

These Global General Terms and Conditions, including the applicable regional specific addendum(s) ("GTCs"), are an integral part of the Purchase Order ("Order") issued to the third party supplier referenced in the Order ("Supplier") by the Dematic affiliate issuing the Order ("Dematic") for the supply of equipment, parts, materials, services, and/or any other subject specified on the face of the Order ("Items"). Collectively, Supplier and Dematic are referred to as "Parties" and, individually, as "Party."

### 1 ACCEPTANCE; MODIFICATION; TERM; PRECEDENCE

1.1 The Order constitutes an offer to purchase in accordance with the GTCs and not an acceptance of any offer to sell from the Supplier. The Order is subject to modification by Dematic. The Order shall be deemed accepted upon the earlier of Supplier acknowledgement of the Order, issuance of an invoice, or commencement of performance.

1.2 Dematic rejects any additional or inconsistent terms or conditions offered by Supplier at any time irrespective of Dematic's execution of Supplier's order acknowledgment or other form, Dematic's acceptance of or payment for Items, and/or any terms or conditions that may be implied by trade, custom, practice of course of dealing. Where Dematic has raised enquiries about sales, marketing, training or associated goods and services, the purchase of the Items shall not be binding unless and until Supplier has received an Order from Dematic's authorized Procurement representative in writing.

1.3 The term of the Order ("Term") shall be the length of time it takes Supplier to meet its obligations under this Order, unless otherwise set forth in the Order or terminated by Dematic.

1.4 The GTCs conditions shall apply to the supply of the Items unless otherwise indicated in the Order. The terms and conditions set forth on the face of the Order shall govern where inconsistent with these GTCs and the applicable regional specific addendums shall govern where inconsistent with these GTCs. In the event that Supplier is in doubt as to which regional specific additional addendum(s) apply, Supplier shall inform Dematic prior to acceptance.

### 2 PRICE

2.1 The price is as specified in the Order. If price is omitted, Supplier's price shall not be higher than the price last quoted or charged to Dematic unless Dematic agrees otherwise in writing.

2.2 The price shall include any applicable goods and services tax, sales tax, permits, fees and other national, state, provincial, territorial, local or municipal governmental charges or taxes and any tariffs, rights or duties, including import and customs duties and taxes, applicable to this Order and the same shall be paid by Supplier. Supplier shall not add charges for transportation insurance or any extra valuation charges.

### 3 INVOICING AND PAYMENT

3.1 Supplier shall submit invoices to Dematic in accordance with the invoicing schedule and invoicing instructions set forth in the Order or as otherwise required by Dematic. If no invoicing schedule is set forth in the Order, Supplier shall invoice Dematic when the Items have been accepted by Dematic in writing. If the Order requires Supplier to provide material tests, inspection logs, quality or other documents, the Items shall only be deemed complete upon Dematic's written acceptance of the same. Invoices shall indicate the order reference, position number, and the numbers of every single Items. Invoices shall not be payable until this information is complete. Copies of invoices shall be marked as such.

3.2 Dematic will not pay for Supplier's travel and accommodation expenses unless such expenses are agreed upon in advance by Dematic in writing and conform to Dematic's current corporate travel guidelines. All travel and accommodation expenses must be separately listed on an invoice. Additionally, the Supplier shall have no claim for loss, damage or extra cost of any kind in respect of any alleged or proven: scarcity of staff; unsuitability or inefficiency of staff and/or scarcity of resources.

3.3 For Items provided on a time-and-material basis, Supplier shall only charge Dematic in arrears for hours worked to the extent Supplier has accurately documented in a monthly timesheet or such other manner as approved by Dematic ("Hourly Documentation"). All Hourly Documentation must consist of hours actually worked, be documented as required by Dematic, and be approved by Dematic's authorized representative. Supplier must obtain Dematic's prior written permission before working more than eight (8) hours per weekday. Dematic will not pay for specific charges such as weekend or public holiday pay. Supplier shall not charge Dematic for any travel time between a Supplier's workplace or an employee's residence and the work site as such travel is not considered work time.

3.4 No payment shall be due unless and until Dematic receives a properly submitted invoice. Upon receipt of the same, Dematic agrees to pay such invoice in accordance with the terms set forth in the Order minus any amounts the Supplier may owe to Dematic under the Order or otherwise. Supplier expressly agrees Dematic may set off any such amounts owed to Dematic from any amounts invoiced.

3.5 If payment terms are not set forth on the face of the Order, Dematic's payment of undisputed invoices will be made no later than the later of 90 days from the end of the month in which the invoice is received by Dematic, from the receiving date of the correct and valid invoice or from the issuing date of the delivery certificate provided by Supplier (proving the Items have been accepted by Dematic).

3.6 Payment does not constitute Dematic's acceptance of any Items and/or a waiver of any of Dematic's rights and remedies available by statute, equity, and/or common law.

3.7 All invoices, whether initially or resubmitted, must be submitted to Dematic within ninety (90) days of completion of the Items. Dematic will not pay any invoices submitted beyond such timeframe.

### 4 DELIVERY AND SCOPE

4.1 Time is of the essence. Supplier shall deliver the Items on the date(s) specified in the Order or as otherwise agreed in writing by Dematic and Supplier. Supplier shall immediately notify Dematic in writing of any actual or potential delays in delivery, of all information concerning the nature and cause of delay, and of all Supplier's measures being taken to reduce the delay. Supplier's measures shall include, but shall not be limited to, best efforts to mitigate any potential or actual delays at Supplier's own cost. No such notification by Supplier shall affect Supplier's duty to deliver the Items by the required delivery date(s). Supplier shall be responsible for any and all costs or expenses incurred by Dematic in any manner whatsoever as a result of Supplier's delay.

4.2 Supplier shall comply with all dependencies and obligations specified in the Order. Supplier shall be responsible for verifying the data supplied by Dematic. Unless otherwise stipulated in the Order, Supplier shall supply complete Items together with all components and documentation necessary for its contracted performance or as may be otherwise be required by Dematic.

4.3 [Resale Only] If the Items are not delivered by the applicable date(s), Dematic may in its sole discretion claim or deduct one percent (1%) of the Order price for each commenced week's delay in delivery by way of liquidated damages, up to a maximum of 15% of the total Order price. Dematic's rights under this Section are in addition to Dematic's rights and remedies available by statute, equity, and/or common law.]

### 5 SHIPMENT

5.1 Supplier shall deliver Items in accordance with the Order. Supplier shall ensure that Items are suitably prepared for shipment and must be packed, shipped and unloaded (as applicable) in accordance with the Order, applicable laws, classifications and tariffs. Supplier shall be responsible for shipping costs at no charge to Dematic. Supplier shall ship via the most expeditious way possible at Supplier's expense if the delivery schedule agreed to by the Parties will not be met by conventional delivery. Any extra costs resulting from the need to meet the delivery deadline by way of expedited delivery or additional charges of any kind, including charges for packing, boxing, cartage, or other extras shall be borne by the Supplier.

