed quality has not been specified, it shall be determined in accordance with the statutory provisions of the Swiss Code of Obligations (CO) whether a defect exists. We shall not be liable for public statements made by the manufacturer or other third parties (e.g. advertising claims) on which the Buyer has not specifically informed us that they were material to its purchasing decision

6.4 As a general rule, we shall not be liable for defects of which the Buyer is aware at the time when the agreement is concluded. As a matter of principle, we shall not be liable for defects known to the Buyer at the time of conclusion of the contract. Furthermore, any claims for defects by the Buyer require that the Buyer inspects the goods as soon as practicable in the ordinary course of business after delivery and notifies us in writing without undue delay of any defects discovered (duty to inspect and notify defects pursuant to the Swiss Code of Obligations). If the Buyer fails to carry out a proper inspection and/or to give timely notice of defects, the goods shall be deemed approved and claims for defects shall be excluded in accordance with the statutory provisions.

6.5 Warranty claims do not exist if and insofar as the deviations in the quality of the goods are due to installation errors on the part of the buyer, omitted or faulty maintenance, improper repairs, modifications or normal wear and tear of the goods.

6.6 If the delivered item is defective, we may initially choose whether to provide supplementary performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.

6.7 The parties agree that (i) a rectification of defects or a subsequent delivery by Lenze within the scope of the agreed warranty shall neither expressly nor tacitly be construed as an acknowledgement in the legal sense and (ii) neither a rectification of defects nor a subsequent delivery by Lenze shall be construed as a new delivery. A subsequent delivery or rectification does not trigger a new limitation period.

6.8 We are entitled to condition the performance of the required cure on the Buyer having paid the purchase price that has become due.

6.9 The Buyer shall give us the time and opportunity necessary for the subsequent performance owed, in particular hand over the rejected Goods for inspection purposes. In case of a replacement delivery, the Buyer must return the defective item to us in accordance with the statutory provisions. Subsequent performance shall neither include the removal of the defective item nor its re-installation if we were not obliged to install it in the first place.

6.10 We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions if a defect is actually present. However, we will only reimburse the transport costs from or to the original place of delivery, unless the actual transport costs are lower. Otherwise, we may demand from the Buyer reimbursement of the costs incurred as a result of the unjustified request to remedy the defect (in particular, inspection and transport costs).

6.11 If supplementary performance has failed or if a reasonable period to be set by the Buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Buyer may withdraw from the purchase agreement or reduce the purchase price. However, there is no right of withdrawal in the case of a minor defect that does not significantly impair the goods' suitability for their intended use.

6.12 The buyer's right to terminate the contract at any time is excluded to the extent permitted by law.

7 Other Liability

We shall be liable exclusively for personal injury and property damage demonstrably caused to the Customer by a breach of contract attributable to us. To the extent permitted by law, liability shall be limited to the value of the order.

To the extent permitted by law, liability for slight negligence and for the conduct of auxiliary persons shall be excluded. Liability for indirect or consequential damages is

excluded. This applies in particular to loss of profit, production downtime, business interruption, and other purely financial losses. Mandatory statutory liability provisions and cases involving intent or gross negligence shall remain unaffected.

8 Limitation

8.1 The general statute of limitations for claims arising from defects in quality and defects in title shall expire 24 months after delivery of the Products (exception for partner products: HydroMec, ETP, CEG, Carpanelli and Bonani products: 12 months after delivery).

8.2 The above limitation periods shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the Goods. The Buyer's claims for damages according to Sections 7, as well as according to the German Product Liability Act, shall become time-barred solely in accordance with the statutory periods of limitation.

9 Product life cycle

The parties are aware that Lenze products are subject to a product life cycle ("PLC"), the duration of which is determined by Lenze at its own discretion in each individual case and which is therefore not contractually promised to the Customer in any way. The parties are aware that (after expiry of the agreed warranty period) spare parts will only be supplied by Lenze within the scope of the specific PLC on a non-binding basis, whereby Lenze in particular does not assume any procurement obligation with third parties. At the special request of the Customer in individual cases, Lenze shall inform the Customer in a binding manner that the specific product is in the end-of-life phase and that therefore the purchase of a current model, for example, should be considered. Within the framework of an ongoing warranty period, Lenze reserves the right to subsequently supply a compatible successor product, if necessary against payment of an additional price to be determined by Lenze at its reasonable discretion, "new for old", instead of repairing the purchased item.

