

manroland Goss Terms and Conditions for Parts and Service Orders

Products and Services: These terms and conditions are the only terms which govern the sale of parts and/or the provision of services by manroland Goss web systems Americas LLC ("Seller") as set forth in Seller's proposal or quotation, including any Exhibits thereto ("Quotation") to which these Terms and Conditions are attached (the Quotation and these terms and conditions are the "Agreement"). No other terms and conditions including but not limited to any set forth in the Purchaser's Purchase Order or other document apply. The parts and/or services will be supplied in accordance with the schedule included in Seller's Quotation, or otherwise in a commercially reasonable manner, but subject to force majeure** or other events outside of Seller's reasonable control. If Purchaser is responsible, by act or omission, for any delays in shipment of the parts or performance of the services, payments shall be made as though shipment had been made as specified or contemplated and Purchaser shall reimburse the Seller for reasonable expenses and carrying charges associated with such delay. Should additional parts, components or services be requested or required beyond the written scope of work set forth in the Quotation, Seller shall promptly notify Purchaser of same and the charges for any additional services or parts ("Additional Charges"). Purchaser shall accept the Additional Charges in writing before such additional services are performed or additional parts supplied. The Additional Charges shall be payable by Purchaser in accordance with the Price and Payment terms set forth below.

Price and Payment: Seller's standard prices in effect at the time of shipment of parts or performance of services shall apply, except as otherwise specifically set forth in Seller's written proposal or quotation. Unless otherwise specifically set forth in Seller's written proposal or quotation, all payments are due within 30 days following the date of shipment of parts or performance of services. Any late payments will be charged interest at the lower of (i) 1.5% per month or (ii) the highest rate permissible under applicable law. Seller shall be entitled to suspend or terminate its performance in the event that Purchaser fails to make payments as and when due or fails to give adequate assurances of performance as and when requested by Seller.

Limited Warranty: Seller warrants the parts and/or services against defects in material or workmanship which exist in such items at the time of shipment or performance, that develop under normal use within the following periods, provided that Purchaser gives Seller written notice of any such defects within the stated warranty period and any defective good(s) must be returned to Seller as set forth herein: (i) manroland Goss Mechanical Parts - ninety days from date of shipment or date of installation by Seller if Seller is installing the part(s); (ii) manroland Goss Electrical Parts - thirty days from date of shipment or date of installation by Seller if Seller is installing the part(s); (iii) manroland Goss services —ninety days from the performance of the Services; (iv) Third Party Items - third party warranty only. Seller will at its option and as its sole responsibility, either repair or replace manroland Goss parts and re-perform manroland Goss services which do not conform to the warranty or description herein contained. If a part is described as USED, it is sold AS IS and WHERE IS. The defective article must be returned to Seller promptly after discovery of such defect with all transportation charges, taxes, and duties excises prepaid by Purchaser. Upon examination by Seller the article must be shown to have been defective due to a breach of this warranty. Seller will reimburse reasonable freight charges Purchaser incurs for transportation for repairs/replacement covered by this warranty. The warranty period on such repaired or replaced article shall be the unexpired term of the original warranty. The parties agree that the Seller cannot and does not make any representation or warranty concerning the amount of waste produced, the volume or quality of production or speed which the Purchaser will be able to achieve. Penalties and performance guarantees are excluded.

As its sole responsibility and liability for PATENT INFRINGEMENT, Seller shall defend any suit or proceeding brought against Purchaser based on a claim that a part made to manroland Goss' designs and furnished under this order constitutes an infringement, in its normal intended use, of any patent of the United States, on condition that Purchaser shall notify Seller promptly in writing and give Seller authority, information, and assistance for the defense of same, and Seller shall pay all damages and costs awarded therein against Purchaser.

If the equipment system for which a part or services are supplied by Seller has a remote diagnostic system, Seller's warranty shall be voided if Purchaser disconnects or prevents remote access to the system during the warranty period.

EXCEPT AS SET FORTH ABOVE IN THIS LIMITED WARRANTY SECTION, AND EXCEPT AS TO TITLE TO THE PARTS AND/OR SERVICES, NEITHER THE SELLER NOR ITS AFFILIATES MAKES ANY REPRESENTATION, STATEMENT OF FACT, PROMISE OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANTABILITY, CONDITION, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

Title and Risk of Loss: The parties acknowledge and agree that the responsibility for risk of loss or damage to the parts shall pass to the Purchaser per the 2010 Incoterm specified in Seller's proposal or quotation. If no delivery point is specified elsewhere, it shall be at the Seller's factory for parts and at the place of performance for services. In no event shall title to a part, or any portion thereof, pass to the Purchaser until the Purchaser has fulfilled all of its obligations under this Agreement, including without limitation, payment in full to the Seller of the Total Sales Price, plus any other amount due the Seller in connection with the purchase of the parts and services.

Taxes: Purchaser shall pay, or upon receipt of invoice from Seller, shall reimburse Seller for all sales, use, occupation, gross income, excise, and other taxes, tariffs or charges levied or imposed on Purchaser, or required to be collected by Seller, or imposed on the parts or on Seller resulting from this transaction or any part thereof, irrespective of whether included on the face of the Purchase Order at the time of entry of this order.

Safety and Indemnification: It is agreed that it is the responsibility of the Purchaser to provide a safe workplace and facility for employees and third parties. In the event that personal injury or property damage occurs as a result of the Purchaser's failure to install operate and maintain the parts in accordance with all applicable safety laws, rules and regulations and the Seller's instructions and recommended methods and procedures or as a result of the change, removal or defeat of guards, safety devices or software provided by the Seller, the Purchaser will defend and indemnify the Seller from any and all liability, loss, claims, costs and damages arising there from including attorneys' fees in enforcing its rights hereunder. A right to indemnification for losses caused by abuse or misuse of the parts and/or equipment is established by New Hampshire law, pursuant to chapter 359-F of the New Hampshire Revised Statutes Annotated.

