

Pilz Services Terms and Conditions

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The following terms and conditions shall apply to the delivery of services including supply of personnel, consulting, training and engineering.

1 GENERAL PROVISIONS

1.1 Definitions and General Provisions

- 1.1.1 Pilz shall mean Pilz GMBH & Co. KG with its registered address at Felix-Wankel-Straße 2,73760 Ostfildern Germany or the Pilz subsidiary as indicated on the Services Proposal to which these terms and conditions are hereby incorporated.
- 1.1.2 The Customer shall mean any company or partnership entering into an agreement to purchase Services from Pilz
- 1.1.3 Purchase Order shall mean purchase order issued to Pilz by Customer or any electronic communication from the Customer to Pilz referencing Customer's Purchase Order Number. An order shall only be binding if it is placed in writing, by email or via an agreed online platform or portal. Orders placed by phone shall only be binding if Pilz subsequently confirms them in writing or through electronic means.
- 1.1.4 These terms and conditions shall form the basis for each order. If general terms and conditions of the Customer are in conflict with the Pilz terms and conditions of supply, these terms and conditions shall take precedence. The submission of other general terms and conditions by the Customer are strictly subject to Section 1.1.6 below.
- 1.1.5 The Agreement shall mean the agreement between the parties hereto comprising the: 1. Pilz Services Proposal and these general terms and conditions; 2 the Purchase Order and 3; if relevant, the Pilz order confirmation and shall take precedence over each other in the order in which each document is listed herein.
- 1.1.6 Even if incorporated in the contract by express reference in the Purchase Order any document or documents emanating from the Customer which contains printed or standard conditions or a link to online standard conditions that have been and will be sent by the Customer and received by Pilz unless expressly accepted by Pilz in writing are subject to at all times to the Services Proposal and these General Terms and Conditions which shall take precedence..
- 1.1.7 Services shall mean the provision of consultants to carry out assessments or delivery of training services or engineering services as defined in the proposal, offer or quote provided by Pilz.
- 1.1.8 Pilz Service Proposal shall mean any written offer, in paper or electronic form, provided by Pilz to the Customer outlining the technical scope, deliverables and pricing (where relevant) for the Services offered to the Customer.
- 1.1.9 No other party, person or entity other than the Customer may rely on, use, or claim any benefit from any deliverable, including but not exclusively; report, statement or document and Pilz accepts no responsibility or liability to any third party in respect of any such deliverable or such material, whether arising in contract, tort, statute or otherwise.

1.2 Communication and Language

- 1.2.1 These terms and conditions shall be interpreted in the English language unless otherwise agreed or required by law. Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, unless otherwise specified or agreed between the parties such communication shall be written in the English language.
- 1.2.2 The provision(s) that cannot be enforced in whole or in part shall be replaced by a provision, whose commercial purpose approaches that of the unworkable provision as closely as possible.

1.3 Assignments and Sub-Contracts

- 1.3.1 Pilz shall not assign the benefits, other than financial benefits, from the Agreement without the written consent of the Customer.
- 1.3.2 The Customer shall not assign obligations under the Agreement without the written consent of Pilz.

1.4 Publication

- 1.4.1 Unless otherwise agreed, Pilz, either alone or jointly with others, can publish, publicise, market and advertise material and information relating to the Services. Publication shall be subject to approval of the Customer if it is within two years of completion or final delivery of the Services.

1.5 Corruption and Fraud

- 1.5.1 Each party, in the course of the Services shall:
- (i) Comply with all applicable anti-bribery and corruption laws, regulations or other rules (both global and local)
 - (ii) Have in place and enforce throughout the term of this Agreement policies and procedures to ensure proper compliance.

Each party shall:

- (i) Report any suspected or alleged breach of the above to the other party without delay; (ii) report to the other party any request or demand for any undue or unlawful payment or other advantage of any kind received in connection with the performance of this Agreement without delay; (iii) co-operate with any investigation or enquiry by the other party into any suspected breach of such laws in connection with this Agreement;
- (ii) Breach of this Article shall constitute a material breach of this Agreement. Where a breach committed by one party is capable of remediation and is not remedied to the reasonable satisfaction of the other party within 21 days, the other party shall be entitled to terminate the Agreement with immediate effect and withhold any payments that may be otherwise due in connection with this Agreement at the time of termination.

1.5.2 To the extent permitted by law, any party in breach of this Article shall indemnify and hold the other party harmless from any and all losses, liabilities, damages or costs incurred by the other party as a result of the breach. Pilz complies at all times with its corporate Code of Conduct in matters of corruption, anti-bribery, environmental, sustainability and labour practices. Pilz cannot deviate from the Code for any reason. If during the delivery of Services or by request or requirement or characteristic of Customer and its project requirements which results in a potential deviation or non-compliance with the Code, Pilz reserves the right to refuse the requirement or request without penalty or requirement to pay compensation and immediately terminate the Agreement and cease delivery of Services.