10 Intellectual Property Rights

10.1 For all documents, objects, etc. provided to us for the purpose of delivery or performance, the Buyer shall be responsible for ensuring that the intellectual property rights of third parties are not infringed in the process. The Buyer shall indemnify us against claims by third parties and compensate us for any damage incurred. If we are prohibited from performance, manufacturing or delivery by a third party invoking an intellectual property right belonging to them, we shall be entitled – without review of the legal position – to discontinue the work and to demand compensation for the expenses incurred. Any documents, objects, etc. provided to us which have not led to the order shall be returned on request in exchange for reimbursement of costs. Otherwise, we shall be entitled to destroy them three months after submitting the proposal.

10.2 We shall reserve the ownership rights and copyrights to all samples, models, drawings, cost estimates, calculations and similar information of a tangible or intangible nature – also in digital form. This type of information must not be made available to third parties. If the Buyer receives such information in connection with contract initiation, they shall be obliged to return it to us free of charge if the agreement is not concluded.

10.3 To the extent software is embedded into the Goods, the Buyer shall have the non-exclusive right to use it in unmodified form in the delivered Goods. 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-de/imprint. Any individual contractual agreements shall take precedence.

11 Confidentiality

11.1 The Buyer obliges to keep strictly confidential all information (in particular data and documents) pertaining to us (hereinafter collectively referred to as "Information") to which they become privy in verbal, written or any other form – even if prior to conclusion of this agreement – (also by our service providers) during the term of this agreement and thereafter and – unless absolutely necessary for the performance of this agreement – not to record it, disclose it to third parties or to exploit it themselves. This also applies to Information of other companies of the Lenze Group. 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 to specify information separately to the Customer at any time, e.g. by e-mail, but shall not be obliged to do so.

11.2 The aforementioned confidentiality obligation shall not apply to Information that

- can be demonstrated to have already been known to the Buyer prior to the cooperation with us without obligation to maintain confidentiality, or
- is or becomes generally known without the Buyer being responsible for this, or
- is disclosed to the Buyer by a third party without breach of any confidentiality obligation, or
- must be disclosed on the basis of an enforceable official or judicial decision or a legal provision. In this case, the Buyer must notify us in writing prior to disclosure to give us the opportunity to obtain a protective court order.

The burden of proof for the existence of a legitimate exemption shall be borne by the Buyer.

11.3 The Buyer shall only be entitled to disclose the fact of the parties' cooperation to third parties, in particular to name us as a reference, with our prior written consent. Press releases or other statements to the public must be coordinated with us in advance. The above provisions shall not apply if and to the extent that they conflict with mandatory statutory provisions, in particular statutory disclosure requirements.

12 Export

The Buyer shall be obliged to comply with all applicable national and international export control and sanctions regulations, in particular those of the United Nations, the European Union, Germany and the United States. Listed dual-use products must also 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 of EU or German law.

13 Due diligence in the supply chain

Lenze shall endeavour to ensure that appropriate organisational measures are taken in its own business area in order to fulfil its human rights and environmental due diligence obligations at all times. If Lenze has a justified suspicion that one of the aforementioned obligations is being violated in its business area, it shall immediately take the measures incumbent upon it by law. Lenze endeavours to pass on its compliance with these obligations along its supply chain.

14 Choice of Law and Place of Jurisdiction

14.1 These GTC and the contractual relationship between us and the Buyer shall be governed by substantive Swiss law, to the exclusion of conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG/“UN Sales Convention”) shall not apply.

14.2 To the extent permitted by law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the registered office of the Seller. However, we shall also be entitled to bring proceedings against the Buyer at the Buyer’s registered office. Mandatory places of jurisdiction under the Swiss Private International Law Act (PILA) and, where applicable, under the Lugano Convention shall remain reserved.