5.2 Supplier shall follow the shipping instructions indicated in the Order and as stated in Dematic's then-current routing guidelines. Each delivery shall include a packing note or delivery note with details of the contents as well as a complete order number. The Supplier shall ensure that Items packaging is suitable given the nature of the Items and is environmentally friendly (biodegradable) wherever possible or packaged using sustainable and recyclable materials.

5.3 No shipment of Items shall be deemed complete without delivery of all required Data. Dematic may withhold payment for any Items so long as the required Data remains undelivered. "Data" may include, without limitation, drawings, reproductions, specifications, photographs, reproducible copies, spare parts lists, O&M manual, plans, reports, computations, material safety data sheets, and certifications, waiver of liens with invoices, where applicable.

5.4 Supplier must insure all Items at full replacement value until such time as the risk of loss transfers to Dematic, including for losses occurring in transit. The cost of such insurance shall be considered a shipping cost which, in all instances, must be borne by Supplier.

### 6 SECURITY INTEREST, TITLE, RISK OF LOSS AND DAMAGE

6.1 Supplier hereby grants Dematic a security interest in the Items and all related raw materials, components, work in progress, and inventory, whether now owned or hereafter acquired, and products and proceeds thereof (the "Collateral") as security for any and all advances, down payments or progress payments now or hereafter made. Supplier agrees to execute such documents evidencing such security interest as Dematic may request for perfecting or continuing such security interest.

6.2 Supplier agrees that as soon as Collateral or any part thereof is identified to this Order, title to such Collateral shall immediately pass to Dematic. Supplier will mark or segregate Collateral to indicate Dematic's interest therein. Supplier will not sell, assign, or otherwise dispose of any Collateral nor create, suffer, or permit to attach or exist any lien or encumbrance on such Collateral, except for Dematic's interest.

6.3 Regardless of passage of title and unless otherwise specified in the Order, all risk of loss or damage to the Items shall remain with Supplier until final acceptance by Dematic in writing. Supplier shall bear all risk for any rejected Items after notice of rejection.

6.4 Risk of loss or damage to Supplier's materials or equipment or risk of personal injury or death to Supplier's employees or agents while working on any premises (whether specified by Dematic or not) shall remain with Supplier.

6.5 Title to and property in all materials supplied by Dematic to Supplier ("Dematic Materials") shall remain with Dematic and shall not pass to the Supplier or its successors or assignees under any circumstances whatsoever. Supplier may only use the Dematic Materials for performing Supplier's obligations under the Order. All Dematic Materials shall be stored, labeled and administered separately. Supplier bears all risk of loss to the Dematic Materials and shall indemnify Dematic for any and all costs and expenses incurred for any damages to the same.

### 7 INSURANCE

7.1 Supplier will maintain insurance covering its operations in the greater of the amounts required in the Order or as follows: (a) Worker's Compensation Insurance as required by the state, province or territory having jurisdiction over Supplier, (b) Employer's Liability with limit of \$1,000,000; (c) Commercial General Liability Insurance (on an "occurrence basis", including blanket contractual liability with coverage for all indemnity obligations, premises/completed operations, products liability, and personal/advertising injury) with per occurrence limits of \$1,000,000; (d) Commercial Automotive Liability Insurance providing comprehensive coverage with combined single limit of \$1,000,000; and (e) if Supplier is an architectural, engineering, surveying, accounting, IT or other professional services provider, Supplier shall also maintain Errors & Omissions Liability Insurance and/or Cyber Liability Insurance (as appropriate in light of the professional services being provided) with a minimum limit of \$1,000,000 per occurrence. Notwithstanding the minimum foregoing insurance amounts, both Parties shall maintain in force with a reputable insurance company such policies of insurance as a prudent company would take out to cover their insurable risks and obligations under any Order.

7.2 Supplier shall include Dematic, its affiliates, and each of their directors, officers, employees, and agents as blanket additional insureds under all required insurance policies to the extent possible in light of the nature of the coverage. Each policy must: (i) stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance or self-insurance carried by, or for the benefit of additional insureds; and (ii) waive any and all rights of subrogation against additional insureds to the extent permissible by law.

7.3 Supplier shall procure at its sole cost and expense and maintain in effect during the term of this Order, and for a period of three years thereafter, the foregoing insurance coverages, which shall be issued by insurance companies rated A minus VII or better by Best's Key Rating Guide. Such policies must contain a provision that requires 30 days' advance notice to Dematic prior to cancellation or modification of the coverage available to additional insureds.

7.4 Supplier shall provide evidence of all coverages required within five (5) business days after acceptance of the Order.

7.5 Supplier shall require any of its subcontractors performing work for Dematic to comply with this Section 7 to the same degree as required of Supplier.

### 8 INSPECTION AND QUALITY CONTROL SYSTEM

8.1 Supplier shall provide and maintain a quality control system covering the Items acceptable to Dematic and Dematic's end-customers ("Customers"). Supplier shall ensure Supplier's subcontractors comply with Dematic's quality control and delivery expectations and obtain the right for Dematic to reasonably conduct inspections and validations of Supplier's subcontractor's capabilities.

8.2 At any reasonable time, Dematic, Dematic's representative and/or Customers may test and inspect Items and inspect the facilities at the location where work is being performed, including those of Supplier's suppliers and subcontractors. During such inspections or tests, Supplier shall provide Dematic with reasonable facilities and assistance for safe and convenient inspection and testing without additional charge. All inspections shall be conducted so as not to unduly delay work on the Items. If following such inspection or testing Dematic considers that the Items do not conform to or are unlikely to comply with the Supplier's obligations, Dematic shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Dematic shall have the right to conduct such further inspections and audits as it deems necessary.

8.3 Nothing contained in the Order shall relieve Supplier from Supplier's own testing, inspection, quality control and quality assurance obligations. Notwithstanding prior inspections, testing, passage of title or payment, all Items are subject to final inspection and acceptance at the destination stated in the Order. Inspection of the Items does not constitute acceptance or relieve Supplier of its obligations under the Order. If in Dematic's sole judgement the Items are shipped contrary to Dematic's instructions, determined to be defective due to non-compliance with this Order, any technical requirements, and/or any applicable legislation, and/or were performed in a negligent and/or unworkmanlike manner, Dematic may reject the Items and/or revoke Dematic's prior acceptance. Dematic may return rejected Items at Supplier's expense and risk and, in addition to any other rights or remedies, Dematic may charge Supplier all expenses incurred by Dematic relating to the inspection/testing activities and the return of the defective Items, plus a full refund of the purchase price. Lots may be rejected in whole or in part where defect rates exceed levels reasonably acceptable to or specified by Dematic.

8.4 If Items are delivered to Supplier by or on behalf of Dematic for fabrication or incorporation with Items of Supplier or otherwise, Supplier shall be responsible for inspection thereof. Supplier shall promptly notify Dematic in writing of any defect or deficiency in such Items. In the absence of such notice, no failure of Supplier to deliver or to meet specifications shall be excused on the grounds of defect or deficiency in the Items delivered to Supplier.

8.5 Supplier shall keep records of any inspections or tests performed by Supplier, its suppliers and/or its subcontractors. Upon request, Supplier shall make such records available to Dematic and Customers during performance of this Order and for three (3) years after final payment by Dematic or for such longer period as may be required by law.

