

## FESTO PURCHASE TERMS AND CONDITIONS

These terms and conditions (the "**Purchase Terms**") apply to the purchase of all goods and/or services by us (being **FESTO PRIVATE LIMITED**, or any other subsidiary or associated company of **FESTO SE & Co. KG** that operates in Singapore, Malaysia, Indonesia, Vietnam Thailand and the Philippines, Australia and New Zealand, and any other countries in which we operate within the Asia-Pacific region) and the supplier of such goods and/or services (the "**Supplier**").

All present and future legal relations between us and the Supplier shall be subject exclusively to the following Purchase Terms.

We shall not be subject to conflicting terms and conditions of business, sale or delivery issued by the Supplier, and in the event such conflicting terms and conditions have been issued by the Supplier, the parties agree that these Purchase Terms shall control, unless expressly agreed otherwise in writing.

The Supplier recognizes the general validity of our Purchase Terms on acceptance and at the latest on performance, of the contract order. Acceptance of the deliveries and services of the Supplier by us or payment for such deliveries and services shall not be construed as implying our acceptance of the terms and conditions of the Supplier.

These Purchase Terms shall also apply in the event that deviating or supplementary clauses, or clauses which modify our terms, are contained in quotations or letters of confirmation. If such clauses have been issued or agreed upon, the parties agree that these Purchase Terms shall control unless such deviating or supplementary clauses have been expressly agreed in writing.

### **1. Quotations; purchase orders**

Sample deliveries and quotations shall be provided at no cost and shall not be binding on us.

Orders shall only be valid if made in writing or if they are confirmed in writing by us. Agreements reached verbally or on the telephone shall be subject to written confirmation. All contract terms shall be in written, legally-binding form. This requirement for written form may also be fulfilled by fax, electronic data interchange (EDI) or by email correspondence.

Purchase orders placed by us shall be considered as having been accepted if the Supplier does not object to the purchase order by means of a differing sales order confirmation within a period of four working days subsequent to receipt of the written purchase order.

Any purchase order shall not affect any other provisions agreed between us and the Supplier relating to scheduling and delivery and all such agreements shall remain unaffected.

### **2. Delivery**

The Supplier guarantees that agreed delivery dates will be adhered to.

Any delivery costs or charges shall be included in the price quoted and accepted by us.

Unless otherwise expressly agreed between us and the Supplier, any delivery of products shall be delivered to us on a DDP (Incoterms 2010) destination basis to such address as we may designate.

Quantities, dimensions and weights determined by us during receiving inspections shall be authoritative for deliveries. Over- or under-delivery are admissible within the over- and under-delivery-tolerances specified in the order. Defects in deliveries shall be notified to the Supplier in writing without delay as soon as such defects are noticed/detected during the course of ordinary business operations and also if only discovered in the process of further use. The Supplier waives any defense available to it relating to a failure by us to issue a notification of defects to the Supplier in good time. Payments made shall not be construed as a waiver or acknowledgement of correct delivery. Warranty agreements shall not be affected by the foregoing.

Title of any goods or products shall pass upon payment.

The Supplier is obliged to ensure compliance with all the legal, customs and technical regulations that apply for any particular shipment of products.

In the event we have agreed to consignment arrangements, the products that are subject to such consignment arrangements shall be marked in order for the products to be identified and traced.

Services shall only be provided at the agreed place of performance.

### **3. Force majeure**

In the event of force majeure (as defined below), we shall be entitled to extend the delivery date or to rescind the contract, and, in such an event, the Supplier expressly waives claims for damages to the maximum extent permitted under applicable laws (which may include exceptions relating to gross or other negligence or intent on the part of our legal representatives and senior managers).

In the event of force majeure eight weeks before any agreed delivery date we shall be entitled to modify the order either by increasing or decreasing quantities or by procuring other parts of a similar type and of similar value subject to otherwise unchanged terms and conditions. Notwithstanding the above we shall in other respects also be entitled to extend the originally planned delivery or acceptance date by 4 weeks.

Should the Supplier be unable to fulfill its undertaking to adhere to binding delivery dates as a result of force majeure, the Supplier shall inform us without delay as soon as the Supplier becomes aware of the impediment to such performance. In this event we shall be entitled either to extend the deadline for acceptance or, after a reasonable period of time has passed, to withdraw entirely or partially from the contract should our interest in the delivery be substantially impaired; in particular the Supplier shall not, in the event of force majeure or similar, be entitled to withdraw from the contract or increase prices at its own discretion.

For the purposes of the above clause "**force majeure**" means causes which are unpredictable and beyond the reasonable control of the party claiming force majeure which could not have been avoided or prevented by reasonable foresight, planning and implementation including but not limited to: (a) war, acts of warfare, sabotages, hostilities, invasion, incursion by armed force, act of hostile army, nation or enemy, civil war or commotion, hijacking, terrorism; (b) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, military or usurped power; (c) natural catastrophe including but not limited to earthquakes, floods, fire, storm, lightning, tempest, explosions, accident, epidemics or other acts of God; or (d) any regional or local outbreak of disease.