2 INTELLECTUAL PROPERTY

- 2.1.1 Pilz retains all copyrights, the design rights, database rights, patents, trademarks and any other intellectual property rights of all documents, reports, analyses, check lists, software tools and all other deliverables whether in hard copy, soft copy or online that have been provided to the Customer by Pilz. The Customer shall be entitled to use them or copy them only for the project and the purpose for which they are intended, and need not obtain Pilz's permission to copy for such use.
- 2.1.2 All intellectual property associated with the training material provided to Customer remains the property of Pilz, its parent company or affiliates and Customer, including training attendees employed or contracted by the Customer, shall not to make any audio, video or other form of recording of the training sessions. Training material shall not be duplicated, adapted, forwarded, reverse engineered, decompiled or made available to third parties or for unauthorised purposes without the express written permission of Pilz.
- 2.1.3 All training course material is only for teaching, instruction and informational purposes only and can only be used for these purposes for which they were intended and Pilz shall have no responsibility for the use of the material that is not solely training purposes.
- 2.1.4 The Pilz or CMSE® trademark, trade name, design or logo may not be used without prior permission of Pilz. Any infringement shall entitle Pilz to seek compensation or equitable remedy.
- 2.1.5 Any software associated with the Services that is part of the deliverables is subject to terms of its licence from Pilz and the terms of any third-party or open-source licence and associated warranties.
- 2.1.6 Intellectual property that is created or developed jointly by Pilz, its employees or subcontractors, and the Customer during delivery of Services shall be the property of Pilz.
- 2.1.7 Pilz shall bear no responsibility if technical documents delivered to it by the Customer or on his behalf are in breach of existing third-party intellectual property rights. The Customer shall bear sole liability if these rights of third parties are breached by the delivery of the Services or associated deliverables. The Customer shall indemnify, defend, hold harmless and release Pilz from all third-party claims from such a breach of rights.
- 2.1.8 The transfer of ownership of any new intellectual property rights created in the results of the Services or their deliverables achieved within the scope of performance of the Services for the Customer, as agreed in the quotation, such as documentation, reports, planning documents, evaluations, drawings, programming material and similar, shall require a separate written agreement between Customer and Pilz. Pilz shall reserve a free and non-exclusive right of use to these results of work, for research and teaching purposes.

3 CONFIDENTIALITY

- 3.1.1 The parties agree: (i) to keep the other party's Confidential Information confidential; (ii) not to use the other party's Confidential Information except for the purposes of the Services; and (iii) not to disclose the other party's Confidential Information to any third party and to use reasonable efforts to prevent any such disclosure except as expressly permitted by this Agreement.
- 3.1.2 Each party shall protect the Confidential Information of the other party through the exercise of the precautions with no less protection and care than it customarily uses in preserving and safeguarding its own confidential information. The party receiving will keep the Confidential Information in a secure environment and not copy or use the Confidential Information except as is reasonably necessary in connection with the Services. The receiving party agrees to advise the disclosing party immediately if it is aware or suspects that the security of the Confidential Information has or may be compromised in any way.
- 3.1.3 Furthermore, all parties shall confirm that employees and other representatives charged with the execution of the contract shall be subject to appropriate confidentiality agreements. The Receiving Party shall not reproduce, copy, disclose, disseminate and/or transfer to any third party in whole or in part any Confidential Information of the Disclosing Party except in the following circumstances: with the prior written consent of the Disclosing Party; or on a need-to-know basis to its employees, agents and sub-contractors, or the

employees of any affiliated company.

- 3.1.4 The Parties undertake not to engage in any reverse engineering, de-compilation or testing of any Confidential Information or items provided by the other Party for the purposes of acquiring the operating, business or trade secrets embodied in these items.
- 3.1.5 Confidentiality obligations in accordance with this agreement shall not apply if and to the extent to which contracting parties can prove that the information in question:
- a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Agreement or
 - b) enters the public domain through no fault of the parties or
 - c) is/was legitimately gained from a third party or
 - d) is in the possession of the Receiving Party before receipt from the Disclosing Party.

4 CUSTOMER OBLIGATIONS

4.1 Information, Decisions and Clarifications

- 4.1.1 Customer shall, as soon as possible, provide to Pilz, free of cost, all relevant information which may pertain to the Services and enable Pilz to effectively carry out the Services. Failure to do so may have an effect on any delivery schedules or cause extra work, time or expenditure which Pilz reserves the right to charge additionally for.
- 4.1.2 On all matters properly referred to or requested in writing by Pilz, the Customer shall give its decision in writing within a reasonable time so as not to delay the Services.
- 4.1.3 Where matters require clarification or doubts have arisen, it is the responsibility of the Customer, his/her staff or authorised persons to resolve these concerns through specific enquiries or by requesting more detailed information.
- 4.1.4 Customer shall provide all technical and operational information as reasonably required for Pilz to plan and deliver the Services as per the Services Proposal and as agreed by Pilz. Customer will indemnify Pilz against all claims, demands or losses resulting from a failure to supply all necessary information or inaccurate, incomplete or erroneous information.
- 4.1.5 Customer shall obtain and provide all necessary permits and consent from third parties or regulatory bodies or within its own procedures, policies, site rules or health and safety requirements at a reasonable time before start of Services.
- 4.1.6 Customer shall provide timely notice and details of any changes to scope of Services or deliverables, including any which result from discussions with their own customers, end users or OEMs. Pilz will not be responsible for any such changes they are not made aware of in a timely manner.

4.2 Customer's Financial Arrangements

- 4.2.1 The Customer shall submit, within 28 days after receiving any request from Pilz, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Customer to pay Pilz's fees in accordance with the terms outlined in the Services Proposal. If the Customer intends to make any material change to his financial arrangements, the Customer shall give notice to Pilz with detailed particulars.

