



## General Contract Terms and Conditions of Spare Parts

### 1) Applicability

These general terms and conditions (“Terms”) are the only terms that govern the sale of the products indicated in the Order Confirmation (individually, a “Product” and collectively, the “Products”) by TAKA-WPR USA CORP. (hereafter “TAKA-WPR”) to the Purchaser named in the Order Confirmation (“Purchaser”). The accompanying order confirmation (“Order Confirmation”) and these Terms (collectively the “Agreement”) comprise the entire agreement between Purchaser and TAKA-WPR, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. This Agreement supersedes any of Purchaser’s general terms and conditions of purchase regardless of whether or when Purchaser has submitted its purchase order or such terms. TAKA-WPR expressly rejects Purchaser’s general terms and conditions of purchase, and fulfillment of Purchaser’s order does not constitute acceptance of any of Purchaser’s terms and conditions or serve to modify or amend these Terms. These Terms, as may be subsequently modified by TAKA-WPR from time to time without notice, are incorporated by reference into all documents issued by TAKA-WPR to the Purchaser in connection with the Products.

### 2) Delivery of Products

- a) Timing. The Products will be delivered within a reasonable time after the Order Confirmation is issued, subject to availability.
- b) Delivery. Unless otherwise agreed to in writing, TAKA-WPR shall make delivery in accordance with the terms included in the Order Confirmation. All trade terms (Ex Works, FOB, CIF, and others) mentioned in the Order Confirmation refer to the INCOTERMS® 2020 of the International Chamber of Commerce. Notwithstanding the foregoing, unless otherwise stated in the Order Confirmation, Purchaser shall be responsible for transport to the destination indicated by the Purchaser and for transport insurance, covering the value of the Products, and for any and all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority, including but not limited to, the United States of America, on any amounts payable by Purchaser. Unless stated otherwise in the Order Confirmation, Product delivery is subject to the Purchaser rendering payment of the amount due as stated in the Order Confirmation. Any modifications or additions to any Purchase Order must be agreed upon between the parties in writing, and TAKA-WPR shall have the right to postpone and/or delay the delivery times stated in the Order Confirmation, via fax or e-mail.
- c) Partial Shipments. TAKA-WPR may, in its sole discretion, without liability or penalty, make partial shipments of Products to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser’s purchase order.
- d) Failed Acceptance of Delivery. If for any reason Purchaser fails to accept delivery of any of the Products on the date fixed for delivery or, if TAKA-WPR is unable to deliver the Products because Purchaser has not provided appropriate instructions, documents, license or authorizations: (i) risk of loss to the Products shall pass to Purchaser; (ii) the Products shall be deemed to have been delivered, and (iii) TAKA-WPR, at its option, may store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If the Purchaser fails to pick up the Products within 30 days of notification that the Products are ready and/or termination of the contract, TAKA-WPR reserves the right to impose a penalty to be determined on a case-by-case basis for each day of delay, without prejudice to any further damages.



- e) Quantity. If TAKA-WPR delivers to Purchaser a quantity of Products that is more than 75%, but less than 100% of the quantity set forth in the Order Confirmation, Purchaser shall not be entitled to object or reject the Products or any portion of them by reason of the shortfall and shall pay for such Products the price set forth in the Order Confirmation, adjusted pro rata.

### 3) Inspection and Rejection of Non-Conforming Products.

- a) Purchaser shall inspect the Products upon fifteen (15) days of receipt ("Inspection Period"). Purchaser will be deemed to have accepted the Goods unless it notifies TAKA-WPR in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by TAKA-WPR. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Purchaser's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. Beyond this deadline, the Products shall for all intents and purposes be considered accepted.
- b) If Purchaser timely notifies TAKA-WPR of any Nonconforming Goods, TAKA-WPR shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. Purchaser shall ship, at its expense and risk of loss, the Nonconforming Goods to TAKA-WPR 's locations in either the United States or Italy, as directed by TAKA-WPR upon receipt of notice of any Nonconforming Goods. If TAKA-WPR exercises its option to replace Nonconforming Goods, TAKA-WPR shall, after receiving Purchaser 's shipment of Nonconforming Goods, ship to Purchaser, at Purchaser 's expense and risk of loss, the replaced Goods to Purchaser's location.
- c) Purchaser acknowledges and agrees that the remedies set forth in Section 3(b) are Purchaser's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 3(b), all sales of Goods to Purchaser are made on a one-way basis and Purchaser has no right to return Goods purchased under this Agreement to TAKA-WPR.

