

BYSTRONIC INC.
TERMS AND CONDITIONS OF SALE
Effective Date October 29, 2025

1. Scope. These Bystronic Inc. terms and conditions of sale (the "Terms") apply to every contract for the sale or license of Goods, software or services by Bystronic, as listed in the applicable Sales Order.
2. Definitions. The following terms have the meanings indicated (whether in their singular or plural form):
 - a. "Acceptance" means that the Buyer has accepted the Goods as evidenced by execution of a handover certificate or other document, Buyer has commenced operation or use of the Goods, or Buyer is deemed to have accepted the Goods in accordance with Section 9 hereof.
 - b. The term "Agreement" means the Terms and the following:
 - i. Any BYSTRONIC proposal, bid or similar document setting forth the prices of any Goods, software or services;
 - ii. The Sales Order and any other documents or forms issued by BYSTRONIC relating to the Goods, software or services; and
 - iii. Any other document signed by an authorized representative of BYSTRONIC relating to the purchase or license of the Goods, software or services.
 - c. The term "Buyer" means the original entity purchasing or licensing the Goods, software or services from Bystronic or the lessee or borrower pursuant to Section 13. f.
 - d. The term "Buyer's Site" shall mean the place where the Goods or software is installed, or the services are performed, by a Bystronic representative (if applicable), or the place to which the Goods or software is shipped, as indicated by the Agreement.
 - e. A "ByCare Service Contract" is a contract between the Buyer and Bystronic for Bystronic to provide Product maintenance and repair for a fixed period of time after the original Product warranty expires.
 - f. The term "BYSTRONIC" means Bystronic Inc. or its affiliated company that sold or licensed the Goods, software or service to the Buyer.
 - g. "Commissioning" means the commencement of the operation of the Product.
 - h. "Contractual value" means the price paid by the Buyer for any Goods, software or service (or portion thereof) that fails to comply with the applicable limited warranty contained herein.
 - i. The term "Customized Tool" means application specific special tools which are not Standard Tooling.
 - j. "Delivery" means BYSTRONIC has delivered (or caused to be delivered) the Goods or software in accordance with the applicable delivery term.
 - k. "Goods," when used herein, refers to Products, Parts and Tooling.
 - l. "Parts" mean Replacement Parts and Refurbished Parts.
 - m. The term "Product" means a machine, product or equipment, or accessories, combinations, or components thereof, sold or licensed by Bystronic to the Buyer.
 - n. "Installation" means the assembling of the Product or installation of the Goods or software at the Buyer's Site.
 - o. "Refurbished Parts" mean used replacement parts or components, spare parts or components, or service parts or components provided by Bystronic that are refurbished or repaired and are used for repairs or maintenance
 - p. "Replacement Parts" mean new replacement parts or components, spare parts or components, or service parts or components provided by Bystronic that did not come assembled as part of a Product and are used for repairs or maintenance.