4.3 Equipment and Facilities

- 4.3.1 The Customer shall make available, free of cost, to Pilz for the purpose of the Services the personnel, equipment and facilities described in the Services Proposal and, at a minimum, at all times sufficient and reasonable support to enable Pilz to deliver the Services in accordance with any agreed schedule.

4.4 Supply of Customer Personnel

- 4.4.1 In consultation with Pilz, the Customer shall at his own cost arrange for the selection and provision of suitably qualified and experienced personnel in its employment or any suitable subcontractors (Customer Personnel) to Pilz in accordance with the Services Proposal.
- 4.4.2 Pilz will bear no responsibility or liability for Customer Personnel who do not act in accordance with Pilz instructions or guidance during the delivery of the Services.
- 4.4.3 If the Customer cannot supply Customer's personnel for which it is responsible and it is agreed to be necessary for the satisfactory performance of the Services, Pilz shall arrange for such supply as an additional service and subject to further or extra charges.

4.5 Customer's Representative

- 4.5.1 The Customer shall designate a contact person to be his representative for the administration of the Agreement and/or to act as contact for Pilz during the delivery of the Services. Customer shall notify Pilz in case the contact person is changed.

4.6 Payment for services

4.6.1 The Customer shall pay Pilz for the Services in accordance with the Services Proposal or as agreed between the Parties.

5 PILZ OBLIGATIONS

5.1 Scope of Services

5.1.1 Pilz shall perform the Services as stated in the Services Proposal which has been agreed and accepted by the Customer.

5.2 Duty of Care and Exercise of Authority

5.2.1 Notwithstanding anything else in this Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of Pilz), Pilz shall have no other responsibility than to exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

5.2.2 Customer acknowledges that when Pilz performs the Services requested by Customer, there may be unforeseeable effects on the entire system/machine, for example as a result of changing the parameters or software. Customer shall take the necessary measures to commission the system/machine at its own risk. The Customer shall release Pilz from all liability in that respect.

5.2.3 Where the delivery of Services is subject to the terms of a separate contract between the Customer and any third party, Pilz shall:

- (i) Only be bound by that third party contract if it has been made explicitly clear to Pilz that they are bound by that contract and to what extent they are bound and have sufficient opportunity to review and provide its express acceptance.
- (ii) Shall select Pilz personnel providing the services having due regard for the tasks they are required to perform and taking account of size and complexity of the undertaking.
- (iii) If it is necessary to replace any of the personnel provided by Pilz, Pilz shall arrange for replacement by a person of comparable competence as soon as reasonably possible.

5.2.4 The cost of such replacement shall be borne by Pilz except where the replacement is requested by the Customer, and in such case:

- (i) The request shall be in writing stating the reasons for it; and
- (ii) The Customer shall bear the cost of replacement and deployment (including travel and accommodation expenses) unless it is agreed that misconduct or inability to perform satisfactorily is accepted by Pilz as the reason for the replacement.

5.2.5 In the case where Pilz has provided a Proposal for Services based on personnel located in a particular Pilz Subsidiary upon which the pricing is based and if Customer then requests that personnel must come from another Pilz Subsidiary then Pilz reserve the right to withdraw the Proposal or to adjust the service fees or rates based on personnel coming from the other Pilz Subsidiary.

5.2.6 During the delivery of services and for one year after completion of the Services or delivery of any associated deliverables, whichever is later, Customer shall not directly or indirectly solicit, encourage to leave, recruit or hire an employee of, or person contracted to, Pilz (and its affiliates) who was part of the delivery of the Services for the Customer.

5.2.7 For the administration of the Agreement, Pilz may designate an official or individual to be its representative.

6 COMMENCEMENT, COMPLETION, VARIATION AND TERMINATION

6.1 Agreement Effective

6.1.1 The Agreement is effective from the date of receipt by Pilz of the Customer's purchase order, or formal letter of acceptance of Pilz's proposal or the date of the latest signature necessary to complete a formal agreement, if any, whichever is the later.

6.2 Variations

6.2.1 This Agreement can be varied on application by either Party and then agreed in writing by both Parties.

6.2.2 If requested by the Customer in writing, Pilz shall submit proposals for varying the Services. Pilz shall not be required to commence the varied Services until such time as the Customer has given its written approval of the fees associated with the varied Services. Such variance proposal include a variation in prices or rates and will also be subject to these General Terms and Conditions.

6.2.3 Variations or subsequent versions of a Service Proposal will also be subject to these General Terms and Conditions

6.3 Delays

- 6.3.1 If the Services are impeded or delayed by the Customer or its contractors, suppliers, OEMs or other third parties so as to increase the scope, cost or duration of the Services:
- (i) Pilz shall inform the Customer of the circumstances and probable effects;
 - (ii) The increase in scope and/or costs shall be regarded as additional Services; and
 - (iii) The time for completion of the Services shall be increased accordingly

- 6.3.2 Pilz shall have no responsibility or liability to Customer or third parties due to delays and omissions caused by Customer or its contractors, OEMs or other third parties.