### 4) Modifications - Additions and Changes Following Acceptance of the Order Confirmation

If the Purchaser requests Product modifications and/or variations to the terms stated in the Order Confirmation, TAKA-WPR reserves the right to accept or deny such variations, in its sole discretion. For each modification or variation accepted by TAKA-WPR, TAKA-WPR will inform the Purchaser of the new delivery timeframe and the additional costs associated with the requested modifications and/or variations. Price differences, additional ancillary costs, new payment methods, new contract terms and conditions for delivery, if any, new features, and new warranties, if any, shall be agreed upon between the parties in writing prior to the additions and/or variations being carried out.

### 5) Prices

The prices applied for the sale of the Products are indicated in the TAKA-WPR's price lists; these may be subject to revision, better specified in the Order Confirmation.

These variations must be communicated in writing by TAKA-WPR to the Purchaser.



## 6) Title & Risk of Loss

Title and risk of loss pass to Purchaser in accordance with the delivery terms set forth in the Order Confirmation. As collateral security for the payment of the purchase price of the Product, Purchaser hereby grants to TAKA-WPR a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

## 7) Payment Terms and Conditions - Delays

All prices and payment terms and conditions are indicated in the Order Confirmation. The prices indicated are exclusive of VAT and all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Purchaser. In case of a delay of payment as set forth in the Order Confirmation, interest charges will be applied at the lesser rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse TAKA-WPR for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition, if payments are late, TAKA-WPR reserves the right to, among other things, suspend the Product supply and/or interrupt any kind of intervention. Any complaints or disputes with respect to these Terms and/or the terms contained in the Order Confirmation shall not give the Purchaser the right to suspend or in any case delay payments for the Products. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with TAKA-WPR, whether relating to TAKA-WPR's breach, bankruptcy, or otherwise.

## 8) Limited Warranty

- a) For a period of twelve (12) months from the date of delivery (the "Warranty Period"), the Products will be free from defects in material and workmanship under normal use (the "Limited Warranty").
- b) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE 8, TAKA-WPR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Products. Third Party Products are not covered by the Limited Warranty. **FOR THE AVOIDANCE OF DOUBT, TAKA-WPR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- d) TAKA-WPR shall not be liable for a breach of the Limited Warranty unless: (i) Purchaser gives written notice of the defective Product, as the case may be, reasonably described, to TAKA-WPR within 15 days of the time when Purchaser discovers or ought to have discovered the defect; (ii) if applicable, TAKA-WPR is given a reasonable opportunity after receiving the notice of breach of the Limited Warranty to examine such Product and Purchaser returns such Product to TAKA-WPR's designated



business location, at TAKA-WPR's cost for the examination to take place there; and (iii) TAKA-WPR reasonably verifies Purchaser's claim that the Product is defective and such Product is not a Third Party Product.

- e) TAKA-WPR shall not be liable for a breach of the Limited Warranty set forth in this Article 8 if: (i) Purchaser makes any further use of such Products after giving notice set forth in Section 8(d)(i); (ii) the defect arises because Purchaser failed to follow TAKA-WPR's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Products; (iii) Purchaser alters or repairs such Products without TAKA-WPR's prior written consent; (iv) the Product(s) have been subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by TAKA-WPR, or improper testing, installation, storage, handling, repair, or maintenance; (v) Purchaser has caused the reconstruction, repair, or alteration of the Product by any person or entity other than TAKA-WPR or its authorized representative; and/or (vi) the Product was used with any third-party product, hardware, or product that has not been previously approved in writing by TAKA-WPR.
- f) This Limited Warranty covers the repair or replacement of any defective Product, at TAKA-WPR's sole discretion, that fails during the Warranty Period due to a defect in material or workmanship. TAKA-WPR will bear the cost of parts and labor necessary to repair or replace the defective Product, so long as Purchaser returns the faulty components to a TAKA-WPR's designated location within a reasonable time period. After replacement, TAKA-WPR will retain the allegedly defective components at its premises definitively. All interventions related to the Limited Warranty during the Warranty Period can only be carried out by qualified personnel provided by TAKA-WPR. Any unauthorized interventions shall void the Limited Warranty. Any latent defects following careful inspection must be reported in writing to TAKA-WPR, under penalty of forfeiture, within 15 (fifteen) days of discovery, and in any case no later than the expiry date of the Warranty Period provided for herein.
- g) Repairs and/or replacements during the Warranty Period do not extend the duration of the Limited Warranty. Any expenditure for hours of travel, board, and accommodation of TAKA-WPR's technical personnel to install replacement Products shall be borne by Purchaser.
- h) **THIS ARTICLE 8 SETS FORTH THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND TAKA-WPR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.**