### 9 MATERIALS, EQUIPMENT, TOOLS & FACILITIES

9.1 Supplier shall supply all material, equipment, tools, and facilities and take all actions as necessary to perform the Order. Dematic shall have title to all property furnished to Supplier by Dematic or specifically paid for by Dematic (or the cost of which is fully or

substantially amortized in the price of the Items purchased hereunder) and any replacements and any materials affixed or attached thereto including, without limitation, tools, fixtures and equipment (collectively referred to as the "Articles") and the same shall remain Dematic's property. If Supplier's obligations include the design, manufacture, installation and/or make ready for use tools, dies, jigs, patterns, fixtures, style masters, molds and/or other similar equipment, or to have a third party do any of such activities, Supplier shall, upon request and completion of the design, provide Dematic with the construction drawings and specifications for Dematic's review and written approval prior to manufacturing the Articles.

9.2 The use of all Articles is exclusively limited to performance under the Order and any other use shall be deemed a breach of professional fairness and Default (defined below). The Articles shall not be duplicated or disclosed to others. In the event of any reduction in value or loss the Supplier shall provide a replacement.

9.3 All Articles in the custody or control of Supplier or of Supplier's agents, suppliers or sub-contractors will be held on consignment at Supplier's risk. Supplier will insure the Articles at Supplier's sole expense against loss and damage in an amount equal to the cost of replacement. Similarly, maintenance, service and replacement of Articles shall be at Supplier's expense. Supplier shall only keep Articles in the place authorized by Dematic and shall not relocate the Articles unless approved by Dematic in advance in writing.

9.4 Supplier agrees to return the Articles to Dematic in accordance with Dematic's instructions within ten (10) days of Dematic's written request, termination or completion of this Order at Supplier's expense in the same condition as originally received or purchased by Supplier, reasonable wear and tear excepted.

### 10 SUPPLY OF SPARE PARTS

10.1 Supplier shall supply and continue to supply spare parts on reasonable terms and conditions during the standard period of use of the Items, which period shall be at least 12 years after the delivery, installation, commissioning or acceptance of the Items as requested by Dematic. Should Supplier discontinue deliveries of spare parts after such period, Supplier shall give Dematic reasonable advance notice of such discontinuance in writing and Dematic shall be granted the opportunity to place a final order. Supplier shall also provide Dematic with reasonable assistance in locating alternate spare parts with the same or similar functionality.

### 11 DRAWINGS AND DOCUMENTATION

11.1 Prior to manufacturing the Items, the content of all drawings must be approved by Dematic. After an Items' completion, and no later than on the date of Dematic's acceptance, Supplier shall provide Dematic all drawings and calculations reflecting the state of the Items and any updates thereto, including all "as built" drawings and other technical documents concerning the Items by the Supplier in such number and forms as Dematic requires. Dematic and/or Dematic's designated third party supplier shall be entitled to use the drawings and other documents for any purpose Dematic deems necessary, including but not limited to maintenance, modifications and/or the manufacture of spare parts.

11.2 All drawings, specifications, information and samples provided by Dematic shall remain Dematic's sole and exclusive property, shall be deemed to be Confidential Information and shall not be disclosed by the Supplier to a third party except with the prior written consent of Dematic. Dematic makes no warranties regarding the accuracy of, and shall not be liable for, any defects, mistakes or inaccuracies in such documents, information or samples.

### 12 WARRANTY

12.1 Supplier warrants to Dematic, its successors, permitted assigns and Customers that all Items will be new, merchantable, free from defects in design, material and workmanship, conform to any specifications (including performance specifications), drawings or samples which may have been provided to or furnished by Dematic and suitable for its intended use express or implied by the Order and Supplier warrants Supplier has good title to the Items free and clear of liens, security interests and encumbrances, and will transfer such title to Dematic. (hereinafter "Supplier's Warranty").

12.2 Supplier's Warranty shall continue for at least twenty-four (24) months or the longer of (a) one (1) year from completion, installation and commencement of operation of the Items or system in which the Items are incorporated by Dematic or Customers, (b) eighteen (18) months from the date of delivery to Dematic or Customers, (c) the period required by Customers, (d) the period referenced on the face of the Order; or (e) Supplier's standard warranty period (collectively the "Warranty Period"). Running of the Warranty Period for the Items of which a defective component is a part shall be suspended from the date Supplier receives notice of breach of the Supplier's Warranty until the date of replacement or repair. The Warranty Period for any repaired, replaced or reperfomed Items shall be extended an additional three months beyond the close of the original Warranty Period.

12.3 Upon written notice of a warranty defect from Dematic, Supplier shall promptly repair or replace defective Items at Supplier's expense (including all transportation costs and labor costs for the removal and reinstallation of such defective Items). If Supplier fails to promptly do so, Dematic may, at its option, return the Items at Supplier's expense for a full refund of the purchase price, or replace, repair, have repaired, purchase or manufacture similar Items and recover from Supplier all costs and expenses incurred.

12.4 For services performed, Supplier warrants that such services will be performed in a professional and workmanlike manner and in conformance with the highest applicable industry standards.



12.5 Supplier represents and warrants that shall, at Supplier's own cost and expense, Supplier shall obtain, maintain and comply with any necessary export/import controls, licenses, permits or consents (including work permits or authorizations) for the supply and delivery of the Items to Dematic.

12.6 Acceptance of Items shall not constitute a waiver of the warranties stated herein. The warranties and remedies specified herein are in addition to any and all of Dematic's rights and remedies available by statute, equity, and/or common law.

### 13 CHANGES; CUSTOMERS REQUIREMENTS

13.1 Modification or amendments to the Order shall only be binding if approved by Dematic's authorized Procurement representative in writing. All correspondence must be addressed to the Dematic Procurement representative in the Order, and any agreement reached with any other Dematic department intended to vary agreed terms of the Order must be expressly confirmed by the Procurement representative in writing.

13.2 Dematic's commitments to Dematic's Customers is essential to Dematic's business. Where there is need for Dematic to adjust the delivery dates or other contractual obligation due to interdependencies with its Customer or other Customer requirements, including without limitation, delivery dates, the Supplier shall co-operate and assist Dematic by making the required adjustments to the delivery dates and help to mitigate losses.

13.3 **[Resale Only]** Supplier acknowledges that the Items are for the benefit of Customers. As a result, Dematic will be unable to fulfill its obligations under this Order that that are contingent upon the prior actions of the Customers. Dematic agrees to perform such contingent obligations upon completion of the same by the Customers.

13.4 **[Resale Only]** Contractor agrees to comply with all deadlines and obligations to which Customers require Dematic to comply. Further, Supplier agrees to provide or perform the Items on the conditions and during the days and working hours agreed between Dematic and Customers.