6.4 Force Majeure

- 6.4.1 No Party shall be held liable or responsible to the other Party nor be deemed to be in default under, or in breach of any provision of, this Agreement for failure or delay in fulfilling or performing any obligation of this Agreement when such failure or delay is due to Force Majeure. For purposes of this Agreement, force majeure is defined as causes beyond the control of the party claiming Force Majeure, including, without limitation, acts of God; acts, regulations, or laws of any government; war; civil commotion; destruction of production facilities or materials by fire, flood, earthquake, explosion or storm; labour disturbances; epidemic; pandemic and failure of public utilities or common carriers and other severe and unforeseen disruptions to supply chain.
- 6.4.2 The Party claiming the Force Majeure event shall immediately notify the other Party of such inability and of the period for which such inability is expected to continue. The Party giving such notice shall thereupon be excused from such of its obligations under this Agreement as it is thereby disabled from performing for so long as it is so disabled and the 30 days thereafter. To the extent possible, each Party shall use reasonable efforts to minimize the duration of any force majeure.
- 6.4.3 In these force majeure circumstances:
- (i) If certain Services must be suspended, the time for their completion shall be extended until the circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them; and if
 - (ii) The speed of performing certain Services must be reduced, the time for their completion shall be extended as may be made necessary by the circumstances.

6.5 Abandonment, Suspension or Termination of Services

- 6.5.1 If the Customer intends to suspend or terminate all or part of the Services it must give at least 28 days' notice (before commencement date of delivery of the Services) to Pilz, and Pilz shall immediately make arrangements to stop the Services and minimise expenditure. If Customer suspends or terminates Service with less notice than:
- 28 days, Pilz reserves the right to charge customer 10% of total quoted fees for the suspended or terminated Services.
 - 14 days, Pilz reserves the right to charge customer 20% of total quoted fees for the suspended or terminated Services
 - 7 days, Pilz reserves the right to charge customer 30% of total quoted fees for the suspended or terminated Services.
 - less than 7 days, Pilz reserves the right to charge customer 40% of total quoted fees for the suspended or terminated Services
- 6.5.2 In all cases where Customer suspends or terminates all or part of the Services Customer may be liable to Pilz for any reasonable and unrecoverable expenditure it has incurred or will incur in anticipation of, or in preparation for, delivering the Service as originally agreed.
- 6.5.3 If the Services are suspended with or without notice for a period of more than 84 days, Pilz may invoice the Customer for the services delivered, and/or reasonable expenditure incurred up to the time of suspension.

6.6 Termination of Agreement

- 6.6.1 If Pilz is, without good reason, not discharging his obligations the Customer may inform Pilz by notice stating the grounds for the notice. If a satisfactory response is not received within 21 days, the Customer may by a further notice terminate the Agreement provided that such further notice is given within 35 days of the Customer's former notice.
- 6.6.2 After giving at least 14 days' notice to the Customer, Pilz may, by a further notice of at least 70 days, terminate the Agreement, or at his discretion, without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the Services:
- (i) when 48 days after the due date for payment of an invoice Pilz has not received payment of that part of it which has not by that time been contested in writing; or
 - (ii) when Services have been suspended and the period of suspension has exceeded 182 days.
- 6.6.3 Pilz reserves the right to terminate this Agreement if Customer defaults in the performance of any of its obligations under the Agreement, a Purchase Order, Services Proposal or SOW (Statement of Work), and does not resolve such breach within thirty (30) days of receipt of a Notice of default, then Pilz, by giving 30 days' Notice, may terminate the Agreement or Order or SOW as of the termination date specified in the Notice.
- 6.6.4 Either Party may at any time terminate the Agreement with notice, as of the date specified in such notice if: (a) the other Party at any time goes bankrupt, insolvent or goes under receivership or administration or makes any arrangement with or for the benefit of its creditors; or (b) the other Party passes a resolution or a court makes an order that: (i) the other Party be wound up, or (ii) a receiver or an administrator on behalf of a creditor is appointed in respect of the business of the other Party or any part or parts thereof, or (iii) circumstances arise which entitle a court or a creditor to appoint a receiver or administrator or which entitle a court to make a winding-

up order.

- 6.6.5 Pilz may, by giving notice in writing to the Customer, terminate the Agreement as of the date specified in such notice if there is a change of control of the Customer and in the opinion of the Customer such change of control will affect the suitability and capacity of Customer to fulfil its obligations under the Agreement or have a negative impact on the reputation of Pilz. Customer shall provide notice to Pilz as soon as possible in the event of a change of Control of the Customer.

6.7 Rights and Liabilities of Parties

- 6.7.1 Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
- 6.7.2 Any articles of this Agreement which by their nature are intended to survive termination or expiration, including but not limited to confidentiality, intellectual property rights, limitations of liability, indemnities, and any payment obligations accrued prior to termination, will remain in full force and effect following the termination or expiration of this Agreement.

7 PAYMENT

7.1 Payment to Pilz

- 7.1.1 The Customer shall pay Pilz for the Services in accordance with the conditions and the details stated in the Services Proposal unless otherwise agreed.
- 7.1.2 Unless otherwise agreed in writing the Customer shall pay Pilz in respect of additional or exceptional Services:
- a) for extra time spent by Pilz's personnel in the performance of the Services; and
 - b) the net cost of all other extra expense incurred by Pilz
- 7.1.3 If the Customer requires Pilz to appoint selected consultants as Pilz's sub-consultants, any fees owed to those subconsultants shall be due to Pilz in addition to Pilz's own fees, unless otherwise agreed.