Installation and Maintenance: Except as otherwise set forth in the Quotation, Purchaser is responsible for the installation and proper maintenance of the parts.

Returns: All sales are final; no return of unused parts will be permitted unless previously authorized in writing by Seller. All authorized returns will be subject to a 20% restocking charge. Any parts ordered by Purchaser which Seller must specially order (including any item not regularly stocked by Seller in quantities ordered by Purchaser) shall not be returnable by Purchaser to Seller under any circumstances.

Replaced Parts: Seller shall retain any part replaced under the warranty provisions herein, and such replaced part shall become the property of the Seller. Purchaser hereby waives any ownership right to such replaced part.

Software: Software supplied with or for any part shall remain the property of the Seller or its affiliates. The Seller hereby grants to the Purchaser a royalty free, non-exclusive and non-transferable license to use such software for the sole purpose of operating the part and/or the existing installed equipment system.

Miscellaneous: The Seller's Quotation together with these Terms and Conditions, constitutes the entire agreement between the Seller and Purchaser and supersedes any terms and conditions contained in the Purchaser's Purchase Order or other document and no understanding, agreement, term, condition or trade

custom in addition to or at variance herewith shall be binding on the parties. This Agreement may be modified only by written agreement, signed by both parties. This Agreement is binding on each of the parties' successors and assigns, although Purchaser may not assign without Seller's consent. This Agreement may be transmitted between the parties by facsimile machine or electronic mail and signatures appearing on faxed or electronic copies shall be treated as original signatures.

THIS IS AN INTEGRATED AGREEMENT AND THE WHOLE AGREEMENT BETWEEN THE PARTIES IS CONTAINED HEREIN. AS HEREIN SET FORTH, THE REMEDIES OF PURCHASER FOR ANY BREACH OF ANY OBLIGATIONS ARISING HEREUNDER SHALL BE ITS SOLE AND EXCLUSIVE REMEDIES. PURCHASER AGREES, THAT SELLER'S LIABILITY AS TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE OR THE SUBJECT MATTER THEREOF SHALL NOT INCLUDE LOSS OF ANTICIPATED PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND PURCHASER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL SUCH CLAIMS AND DAMAGES WHETHER ARISING AT CONTRACT OR AT LAW AND IRRESPECTIVE OF FAULT OR NEGLIGENCE. IN NO EVENT SHALL THE TOTAL LIABILITY OF SELLER ON CLAIMS OF ANY KIND ARISING OUT OF, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR BREACH OF THIS AGREEMENT EXCEED THE CONTRACT PRICE ALLOCABLE TO THE PARTS OR SERVICES GIVING RISE TO THE CLAIM.

This Agreement, and all claims arising out of or related to this Agreement or the subject matter hereof, shall be governed by the laws of the State of New Hampshire and any legal actions against Seller shall be pursued only in the State and Federal courts in New Hampshire and both parties hereby submit to the jurisdiction of the New Hampshire courts.

** Neither Seller nor Purchaser shall be liable or responsible for, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent such failure or delay arises from causes beyond such party's reasonable control, including without limitation strikes, wars, fires, floods, earthquakes, pandemic (including but not limited to the Covid-19 outbreak which was characterized as a pandemic by the WHO on March 11, 2020), epidemic or other acts of terror or other acts of God. Except as specifically set forth in this provision, the parties hereby waive and release any and all claims for damage, compensation, liquidated damages, contractual penalties of any kind whatsoever from the other party as a result of any delay or failure to perform arising out of the Covid-19 outbreak.

Ukraine War Impact Clause

- (1) If, for reasons that are directly or indirectly related to the Russian invasion of Ukraine or any ongoing war, hostilities or conflict between Russia and Ukraine ("Ukraine War") and the resulting direct or indirect consequences for the global economy, circumstances arise that are not to be regarded as events of force majeure, but which nonetheless have an impact on the global movement of parts and the supply chains and which result in a delay in the production process of the subject of the Agreement, the Seller is entitled to adjust the delivery date of the subject of the Agreement accordingly and to postpone it according to the given circumstances. The right to adjust the delivery date exists until the reasons for the adjustment cease to exist. The legal consequences for delays in delivery do not apply in the case of delays caused by the Ukraine War. If by reason of the Ukraine War, delivery is delayed more than one year, either party may terminate the Agreement by written notice to the other party, and in that event Seller shall refund to Buyer all payments previously made hereon ("Payments"), without interest. In the event Seller has expended funds on the Agreement which cannot be recouped, the parties agree that Seller may deduct one-half of such costs from Buyer's Payments prior to refunding same.
- (2) Insofar as circumstances arise as a result of the Ukraine War which have the direct or indirect effect that the calculation of cost for the production of the subject matter of the Agreement, on which the Agreement was originally based, is no longer acceptable to Seller because (for example, but not exclusively and conclusively) the costs for the procurement of parts and raw materials have increased by more than 10 percent compared to the original assumption, the Seller has the right to adjust the Agreement price according to this change. If Buyer does not agree with the request of Seller to adjust the Agreement price, Buyer has the right to terminate the Agreement by written notice to Seller and in that event Seller shall refund to Buyer all payments previously made hereon ("Payments"), without interest. In the event Seller has expended funds on the Agreement which cannot be recouped, the parties agree that Seller may deduct one-half of such costs from Buyer's Payments prior to refunding same.