### **4. Price**

Finally agreed prices are maximum prices and apply to deliveries inclusive of all costs of shipment and packaging free to the point of delivery (DDP Incoterms 2010).

### **5. Risk**

The risk shall only pass to us once the goods have been received at their point of destination.

### **6. Invoices**

Unless otherwise expressly agreed between us and the Supplier, all payments of invoices will be subject to our usual payment cycle process, and depending on when an invoice is issued and processed internally, may be a period between 30 to 45 days from the date of the invoice, subject to there being no deficiency in the products and/or services delivered.

## **7. Warranties; undertakings**

The Supplier makes the following warranties, representations and undertakings:

- (i) the Supplier shall use of the best material that is suitable for the purpose and correct and appropriate workmanship in keeping with the current status of science and technology;
- (ii) goods sold conform with specimens, samples and descriptions provided by the Supplier;
- (iii) information given by the Supplier in connection with sales discussions and in particular in catalogues, advertising documentation, public statements, data sheets and/or other product descriptions shall be regarded as the contractually agreed characteristics of products;
- (iv) goods delivered possess the characteristics warranted or required by us and irrespective of this shall be accessible for the use preconditioned or possess the characteristics usual or expected for goods of the same type and quality;
- (v) goods supplied by the Supplier to us shall not contain any substances which we would consider as prohibited substances under our "Festo Supplier Information System" (please refer to [sis.festo.com](http://sis.festo.com));
- (vi) no other party shall have a claim to any goods supplied by the Supplier;
- (vii) any goods or products or services supplied shall comply with all applicable laws, including if applicable, any rules of origin (relevant certificates of origin shall be provided to us with the delivery by the Supplier unsolicited) and all relevant environmental, technical-safety and legal regulations applicable to the products;
- (viii) the Supplier shall provide to us all product or service documentation that may reasonably be necessary to operate the product and/or receive the service at its own cost;
- (ix) the shall take out a suitable insurance policy for liability and product liability and to provide us with a copy of a valid confirmation of insurance coverage;
- (x) the Supplier maintains a Quality Management (QM) system that at least complies with the requirements of the ISO 9000 quality standards and will maintain and further develop these in a conforming manner for so long as it continues to supply products and/or services to us;
- (xi) in the event there is any change to the product and/or services supplied, the Supplier shall provide reasonable prior notification in advance of such change, in which case the Supplier shall provide written notification to us of any such planned alteration (including any change to the manufacturing location). In such an event, we reserve the right to retest the products according to our product qualification process and/or to carry out a technical approval process, and we reserve the right to reject these alterations; and
- (xii) The Supplier guarantees that the software is free of errors and that the data structure of the same is such that correct copies can be made.

## **8. Defective delivery**

In the event of a defective delivery, we shall be entitled to demand rectification of defects and/or replacement supplies at no charge. Any expenditures that may arise from these, such as costs for transport, travelling, labour, material or costs for any goods inwards inspection exceeding usual scope of inspection shall be borne by the Supplier. Should the Supplier fail to comply with our written request to rectify defects within a reasonable period specified by us, we shall be entitled, at the cost of the Supplier, to perform the required action ourselves or to arrange for such action to be taken by a third party. We shall be entitled to arrange for minor defects to be rectified immediately at the cost of the Supplier. Should we exercise our right to rescind the contract, the goods shall be returned to the place of dispatch at the cost and risk of the Supplier. We shall also be entitled to claim damages for

non-performance as well as damages other than those to the delivery item itself to the extent that this is permissible by law.

## **9. Indemnity**

Subject to this clause, the Supplier shall defend, indemnify and hold us and our officers, directors, members, partners, employees, consultants, agents and representatives (the "**Indemnified Persons**") harmless from and against all losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by the Indemnified Persons as a result of (i) any breach of these Purchase Terms; (ii) the provision, supply or use of any products and/or services supplied by the Supplier to the extent that such claim relates to any act, neglect or default of the Supplier or their employees, consultants, agents and/or representatives. This shall apply in particular to product liability claims resulting from defects in the product delivered by the Supplier regardless of who is regarded as the manufacturer under applicable laws.

The period of limitation for a claim for damages is 24 months commencing in the case of deliveries of goods, at the time of the passage of risk in accordance with these Purchase Terms, and in the case of services, upon completion of the performance of such services.

Unless otherwise expressly agreed between us and the Supplier, the liability of the Supplier under this Clause is without limitation.

In addition, in the event of a breach of these Purchase Terms (including a breach of Festo's Code of Conduct for Business Partners), we shall be entitled to demand from the Supplier, and the Supplier shall provide, written information and reports in relation to such non-compliance and/or to conduct an on-site audit.