- q. The term "Standard Tooling" shall mean press brake tooling as published and available in the Bystronic Standard Tooling Catalog.
 - r. "Tooling" means Customized Tools and Standard Tooling.
 - s. The term "UCC" means the Uniform Commercial Code as presently enacted in the State of Illinois and any subsequent amendments thereto.
 - t. "Warranty Remedy Period" means the period of time during which Goods, software or services is warranted by Bystronic.
 - u. "Warranty Start Date" means, (1) with respect to Products, the date of Acceptance or, if Installation or Commissioning has been delayed by the Buyer or the Buyer refuses to accept the Product in writing, the date on which Installation and Commissioning is substantially complete, (2) with respect to Parts or Tooling, the date of Installation as listed on the applicable Bystronic service report or, if no on-site Installation was performed by a Bystronic representative, the date of delivery of the Part or Tooling, (3) with respect to services, the date of substantial completion of the services, and (4) with respect to software, the date of delivery.
3. General. The execution of the Sales Order by Buyer constitutes an offer to purchase or license the Goods, software and/or services specified therein. As such, it is subject to acceptance by BYSTRONIC at its home office in Hoffman Estates, Illinois, USA. Such acceptance will be indicated by Bystronic executing the Sales Order. ACCEPTANCE BY BYSTRONIC OF BUYER'S ORDER OR BUYER'S ACCEPTANCE OF BYSTRONIC'S PROPOSAL, IS LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF AND ASSENT TO THE TERMS. ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN THE PURCHASE ORDER OR OTHER DOCUMENTS ISSUED BY BUYER TO BYSTRONIC ARE HEREBY EXPRESSLY REJECTED BY BYSTRONIC. BUYER ACKNOWLEDGES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ITS PURCHASE ORDER OR OTHER DOCUMENTS, RECEIPT AND ACCEPTANCE BY BUYER OF THE GOODS, SOFTWARE OR SERVICES SHALL CONSTITUTE ACCEPTANCE BY BUYER OF THE TERMS. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY AN OFFICER OF BYSTRONIC. BYSTRONIC SALES PERSONNEL AND DISTRIBUTORS ARE NOT AUTHORIZED TO ACCEPT ORDERS ON BEHALF OF BYSTRONIC. In the event of a conflict or inconsistency between the proposal or Sales Order and the Terms, the proposal or Sales Order shall prevail. Typographical or clerical errors in a proposal, Sales Order, or invoice, including prices, are subject to correction by Bystronic.
4. Prices. All prices are stated in U.S. Dollars. All prices are DDP port of entry for Goods not manufactured in the USA, or FCA Bystronic's facility for Goods manufactured in the USA pursuant to Incoterms 2020, unless otherwise agreed to and stated on the Sales Order. All Prices are exclusive of city, state, or federal taxes and Canadian or Mexican customs, duties and fees, which are paid by Buyer. All applicable U.S. customs or duties, Installation, and Commissioning are included in the price, unless otherwise stated in the Sales Order. Bystronic reserves the right to pass through extraordinary increases in the direct costs of Goods to the Buyer during the period of time between order and delivery. Bystronic reserves the right to assess interest on any amount that is past due at the rate of 1.5% per month, unless this rate exceeds the highest rate permitted by law, in which event the rate shall be the highest rate permitted by law. Buyer will pay all invoice amounts without setoff or deduction of any kind, and Buyer will not withhold payment for any item on any invoice that is not then the subject of a bona fide dispute. Buyer will pay all costs and expenses (including but not limited to reasonable legal fees) incurred by Bystronic to collect late payments or other amounts due from Buyer.

5. Shipment. Unless otherwise agreed by Bystronic in writing, under no circumstances shall Buyer have the right to delay shipment, delivery or Acceptance of Goods or software, and all Goods are manufactured on a “make and ship” basis. Buyer agrees to release for shipment and accept Goods on this basis. Unless otherwise mutually agreed upon in writing, Products shall be shipped with the cost of land freight prepaid and added to the Buyer’s invoice. Where the scheduled delivery of Goods is delayed by the Buyer, BYSTRONIC may deliver such Goods by moving them to storage and Buyer shall be liable for any storage charges in effect during such storage. Should the carrier designated by Buyer fail to pick up the Goods or software within two (2) days after being given notice, BYSTRONIC reserves the right to select and make shipment by an alternate carrier and charge Buyer for such shipment.
6. Risk of Loss; Title; Security Interest. Risk of loss to any Goods or software shall pass to Buyer on the earlier to occur of (a) delivery in accordance with the applicable delivery term and (b) delivery to storage as permitted by Section 5 hereof. Notwithstanding anything to the contrary contained in the Agreement, title to any Goods shall not pass to Buyer until the price therefor has been received in full by Bystronic. BYSTRONIC reserves, and Buyer hereby expressly grants to BYSTRONIC, a purchase money security interest in the Goods until the purchase price therefor has been received in full by Bystronic. BYSTRONIC shall retain its electronic locking key related to the Product until the price for such Product has been received in full by Bystronic. Buyer agrees to execute, and hereby appoints BYSTRONIC as its attorney-in-fact, which appointment is coupled with an interest, to execute on Buyer’s behalf, any documents requested by BYSTRONIC which are necessary for further creation, attachment or perfection of its security interest in the event less than ninety percent (90%) of the Contractual Value has then been received by Bystronic. If Buyer defaults under the Agreement or any other obligation due to BYSTRONIC, BYSTRONIC will have all the rights of a secured creditor under the UCC with respect to Goods for which Bystronic has not received payment in full. If any Goods are placed on any real property subject to any mortgage, lien, or any encumbrance, Buyer shall provide Bystronic with all documentation as may be required by Bystronic to ensure that the Goods are not subject to any lien imposed by such mortgage, lien or other encumbrance, and ensure that BYSTRONIC is entitled to access the Goods in case of a default. Buyer agrees the Goods shall remain personal property at all times while any portion of the purchase price therefor has not been received by Bystronic.
7. Delays. The shipping date is estimated upon the basis of immediate receipt by BYSTRONIC of the signed Sales Order, payments as due, and all information required to be furnished by Buyer. BYSTRONIC will use commercially reasonable efforts to ship by the estimated shipping date, subject to delays caused by any Force Majeure Event.
 - a. If the Buyer requests or causes a change in Bystronic’s planned schedule of engineering, fabrication or delivery and such change results in additional expense to Bystronic, an equitable adjustment in the price and schedule may be made by Bystronic and the Agreement amended accordingly.
 - b. If the Buyer anticipates that it will be unable to accept delivery at the scheduled delivery time, Buyer shall immediately notify Bystronic in writing, stating the reason for the delay and a proposed revised delivery time when Buyer would be able to accept delivery.
 - c. If the Buyer fails to accept delivery at the scheduled delivery time, Buyer shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. Bystronic shall arrange for storage of any Goods that cannot be delivered at the risk and expense of the Buyer. Bystronic shall also, if the Buyer so requires, insure such Goods at the Buyer’s expense.

