



TERMS AND CONDITIONS

The equipment, parts, accessories, technical data, and other materials (herein referred to as the "Goods") and the installation services, preventative and corrective labor, and other support services (the "Services") offered for sale to customer (herein referred to as "Customer") by Multivac, Inc. (herein referred to as the "Company") will be sold upon the following terms and conditions of sale (herein referred to as the "Terms and Conditions").

1. General: (a) Notwithstanding any prior quotations, correspondence, conversations, agreements, purchase orders or similar instruments relative to the Goods, the Terms and Conditions and the final quotation in which the Terms and Conditions are referenced or to which the Terms and Conditions are attached (the "Quotation") are the only terms and conditions applicable to the sale of the Goods. (b) None of the Terms and Conditions herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by two authorized representatives of the Company and delivered by the Company to Customer. (c) The acceptance by Customer of any price quotation issued by the Company is expressly limited to the terms of such quotation, including all the Terms and Conditions herein contained. The transmittal by Customer of a purchase order in response to any such price quotation shall constitute an acceptance of such quotation and the Terms and Conditions, provided that the purchase order agrees with such quotation with respect to (i) the description of the Goods to be furnished by the Company as shown on the face thereof, (ii) the quantity, (iii) the purchase price to be charged, and (iv) the delivery terms. (d) All purchase orders submitted by Customer must be in writing. ANY AND ALL TERMS OR CONDITIONS SET FORTH IN A PURCHASE ORDER OR OTHER COMMUNICATION FROM CUSTOMER THAT ARE DIFFERENT FROM, IN ADDITION TO OR IN CONFLICT WITH THE TERMS OF THE QUOTATION OR THE TERMS AND CONDITIONS ARE OBJECTED TO BY THE COMPANY AND SHALL NOT BE EFFECTIVE OR BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING BY TWO AUTHORIZED REPRESENTATIVES OF THE COMPANY. (e) Unless otherwise stated, reference to days in the Terms and Conditions means business days in Kansas City, Missouri.

2. Invoicing and Payment; Grant of Security Interest: (a) The purchase price and terms of payment shall be as set forth in the Quotation. The Company reserves the right to demand security or full payment of the purchase price from any Customer. At the option of the Company, for Customers whose credit has been approved in advance by the Company, terms of payment for certain sales designated by the Company shall be by wire transfer of funds to be made to the Company's bank account upon Customer's receipt of the Company's invoice. (b) If payment is not made in accordance with the terms of the Quotation, in addition to all other legal rights available to the Company at law or in equity, the Company shall be entitled to (i) charge Customer, effective from the date payment becomes due, interest at the prime rate as published from time to time by The Wall Street Journal plus 3 percentage points on the unpaid balance (but not to exceed the highest lawful rate of interest under applicable law), (ii) withhold shipment of any Goods due to Customer until such payment is made, and (iii) exercise its rights in connection with any security granted by Customer to the Company. Customer shall pay all costs of the Company, including reasonable attorney's fees and court costs, incurred by it in collection of past due amounts from Customer. All payments by Customer shall be in lawful currency of the U.S.A. unless otherwise agreed to by the Company. (c) Customer shall not be entitled to set off any amount owing at any time. (d) To the extent any portion of the purchase price of the Goods is not paid in full prior to delivery of such Goods, Customer hereby grants to the Company a security interest in the Goods described in the Quotation and the proceeds thereof to secure payment of any portion of the purchase price remaining unpaid and all other amounts owing by Customer to the Company. Customer irrevocably authorizes the Company or its designee to file such financing statements with respect to the Goods as the Company may deem appropriate.

