

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These Standard Term and Conditions for the Supply of Goods and Services between **RATH®** ("Supplier") and [REDACTED] ("CUSTOMER") apply to the supply of goods ("Goods") and services ("Services") by Supplier to Customer, whether pursuant to an order, invoice, quotation, or other applicable document or communication. These Conditions are the only terms and conditions on which Supplier will supply goods and services to Customer and will apply to the exclusion of all other terms and conditions (including those which Customer purports to apply under any order, confirmation of order or similar document).

1. PRICE AND PAYMENT; DELIVERY

1.1 Terms of payment are exclusive of any sales taxes (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) and such amounts are the responsibility of Customer.

1.2 Supplier will be entitled to vary the prices and/or charges for the Goods and/or Services at any time by giving written notice to Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of: (i) any change in Applicable Law; (ii) any variation in Customer's requirements for the Goods and/or Services; or (iii) any information provided by Customer being inaccurate or incomplete.

1.3 If any sum payable for the Goods and/or Services is not paid on or before the due date for payment, Supplier will be entitled to charge Customer interest on that sum at the lesser of (i) 12% per annum or (ii) the maximum interest rate allowed under Applicable Law. Customer shall also reimburse Supplier for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

1.4 The Goods will be delivered Ex Works (as such term is defined in Incoterms 2010) at the location specified by Supplier in its acceptance of Customer's order, and risk of damage to or loss of the Goods will pass to Customer upon delivery at such location.

2. LIMITED WARRANTY

2.1 Supplier warrants to Customer that for a period of 2 years (the "Warranty Period") the Goods will conform to the Specification in all material respects and be free from defects in materials and workmanship in all material respects.

2.2 Customer will: (i) give written notice of the breach to Supplier within 5 days after Customer becomes aware of the breach and prior to expiration of the Warranty Period; (ii) at Supplier's option either return to Supplier (at Customer's cost) the relevant Goods or permit Supplier or its agent to inspect it at Customer's premises; and (iii) provide to Supplier all information and assistance which Supplier may reasonably require to investigate the alleged breach.

2.3 Supplier will not have any liability for a breach of the warranty in this Condition if (i) Customer does not comply with the obligations in Condition 2.2; (ii) the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by Supplier or the manufacturer; or (iii) Customer makes further use of the relevant Goods after discovering the relevant breach.

2.4 Supplier's only liability and Customer's sole remedy for breach of the warranty in this Condition will be, at Supplier's option, to repair or replace the relevant Goods. The warranty under this Condition will apply to any Goods which are repaired or replaced under Condition for the remainder of the original Warranty Period.

2.5 Components manufactured by a third party ("Third Party Components") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Goods or Services. Third Party Components are not covered by the foregoing warranty and Supplier makes no warranty with respect to any Third Party Components.

2.6 THE WARRANTY SET FORTH IN THIS CONDITION IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, SPECIFICALLY EXCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SET FORTH IN THIS CONDITION IS MADE SOLELY TO CUSTOMER AND IS NOT TRANSFERABLE TO ANY OTHER PERSON OR ENTITY.

3. LIMITATIONS OF LIABILITY

3.1 Supplier's maximum aggregate liability will be limited to a sum that is equal to [e.g., 100% of the price payable for the goods and services].

3.2 SUPPLIER WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY LOSS OF PROFIT, USE, REVENUE, GOODWILL, REPUTATION, OPPORTUNITY, OR BARGAIN, OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE.

3.3 THE LIMITATIONS IN THIS CONDITION SHALL APPLY EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER THE CLAIM FOR RECOVERY IS BASED ON (i) BREACH OF WARRANTY OR CONTRACT, OR (ii) NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.

3.4 For the avoidance of doubt the financial limits on liability set out in Condition 3 are the maximum liability of Supplier, its employees, agents and sub-contractors in the aggregate.

4. **INTELLECTUAL PROPERTY.** Nothing herein or in the provision of Goods and/or Services will operate to transfer to Customer or to grant to Customer any license or other right to use any of Supplier's intellectual property rights, except that Customer may use such intellectual property rights solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied. Customer will not remove or alter any trademarks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trademarks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging.

5. COMPLIANCE WITH LAWS

5.1 Customer will comply with all Applicable Laws, including, but not limited to, all Data Protection Laws, Anti-Slavery Laws, and Anti-Corruption Laws.

5.1.1 "Applicable Laws" means any: (a) statute, order, ordinance, regulation, treaty, decree or law of any governmental, statutory or regulatory body, whether local, state, federal or otherwise; (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body, whether local, state, federal or otherwise; and/or (c) legally binding industry code of conduct or guideline, in each case in force from time to time which relates to the provision of the Goods and/or Services.

5.1.2 "Anti-Slavery Laws" means all Applicable Laws which relate to anti-slavery or servitude, anti-forced or compulsory labor and/or anti-human trafficking, including, but not limited to, the Modern Slavery Act 2015.

5.1.3 "Anti-Corruption Laws" means all Applicable Laws relating to anti-bribery and anti-corruption including, but not limited to, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, and the UN Convention Against Corruption.

5.1.4 "Data Protection Laws" means all Applicable Laws relating to data protection and privacy in force from time to time in those parts of the world in which Supplier or Customer operate and/or process personal data (either directly or via a third party), including, but not limited to, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and the Data Protection Act 2018.

5.2 Customer hereby indemnifies and holds Supplier harmless from any liability, claims, demands or expenses (including, without limitation, legal fees) arising from Customer's noncompliance with the provisions of this Condition.

6. GENERAL

6.1 Supplier will not be in breach or otherwise liable to Customer for any failure to perform or delay in performing its obligations to the extent that such failure or delay is due to a force majeure event.

6.2 These Conditions constitute the entire agreement between the parties and supersede any prior agreement or arrangement in respect of the subject matter hereof.

6.3 A delay in exercising or failure to exercise any right or remedy under or in connection with these Conditions will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy.

6.4 If any term of these Conditions is found by any court or body or authority of competent jurisdiction to be unlawful, void or unenforceable, such term will be deemed to be severed from these Conditions and the remainder of these Conditions will continue in full force and effect.

6.5 Supplier may assign any of its rights and obligations under these Conditions to an affiliate or in connection with the purchase of all or substantially all of its assets. Customer shall not assign or transfer any of its rights or obligations under these Conditions without Supplier's prior written consent.

6.6 Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

6.7 These Conditions are made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the State of Wisconsin. All actions arising hereunder shall be instituted in Waukesha County, Wisconsin. Customer hereby consents to the jurisdiction of the state and federal courts sitting in said County.

6.8 The terms and conditions of any confidentiality and/or non-disclosure agreement in effect between Supplier and Customer is incorporated herein by reference.