7.2 Time for Payment

- 7.2.1 In the case where payment terms are not stipulated in the Services Proposal then the default payment terms shall be 30 days from the date of invoice or immediate payment in the case of new or customers that Pilz, where in its discretion, considers that immediate payment terms are appropriate.
- 7.2.2 Pilz reserves the right to charge interest for any late payments based on payment terms as stipulated in the Services Proposal or the above default payment terms to the extent permitted by law in the amount of 2.5% compound interest per month on the outstanding amount. This interest rate may be subject to a different rate, as indicated in a Services Proposal or otherwise may be varied, if inflationary or other economic reasons necessitate an increase which reflects such an economic situation.
- 7.2.3 Pilz also reserves the right to charge Customer any reasonable costs, including collection, legal and administrative fees, associated with recovery of any outstanding amounts and interest charges.
- 7.2.4 The Customer shall not withhold payment of any fee properly due to Pilz without giving Pilz a notice of his intention to withhold payment, with reasons, no later than 4 days prior to the date on which the fee payment becomes due. If no such notice of an intention to withhold payment is given, then Pilz shall have an enforceable contractual right to such payment.

7.3 Disputed Invoices

- 7.3.1 If any item or part of an item in an invoice submitted by Pilz is contested by the Customer, the Customer shall give a notice of its intention to withhold payment with reasons and shall not delay payment on the remainder of the invoice. The above interest charges shall apply to all contested amounts which are finally determined to have been payable to Pilz.

7.4 Payment and Title for Product

- 7.4.1 Unless otherwise agreed in writing by Pilz, delivery of any products associated with a services project shall be made EXW (Incoterms 2020), with transportation expenses paid by the Customer.
- 7.4.2 Risk of loss or damage and other incidents of ownership shall immediately pass to Customer, but Pilz as security for Customers' performance, will retain title to such products until payment in full is received.
- 7.4.3 The Customer agrees to do all acts necessary to perfect and maintain such security right and title for Pilz. It shall be Customers' responsibility to file any claims for loss with the carrier.

7.5 Currencies of Payment

- 7.5.1 The currencies applicable to the Agreement are those stated in the Services Proposal. For any payments made in a currency (Payment Currency) other than the currency in which the Service Fees are quoted (Quotation Currency) Pilz reserves the right to adjust fees if the currency exchange rate between the Payment Currency and the Quotation Currency fluctuates by +/- 7%.

8 DATA SECURITY

8.1 Technical and Organisational Measures

- 8.1.1 Customer shall ensure that appropriate technical and organizational measures are implemented to protect any Pilz data, including Personal Data, against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate and as least as protective as measures taken by Customer to protect Customer's own data, including Personal Data, and that of its employees and sub-contractors.
- 8.1.2 Customer agrees and warrants that it and its employees or sub-contractors will adhere to any data security policies, procedures and requirements in relation to the security of Pilz online systems, tools and email and will not provide any data to Pilz neither on its online systems, email nor other forms of electronic communication that include viruses, malware, spyware or otherwise compromises or damages the security and functioning of any Pilz system, platform or email account.

8.2 Data Breach

- 8.2.1 Customer shall inform Pilz immediately or as soon as it becomes aware of a data breach, virus, ransomware or other threat that affects or is suspected of affecting its systems which may affect the security and confidentiality of Pilz data, including Personal Data.

9 EXCLUSION/LIMITATION OF LIABILITY

- 9.1.1 To the extent permitted by law in no event shall Pilz's total and aggregate liability, whether related to this Agreement, breach of contract, tort (including negligence) or acts or omissions by Pilz shall exceed the total fees paid by Customer to Pilz up to the date of the event that gave rise to the claim or action.
- 9.1.2 To the extent permitted by law Pilz will not be liable to Customer for:
- losses, expenses,
 - loss of profits, revenue, opportunities, downtime or unavailability of machinery, business or goodwill
 - any indirect or consequential loss
- 9.1.3 The above exclusions and limitations do not apply for:
- death or personal injury as a result of negligence on the part of Pilz
 - wilful or intentional misconduct or acts of fraud or gross negligence on part of Pilz
 - negligent breach of material contractual duty or obligation on the part of Pilz where such breach jeopardises the achievement of the purpose of the contract and the fulfilment of which makes the proper fulfilment of the contract possible in the first place, and the compliance with which the client is regularly entitled to rely
 - claims under applicable product liability law which prohibit or limit the above exclusions or limitations
- 9.1.4 The liability of Pilz is excluded in relation to any claims related to or caused by components, products or services, other than those provided, manufactured or specified by Pilz. This would include third party products or components installed or specified by the Customer or by a third party.
- 9.1.5 Pilz shall not be liable for any installation work carried out by the Customer and the burden of proof that the installation is free from defects shall be the responsibility of the Customer.

9.2 Duration of Liability

- 9.2.1 Notwithstanding anything else in this Agreement or any legal requirement of the Country or any other jurisdiction (including, for the avoidance of doubt, the jurisdiction of the place of establishment of Pilz), neither the Customer nor Pilz shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before such date as is prescribed by the applicable law but not more than 5 years from the delivery or termination of services whichever is the earlier.

10 INDEMNITY

- 10.1.1 So far as the law governing this Agreement permits, the Customer shall defend, hold harmless and indemnify Pilz, its directors, partners, officers, agents and employees against the adverse effects of all claims by third parties which arise out of or in connection with the Agreement for damages, losses, expenses, including litigation costs and reasonable legal representation fees even any made after the expiry of the period of liability referred to in the Agreement.

