

Prinoth VM NA GENERAL TERMS AND CONDITIONS



I. General Provisions.

1. These General Terms and Conditions shall control the transfer, ownership, and delivery of possession to Purchaser, and Purchaser shall pay for and accept the equipment and accessories described in the order between the parties (the "Equipment").
2. These General Terms and Conditions shall be integral part of each offer or business deal between us and the Purchaser. Any terms and conditions of the Purchaser that are in conflict with the provisions herein shall not be applicable unless expressly confirmed by us.
3. This Agreement shall be governed by and construed in accordance with Article 2 of the Uniform Commercial Code as adopted in the State of Minnesota as effective on the date of this Agreement and by other pertinent Minnesota law. Jurisdiction for any proceeding relating to or arising out of these Terms and Conditions, the transaction which it defines or the Equipment shall only be proper in the state and federal courts of the State of Minnesota. The parties consent to the exclusive venue in Nicollet County, Minnesota. The parties waive the right to a jury trial in any lawsuit relating to or arising out of these Terms and Conditions, the transaction which it defines or the Equipment.
4. The customer may not assign to a third party any claims arising out of agreements made with us, without obtaining our prior written consent.
5. Should these General Terms and Conditions or other agreements made with the customer, or parts thereof, be found to be invalid, the validity of the agreement and of the remaining provisions of these General Terms and Conditions shall not be impaired thereby.

II. Conclusion of the Agreement and Content.

1. The customer shall be bound by an offer made to us (purchase order) until it has been accepted or declined by us. Such offer (order) shall not expire before the elapsing of no less than 2 weeks additional time for its acceptance, which shall be granted by the customer by certified mail.
2. An agreement shall only be binding upon confirmation of the order in writing from us.
3. Any oral agreements and later amendments to the agreement shall not take effect, unless confirmed by us in writing.
4. We reserve the right to make, during the delivery period, alterations to the construction and design of the Equipment as long as its appearance is not materially changed.
5. Any specifications on performance, weight, speed etc. relating to the Equipment shall be deemed approximations and shall therefore not be binding. The customer may not derive any rights from the fact that the supplier uses particular marks or numbers to refer to those objects.
6. As far as price-estimates, drawings and other documents are concerned we reserve the right of ownership and authorship. They shall not be made available to third parties. We shall not forward drawings of the customer which are marked confidential to third parties without the customer's consent.

III. Prices.

1. All prices for Equipment are quoted exclusive of packaging, freight and any insurance that may be required. The prices agreed are subject to price increases by the supplier, the increase of freight and custom duties, change in the official rates of exchange for foreign currencies and other import charges or taxes.
2. If prices for Equipment for which we have list prices increase during the period between the conclusion of an agreement and delivery of the Equipment, we shall be entitled to increase the price originally agreed upon when making the agreement by the amount by which our list prices have increased between making the agreement and delivery. For other Equipment, special design items in particular, the price quoted in the order confirmation shall be valid, with the proviso that we shall be entitled to invoice the increase in our costs between making the agreement and delivery in addition to the price agreed.
3. Unless otherwise agreed payments are to be made in U.S. Dollars as follows: 1/3 advance payment upon receipt of order confirmation and 2/3 upon indication of delivery readiness by irrevocable and confirmed letter.

IV. Terms of Payment.

1. Purchaser agrees to these Terms and Conditions and to pay the total purchase price and the amounts due at the time of our acceptance of Purchaser's purchase order. All payments are to be made in United States Dollars by wire transfer, certified check or personal check as requested by us. If any payment is not received as called for, all amounts due and owing will bear interest from that date at a rate of eighteen percent (18%) per annum compounded annually. If Purchaser makes some but not all of the payments due and owing to us, we have no obligation to sell the Equipment to Purchaser and all amounts previously paid to us may be retained by us as liquidated damages. Retention of such amounts, however, shall not be a limitation on any remedy we may have due to Purchaser's breach of the provisions of these Terms and Conditions.
2. If there is more than one customer, they shall be liable jointly and severally.
3. Payments effecting a valid discharge shall be made to us or to an agent who has been expressly authorized by us to collect receivables.
4. The crediting of payments is made by offsetting them first of all against any costs incurred, including any costs for credits, then interest, the customer's debts from current account balances, any repair cost, etc. and finally the purchase price.

- V. Delivery.** Purchaser shall have the right to specify the date the Equipment is delivered, but in no event shall that date be earlier than acknowledged by us in accepting Purchaser's order. We reserve the right to deliver the Equipment in a single lot or in multiple lots, but in any event we shall deliver all of the Equipment on or before the indicated delivery date. The Equipment shall be shipped by a common carrier to the address indicated for delivery on the purchase order from the indicated shipment address. The Equipment may make one or more stops, and may pass from the possession of one common carrier to another during transport from the shipment address to the delivery address.

