

# SEW-Eurodrive, Inc.

## Terms and Conditions for Provision of Services

### 1. APPLICABILITY AND SCOPE

These terms and conditions for services ("Terms") are the only terms which govern the sale or provision of services ("Services") by SEW-Eurodrive, Inc. ("Service Provider") for this transaction with the purchaser of these Services ("Customer"). Notwithstanding anything herein, if a written contract signed by both parties is in existence covering these Services, those terms and conditions shall prevail over these Terms only to the extent they are inconsistent.

These Terms along with the terms and acknowledgments contained in the Quotation, Invoice, and/or Confirmation of Sale sent to Customer from Service Provider shall collectively be referred to as the "Agreement" and shall comprise the entire agreement between the parties, and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. These Terms shall prevail over any of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted such terms or purchase order. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not in any way modify or amend these Terms. Service Provider objects to any of Customer's differing terms and refuses to proceed thereunder. Where appropriate, these Terms shall serve as Service Provider's counteroffer to Customer's solicitation of Services from Service Provider. These Terms may only be amended or modified in a writing which specifically states it amends these Terms and is signed by Service Provider's authorized representative.

### 2. SERVICES

Service Provider shall provide the Services, and only the Services, to Customer as described in its Order Confirmation or Quotation (whichever is applicable) in accordance with these Terms.

### 3. PAYMENT TERMS

Customer shall pay the fees as set forth in the Order Confirmation or Quotation (whichever is applicable). Customer further agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred in connection with performance of the Services. Unless otherwise specifically agreed to, Customer shall pay all invoiced amounts Net 30 days from the date of Service Provider's Invoice.

Customer shall have no right of set off for disputed amounts due to Service Provider. In the event Customer does not provide payment to Service Provider as set forth herein, Service Provider may charge interest on any such unpaid amounts at a rate of 2.0% or the highest rate permissible by law applied and calculated daily and compounded monthly, suspend performance of all Services, or both. Unless otherwise specified by Customer via payment remittance, or otherwise agreed to by the Parties, all payments received shall be first applied to interest, then to the principal of the oldest outstanding invoices.

### 4. TAXES

Prices and fees do not include sales, use, excise, or other similar taxes, duties and charges imposed by any governmental authority on any amounts payable by Customer. Customer shall pay the amount of any such taxes or other charges or shall reimburse Service Provider for any amounts Service Provider is required to pay.

### 5. PERFORMANCE & DELIVERY DATES

Any indicated performance dates or dates of completion of Deliverables are approximate only and Service Provider reserves a reasonable time to fulfill all orders. Service Provider shall not be liable for any delays in delivery or performance by reason of force majeure or causes beyond Service Provider's reasonable control.

### 6. CHANGES

If either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of (i) the nature and likely time required to implement the change, (ii) necessary variations or additions to fees and other charges, (iii) likely effect of the change to the overall Services, and (iv) any other effect the change might have on the Agreement. The parties shall then negotiate and agree in writing to the terms of any change ("Change Order"). Service Provider shall not be bound by any Change Order unless signed by the Service Provider. Service Provider may, however, change the Services without consent of Customer provided that such changes do not materially affect the nature, scope, or fees of the Service.

### 7. CUSTOMER OBLIGATIONS

Customer shall cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may be reasonably requested by Service Provider for the purpose of performing the Services along with providing complete and accurate copies of all materials or information that Service Provider may reasonably request to carry out the Services. Customer shall also respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary to for Service Provider to perform Services in accordance with the requirements of this Agreement. Customer shall further obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

Where Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, Service Provider shall not be deemed to be in breach of any obligations under this Agreement or otherwise liable for any costs, charges, fees, or losses associated with such prevention or delay. Further, such delay shall not excuse Customer from any payment obligations under the Terms or as otherwise agreed to by the Parties.

### 8. REPRESENTATION AND WARRANTY

Service provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and shall do so in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

The Service Provider shall not be liable for breach of this warranty set forth above unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within 60 days of the time when Customer discovers or ought to have discovered that the Services were defective. Upon such notice, Service Provider shall, in its sole discretion, either repair/re-perform such Services (or the defective portion thereof) or credit/refund the price of such Services at the pro rata contract rate.