11 INSURANCE

11.1 Insurance of Liability and Indemnity

- 11.1.1 Customer shall obtain and maintain at its expense from a reputable insurance company the legally required and sufficient insurances to cover any claims in relation to this Agreement.

12 SERVICES WARRANTY

- 12.1.1 Pilz shall perform the Services in accordance with these terms and conditions on the basis of the recognised guidelines, the level of technology available to Pilz at the time the services are performed, with all reasonable skill, care and diligence and in keeping with the usual level of care for the relevant industry.
- 12.1.2 The warranty period shall be 12 months commencing on date of delivery of Services.
- 12.1.3 Services shall not be considered defective if they are delivered in accordance with any instructions provided by OEM and/or Customer or applicable government or statutory regulations which apply to the Services at the time of delivery.
- 12.1.4 This warranty shall be invalid if Customer uses the Services or any related deliverables for purposes for which they were not intended or specified for or have been altered by Customer or a third party.
- 12.1.5 For any Products supplied by Pilz as part of the Services, these will be subject to the standard product warranties provided and the warranty in this section shall not apply to any parts, material, components or third-party services that are incorporated or related to the Services.
- 12.1.6 For consultancy services Pilz cannot warrant that all hazards or risks will be identified or that the implementation of recommendations will eliminate all risks.
- 12.1.7 No third party is entitled to rely on any information, findings, recommendations or conclusions contained in any report, certificate, statement or any other document generated or provided by Pilz in connection with the Services, whether in whole or in part, for any purpose whatsoever and Pilz accepts no liability or responsibility whatsoever to any third party who may obtain access to or rely on the outcome of the assessment or any part of its contents.

13 SERVICES ASSUMPTIONS AND EXCLUSIONS

All Services, including Consulting, Training and Engineering and deliverables are subject to the following technical assumptions and exclusions which if not present or complied with then Pilz bears no responsibility for the consequences to the effect, quality, accuracy or scope of the Services and Deliverables unless varied by written agreement between the parties:

- 13.1.1 Any evaluations, assessments and reports issued by Pilz will reflect only the status of the machinery and equipment at the date of the inspection or assessment and will not reflect any changes to machinery and equipment after that date.
- 13.1.2 Evaluation of hazards/risks related to chemical agents, particles, vapours, gases and resulting explosive atmospheres are excluded unless specifically included in the Services Proposal.
- 13.1.3 Upon request Customer shall provide Pilz in a timely manner all requested documentation, data and information that would be reasonably expected for Pilz to perform the Services in accordance with the Services Proposal. Customer shall also ensure that OEM's or third-party suppliers or integrators provide requested documentation, data and information in line with any project schedules.
- 13.1.4 Any costs incurred which are due to false, inaccurate, incomplete or late delivery of requested or necessary data or information or due to changes of data or information by the Customer, shall be borne by the Customer.
- 13.1.5 Customer will indemnify Pilz against all claims, demands or losses resulting from a failure to supply all requested documentation, data and information or omit to provide such information which would be reasonably considered relevant or necessary or if Customer provides inaccurate, incomplete or erroneous documentation, data or information.
- 13.1.6 To enable effective delivery of Services it is assumed that mechanical, electrical and fluid components are correctly selected and used in accordance with harmonized standards and within their specifications.
- 13.1.7 Potential risks or hazards associated with static and/or dynamic loading or overloading, insufficient fastening or assembly, incorrect dimensions or calculations are excluded from safety assessments.
- 13.1.8 Should significant non-conformities/ non-compliances be detected on machinery/equipment through the post measure assessment process, the validation and testing activities may be suspended or rescheduled in order to provide sufficient time for any required modification to take place.

- 13.1.9 It is assumed the equipment is validated as it is. If modifications are required to be made then a revalidation may be required. Such revalidations will incur additional costs and/or increased service fees.
- 13.1.10 If it is considered that an assessment or testing poses a threat to the safety of personnel or equipment the assessment or test (eg functional, installation, fault injection or measurement) may not be conducted and the results indicated as 'not tested' in the report or deliverable.
- 13.1.11 Only static measurements requiring a tape measure and stopwatch are included as standard. Other measurements can be offered on request with associated increase in fees to be provided.
- 13.1.12 Aspects such as software, SRS, Electrical Safety, EMC and Security will be only checked for formal requirements and general validity with respect to safety requirements. A detailed review or test of those areas are outside the scope of our services, unless specifically mentioned.
- 13.1.13 Onsite visits for delivery of all services will take place on consecutive days and unless otherwise agreed will not be delivered during weekends or holidays unless agreed between the parties.

14 TRAINING SERVICES

14.1 General

The terms and conditions in this section apply to standard training courses, Certified Training Courses and International Training Courses (online public courses for training not available in their country) which will be subject to any terms and conditions, exclusions or requirements contained in the relevant Pilz training services Proposal.