3. Delivery; Shipment; Risk of Loss: (a) Unless otherwise agreed in writing, all Goods are shipped ex-works (EXW) place of origin (Incoterms 2020). The Company is responsible to pay ocean or air freight transportation costs as specified in the Quotation, import duties/taxes to the USA port of entry, if applicable and to provide transportation insurance to delivery destination. Customer is responsible for import duties/taxes to non-USA ports of entry, all inland freight charges from port of entry, including handling, shipment and delivery costs, unless prior written agreement with the Company is otherwise made. Customer shall promptly reimburse Company for any such charges directly paid by Company. Upon the Company making Goods available for shipment to Customer at the place of origin, title shall pass to Customer, and Customer shall assume all risk and full responsibility for any loss, damage deterioration and corrosion of the Goods. (b) Unless otherwise agreed to in writing, the Company is authorized to make partial shipment of the Goods. Each partial shipment shall be deemed a separate sale, and invoices shall be rendered and payment shall become due therefore in accordance with the Terms and Conditions. (c) Customer shall give written notice to the Company of any claim for shortage, error in shipment, or error in charges within thirty (30) days after receipt of the Goods, or such claim shall be deemed waived. (d) In the event Customer fails or refuses to accept any delivery of the Goods, in whole or in part, the Company shall have the right to charge Customer for the price of the Goods set forth on the face hereof. (e) Any delivery dates communicated to the Customer, either verbally or in writing, including in the Quotation, are only approximate and the Company is not responsible for any damages, losses or costs of any kind including, but not limited to, loss of revenues or profits incurred as a result of late delivery of the Goods.

4. Installation: If installation by the Company is a part of the Quotation, (a) the Company shall make available to Customer for an appropriate period of time as determined by the Company a qualified service person to install the Goods and (b) a qualified person shall be available to instruct Customer's employees in operation and preventive maintenance of the Goods for a reasonable period as determined by the Company not to exceed 5 consecutive business days, unless otherwise agreed to in writing. Customer is expected to provide a qualified maintenance person during the entire installation. It is Customer's responsibility to uncrate and locate the Goods in final position, and make available adequate utilities. The above installation and instruction Services shall be available to Customer during the 90-day period following Customer's written confirmation to the Company that: (a) the Goods are in place at Customer's plant, (b) adequate utilities extended to the connection point on the Goods are available for the Goods, and (c) adequate and sufficient materials and supplies necessary for the operation of the Goods are readily available at Customer's plant. Instruction of the final connections will also be provided by Company's qualified service person(s). These Services will be scheduled in accordance with the availability of qualified service persons of the Company. In addition to the foregoing installation Services, qualified service persons of the Company can be scheduled for personal consultation at the Customer's plant under the terms set forth in Paragraph 6.

5. Force Majeure: Any failure or delay by the Company or Customer hereunder, other than failure of or delay in payment for any of the Goods delivered to Customer, shall be excused from liability for the time and to the extent such failure or delay is caused by force majeure or any other cause not within the reasonable control of the affected party thereto or the Company's suppliers experiencing such difficulty. The term "force majeure" shall include, without limitation, acts of God and the public enemy, the elements, fire, explosion, accidents, acts of terrorism, pandemics or epidemics, breakdowns, labor disputes, embargoes and any other public disturbance, inability to obtain materials, supplies, permits or transportation facilities, damage to equipment or production or storage facilities, or act or omission by a third party not controlled by the party experiencing such difficulty and any laws, orders, rules, regulations, acts, restraints of any governmental authority, civil or military. Upon occurrence of any failure or delay included within the terms of this Paragraph 5, the party experiencing such difficulty shall promptly notify the other party, and shall make every reasonable effort to remedy the cause of such failure or delay or find alternative means for performance. Notwithstanding the foregoing, settlement of strikes, lockouts or other labor disputes shall be exclusively within the discretion of the party hereto experiencing such difficulty.

6. Services: Qualified service persons of the Company can be scheduled through Multivac's Customer Service Department. These Services will be scheduled in accordance with the availability of qualified service persons of the Company. For Services performed at the Customer's plant, Customer shall pay travel, living, and lodging expenses of Company's qualified service persons at Company's prevailing rates, including applicable per diem rates. All Services will be performed at the Company's prevailing daily rate, unless otherwise agreed in writing or covered by warranty.