- d. If, for any reason for which Bystronic is not solely responsible, the Buyer fails to accept delivery at the scheduled delivery time, Bystronic may by notice in writing terminate the Agreement (in whole or in part). Bystronic shall then be entitled to compensation for all damages or losses it has suffered by reason of Buyer's default.
- 8. Production Estimates. Production data, when given, is estimated only based upon the Goods being maintained and operated under normal working conditions with competent, trained operators and maintenance personnel. Unless otherwise expressly agreed upon by Bystronic in the Agreement, production estimates are approximate and are not guaranteed or warranted, and Bystronic makes no warranty or representation regarding part accuracies Buyer will achieve.
- 9. Installation and Acceptance.
 - a. Supervision and specialized technical aspects of Installation and Commissioning of the Product must be carried out by BYSTRONIC's personnel. Buyer is responsible for assistance to the Installation and Commissioning personnel, including but not limited to physical support and rigging of the Product, as required by such personnel.
 - b. Upon substantial completion of the Installation and Commissioning, Buyer has one of three options:
 - i. Accept the Product immediately which means the Product is operating in accordance with all BYSTRONIC specifications for such Product;
 - ii. Accept the Product with conditions, meaning the Product is operating in substantial accordance with BYSTRONIC specifications, but minor features may need to be finished or repaired; or
 - iii. Fail to perform either (i) or (ii) above, in which case Buyer authorizes BYSTRONIC to immediately disable the Product from functioning until Buyer accepts the Product under either (i) or (ii) above.
 - c. With respect to Goods that do not require such Installation and Commissioning, Buyer may inspect such Goods delivered in a reasonable time, place and manner; provided, however, that inspection for obvious defects must occur within five (5) days of delivery. Buyer shall give written notice of rejection to Bystronic within two (2) days after completion of inspection. Acceptance shall be deemed to occur after such two-day period, absent notice of rejection. With respect to any such Goods properly rejected hereunder, Bystronic shall have a commercially reasonable time thereafter in which to cure by tendering conforming Goods.
- 10. Cancellation by BYSTRONIC; Remedies for Breach. BYSTRONIC may, by written notice to Buyer and without any liability, cancel the Buyer's purchase of the Goods, software or services (in whole or in part) in the event Buyer:
 - a. Fails to perform any of the terms and conditions of the Agreement and does not cure such failure within a period of ten (10) days after receipt of written notice from BYSTRONIC specifying in reasonable detail such failure; provided, however, that no such cure period shall apply to Buyer's failure to pay any sums due Bystronic for the Goods, software or services;
 - b. In BYSTRONIC's sole discretion, has not established or maintained credit to promptly meet the payment terms of the Agreement or has defaulted on the payment terms of any other transaction with BYSTRONIC;
 - c. Becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, dissolution or similar proceedings; or
 - d. Is acquired by or merged into, or all or a substantial part of its assets are sold to, another party without Bystronic's prior written consent (not to be unreasonably withheld).