### 14 STOP WORK ORDER

14.1 Dematic may at any time stop all or any part of the work under the Order for a period of up to ninety (90) days ("Stop Work Order"). At any time during such period, Dematic may cancel the Stop Work Order or terminate the Order in accordance with Section 15. To the extent the Stop Work Order is cancelled or expires, Supplier shall resume work. If a Stop Work Order has a material effect on cost or delivery, an equitable adjustment shall be made in price (excluding profit) or delivery schedule or both. No adjustment shall be made (i) if the work would have been otherwise interrupted or delayed or (ii) an adjustment is to be made or is excluded under any other provision of the Order. No claim for adjustment shall be allowed unless submitted to Dematic in writing in an amount stated within twenty (20) days after an Order is terminated or the Stop Work Order expires or is canceled, whichever occurs first.

### 15 TERMINATION FOR CONVENIENCE

15.1 Dematic may terminate the Order, in whole or in part, for its convenience by written notice stating the extent and effective date of such termination. Upon receipt of such notice, Supplier shall: (i) stop work under the Order and place no further orders thereunder, (ii) terminate work under outstanding orders which relate to work terminated by such notice, and (iii) protect property in Supplier's possession in which Dematic has or may acquire an interest. Supplier will submit its written claim, if any, to Dematic no later than twenty (20) days from the date of termination for convenience notice. Provided that Supplier has used good faith efforts to mitigate its costs and cannot reuse, resell or redistribute the Items elsewhere, Supplier's claim will be limited to: (i) contract price for the work performed prior to the effective date of termination, not previously paid for Items completed under the Order prior to the effective date of termination and accepted by Dematic, and to (ii) actual costs such as material and labor rate (excluding overhead and profit) incurred by Supplier and properly allocable or apportionable under generally accepted accounting practices to the terminated portion of the Order and provided that Supplier first provides evidence of its actual costs to Dematic when requesting payment. Supplier hereby grants Dematic the right to audit its books, records and documents relating to its termination claim. Dematic's maximum responsibility under the foregoing shall not exceed the Order price, provided, however, if the Order is to be performed per Dematic's releases, Dematic's maximum responsibility for production components is limited to firm releases. If directed by Dematic, Supplier will transfer title to and make delivery of any such Items, work in process or inventory not retained or sold with Dematic's written consent.

### 16 TERMINATION FOR CAUSE

16.1 Dematic may terminate the Order, in whole or in part, due to the Supplier's Default ("Termination for Cause"). "Default" shall mean (i) a failure to deliver Items or perform as required by and within the time specified in the Order, (ii) a failure to perform or comply with any provision of the Order, (iii) a failure to make progress so as to endanger performance of the Order in accordance with its terms, (iv) a failure to provide Items of the quantity and/or quality required by the Order, (v) a failure to provide adequate assurances for performance under the Order; (vi) a failure to remedy any third party claims related to the Items, (vii) a failure to comply with applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Parties or this Order, (viii) a failure to comply with the KION Compliance Principles, (ix) a breach of the Order, and/or (x) becoming insolvent, filing or having filed against Supplier a petition for the liquidation, dissolution or winding up of its business or for reorganization or bankruptcy or seeking reorganization, readjustment or arrangement under any national, federal, state, provincial or territorial law relating to bankruptcy, insolvency or creditors' rights or has appointed for Supplier a receiver for all or

substantially all of its property or makes an assignment or attempted assignment for the benefit of creditors.

16.2 When Default occurs and if, in Dematic's discretion the Default is capable of being cured, Dematic shall provide Supplier with written notice of said default. Within twenty-four (24) hours after receipt of the written notice of Default, Supplier shall commence and continue satisfactory correction of such Default with diligence and promptness. If Supplier fails to commence and satisfactorily continue correction of a Default within three (3) days, or complete the cure of the Default within ten (10) days after receipt of Dematic's notice, such termination will be effective and without liability of Dematic except for Items accepted by Dematic, payment for which shall be set off against any damages incurred by Dematic. Supplier shall refund the advance payment to Dematic when applicable and shall not be entitled to further payment (if any) until the cost of cover or purchasing the Items from a third party has been determined (if any). Dematic may have such Default remedied at the expense of the Supplier after a further reasonable grace period set by the Supplier has expired without any adequate result.

16.3 Upon Termination for Cause and at Dematic's request, Supplier shall transfer title and deliver to Dematic any and all property produced or procured by Supplier for performance of the Order terminated. Alternatively, Dematic may enter the Supplier's premises and take possession of the Items. Supplier shall be solely responsible for the Items' safe keeping and will not use them for any purpose not connected with this Order. Further, Supplier shall, and shall ensure its subcontractors and/or sureties, assist Dematic in protecting any security interest (or both) Dematic may have in the Items. Such assistance shall include, but is not limited to, registering, perfecting and/or removing any security interest the Supplier or its sub-suppliers has in the Items, and not objecting to Dematic's retention of any funds or other guarantees given by the Supplier.

16.4 Supplier shall be credited with the reasonable value of such Items not to exceed Supplier's actual and direct costs. Supplier will be liable for all damages caused by or resulting from Default including but not limited to all of the costs incurred by Dematic (including home office and field overhead) in responding to the Default, plus actual attorneys' fees. Supplier and Supplier's sureties shall be liable for the payment of any amount by which such damages, costs or expenses may exceed the unpaid balance of the Order price.

16.5 Termination for Cause shall not relieve Supplier of any obligations and duties that would ordinarily survive completion, including but not limited to warranty obligations and duties to indemnify and insure risks.

16.6 In event of a Termination for Cause and it is subsequently determined in a civil action or arbitration that it was a wrongful termination or termination for default was improper, Dematic's liability to Supplier shall be no greater than it would be if Dematic would have terminated Supplier for convenience pursuant to Section 15.

### 17 FORCE MAJEURE

17.1 Neither Party will be responsible for any delay or failure in performance of any part of this Order if such failure or delay is caused by natural disasters, industrial actions, insurrection, acts of terrorism, fire, epidemic or pandemic, government shutdown or quarantine order, flood, explosion, war, strike, embargo, government requirement, civil or military authority, civil unrest, Act of God, act or omission of carriers or other causes beyond its control and occurring without the fault or negligence of the delayed or non-performing Party (collectively "Force Majeure"). Without limiting the foregoing, the cause or event must be beyond the reasonable anticipation and control of the Party claiming Force Majeure. A Party claiming a Force Majeure must promptly notify the other Party in writing of such Force Majeure event and exercise reasonable efforts to prevent, avoid, delay, overcome or mitigate the effect of such cause or event.

### 18 CONFIDENTIALITY

18.1 All technical and other information, including information marked as proprietary or confidential and trade secret information, furnished by Dematic or Customers to Supplier is "Confidential Information" and shall be used by Supplier only for performance of the Items covered by the Order. Such Confidential Information shall be kept strictly confidential in accordance with the terms of this Section.

18.2 Supplier shall limit access to Confidential Information only to those employees directly involved in the supply of the Items who have a need to know such information to complete the Order for technical, organizational and production reasons. Further, Supplier shall and shall ensure that its employees, agents and independent contractor abide by the obligations of confidentiality set forth in this Order. Confidential Information shall not be disclosed to a third party without Dematic's prior written consent, except to Supplier's subcontractors (if any) as necessary for performance of the work under this Order unless Supplier's subcontractors agree in writing to keep such information confidential to the same degree as described in this Section. Supplier further agrees to maintain as Confidential Information all contractual and business information of Dematic and Customers and shall not disclose such information to third parties without the prior written consent of Dematic. Supplier shall use the same degree of diligence and effort to protect Dematic's Confidential Information from disclosure to third parties as Supplier uses to protect its own confidential information of a similar kind, but in no event less than reasonable and customary diligence and effort in protecting confidential information.