7. Warranty: (a) Except as otherwise stated herein, the Company warrants spare parts to be free from defects in material and workmanship for a period of 6 months from the date of shipment and all other Goods to be free from defects in material and workmanship for a period of the lesser of 12 months after commencement of installation or 4,000 operational hours of the Goods; provided, however, that such period shall not exceed 18 months following transfer of title of the Goods (each a "Goods Warranty Period"). The above warranty does not apply to: (i) Goods repaired or modified



without the Company's prior written consent or contrary to the Company's instructions; (ii) Goods subjected to improper handling, storage, installation, sanitation, operation or maintenance, including, without limitation, installation, use or application of Goods or any part thereof contrary to the Company's instructions, use of improper consumables, unsuitable facilities for operation, or chemical, electro technical or electrical conditions, or severe temperatures; (iii) any item which is purchased by the Company as a component part of the Goods (such components may be covered by the warranty of their respective manufacturers, but are not covered by the Company's warranty); (iv) any damage or deterioration to Goods alleged to be in breach of a specific warranty contained in the Quotation which can reasonably be prevented or minimized by Customer pending repair or replacement of the Goods in accordance with any applicable warranty; (v) any component part of the Goods furnished by Customer; (vi) the design of any Goods or part thereof prepared from designs or instruction furnished by Customer or its agents or representatives; (vii) unless the Company agrees in writing to provide a warranty with respect to used or reworked Goods, any defect in Goods or parts thereof sold in a used or reworked condition; (viii) any normal wear or tear to Goods or parts; or (ix) with respect to the Allen Bradley control system that allows limited user access to development and operational software code, any damage or other issues caused by, related to or resulting from any deviation from the operational conditions of, or amendments or other changes to, the development and operational software code as originally provided. (b) Services are warranted for a period of 30 days from the date the Services are completed (the "Services Warranty Period" and, together with each Goods Warranty Period, each a "Warranty Period"). The Company warrants that it shall perform the Services by trained professionals using proper equipment and consistent with industry standards. (c) Warranty Services on smaller single chamber Goods will be performed at the Company's service center in Kansas City, Missouri. Warranty Services on other Goods will be performed either at the Company's service center in Kansas City, Missouri or at the Customer's plant, as determined by Company in its discretion. The Customer is responsible for transportation of the Goods to and from Kansas City for Services, as applicable. **(d) THE WARRANTIES SET FORTH ABOVE ARE COMPLETE AND ARE IN LIEU OF AND CUSTOMER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. (e) THE LIABILITY OF THE COMPANY UNDER ITS ABOVE GOODS AND SERVICES WARRANTIES IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT, AT THE COMPANY'S SOLE OPTION, OF THE GOODS OR THE CORRECTION OF THE SERVICES WHICH BREACH THE ABOVE WARRANTIES WITHIN THE APPLICABLE WARRANTY PERIOD. THE COMPANY SHALL HAVE THE RIGHT TO INSPECT THE GOODS CLAIMED TO BE IN BREACH OF WARRANTY AND SHALL HAVE THE RIGHT TO DETERMINE THE EXISTENCE AND THE CAUSE OF SUCH ALLEGED BREACH. THE COMPANY'S OBLIGATION TO REPAIR OR REPLACE DEFECTIVE GOODS OR CORRECT BREACHES OF ITS SERVICES WARRANTY CONSTITUTES AGREED AND LIQUIDATED DAMAGES FOR ANY BREACH OF WARRANTY OF THE COMPANY. (f) Any claim of breach of Goods or Services warranty by Customer must be made in writing within the applicable Warranty Period or, if the alleged breach occurred within the Warranty Period, no later than thirty (30) days after the applicable Warranty Period ends, or the Company shall have no liability for such claim. (g) In the event of any claim of intellectual property infringement by the Goods, the Customer will, upon receipt of written request from the Company, immediately cease using the Goods that are the subject of the alleged infringement.**