- e. Upon any such cancellation, Buyer shall be liable to BYSTRONIC for a cancellation charge in accordance with Section 11 hereof. As a non-exclusive alternative to cancellation, BYSTRONIC may, for any reason referenced in subsections (a)-(d) of this Section 10, if Buyer refuses to sign the handover certificate or otherwise accept a Product or refuses to begin operation of a Product after Installation and Commissioning is substantially complete, or reasonable grounds for insecurity arise, without any liability, do any one or more of the following:
 - i. Suspend any of its obligations hereunder (including BYSTRONIC's warranty obligations);
 - ii. Revoke any credit Buyer has and/or suspend further shipments until receipt of adequate assurance of performance from Buyer;
 - iii. Physically render the Product unusable (including, without limitation, by locking or disabling the Product), provided Bystronic will not lock out the Product if Buyer has paid all parts of the purchase price of Goods that are not then the subject of a bona fide payment dispute; and
 - iv. Exercise any and all of its rights as a secured creditor under the UCC.
- 11. Cancellation by Buyer.
 - a. For Products, Replacement Parts or Standard Tooling currently in stock in the U.S. and not built specifically to Buyer's specifications, Buyer may, by prior written notice to BYSTRONIC, cancel its Sales Order, subject to a cancellation charge to be paid to BYSTRONIC equal to ten percent (10%) of the total amount set forth in the Sales Order; or
 - b. For Products, Parts or Customized Tools built specifically to Buyer's specifications, Buyer will not be permitted to cancel any Sales Order with BYSTRONIC without BYSTRONIC's prior written consent (which may be withheld in Bystronic's sole discretion). If BYSTRONIC authorizes the cancellation of any such Sales Order, then Buyer shall be liable to BYSTRONIC as follows:
 - i. For cancellation of a Sales Order for such Products, Parts or Customized Tools for which BYSTRONIC's production is within thirty (30) days of the scheduled completion date, BYSTRONIC shall complete such production and hold such Products, Parts or Customized Tools for Buyer's disposition, with Buyer liable to BYSTRONIC for full payment within thirty (30) days after completion; or
 - ii. For cancellation of a Sales Order for such Products, Parts or Customized Tools for which BYSTRONIC's production is not within thirty (30) days of the scheduled completion date, Buyer shall pay BYSTRONIC thirty percent (30%) of the total amount set forth in the Sales Order.
- 12. Confidentiality and Non-Solicitation. BYSTRONIC may provide Buyer with confidential or proprietary information relating to the Goods, software or services, including but not limited to copies of certain prints, drawings, specifications, documentation and diagrams (collectively, the "Confidential Information"). Buyer agrees that it will only use the Confidential Information for the purpose of using, operating, repairing and maintaining the Goods, software or services (the "Permitted Purpose"). Buyer shall not utilize (or attempt to utilize) the Confidential Information to reverse engineer, duplicate, or simulate in any manner the Goods or software, except as required for the Permitted Purpose. Buyer agrees that the Confidential Information shall not be disclosed to any other person or entity (other than Buyer's employees with a need to know Confidential Information for the Permitted Purpose) without the prior written consent of BYSTRONIC. Buyer will take all necessary steps to ensure that the Confidential Information is kept secure from unauthorized disclosure. Confidential make copies of the

Confidential Information without the prior written consent of BYSTRONIC. Each of Buyer and Bystronic (the "Covenanting Party") agrees that, at any time during which Buyer is a customer of Bystronic, without the other party's prior written approval, the Covenanting Party will not, directly or indirectly, solicit or hire any employee or service provider of the other party for employment or other engagement by or on behalf of Covenanting Party; provided, however, that the foregoing provision will not prevent the Covenanting Party from engaging in a general solicitation of employment not specifically directed towards employees or service providers of the other party.

13. Limited Warranty. Except as otherwise expressly agreed upon in writing by an authorized representative of Bystronic, the following limited warranties are provided by Bystronic solely to the Buyer:

- a. **Goods and Services Warranty.** Bystronic warrants that the Goods and all components thereof manufactured by Bystronic shall, upon delivery, be and remain free from defects in material and workmanship, and that, upon performance, the services shall be and remain free from defects in workmanship, but, in each case, only for the following Warranty Remedy Periods. The standard Warranty Remedy Period for Products (excluding aftermarket Parts, Tooling and software) shall begin at the date of the machine sign-off or upon the start of commercial operation with the machines capability to process commercially saleable goods and shall end (i) twelve (12) months after the applicable Warranty Start Date and no later than (ii) eighteen (18) months after the date the Product was delivered should either warranty start date condition not apply. In order for the Buyer to maintain the designated product Warranty Remedy Period, the Buyer must execute and maintain an annual or semi-annual ByCare maintenance coverage contract with Bystronic during the Warranty Remedy Period without interruption. For limited Bystronic products available for coverage with Bystronic Fiber Warranty Premium and Cutting Warranty Premium, availability for extended coverage must be designated and listed as a line item in executed product sales order, a conditional Sixty (60) month warranty coverage will apply from the machine warranty start date. To maintain Fiber Warranty Premium and Cutting Warranty Premium coverage the buyer must maintain, annually renewed, a minimum of Bystronic supplied ByCare Standard maintenance coverage for the duration of the Sixty (60) month coverage period. Coverage for Fiber Warranty Premium on items, deemed failed as a result of manufacturing defects, includes the laser source internal components in example, power supplies and laser modules. Items covered under Cutting Warranty Premium, deemed failed as a result of manufacturing defects, include the Bystronic cutting head v2.2 and higher and the fiber cable if failed as a result of manufacturing defect or deemed failed as a result of a cutting head failure. The Fiber Warranty Premium & Cutting Warranty Premium coverage excludes items identified as consumable, with limited life span, as used in routine maintenance or consumed during the production process.
- b. The Warranty Remedy Period for Replacement Parts and Tooling shall end twelve (12) months after the applicable Warranty Start Date, and when a Replacement Part or Tooling fails and is replaced, the new Replacement Part or Tooling assumes only the unexpired Warranty Remedy Period of the replaced item. The Warranty Remedy Period for Refurbished Parts shall end ninety (90) days after the applicable Warranty Start Date; provided, however, that the Warranty Remedy Period for refurbished cutting heads is twelve (12) months after the applicable Warranty Start Date. The Warranty Remedy Period for services shall end ninety (90) days after the applicable Warranty Start Date.