14.2 Cancellation/Postponement

- 14.2.1 Unless otherwise agreed in writing with the Customer, Pilz reserves the right to cancel a training course in advance of the commencement of training in the event of any circumstances beyond its control. In such cases, its liability will be limited to the refunding of any fees paid by the Customer in relation to the cancelled training session or class.
- 14.2.2 In the event where a training course or session which has commenced but needs to be cancelled or postponed due to illness or unavailability of the trainer or the facilities; or for technical or systems failure; or any other circumstances beyond the control of Pilz, then Pilz shall refund the value of undelivered training or, at its choosing, will re-schedule and deliver the remaining training sessions or remaining parts at a future date, without any further liability or obligation to compensate.
- 14.2.3 If a Customer cancels or postpones the training, or if a training attendee cancels their attendance place, after receiving confirmation of the training, Pilz reserves the right to levy the following cancellation charges on Customer or Attendee:
- Written Cancellation provided 30 to 20 days prior to the commencement date of training will incur a cancellation fee of 30% of the total fees
 - Written Cancellation provided 20 to 10 days prior to the commencement date of training will incur a cancellation fee of 50% of the total fees
 - Written Cancellation provided less than 10 days prior to the commencement date of training will incur a cancellation fee of 100% of the total fees
- 14.2.4 In all circumstances Pilz's total liability shall be limited to the training fees paid by the participant except for liabilities that cannot be limited under the relevant governing law of these terms and conditions. If the training course is oversubscribed or cancelled by Pilz due to insufficient numbers, participants will be advised 10 working days in advance.
- 14.2.5 If necessary, Pilz also reserves the right to change the venue and/or time to a reasonable alternative. This shall not constitute grounds for compensation from Pilz.

14.3 Course Materials

- 14.3.1 Course materials are provided for training purposes only. Pilz will make all reasonable endeavours to provide accurate course content and materials. However, due to the continuously changing nature of the regulations and standards, Pilz shall have no liability whatsoever in contract, tort, including negligence, breach of statutory rights or otherwise, for any loss or damage suffered as a consequence of or due to information provided during the training.
- 14.3.2 Pilz make no warranties or representation either expressly or implied for the training material and Pilz accepts no responsibility whatsoever for errors or omissions in technical information that is provided either verbally or in writing during training or is contained in the documentation. Neither does Pilz accept responsibility for any consequential damage or loss or any loss or corruption to data.

14.4 Fees/Payments

- 14.4.1 The training fees stated are per participant or for a group of participants and include all tuition and documentation and will be subject to the payment terms of the relevant Services Proposal or where there is no Services Proposal then to payment terms in these General Term and Conditions or those prevailing at Pilz country at the invoicing or payment stage.
- 14.4.2 Fees may be subject to alteration and will be confirmed at the time of booking. The fees do not include participant travel, accommodation or costs for accessing online courses.

14.5 Other Provisions

- 14.5.1 Where Customer requests that a training resource comes from a different Pilz subsidiary or country or other reason than that included in the Services Proposal, Pilz reserves the right to withdraw the Services Proposal or to adjust the fees in accordance with this requested change by the Customer.
- 14.5.2 Customer acknowledges and agrees that it and any of its attendees will comply with any rules, guidelines and direction, written or verbal issued by Pilz or by its trainers at the application stage, attendance stage and at any other stage as applicable for both in-person classroom training and training delivered online. For courses on site at customers' premises, the responsibility for safety lies entirely with the customer. Any damage to materials or personal damage that may occur within customer premises is the liability of the customer.

15 CERTIFIED TRAINING COURSES

These apply to all Certified Training Courses and associated Service Proposals.

15.1 Application for Attendance

- 15.1.1 For Certified Training any special terms and conditions which apply or attached or referred to in the application for, and the attendance at the training, are expressly hereby incorporated into these General Terms and Conditions and therefore shall apply along with these general terms and conditions. In case of any inconsistency between these General Terms and Conditions and the Certified Training terms and conditions then the latter shall take precedence.
- 15.1.2 To attend Pilz Certified Training an application form will need to be submitted by the prospective attendee. Only forms in Pilz format will be accepted – forms will not be accepted in any other format. In case of error or omissions on the application, the form may be returned to the candidate for further information or clarifications may be requested.
- 15.1.3 For each Certified course pre-requisite criteria are in place to ensure that each candidate understands the minimum knowledge and/ or qualification and/or experience required in order to participate in the training. The general pre-requisites applicable to each Certified Training can be found below. Customer shall ensure that its attendees for Certified Training courses offered by Pilz fulfil the requirements for qualifying for attendance and adhere to any rules and guidelines for the attendance of the certified training and in taking the exam for both online and classroom courses.
- 15.1.4 Pilz reserves the right to decline an application on the failure to meet the eligibility criteria or if, in its judgment, a candidate may be unsuitable for or disruptive to the training.
- 15.1.5 Pilz also reserves the right to exclude or suspend the attendance of a candidate from the training and/or examination for non-payment of fees, disruptive behaviour or non-compliance with rules of the examination.
- 15.1.6 Candidates who meet the pre-requisite eligibility requirements of Certified Training Courses will receive written confirmation of registration. As the number of participants is limited, applications will be accepted on a first-come first-served basis. Participants' will receive written confirmation with confirmed training dates, location, etc. in advance of the training.
- 15.1.7 By submitting the course application, participants agree to abide by these terms and conditions.
- 15.1.8 Pilz shall contact participants who do not meet the eligibility requirements to advise possible alternatives.
- 15.1.9 The training fee entitles the participant to the following provisions: participation, training documentation and materials, examination fee, and TÜV NORD certificate on successful completion of an examination.