8. LIMITATION OF LIABILITY: THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER UNDER ANY WARRANTY OR OTHERWISE FOR: (A) THE QUALITY, LIFE, HANDLING OR OTHER REQUIRED SPECIFICATIONS OF THE PRODUCTS THAT ARE PACKAGED USING THE GOODS; (B) DAMAGES OR ACCIDENTS RESULTING FROM THE CUSTOMER'S OR THE CUSTOMER'S EMPLOYEES: (I) FAILURE TO OBSERVE THE OPERATING AND SAFETY INSTRUCTIONS FOR THE GOODS OR (II) PERFORMANCE OF IMPROPER HANDLING, STORAGE, INSTALLATION, SANITATION, OPERATION OR MAINTENANCE OF THE GOODS; OR (C) INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, BUSINESS INTERRUPTION, AND LOSS OF USE, REPUTATION AND DATA.

9. Digital Services:

(a) General. Pursuant to the terms of these Terms and Conditions, the Company will provide certain services (the "Smart Services") as more fully described in the Quotation and certain remote access services as described in subsection (c), below (the "Remote Access Services" and collectively with the Smart Services, the "Digital Services"). The provision of Digital Services and any use of the data obtained from such Smart Services (as described more fully in subsection (f), below, the "Data") is subject to and governed by these Terms and Conditions.

(b) Smart Services. Subject to the terms and conditions hereof and of the Quotation, the Goods will be connected to the Smart Hub. For the purposes of these terms, "Smart Hub" is a secure Microsoft Azure or other similar environment in which data is collected and stored in a cloud environment and as to which only Multivac has access. Data related to the Goods will be transferred to the Smart Hub from the router imbedded in the Goods via the internet. The Goods contain or the Company will install (subject to the terms of the Quotation) an industrial router and an industrial computer (IPC) (collectively, the "Smart Link") and a physical firewall to ensure security during Data transfer between the Goods and the Smart Hub and to prevent unauthorized access by third parties. The Smart Link will read, pre-process and encrypt the Data from the Goods control system and the Data will be sent to the cloud. Data sent from the Smart Link to the Smart Hub will be made available for evaluation and visualization for Customer.

(c) Remote Access. The Goods include certain hardware and software that permits remote access to such Goods. In connection with the Goods, Customer hereby requests support from the Company via remote data transmission and requests that the Company activate the remote assistance software with respect to the Goods. The Company and Customer will coordinate the scope and timing of any such remote access. Customer agrees to provide a qualified individual to remain at the Goods for the entire duration of the remote access session while simultaneously maintaining telephone contact with the Company technician performing the remote access.

(d) Enhancements to Digital Services. The Company reserves the right to update, enhance or otherwise revise the content of the Digital Services from time to time without notice to Customer.

(e) Customer System Requirements.

(i) In order to allow the Company to access the Data and provide the Digital Services, Customer shall at all times provide a synchronous broadband internet connection with a minimum bandwidth of 512kBit/sec (but 1024 kBit/sec or higher is recommended). Any associated firewall must be configured in accordance with the Company's instructions to ensure the Data connection to the Smart Hub.

(ii) For any period during which (A) the internet connection between the Customer and the Company is disrupted or interrupted for any reason other than as caused by the Company or (B) the quality of Data transmitted to the Company does not allow the Company to provide the Digital Services, the Company shall have no obligation to provide any Digital Services. The Company will provide notice to Customer of any such disruption.

(iii) The Company and Customer each agree to take reasonable precautions to (A) maintain appropriate organizational and technical precautions to avoid disruptions to the availability, integrity, authenticity and confidentiality of their information technology systems, components or processes; and (B) secure their systems against unauthorized access by third parties (e.g. hacker attacks) and against unwanted data transmission (e.g. spam).