- c. **Goods and Services Remedy.** If a non-conformity to the limited warranty contained in Section 13. a. is discovered during the applicable Warranty Remedy Period, and provided Buyer provides written notice of such non-conformity to Bystronic promptly after such discovery and within the applicable Warranty Remedy Period, Bystronic shall, in its sole and absolute discretion, either (i) repair or replace the portion of the Goods, or re-perform the portion of the services, that fail to comply with such limited warranty, or (ii) refund the purchase price applicable to the portion of the Goods or services that fails to comply with such limited warranty. If any portion of the Goods or services so repaired, replaced or re-performed fails to conform to the limited warranty contained in Section 13. a., and provided Buyer provides written notice of such non-conformity to Bystronic promptly after such discovery and within the original Warranty Remedy Period for the item repaired, replaced or re-performed, or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, Bystronic will repair or replace or re- perform the portion of the Goods or services that fails to comply with such limited warranty. Original parts or Tooling replaced with Replacement Parts or Tooling during the original Warranty Remedy Period for Products receive either the remainder of the Warranty Remedy Period for the Product or the Replacement Parts or Tooling warranty, whichever is greater. The original Warranty Remedy Period for such parts or Tooling shall not otherwise be extended. Buyer must provide Bystronic free access to the Goods in order for Bystronic to perform its warranty obligations. Bystronic will have a reasonable opportunity to inspect and test or re-test any Goods before return. Goods may not be returned to Bystronic without Bystronic's prior approval.
- d. **Items Covered and Items Not Covered by Warranty; Third-Party Manufactured Items.** Items covered and not covered by this limited warranty are listed in Section 14. a. and Section 14. b. Goods and all components thereof supplied by Bystronic but manufactured by third parties are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer may be available to Buyer. For limited Fiber Warranty Premium and Cutting Warranty premium coverage please refer to Warranty 13.a
- e. **Software Warranty and Remedies.** Bystronic warrants that, except as specified below, the software supplied by Bystronic will, when properly installed, execute in accordance with Bystronic's published specification. If a non-conformity to the warranty contained in Section 13. d. is discovered during the period ending one (1) year after the date of delivery, provided Buyer provides written notice of such non-conformity to Bystronic promptly after such discovery and within such period, including a reasonably-detailed description of the non-conformity and the manner of its discovery, Bystronic shall correct the non-conformity by, in its sole and absolute discretion, either (i) modifying or making available to the Buyer instructions for modifying the software; or (ii) making available at Bystronic's facility necessary corrected or replacement programs. Bystronic shall have no obligation with respect to any non-conformities in software resulting from (i) unauthorized modification of the software or (ii) the software interfacing with Buyer- supplied software. Bystronic does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Buyer, or that the software is free from errors which are commonly categorized by the computer industry as "bugs."
- f. **OTHER THAN THE LIMITED WARRANTIES CONTAINED IN SECTION 13, BYSTRONIC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, SOFTWARE OR SERVICES SOLD OR PROVIDED, THEIR QUALITY OR PERFORMANCE, OR THE RESULTS TO BE ACHIEVED BY BUYER FROM THEIR USE. THE BUYER IS**

ULTIMATELY RESPONSIBLE FOR DETERMINING GOODS SUITABILITY FOR A PARTICULAR APPLICATION. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED. THE REMEDIES STATED IN SECTION 13 ARE BUYER'S EXCLUSIVE REMEDIES, AND BUYER'S FAILURE TO COMPLY IN ALL RESPECTS TO THE AGREED PAYMENT TERMS IN ANY AGREEMENT WITH BYSTRONIC WILL VOID BYSTRONIC'S WARRANTIES.