VI. Transfer of Risk.

1. All Equipment shall be sold FOB manufacturer's dock in Germany. Purchaser shall assume all risk of loss, damage to or caused by, the goods or Equipment furnished hereunder, upon shipment leaving our facilities or any other manufacturer's facilities, including but not limited to losses or damage arising from unloading, storage, handling, or use except as otherwise provided herein.
2. As soon as the Equipment has been provided to a common carrier for shipment to the delivery address, we will send a notification to Purchaser of that fact, including an indication of the dates and times at which Purchaser may take delivery of the Equipment at the delivery address.

- VII. Acceptance.** Purchaser shall have the right to inspect the Equipment at the time and place of delivery and will be deemed to have accepted the Equipment no later than five (5) days after delivery of the Equipment. Purchaser shall only be permitted to reject product based upon defects in the condition or performance of the Equipment. If Purchaser fails to inspect the Equipment at the time of delivery, Purchaser shall be deemed to have waived the right to inspect the Equipment. After Purchaser has inspected the Equipment or the right of inspection has been waived Purchaser shall not be permitted to revoke acceptance or later reject the Equipment for any reason and must immediately pay for the Equipment.

- VIII. Warranty.** The only warranty we make with respect to the Equipment is contained in the separate warranty provided to Purchaser at the time of purchase and available at <https://www.prinoth-vegetationmanagement.com/en-us/service-and-support/warranty>.

- IX. Exclusive Remedies of Purchaser.** The exclusive remedies of Purchaser under this Agreement are, in the case of any breach by us other than tender of non-conforming goods, to return the goods and receive repayment of the price from us; and in the case of non-conforming goods or parts, repair or replacement of the non-conforming items. We shall not be responsible or liable to Purchaser for any loss or damage resulting from our delayed performance in delivering the Equipment for any reason, including Purchaser's loss of income or profits, and incidental, special or consequential damages to Purchaser.

- X. Force Majeure.** Our obligation to deliver the Equipment is subject to delays incident to labor difficulties, fires, casualties and accidents, acts of the elements, acts of God, transportation difficulties, delays by common carrier, inability to obtain equipment, materials or components or qualified labor sufficient to timely manufacture the Equipment, government regulations or other causes and acts of force majeure beyond our control. In the event of such delays, the delivery of the Equipment shall be correspondingly extended and we shall keep Purchaser informed of the effects of such events.

- XI. Export Limitations.** The product, countries, customers, and end-users may be subject to export and import ban or other export control restrictions. In addition to any such applicable ban or restrictions, Buyer shall not directly or indirectly sell or deliver products to the restricted countries/territories or to any entities, persons or organizations of a restricted country. These restrictions shall be observed in any use, resale, or transfer of the products. If Buyer receives knowledge or has reason to believe that the conditions in this clause have been violated, Buyer shall immediately inform Vendor. Vendor shall be entitled to suspend or cancel any delivery, order, or agreement without incurring any liability if Vendor has reason to believe that Buyer acts in a manner contrary to applicable laws, regulations, orders, or rules of any government authority having jurisdiction, is in breach of conditions of this clause, or in case Buyer is subject to export or import restrictions. In the event of any claim or proceeding against Vendor relating to the foregoing, Buyer shall provide all necessary information and assistance to Vendor and shall indemnify, defend, and hold Vendor harmless from and against any such claim or proceeding, and any resulting fines, costs, and losses incurred by Vendor.

- XII. Termination on Contingency.** This Agreement terminates automatically with respect to any Equipment not yet delivered on the occurrence of any of the following contingencies: (a) shutdown of our plant or of Purchaser's business; (b) any formal or informal, voluntary or involuntary action by either party privately or in court resulting in the appointment of a receiver or trustee or surrender of any substantial degree of business management for the benefit of creditors.

- XIII. Modification, Rescission or Cancellation.** These Terms and Conditions may be modified or rescinded only in writing signed by both parties. Once a purchase order has been accepted by us, Purchaser may not cancel the order without our consent.

- XIV. Binding Effect.** These Terms and Conditions shall be binding on and inure to the benefit of its parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

- XV. Attorneys' Fees.** In the event that Purchaser fails to pay the amounts owed to us (including the cost of collection against Purchaser), or is otherwise liable to us for any reason, we shall be entitled to recover from Purchaser reasonable attorneys' fees and costs incurred by us.