(iv) The internet connection described in subsection (e)(i), above, shall be provided and maintained by the Customer free of charge and in a fully functional condition. Customer shall notify the Company of any changes to the internet connection in advance and, if necessary, coordinate with the Company if any such changes have or may have an impact on the provision of the Digital Services.

(f) Data Transmission.

(i) The Data will be transmitted to the Company, in encrypted form, as characters (e.g. numbers, letters or other symbols) or character strings generated by the Goods (e.g. by measurement by means of sensors in relation to all sub-processes) or by



software associated with or related to the Goods.

(ii) The Data will include, without limitation: (A) Goods parameters and information concerning the use of the Goods; and (B) process data determined by the sensors of the machine (e.g. for forming, evacuating and sealing).

(iii) In no event will the Company collect personal data regarding any natural person, including any natural person operating, maintaining, repairing or otherwise in contact with the Goods. The Company will not link the Data to an identified or identifiable natural person when storing the Data in the Smart Hub or for any further use.

(g) Use of Data.

(i) All Data transmitted by Customer is the exclusive property of Customer. All summaries, compilations, processing and improvements prepared from the Data by the Company is the exclusive property of the Company.

(ii) Customer grants the Company a non-exclusive, perpetual, world-wide, royalty free, irrevocable license and right to use the Data in connection with these Terms and Conditions and the Smart Services, including the right to: (A) retrieve and read from the Data from the Goods; (B) process, modify, adapt, restructure or combine with other data and information; (C) analyze, evaluate and exploit in any form, whether for commercial or non-commercial purposes; (D) monitor the Goods in real time and to detect and display properties, errors and incorrect settings and to correct incorrect settings; (E) identify and indicate the need for maintenance of the Goods, including predictive maintenance; (F) use the Data for the purposes of research and development, including further development and improvement of the Smart Services and the Company's products and services; and (G) increase production efficiency and create information transparency.

(iii) The Company will not disclose the Data to any third party other than (A) contractors providing services related to the Smart Services, including without limitation the provider of the Smart Hub and (B) to any other third party to the extent the Data provided is not identifiable as data related to Customer.

10. Delegation – Assignment: Customer's rights and obligations hereunder shall not be delegated or assigned without the Company's prior written consent.

11. Taxes: Any sales, use or other taxes assessed on or incurred in the sale or lease of the Goods are not included in the Quotation, unless specifically indicated therein, and are payable by Customer. The Company shall be under no obligation to pay any such taxes. In the event the Company, in its sole discretion, pays any such taxes, Customer shall promptly reimburse the Company for any of the foregoing charges directly paid by the Company.

12. Governing Law: The Terms and Conditions shall be governed by the laws of the State of Missouri, USA without regard to conflict of laws provisions. For purposes of any action brought as a result of or related to the Quotation, the Customer hereby consents to, and waives any objections to the exclusive jurisdiction of state court in Platte County, Missouri, USA and the United States District Court for the Western District, Western Division of Missouri at the Company's election. The Customer further consents and waives any objection that venue of any action brought as a result of or related to the Quotation shall be proper in the above-named courts.

13. Severability: In the event any one or more of the Terms and Conditions contained herein shall be held invalid, illegal or unenforceable in any respect by a court, such invalidity, illegality or enforceability shall not affect the other Terms and Conditions stated herein; provided, however, that the remaining Terms and Conditions can be reasonably construed together without the provision declared invalid, illegal, or unenforceable.

14. Effect of Waiver: Failure of the Company to enforce any or all of the Terms and Conditions herein in a particular instance or instances shall not constitute a waiver or preclude later enforcement.

15. Cancellation: Once accepted by the Company, an order for Goods cannot be canceled by Customer without written approval from the Company. Acceptance of cancellation will be predicated upon Customer's payment of a cancellation charge to be determined by the Company.