- g. Bystronic's limited warranties are available only to the Buyer, including but not limited to a Buyer of a demonstration machine from Bystronic, and Bystronic's limited warranties are not assignable or transferrable by Buyer. For leased or financed Goods, software or services, Bystronic's limited warranties are also extended to the lessee or borrower. Goods and/or software that are resold or remarketed are not covered under Bystronic's limited warranties.

14. What is Covered and What is Not Covered by the Limited Standard Warranty.

- a. The cost of Parts, labor, travel, return shipping of failed Parts (including duties), unused Replacement Parts, and test or installation equipment associated with a covered warranty repair is paid by Bystronic.
- b. By way of example and not limitation, the Bystronic limited warranties do not cover any of the following items.
 - i. Any Goods or software which:
 - 1. has been improperly repaired or altered;
 - 2. has been subjected to misuse, negligence or accident, including but not limited to the use of Tooling for an application for which such Tooling is not designed;
 - 3. has been used in a manner contrary to Bystronic's instructions or operating manuals;
 - 4. is comprised of materials provided (or a design specified) by Buyer; or
 - 5. has failed as a result of ordinary wear and tear.
 - ii. Reimbursement for machine downtime – or lost productivity, lost profits or indirect losses or damages.
 - iii. Goods modifications carried out without Bystronic approval, including unapproved use or service by third parties.
 - iv. Consumables and parts replaced due to normal wear and tear are excluded from standard warranty coverage. Examples of wear parts include but are not limited to hard drives, filters, bellows, fiber cable upper and lower protective glass, and seals.
 - v. Use of third party spare or wear parts, including consumables.
 - vi. Operators not trained by Bystronic.
 - vii. Goods not operated or maintained according to the applicable operating or maintenance manual or Bystronic training.
 - viii. Goods fire, abnormal or improper use or excessive strain.
 - ix. Insufficient foundation or support, insufficient job site preparation by the Buyer or improper storage by Buyer.
 - x. Incorrect installation, carried out by the Buyer, operator or unauthorized third parties.
 - xi. Insufficient quality of mediums used such as substandard cutting gas, compressed air, or electrical power.
 - xii. Insufficient quality of material processed using the Goods.
 - xiii. Lightning strikes, electrical current peaks, or other Force Majeure Events that causes damage.

- xiv. Crashes involving Buyer parts or other obstacles and not caused by machine error.
 - xv. Damage which reasonably could have been reduced or prevented by the operator.
 - c. In relation to third party equipment, Bystronic is not responsible for providing working access to Bystronic Goods for warranty repairs, including disassembly and re-assembly of non-Bystronic supplied equipment, third party spare parts, or for providing transportation to or from any repair facility, all of which shall be at Buyer's risk and expense.
15. ByCare Service Contract. If applicable, both parties agree on the level of "Bystronic Care Package" in accordance with the Bystronic Inc. terms and conditions for ByCare Service Contracts, with the services and duration as described in the sales order. During the contracted period, the listed, ByCare coverage will be provided at no additional charge. Upon the expiration of the contracted period, the service package will automatically renew in one year intervals at current package pricing if not terminated by written notice to Bystronic two months in advance of expiration.
16. Limitation of liability. The liability of Bystronic, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or breach of the Agreement, including but not limited to the manufacture, sale, delivery, installation, repair, services or technical direction covered by the Agreement, whether arising in contract, tort, warranty, strict liability or otherwise, shall not exceed in the aggregate the Contractual Value. **BYSTRONIC, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS AND SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE BUYER, ITS SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THE AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY DEFECT IN, FAILURE OR MALFUNCTION OF THE GOODS, SOFTWARE OR SERVICES, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUES, LOSS OF CONTRACTS, COST OF CAPITAL OR INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR INEFFICIENCY, INCREASED EXPENSES OF OPERATION, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, CLAIMS OF BUYER OR CUSTOMERS OF BUYER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH DAMAGES ARE BASED ON CONTACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.** Bystronic is not under any circumstances responsible for expenses that may be incurred by Buyer in effecting cover or obtaining replacement products, parts, tooling, services or software. No warranty claim shall be asserted against Bystronic, its agents, employees, subcontractors or suppliers unless Bystronic is notified in writing of the breach of warranty prior to the expiration of the applicable Warranty Remedy Period, and no other suit or action shall be instituted or maintained against Bystronic unless it is filed in a court of competent jurisdiction within one year after the date the cause of action accrues, whether arising in contract, tort, warranty, strict liability or otherwise. This limitation of liability shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the Agreement, except to the extent such conflicting or inconsistent provisions further restrict Bystronic's liability.
17. Indemnification. Buyer agrees to indemnify, defend and hold BYSTRONIC harmless from and against all damages, losses, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and expenses) to the extent resulting from or related to (i) Buyer's use and/or resale of the Goods or services delivered or provided under the Agreement; (ii) damage to any Goods (or any portion thereof) while in Buyer's possession or while Buyer otherwise has the risk of loss hereunder; (iii) alterations made by Buyer (or by any third party at Buyer's direction) to any Goods or software; (iv) attachments, accessory items or parts added to any Goods which were not authorized in writing by