18.3 These obligations of limited use and non-disclosure shall not apply to the extent that such information: (a) was in Supplier's lawful and unrestricted possession prior to disclosure by Dematic or Customers as evidenced by written records; (b) is generally already available to the public through no wrongful act of the Supplier, its affiliates or agents; or (c)

is required by court order or governmental agency to be disclosed. Notwithstanding the above, Supplier understands that nothing in this Order is intended to prohibit or discourage Supplier from reporting any violation, or suspected violation, of any national, federal, state, provincial, territorial, municipal or local law to the appropriate governmental agency, and that Dematic will not discipline Supplier, terminate Supplier's engagement, or engage in any form of retaliation for Supplier's good faith reporting of any such violation or suspected violation.

18.4 Supplier further understands Supplier shall not be held criminally or civilly liable under any national, federal, provincial or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

18.5 This Order grants no right or license to Supplier to any Dematic information, technology, proprietary information, copyright or other data. Supplier may not use the name or trademark, whether registered or not, of Dematic, its affiliates or Customers in publicity releases, advertising or in any other manner, including customer lists, without the prior written approval of Dematic.

18.6 All obligations of Supplier regarding this Section shall expressly survive Term.

18.7 Supplier agrees that a breach of these confidentiality obligations will cause irreparable harm to Dematic. Consequently, Dematic may seek injunctive relief and Supplier will be liable for any damages and losses caused to Dematic, in addition to any civil or criminal liabilities it may be subject to pursuant to applicable law, in case of breach of Supplier's confidentiality obligations.

### 19 ENVIRONMENT, HEALTH AND SAFETY; WORK ON PREMISES

19.1 The Supplier must inform itself of and comply with all relevant legislative requirements in relation to the Order generally, and without limitation, in relation to measures necessary to protect the environment from any adverse effect or damage arising from the activity carried out in fulfilling its obligations under this Order. Further, Supplier shall be responsible for the safety of its operations at all times and follow without limitation all applicable laws, regulations, policies, procedures, codes and industry best practices for pertaining to the environment, health and safety. Supplier shall ensure and comply with all applicable environmental, health and safety standards, including Dematic's and/or Customers' environmental health and safety standards. If Dematic at any time, acting reasonably, believes Supplier has breached, any applicable health and safety laws, regulations, policies, procedures, codes and industry best practices, standards or similar, Dematic shall have the right to require, and Supplier agrees it shall, immediately remediate the same.

19.2 If the Order includes work to be performed on the premises specified by Dematic, Supplier represents that it has or will examine the premises, including but not limited to all foundations, terminals, and demarcations relevant to the Supplier's work as well as any specifications or other documents furnished in connection with the Items and satisfy itself as to the condition of the premises prior to the commencement of work. Supplier agrees that no allowance shall be made in respect of any error on the part of Supplier relating to the premises.

19.3 Supplier shall at all times keep the premises free from accumulations of waste material or rubbish. Upon completion of the Items, Supplier shall leave the premises and the Items broom clean unless a higher standard is specified in the Order. In performing the work, the Supplier shall be under an obligation to exercise special care with regard to environmentally hazardous substances and chemicals (which must have accompanying MSDS sheets). If while performing the work any harmful substances are released, found or suspected, the Supplier shall immediately inform Dematic.

19.4 Any work performed by the Supplier shall be coordinated with Dematic's designated representative.

19.5 When performing work on Dematic's work premises the Supplier must use its best efforts to avoid any disruption of Dematic's operations or the operations of any third parties.

19.6 The Supplier shall have a qualified and experienced supervisor on the site who is authorized to act on Supplier's behalf and has an acceptable command of the local language. Should it become apparent that the supervisor on site is underperforming pursuant to the Order or otherwise lacks the required skills and training for the work, Supplier shall immediately replace such supervisor upon Dematic's request.

19.7 The Supplier shall submit to Dematic's local site management a list with the names of all staff who are intended to be assigned to Dematic's works premises, which must be up to date at all times.

19.8 Where Dematic has good reasons for doing so, persons assigned by the Supplier may be denied access to Dematic's work premises. Further, Dematic may, in its sole, absolute discretion, require the removal of Supplier personnel from any Dematic or Customers' work premise. Supplier will then immediately appoint an equally qualified and trained replacement.

19.9 The Supplier shall ensure that any tools and equipment brought onto a site shall be in good working order, have been tested and comply with the relevant safety standards. The Supplier shall clearly and permanently mark its tools, devices and installation equipment in order to identify ownership before bringing them onto the work site.

### 20 TECHNICAL, ORGANIZATION AND SECURITY MEASURES

20.1 Supplier represents that Supplier has in place and will maintain for duration of the Term commercially reasonable technical, organizational, and physical security procedures for the security of Dematic's Confidential Information and Data, Items, and personnel. Supplier shall also comply with any such standards as Dematic may require from time to time without additional cost to Dematic. Supplier shall upon Dematic's request and without additional costs to Dematic provide Dematic with information and reports demonstrating that Supplier has controls and safeguards in place designed to achieve the applicable requirements and objectives. Further, Dematic may periodically inspect Supplier's locations where the Items are performed upon reasonable notice and during normal business hours to ensure compliance with this Section.

20.2 Supplier's access to Dematic sites, networks and computing facilities require Dematic's prior written consent. Any such access may be used only for the purpose of performing deliveries of the Items. Supplier shall comply with all Dematic security and access requirements and shall request to be informed of the current version of such requirements before such access is granted. Supplier shall also take all reasonable steps to avoid any close integration of its employees or subcontractors into the Dematic organization and daily work processes.

20.3 The Supplier shall, when accessing a Customers' IT Environment (defined below), adhere to this Section 20.3 as follows:

20.3.1 Definitions: (i) "Best IT Industry Practice" means the standards which fall within the upper quartile in the IT industry for the provision of comparable services which are substantially similar to the Items or the relevant part of them, having regard to factors such as the nature and size of the Parties. (ii) "Critical Service Failure" means an event where the Supplier's software adversely affects Dematic's or the Customer's software, operating systems and/or data through no act or omission on the part of the Customer or Dematic. (iii) "Customers' IT Environment" means the Customer's computing environment (consisting of hardware, software and telecommunications networks) including the Customer's data that is to be used by the Supplier in connection with the provision of Items and Orders. (iv) "Third Party Software" means software which is proprietary to a third party and that is used by the Supplier to provide Items to Dematic and/or the Customer. (v) "Malware" means any computer code, programming instruction or set of instructions, including not limited to self-propagating programming instructions commonly called viruses, trojans or worms, that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files, software and/or hardware without the consent or intent of the computer user.