## **10. Intellectual property rights; software**

Drawings, models, samples and tools provided by us or made according to our specifications are our property and may not be used for third parties or made available to third parties in any other way.

The Supplier warrants that samples, brands, models, drawings, descriptions and documentation provided by the same are not subject to the rights of third parties and in particular that intellectual property rights are not infringed. The goods delivered must conform all applicable statutory regulations and official requirements. The supplier shall in all instances defend, indemnify and hold us harmless against claims for damages asserted by third parties arising from infringements of such requirements and regulations.

In relation to software, unless otherwise expressly agreed between us and the Supplier, the Supplier shall grant us a perpetual, non-exclusive, non-transferable license to use software and hardware products and the associated documentation. For the avoidance of doubt, we (and our customers) shall be permitted to create copies for data backup purposes.

## **11. Governing law**

The contractual relationship between us and the Supplier shall be subject to the law of the country of incorporation of the Festo entity that contracts with the Supplier (the "**Relevant Jurisdiction**"). Any dispute arising out of or in connection with these terms and conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the courts of the Relevant Jurisdiction. The foregoing shall, however, not prevent us from seeking temporary injunctive relief from any competent court.

## **12. Festo Code of Conduct**

The Supplier shall comply with Festo's "Code of Conduct for Business Partners", including the provisions relating to the conformity with laws, human rights and health/safety and sustainability and environmental protection.

In this context, the Supplier guarantees to set up a risk assessment system that enables it to immediately identify corresponding risks and violations and to generate meaningful reports on the existing risks with regard to human rights and environmental protection upon request. It shall also set up a whistleblower portal in accordance with current legal requirements and ensure access to appropriate complaints procedures.

### **13. Declaration of origin / export control**

Any goods purchased from a Supplier must fulfil the following conditions:

- 13.1 In the case of goods that have a preferential EU origin and fulfil the preferential characteristics specified in origin protocols of the EU and signatory states, the Supplier shall, on request, submit long-term supplier declarations with the country of origin specified for each part number;
- 13.2 In the case of goods that have a non-preferential EU origin, the Supplier will, upon request, prepare Chamber of Commerce and Industry long-term declarations or order/delivery-related Chamber of Commerce and Industry individual declarations for the non-preferential origin, without Chamber of Commerce and Industry certification;
- 13.3 In the case of goods with a third-country origin (non-EU goods), the Supplier will, upon request, prepare free of charge Chamber of Commerce and Industry long-term declarations or order/delivery-related Chamber of Commerce and Industry individual declarations for the non-preferential origin with Chamber of Commerce and Industry certification, or a certificate of origin.

If the place of origin of a good purchased from a Supplier changes in any way (due to relocation of production, for example), the Supplier undertakes to notify us by email without delay, such notice shall make reference to the part number and, where indication of origin is attached to the goods, the point in time at which the products with the modified origin labelling will be delivered for the first time.

The Supplier must comply with all applicable export control and export laws and regulations, in particular the laws, regulations and instructions of the Federal Republic of Germany, the EU and the United States of America (if applicable).

The Supplier acknowledges the following:

- (a) it is prohibited to import, purchase or transport iron and steel products according to Annex XVII of Regulation (EU) No. 833/2014 at the time of introduction into the customs territory of the European Union (Art. 3g para. 1 letters a) - c) Regulation (EU) No. 833/2014);
- (b) in accordance with Art. 3g para. 1 letter d) of Regulation (EU) No. 833/2014, it is prohibited to directly or indirectly import or purchase iron and steel products listed in Annex XVII of Regulation (EU) No. 833/2014 into the EU at the time of introduction into the customs territory of the EU if they have been processed in a third country using iron and steel products listed in Annex XVII of Regulation (EU) No. 833/2014 originating in Russia;
- (c) it is prohibited to import, purchase or transport products that originate in Russia or are exported from Russia in accordance with Art. 3i Regulation (EU) No. 833/2014 and the associated Annex XXI.

The Supplier undertakes not to use and/or supply such products to us directly or indirectly and shall provide appropriate evidence such as certificates of origin, manufacturer's declarations, MTC certificates, etc. within 30 days of our request, insofar as the authorities request these from us. If the Supplier fails to do so within 30 days, we shall be entitled to return the goods at the Supplier's expense. A breach of the obligations of this clause by the Supplier shall constitute a material breach and we shall be entitled to take all such action available to it as it sees fit.

**14. Miscellaneous provisions**

Should any constituent part or parts of these terms be null and void, this shall not affect the remaining terms or the validity of the contract as a whole.

Should a provision contained in these Purchase Terms or the contract between us and the Supplier be null and void under applicable laws, the Supplier shall, on request, agree to contractual additions with us and make declarations to third parties or official authorities which will ensure the validity of the relevant provisions and, if this is not possible, which ensure that the business intent and content remains valid.

**Version in force dated 06 September 2024**