BYSTRONIC; (v) Buyer's breach of the Agreement; or (v) if the Products, Parts, Customized Tools or software delivered hereunder are to be prepared or manufactured according to Buyer's specifications, claims or liability for intellectual property infringement on account of such preparation or manufacture. BYSTRONIC agrees, solely during the applicable Warranty Remedy Period, to indemnify, defend and hold Buyer harmless from and against all damages, losses, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and expenses) to the extent resulting from or related to (i) damage to any Goods (or any portion thereof) while in BYSTRONIC's possession or while BYSTRONIC otherwise has the risk of loss hereunder; (ii) BYSTRONIC's breach of the Agreement; or (iii) if the Goods or software to be delivered hereunder are strictly prepared or manufactured according to BYSTRONIC's own specifications, claims or liability for intellectual property infringement on account of such preparation or manufacture. Notwithstanding the foregoing, Bystronic will have no obligation for any claim due to (a) Buyer's use of Goods or software in combination with other products or materials or in a manner not expressly authorized by Bystronic or that involves any modification of Goods or software, or (y) any Products, Parts, Customized Tools, or software made to Buyer's specifications or design. Indemnatee shall not be indemnified against the harm caused by its own negligence or willful misconduct, or the negligence or willful misconduct of indemnatee's employees, agents, representatives or subcontractors. Furthermore, this indemnification provision shall not negate the availability of tort defenses, such as contributory negligence, or alter any applicable rules regarding comparative fault. Indemnatee shall not be entitled to invoke this indemnification provision in an effort to expand any limitations of liability or exclusive remedies expressed in the Agreement. As a condition precedent to indemnification, the indemnatee is required to give reasonable written notice of the claim to indemnitor and give control of the defense of any such claim to indemnitor. Indemnatee shall also provide reasonable cooperation to the indemnitor in defending such a claim at the expense of the indemnitor.

18. Force Majeure. Bystronic shall not be responsible for failure to perform under the Agreement (or for any loss or damage) due to any cause(s) beyond Bystronic's reasonable control, including but not limited to incomplete or inaccurate information supplied by Buyer, acts of God, fires, floods, weather, accidents, riots, civil disobedience, war, acts of terrorism, strikes, work stoppage or slowdown, epidemics, pandemics, quarantines, governmental orders or requirements, supply chain disruptions, or inability to secure labor, equipment, raw materials or transportation (a "Force Majeure Event"). Notice to this effect shall be given promptly to Buyer. Any such Force Majeure Event, even though existing on the date of the Agreement or on the manufacturing start date, shall excuse Bystronic's performance during the existence of such Force Majeure Event, including any further delay reasonably incident to the resumption of normal production following such Force Majeure Event.
19. Entire Agreement. The Agreement is (i) a final written expression of all of the terms of the parties' agreement with respect to the subject matter of the Agreement and (ii) a complete and exclusive statement of those terms. The Agreement supersedes all prior agreements, understandings, representations or warranties, whether oral or written, between or by BYSTRONIC and/or Buyer with respect to the subject matter of the Agreement. No statement, recommendation or assistance made or offered by BYSTRONIC through its representatives in connection with suitability, capacity, performance or compliance with Buyer's specification of the Goods, software or services sold or provided shall constitute a waiver by BYSTRONIC of any provision hereof. No statements subsequent to the acceptance of the Sales Order shall be binding upon BYSTRONIC, nor shall the Agreement be amended or modified, unless agreed upon in writing by the Buyer and a duly authorized representative of BYSTRONIC. The Agreement shall remain effective as between BYSTRONIC and Buyer, regardless of any arrangements or agreement for financing of Buyer's purchase of the Goods,

software or services. The Agreement may be executed by original, facsimile, PDF or electronic signatures (including, without limitation, the use of an electronic signature commercial product (such as DocuSign), each of which when affixed shall be deemed to be and accepted as an original that is enforceable against the executing party.