#### 9) Limitation of Liability

**IN NO EVENT SHALL TAKA-WPR OR ANY OF ITS AFFILIATES OR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER TAKA-WPR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. TAKA-WPR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO TAKA-WPR PURSUANT TO THIS AGREEMENT IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR SUCH ORDER.**



## 10) Returns

Without prejudice to any of the foregoing, Product returns will not be accepted unless they have been authorized by TAKA-WPR in writing. In any case, the right to return Products is subject to the following conditions: (a) any damages to packaging and/or to the Products themselves must be immediately reported in writing on the carrier's proof of delivery document, under penalty of exclusion; (b) the Products purchased must be intact and returned in their original packaging, with all parts and components present; (c) the shipping costs to return the products are to be borne by the Purchaser; and (d) the Purchaser shall be fully responsible for the delivery of the returned products until they are correctly received at TAKA-WPR warehouse.

## 11) Compliance with the Law

Purchaser shall at all times comply with all laws applicable to this Agreement, Purchaser's performance of its obligations hereunder, and Purchaser's use of the Products. Without limiting the generality of the foregoing, Purchaser shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Products, and (b) not engage in any activity or transaction involving the Products, by way of shipment, use, or otherwise, that violates any law. Purchaser shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Purchaser. Purchaser assumes all responsibility for shipments of the Product requiring any government import clearance. TAKA-WPR may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Products.

## 12) Termination

In addition to any remedies that may be provided under these Terms, TAKA-WPR may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due under this Agreement and such failure continues for 5 days after Purchaser's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

## 13) No Re-Export to Russia and Byelorussia Clause

- (1) The Importer/Purchaser shall not sell, export, or re-export, directly or indirectly, to the Russian Federation and Byelorussia or for use in the Russian Federation and Byelorussia any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- (2) The Importer/Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including Exporter or TAKA-WPR.
- (3) The Importer/Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including Exporter or TAKA-WPR, that would frustrate the purpose of paragraph (1).
- (4) Any violation of paragraphs (1), (2), or (3) shall constitute a material breach of an essential element of this Agreement, and Exporter and/or TAKA-WPR shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 5% of the total value of this Agreement or price of the Products exported.
- (5) The Importer/Purchaser shall immediately inform TAKA-WPR about any issues in complying with paragraphs (1), (2), or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Importer/Purchaser shall make available to TAKA-WPR information



concerning compliance with the obligations under paragraph (1), (2), and (3) within two (2) weeks of the request for such information.

#### 14) Unforeseeable Circumstances and Force Majeure

TAKA-WPR will not be responsible for failing to satisfy any contractual obligation or delays caused by or derived from earthquake, fire, flood, pandemic, invasion, uprising, revolt, civil or military orders, states of alarm, mobilization, blockades, war (including in countries indirectly involved with the supply), strike, trade union actions, sit-ins, lock-outs, embargoes, interruption in any form of transport, pandemics, endemics, and any other circumstance that is beyond the control of TAKA-WPR, even if not expressly listed herein. The delivery date shall be postponed for the entire period of time in which one of the aforementioned causes delays fulfillment of the Agreement. TAKA-WPR has the right to terminate this Agreement in the event the force majeure/unforeseen event lasts for more than thirty (30) days.

#### 15) Intellectual Property

The Purchaser undertakes to maintain and protect the confidentiality of the TAKA-WPR Confidential Information of which it has knowledge, by way of example, technical data, processes, formulae, know-how, the research and development of TAKA-WPR products, or any of its affiliate's products, business activities, designs, technical specifications, software, and upgrades. Furthermore, the Purchaser may not modify the TAKA-WPR trademark, and the labels and logos found on the Products, nor may it reproduce, use, or exploit in any way the TAKA-WPR trademark and/or any other TAKA-WPR intellectual property on the Products and/or their accessories, including the software supplied with the Products and its source code.

#### 16) Assignment

Purchaser's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Purchaser without the prior written consent of TAKA-WPR. Any purported assignment or delegation in violation of this Article 16 is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

#### 17) Waiver

No waiver by TAKA-WPR of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by TAKA-WPR. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TAKA-WPR operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by TAKA-WPR precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by TAKA-WPR.

#### 18) Severability

If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### 19) Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



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## 20) No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

## 21) Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

## 22) Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America located in New York County, New York, or the courts of the State of New York in each case located in the City of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

v.1.0 (February 17, 2026)