20.3.2 Supplier shall ensure the following: (i) Provide all Items in-line with the Best IT Industry Practice, applicable law and regulations, and comply with instructions and guidance from Dematic in-relation to Customer's needs and requirements, while ensuring the Customer receives the benefit of the Items and the Order; (ii) Immediately raise questions and/or notify Dematic about any issues that could impact the Customer, and always operate so as to mitigate any impact on Dematic and the Customer against any Critical Service Failure; (iii) Only access the Customers' IT Environment to the level that is absolutely necessary for the provision of the Items; (iv) No Malware will be introduced into the Customers' IT Environment; (v) Any information accessed by the Supplier while connected to the Customers' IT Environment shall be held securely and kept strictly confidential; (vi) Where the Supplier uses Third Party Software, Supplier shall ensure Dematic and the Customer have the right and/or license to use the Third Party Software for the purpose set forth in the Order; (vii) Operate within the scope of the consents and licenses appropriate for the provision of the Items; (viii) Supplier has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to Dematic; (ix) Ensure that any of the Customer's personnel, who are engaged in the Items being provided, are briefed and trained by Supplier at its cost so as to allow the Customer to receive the benefit of the Items; (x) No unauthorized remote access is granted to the Customers' IT Environment and the Supplier undertakes to ensure that remote access is safe from any illegitimate access and/or breach; (xi) Promptly notify Dematic and the Customer if Supplier becomes aware of a Critical Service Failure at any time; and (xii) Promptly remedy any Critical Service Failure or any other failure caused by the Supplier.

20.4 The Supplier shall fully indemnify Dematic and the Customer for any loss or damage associated with the Supplier's breach of this Section 20 whether such breach is intentional, accidental, negligent or arises by way of an act and/or omission of the Supplier.

20.5 Supplier shall ensure its employees and Supplier's applicable subcontractors adhere to the standards set forth in this Section.

### 21 INTELLECTUAL PROPERTY RIGHTS

21.1 Supplier retains ownership of any creative idea, design, development, invention, works of authorship, know-how, or work owned by Supplier prior to the effective date of the Order ("Effective Date") and/or independently developed outside of the Order which does not contain Dematic's Information ("Supplier's IP"). Dematic information includes, but is not limited to all technical, proprietary, Confidential Information, and/or other information furnished by Dematic, Dematic's affiliates or Customers to Supplier ("Dematic Information"). Supplier grants Dematic a non-exclusive, world-wide, royalty-free, transferrable, perpetual, irrevocable, assignable, sub-licensable license under Supplier's IP to use, copy, sell, modify, and/or create derivative works of Supplier's IP to the extent Supplier's IP is incorporated in the Work Product and/or Items. "Work Product" means any tangible or intangible work or invention, whether copyrightable, patentable or not, and all related know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas,



artwork, software or any other result of work performed or developed by Supplier, Supplier's suppliers and/or contractors under this Order for Dematic or any work containing Dematic's Information. Work Product does not include Supplier's IP. All Work Product shall be considered a "work made for hire" owned by and for the benefit of Dematic or Customers, as determined by Dematic, and shall vest with Dematic upon its creation. Supplier hereby transfers, assigns and conveys to Dematic all right, title and interest to the Work Product and agrees to execute any documents deemed necessary by Dematic to evidence and secure Dematic's exclusive ownership of the Work Product in any and all countries, including a waiver of moral rights. Supplier represents and warrants to Dematic that its employees, suppliers and contractors shall promptly disclose to Dematic or any person designated by Dematic, all Work Product which is solely or jointly conceived, made, reduced to practice, or learned by the employee, supplier or contractor in the course of any work performed for Dematic. Supplier will not sell Items utilizing Dematic's intellectual property or designed for use in conjunction with Dematic's products to Customers, competitors, or any other third party, unless Dematic gives prior written authorization to Supplier. Supplier further represents and warrants that none of the Items (in whole or in part), and no product or material (including manuals, user guides, and marketing material) provided by Supplier in conjunction with the Items, and Dematic's and/or Customers' use of the Items and the Items' associated intellectual property rights does not and will not infringe upon or otherwise misappropriate the intellectual property rights of others.

## 22 INDEMNIFICATION.

22.1 To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Dematic and/or Customers and their respective directors, officers, agents, employees, affiliates, parents and assigns ("Indemnified Parties") from and against any and all claims, demands, causes of action, suits damages, costs losses, liability and expenses, including but not limited to attorney's fees, arising out of or resulting from, including but not limited to the following: (i) the Items sold to Dematic, (ii) the Supplier's or Supplier's sub-contractors' performance breach of the Order, (iii) Supplier's breach of its obligations of confidentiality hereunder, (iv) any infringement or alleged infringement of any domestic or foreign patent, trademark, industrial design, utility model, copyright or other intellectual property right by reason of the sale or use of any Items sold or provided to Dematic under the Order, and/or (v) all other losses, damages, property damage, injuries or death which may be sustained by any person, firm or corporation as a result of or by reason of its execution of the Order by Supplier. Further, Supplier agrees that Dematic shall have no responsibility or liability to Supplier, and Supplier shall indemnify Dematic against any and all claims, loss or damage, or injury or death due to or through Supplier's materials or equipment or employees or agents, respectively, notwithstanding the fact that facilities or storage space on such premises is provided by Dematic or Customers.

22.2 Dematic will promptly notify Supplier of any claim for infringement and cooperate, at Supplier's request and expense, in the defense thereof.

22.3 This obligation to indemnify and defend Dematic shall not extend to infringement of intellectual property rights resulting from Supplier's compliance with Dematic's designs, processes or formulas.

22.4 If there is such infringement, Supplier shall at Dematic's discretion either: (i) procure for Dematic or Customers the right to use the infringing Work, products, materials, equipment or processes; (ii) modify the infringing Work, products, materials, equipment or processes so that it is no longer infringing, but still performs the same functions at an equal or greater level of performance; or (iii) replace the infringing Work, products, materials, equipment or processes with non-infringing Work, products, materials, equipment or processes which perform the same functions at an equal or greater level of performance. Supplier shall not enter into any settlement agreement that requires Dematic or Customers to make any payments or incur any liability whatsoever without prior written approval of Dematic. Supplier's indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Supplier under worker's compensation acts, disability benefit acts or other employee benefit acts.

22.5 Supplier specifically waives any indemnity by any industrial insurance or workers' compensation statute. At any time before final settlement or complete adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which Supplier hereby agrees to indemnify the Indemnified Parties, Dematic may withhold from any payments due or to become due under the Order, the reasonable value thereof, as determined solely by Dematic.

22.6 The provisions of this Section shall survive the acceptance of Items, payment, and termination of the Order and shall be binding upon Supplier, its successors and assigns and shall inure to the benefit of Dematic, its Customers, successors and assigns. The provisions of this section shall survive termination of Order.