**THE REMEDIES SET FORTH IN THIS SECTION SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.**

**EXCEPT FOR THE WARRANTY SET FORTH ABOVE, SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

Furthermore, any equipment or components manufactured or created by third parties which may be contained in any Goods subject to Services are not covered by this Limited Warranty and are subject only to whatever warranty may be granted by the third party creator, if any.

### 9. REGULATORY LAWS OR STANDARDS

Customer shall comply with all applicable laws, regulations, and ordinances and shall obtain or maintain all necessary licenses, permissions, authorizations, consents, and permits including complying with all export and import laws and requirements, including Export Control requirements. This includes any and all privacy regulations, including, as applicable the GDPR. Customer shall not seek out or use the Services in any manner that violates any state, federal, or international laws or Service Provider's Corporate Social Responsibility Program, available at <http://v5.ptipilot.com/Social.pdf>. Provider may terminate this Agreement if it becomes aware of any violation of law by Customer, or if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Services or any goods related thereto.

### 10. DAMAGES and LIABILITY ; LIMITATION OF

**IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY LOSS OF USE, OPERATION, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE. THIS APPLIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, TORT, OR OTHERWISE EXCEED THE AMOUNTS PAID TO SERVICE PROVIDER FOR THE SERVICES PROVIDED HEREUNDER. THIS LIMITATION OF LIABILITY, HOWEVER, SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM SERVICE PROVIDER'S OWN GROSS NEGLIGENCE OR WILLFUL CONDUCT.**

### 11. TERMINATION; DEFAULT; INSOLVENCY

In addition to, and without limitation of, any other remedies provided to Service Provider by these Terms or by law, Service Provider may terminate this Agreement, and any other agreement with Customer, with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount due under this Agreement, (b) has not performed or complied with or otherwise defaulted on the obligations under this Agreement, or (c) becomes insolvent, files a petition for bankruptcy, undergoes a substantial change of ownership, or commences or has commenced against it any proceeding related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Any order placed and accepted by the parties or otherwise in the process of fulfillment is not subject to cancellation unless agreed to in writing by an authorized representative of Service Provider. Cancellations may be subject to any reasonable charges based upon expenses incurred and commitments made by Service Provider prior to cancellation.

Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing under this Agreement to the extent such failure or delay is the result of force majeure.

### 12. INSURANCE

During the term of this Agreement, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms.

### 13. INTELLECTUAL PROPERTY, CONFIDENTIAL INFORMATION

Unless specifically granted in writing by a designated Officer of Service Provider, nothing in this Agreement or related to this transaction in any way grants Customer any ownership or other interest in any of Service Provider's Intellectual Property Rights, which Service Provider shall retain in full. Furthermore, Customer shall have no right to use or disclose any of Service Provider's confidential information or trade secrets absent express written permission. Confidentiality or Non-Disclosure Agreements may only be entered into by an authorized representative of Service Provider.

### 14. MISCELLANEOUS

All matters arising out of or related to this Agreement are governed by and construed in accordance with the laws of South Carolina without effect to any choice or conflict of law rules or provisions. The parties hereby submit to the sole and exclusive jurisdiction of the state or federal courts of South Carolina for all disputes, actions, or proceedings arising out of or related to this Agreement. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the express prior written consent of Service Provider, and all purported assignments or delegations in violation of this Agreement shall be null and void. No amendment or waiver by Service Provider of any provision of this Agreement is effective unless set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any provision or right granted thereby of this Agreement shall be construed as waiver thereof. If any term or provision of this Agreement is found invalid, illegal, or unenforceable in any relevant jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement; nor shall it strike, invalidate, or render unenforceable or ineffectual such term or provision in any other jurisdiction. The terms and provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. However, nothing herein, express or implied, is intended or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. Provisions of these Terms which by their nature should apply beyond the term of this Agreement or transaction will remain in force after any termination or expiration thereof; this includes, by way of example, the following terms or provisions: compliance with laws, confidential information, intellectual property, limitation of liability, limitation of damages, waiver, governing law, submission to jurisdiction, assignability, and survival.