20. Attorney's Fees. The prevailing party in any litigation arising out of or related to the Agreement shall be entitled to recover its reasonable legal fees and costs incurred in the prosecution or defense thereof from the non-prevailing party.
21. Non-Waiver. Failure by BYSTRONIC to enforce any rights under or to insist upon strict performance of any provision in the Agreement shall not constitute a waiver of any breach or a waiver of such provision, irrespective of the length of the time for which such failure continues.
22. Survival; Severability. Notwithstanding any expiration or cancellation of Buyer's order, Buyer shall remain obligated under all those provisions of the Agreement which expressly or by their nature could reasonably be expected to extend beyond and survive such expiration or cancellation. If any provision in the Agreement (or any portion thereof) shall be held to be void or unenforceable, the remaining provisions in the Agreement or any portion of any provisions of the Agreement not held void or unenforceable shall continue in full force and effect.
23. Assignment. The Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Bystronic may assign the Agreement to a buyer of all or substantially all of the assets of Bystronic. The Agreement shall not be assigned, in whole or part, by Buyer without BYSTRONIC'S prior written consent (which may be granted or withheld in Bystronic's sole discretion).
24. Governing Law. The Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of law principles and Bystronic and Buyer agree that any disputes arising under or in connection with the Agreement will be litigated, if at all, solely in the courts of the State of Illinois and/or federal courts located in the County of Cook and/or the City of Chicago, Illinois. BYSTRONIC and Buyer irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding, and agree to receive service of process by certified or registered mail or any other proper method and waive any objection which they may now or in the future have to venue or to convenience of any such court.
25. Intellectual Property. Notwithstanding Bystronic's delivery of Goods, software or services to Buyer, Buyer agrees that (a) Bystronic is the exclusive owner of and retains all right, title and interest in and to all inventions developed or conceived of by Bystronic (or its employees or affiliates), and all associated patent rights, (b) Bystronic is the exclusive owner of and retains all right, title and interest in and to all other intellectual property rights developed or acquired by Bystronic that relate to the Goods, software or services, and (c) Bystronic has not provided to Buyer any express or implied license to use any Bystronic trademark, service mark, trade dress, or trade name.
26. Privacy Consent Notice. Bystronic collects and maintains certain personal data in its business-to-business relationships, as needed for the purposes described below, including the Buyer's representatives' or employees' name, title, email address, phone numbers and mailing address ("Personal Data"). Such Personal Data may be needed in order for Bystronic to be able to communicate with the Buyer and to manage the sale and supply of Goods, software or services to the Buyer. Bystronic may share Personal Data with its affiliates in order to support the sale or supply of Goods, software or services. Bystronic will collect and use Personal Data in accordance with applicable privacy and data protection laws, in order to communicate regarding the Buyer's and Bystronic's business relationship and for customer relationship management and other legitimate business purposes. It is the Buyer's responsibility to inform its employees and representatives of the

information set out in this clause. It is also Buyer's responsibility to ensure the security and integrity of the Personal Data when it is in transit from the Buyer to Bystronic. **BUYER CONSENTS TO, AND WILL SECURE ALL NECESSARY CONSENT AND AUTHORITY OF ITS EMPLOYEES AND REPRESENTATIVES FOR, THE TRANSFER TO BYSTRONIC AND PROCESSING OF ANY PERSONAL DATA BY BYSTRONIC, WHETHER LOCATED IN THE UNITED STATES OR ANY OTHER COUNTRIES, FOR THE PURPOSES DESCRIBED IN SECTION 26 OR FOR ANY OTHER PURPOSE TO WHICH BUYER CONSENTS.** Buyer will indemnify, defend and hold harmless Bystronic and its affiliates from and against any claim arising out of or in connection with the Buyer's failure to comply with this clause or any privacy and data protection laws applicable to the Buyer.

27. Notices. Any notice required under the Agreement shall be given in writing and in one of the following ways. Any such notice shall be effective as follows: (i) if sent via e-mail and mail, when transmission is confirmed and a hard copy has been deposited in the mail; (ii) if sent via a nationally-recognized courier, on the day when delivery is made; (iii) if sent via certified mail, on the fifth mail day following deposit with the postal service; or (iv) if delivered by hand, when received by an agent or representative of the recipient. Any such notice must be addressed and sent to an authorized official of the recipient.