## 23 LIMITS OF LIABILITY

IN NO EVENT SHALL DEMATIC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER UNDER BREACH OF CONTRACT, TORT OR ANY OTHER THEORY ARISING OUT OF OR RELATED TO THE ORDER. EXCEPT TO THE EXTENT THAT LIABILITY CANNOT BE LEGALLY LIMITED OR EXCLUDED AND WHETHER IN CONTRACT, TORT, NEGLIGENCE, UNDER AN INDEMNITY, STRICT LIABILITY OR OTHERWISE, DEMATIC'S MAXIMUM CUMULATIVE LIABILITY FOR ALL DAMAGES SHALL BE LIMITED TO PAYMENT OF THE PRICES DUE AND OWING IN ACCORDANCE WITH SECTION 3.4. SUPPLIER AND DEMATIC AGREE

THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH SUPPLIER MAY HAVE IN THE AGREEMENT AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## 24 MISCELLANEOUS.

24.1 Inasmuch as Supplier has access to personal data (as defined by applicable legislation) in connection with the Order, Supplier shall observe applicable data protection laws and shall enable Dematic to obtain information and reports about the Supplier's compliance with these requirements at no additional cost. In case Supplier processes data of personal nature for Dematic as part of the Order, Dematic may request the Supplier to stipulate a separate written agreement on the processing of data of such personal nature and Supplier shall enter into such separate written agreement within the time required by Dematic.

24.2 KION Compliance Principles. As Dematic's business partner, Supplier is obliged to comply with all applicable laws, relevant legal regulations (including the US Foreign Corrupt Practices Act, the UK Bribery Act of 2010) and the applicable KION Compliance Principles (available at [www.kiongroup.com/compliance](http://www.kiongroup.com/compliance)). The Supplier further undertakes to comply with Dematic's customer's code of conduct. Supplier further agrees not to receive, give or take any unlawful or unethical commissions, payments, kickbacks, lavish or extensive entertainment or gifts or other things of value exceeding acceptable thresholds to or from any employee or agent of Dematic or Customers in connection with any sales lead or potential sales lead under this Order ("Improper Payments") and acknowledges that the giving or receiving of Improper Payments may result in the cancellation of this and other Order(s) between the Parties and may lead to claims for any and all damages arising thereof. Supplier shall immediately notify Dematic in the event Supplier becomes aware of any requests for or Improper Payments made. In the event Supplier is entitled to receive commissions or finders' fees from Dematic, Supplier agrees Supplier must first provide Dematic with proof of the services actually performed before Dematic shall be required to pay Supplier such commissions or finders fees. Supplier will accurately maintain, and require all its subcontractors to accurately maintain, all necessary records, including but not limited to financial records, to verify its compliance with this Section for a term of seven (7) years following the date of the Order or for such longer period as may be required by law. Supplier will comply with all applicable laws regarding basic working conditions and human rights and will not employ children, prison labor, indentured labor, bonded labor, involuntary labor, or forced labor, or use corporal punishment or other forms of mental and physical coercion in its labor practices. Supplier shall pay a remuneration which is appropriate to national industry standards and in accordance with applicable national wage legislation or applicable collective agreements. Supplier agrees Dematic may audit Supplier's compliance with this Section and all applicable laws. Supplier agrees it will provide Dematic access to its books and records and access to Supplier's facilities to conduct such audits upon reasonable notice to Supplier. In the event of Supplier's violation of this Section or any applicable laws, Dematic shall have the right to immediately terminate this and other Order(s) with the Supplier and Supplier shall immediately indemnify Dematic for all costs incurred.

24.3 Safe and Ethical Sourcing. Supplier shall comply with all applicable international, national and/or local laws, directives, and/or regulations ("Governing Authorities") in the manufacturing and/or assembly of its products and/or components supplied to Dematic, including but not limited to European Union Restriction of Hazardous Substances Directive 2002/95/EC, as amended and implemented ("RoHS") and Regulation (EC) No. 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals, as amended and implemented ("REACH"). Supplier hereby further represents, warrants and certifies that none of the Items shall contain or have been produced using any gold, wolframite, cassiterite, columbite-tantalite (coltan), any of their derivatives, or any other "conflict mineral" (as that term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other international, national or local equivalent (the "Dodd-Frank Act") originating from the Democratic Republic of Congo ("DRC") or a country adjoining the DRC, unless Supplier has notified Dematic in advance in writing that the Items may contain or have been produced using any such "conflict minerals" and Dematic has specifically agreed in advance in writing that Supplier may furnish Items that contain or have been produced using such "conflict minerals". Supplier further agrees (1) to provide Dematic with such information regarding the source and chain of custody of all materials that may be contained in, or may have been used to produce, Items furnished hereunder as Dematic may request from time to time, (2) to cooperate as requested by Dematic with Dematic's compliance efforts under, among other Governing Authorities, Section 1502 of the Dodd-Frank Act, and all rules and regulations applicable to Supplier, and (3) to cause its subcontractors of every tier to provide Dematic with the information and cooperation that Supplier is required to provide under (1) and (2) of this Section.

24.4 Labor and Employment Practices. Supplier shall not engage in any form of forced or compulsory labor practices and Supplier's employees, independent contractors and/or other workers ("Personnel") shall be free to leave employment after reasonable notice to Supplier. Supplier shall comply with all internationally recognized human rights, including but not limited to the United Nations regulations on human and children's rights. Specifically, Supplier shall comply with the Convention Concerning the Minimum Age for Admission to Employment (Convention No. 138 of the International Labor Organization) and the Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor (Convention No. 182 of the International Labor Organization). If applicable national regulation concerning child labor provides for stricter measures, Supplier

shall comply with such stricter standards. Further, Supplier shall not, among other things: (1) hold Personnel's passports, visas and/or other documentation required to work and/or travel; (2) require Personnel to purchase housing, food or supplies through Supplier or a vendor chosen by the Supplier, and if it is offered (and not required) by the Supplier or a vendor chosen by the Supplier, to do so at above market rates; (3) require Personnel to pay fees in order to work or to be transported to the work site; (4) provide transportation to Personnel at rates above market rates; or (5) purchase Items from those known to engage in coerced labor practices. Within the scope of applicable laws and regulations, Supplier shall not engage in any form of discrimination or harassment, including, but not limited to, engaging in unfair or harassing practices based on gender, gender identity, race, disability, ethnic or cultural origin, religion or world view, age or sexual orientation. Supplier must respect Personnel's right of association within the bounds of applicable laws and regulations.

**24.5 Trade Compliance.** Supplier represents and warrants all Items are and shall be eligible for shipment to the destination set forth in the Order and shall comply with all applicable import and export control regulations. Supplier further agrees that: (i) any Export Compliance Declaration completed by Supplier shall form a part of the Order; (ii) Supplier will immediately advise Dematic if any of the Items ceases to be eligible for shipment to the specified destination; and (iii) in the event that additional Items are added to an Order, Supplier will evaluate their eligibility for shipment and either provide a new Export Compliance Declaration form or advise Dematic that the Items are not eligible for shipment. Supplier, when requested by Dematic, shall issue and provide Dematic all the necessary customs and commercial documentation required or requested by Dematic. Further, Supplier shall provide, among other things, the following foreign trade data on delivery of Items when requested by Dematic: (i) Classification of Items in trade statistics (commodity code); (ii) Country of origin; (iii) Identification and classification of Items which are subject to export control; and (iv) Provision of a certificate of origin or preference document. Where Supplier is enrolled in a supply chain security accredited programs, such as AEO or other similar programs that may exist in Supplier's country (collectively "AEO"), Supplier shall provide Dematic with evidence of enrollment upon written request. Where Supplier is not AEO certified, Supplier shall provide proof of Supplier's alignment with the AEO Security Criteria in the form of a reply to a Supply Chain Security questionnaire on an annual basis. Where security deficiencies are noted, Supplier shall develop and implement written procedures to improve its supply chain security procedures. Supplier shall annually conduct a security audit at each of its facilities and take all necessary corrective actions to ensure conformity with AEO requirements and Supplier's policies. Dematic shall have the ability to review such security audit upon request. To the extent applicable, Supplier agrees to provide any necessary assistance so that any ocean vessel shipment of Items arrives in the U.S. in compliance with the U.S. Customs and Border Protection ("CBP") cargo security filing requirements for maritime carriers ("10+2 Requirements"), as amended from time to time by CBP. Supplier agrees to ensure that the Carrier shall defend, indemnify, hold harmless and reimburse Dematic from and against all fines, penalties and damages sustained by Dematic arising out of or relating to the Carrier's failure to comply with CBP's 10+2 Requirements, including damages sustained by Dematic as a result of CBP's seizure.

**24.6 Non-Solicitation.** Supplier acknowledges that Dematic has made a significant investment in the recruitment, training and retention of its personnel, and that the qualifications and identities of its personnel are of both trade secret and proprietary value to Dematic. Supplier agrees not to approach any of Dematic's personnel who Supplier learned of or worked with in relation to an Order to directly or indirectly solicit or hire those personnel in any capacity for a period of twelve (12) months after the date of the Order. As it is impossible to fix the damages for Supplier's breach of this Section (which breach shall constitute a Default), Supplier agrees in the event of a breach of this provision, Supplier will pay Dematic a one-time amount equal to one-hundred percent (100%) of the affected person's base annual salary or compensation at the time of such person's termination of employment with Dematic plus any bonus paid within the past calendar year for each such solicitation in breach of this provision as liquidated damages. Such payment (i) will be due and payable within ten (10) days of receipt of Dematic's demand; or (ii) may be set off by Dematic against any amounts owed to Supplier; and (iii) is in addition to any rights and remedies available to Dematic under the Order, by statute, equity, and/or common law at law or in equity. Notwithstanding anything in this Section, Supplier may make general solicitations to the public (including solicitations by way of job-posting web sites).

**24.7 Choice of Law and Jurisdiction.** This Order shall be governed by, and interpreted in accordance with laws of the province, state, territory and/or country in which the Dematic is located (hereinafter "Jurisdiction"), irrespective of conflicts of laws rules or the place of performance of the contract. To the extent applicable, the Parties expressly agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods. ALL DISPUTES ARISING OUT OF, OR IN CONNECTION WITH, THE SIGNATURE, VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS ORDER THAT THE PARTIES CANNOT RESOLVE AMICABLY OR VIA A MUTUALLY AGREED UPON DISPUTE RESOLUTION PROCESS, SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE JURISDICTION, INCLUDING IN CASES WHERE THERE ARE MULTIPLE DEFENDANTS. Unless otherwise agreed in writing (or instructed by Dematic in writing), Subcontractor shall carry on and maintain the timely provision of Items during arbitration and any dispute or disagreement with Dematic.

**24.8 Entire Agreement.** The Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations, and/or agreements between the Parties, whether written or oral understanding. The terms of this Order are expressly limited to the terms and conditions set forth in the Order. Any changes, modifications, or additions to the Order are

binding and enforceable only if made in writing and signed by both Parties. Any and all terms set forth on a Supplier's invoice or otherwise proposed by Supplier are hereby objected to and shall be void unless expressly agreed to in a written document signed by both Parties.

**24.9 Severability.** If any provision of this Order is declared void or unenforceable, such provision shall be modified to such extent necessary to make the provision effective and enforceable within the intent of the Parties expressed herein, or if such modification is not permissible, such provision shall be deemed severed from this Order, which shall otherwise remain in full force and effect, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**24.10 Assignment.** This Order, and the rights and obligations hereunder, may not be assigned or transferred by either Party without the prior written consent of the other Party, except that Dematic may assign this Order to an affiliated company or in connection with the merger, consolidation, or sale of all or substantially all of its assets or any analogous intra-group transactions. Except for the prohibition on assignment contained in the preceding sentences, this Order is binding on and inures to the benefit of the heirs, successors, representatives and assigns of the Parties.

**24.11 Non-Waiver.** The failure of Dematic to insist on strict compliance with the terms and conditions hereof or to exercise its options hereunder shall not constitute a waiver of its right to thereafter require strict compliance or preclude Dematic from fully exercising options not previously exercised.

**24.12 Binding Effect.** This Order shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Order is not intended and shall not be construed to confer upon or to give any person, other than the Parties hereto, any rights or remedies.

**24.13 Survival.** All provisions of this Order that by their nature or content, should survive the completion, rescission, termination or expiration of this Order to achieve the fundamental purposes of the relevant provision and this Order, shall so survive.

**24.14 Independent Contractors.** The Parties are independent contractors and act on their own account as independent entities and will not be considered as an agent of one another. Nothing in the Order is intended to create a partnership or joint venture or legal relationship of any kind between the Parties. Neither Party shall have authority to make representations, act in the name or on behalf of, assume any obligation on behalf of, or otherwise to bind the other.

**24.15 Publicity.** Supplier shall not in any manner advertise or publish the existence of this Order or that the Parties are doing business together, that Supplier is a supplier of Dematic, nor shall Supplier use any Dematic or Customers' trademarks, trade names, logos or other commercial symbol of Dematic, Customers or their respective affiliates. The Supplier may not put up any signage or advertising at the Customer's site / premises.

**24.16 Notice.** All notices, consents and other communications required or which may be given under this Order shall be deemed to have been given: (i) when delivered by hand; (ii) when received by registered or certified mail, return receipt requested, or by facsimile transmission or by nationally recognized overnight courier (receipt requested), or (iii) when received via email to by Dematic Procurement representative identified in the order with follow-up delivery via subsections (i) or (ii) above. Unless otherwise changed in writing, the addresses for notices given pursuant to this Order shall be Supplier's and Dematic's addresses listed on the face of the Order.

**ADDITIONAL TERMS AND CONDITIONS FOR NORTHERN EUROPE.**

In addition to Sections 1 through 24 of the above GTCs, the following Sections shall apply to Suppliers contracting with Dematic Limited, and providing Items within the Northern Europe:

Section 1.2 of the GTCs shall have the following added:

1.2 The GTCs shall apply to the Parties to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or in the course of dealing. The GTCs are up-lifted into the Dematic procurement portal (<http://www.dematic.com/en-GB/Supplemental/Suppliers/Downloads>) from time to time and the live iteration of these terms and condition on-line shall be the valid terms and conditions between Dematic and the Supplier and all other (including historical) agreements are hereby void.

Section 2.6 of the GTCs shall have the following added:

2.6 If either Party fails to make payment due to the other Party by the due date for payment, the defaulting Party shall pay interest on the overdue amount at a rate of 4% per annum above Bank of England base rate.