15.2 Certified Machine Safety Expert (CMSE®)

- 15.2.1 This Certified training is aimed at professionals involved in machine specification, design, construction, safety, maintenance and/or upgrades, such as Automation, Electrical, Mechanical Engineers, Machine Designers, Maintenance Personnel, Project Engineers, Safety Engineers and Health and Safety Managers.
- 15.2.2 Candidates need to prove at least one year of practical experience in one or several areas relating to machinery safety (for example, technology, safety-related design and construction, safety-related maintenance and repair).
- 15.2.3 Ideally, candidates must possess formal qualifications in the areas of general science/ engineering/ technology/ construction & design

or maintenance & repair of machinery from a University/Technical College of which the training lasted 2 or more years

- 15.2.4 If no professional training or no degree from a technical college, university of applied sciences or university is available, long-term professional experience can be recognised.
- 15.2.5 Candidates may be requested to submit scanned copies of the qualifications to verify entry criteria are met. Only currently valid certificates require submitting.
- 15.2.6 The Pilz or CMSE® trademark, trade name, design or logo may not be used without prior permission of Pilz. CMSE® is a registered trademark of Pilz GmbH & Co. KG.

15.3 Certified Expert in CE Marking (CECE)

- 15.3.1 This training is aimed at machine manufacturers, machine importers and integrators with special responsibility in the area of CE marking. Furthermore, it is designed for persons who are responsible for machinery safety in day-to-day operations, such as Design Engineers, Project Engineers/Planners, System Integrators, Safety or Industrial Safety Officers.
- 15.3.2 Candidates need to have completed one of the following in order to be eligible to attend the training:
- Participated in the Pilz training course Basis of CE Marking or
 - Participated in a similar local Pilz offering
 - Participated in a similar CE Marking or Machinery Directive training or
 - Qualified as a CMSE - Certified Machinery Safety Expert
 - Qualified as a ZMSE - Zertifizierter Maschinensicherheitsexperte (National/ Germany)

15.4 Certified Expert in Functional Safety (CEFS)

- 15.4.1 This training is aimed in particular at machine manufacturers, Design Engineers and Integrators with special responsibility with regard to safe control systems. CEFS is also aimed specifically at people who are responsible on a daily basis for machinery safety on new and existing machines, e.g. Design engineers (electrical and fluid technology), Programmers of safe control systems, Project engineers, System integrators and Test engineers responsible for validating machinery.
- 15.4.2 Candidates will have to satisfy at least one of the following criteria in order to be eligible for the training:
- Prior knowledge and extensive recent experience of functional safety or
 - Attendance during the last year at a one-day Pilz training course or other appropriate training on functional safety, e.g. " Design of Safety Control Systems according to ISO 13849 & IEC 62061" or
 - Qualified as a CMSE - Certified Machinery Safety Expert and your qualification or recertification took place during this or the last year

15.5 Certified Expert for Security in Automation (CESA)

- 15.5.1 This training is aimed at all employees of machine manufacturers, integrators and operators who are looking for an introduction to the subject of Industrial Security. The training is particularly suitable for those who are responsible for Machinery Safety in day-to-day operations, such as: Design engineers, Project managers, Planners, System integrators, Safety officers, Production managers/those responsible for production, Those responsible for upgrades and maintenance of plant and machinery, Technical purchasers.
- 15.5.2 Candidates will have to satisfy at least one of the following criteria in order to be eligible for the training:
- Prior knowledge and sufficient recent experience of OT security (at least 1 year)
 - Prior knowledge/ experience/ professional background in a production environment and IT security (at least 1 year)
 - Formal qualification(s) in the areas of Cyber-Security, Information Technology, Electrical Engineering or Network Technology from a University / Technical college where the training lasted two or more years
 - Attendance during the last year at the Pilz training 'Fundamentals of Industrial Security' or an equivalent course provided by a reputable supplier.

15.6 Certified Training Examination/Certification

- 15.6.1 Each participant must attend all modules of training before sitting a multiple-choice examination. Rules of examination must be adhered to by all participants. The examination shall be in the language in which the training was delivered.
- 15.6.2 All examinations are open book consisting of multiple-choice questions. A score of 80% or higher must be achieved to attain certification.
- 15.6.3 Results shall be communicated by email to each participant three weeks after the examination. Results will not be provided over the phone. Participants that are unsuccessful in the examination will be advised of possible examination resit dates. A resit examination will incur a charge.
- 15.6.4 Participants who successfully complete the Certified Examination, shall receive a TÜV NORD certificate which is valid for a period of

four years from the date of a pass examination result. Once the four years have elapsed, participants must return for one day refresher training in order to retain certification for another four years from the date of the expiry of the original certification date. Refresher training will consist of a review of legislation changes in relation to machinery safety, along with the introduction of new machinery safety developments and technologies.

15.6.5 Candidates must agree to the Requirements of Certification as stated in the application form in order to attend training.

15.6.6 To retain certification participants shall:

- Inform Pilz of any changes of address
- Inform Pilz of any complaints raised against any participant, where such complaint is based on their status as certified
- Stay updated on the latest status of standards, policies etc in relation to the certification topic.

16 ENGINEERING SERVICES

16.1 General

- 16.1.1 Upon request Customer shall provide Pilz in a timely manner all requested documentation, data and information that would be reasonably expected for Pilz to perform the engineering services in accordance with the engineering Services Proposal. Customer shall also ensure that OEM's or third-party suppliers or integrators provide requested documentation, data and information in line with any project schedules. Any costs incurred which are due to false, inaccurate, incomplete or late delivery of requested or necessary data or information or due to changes of data or information by the Customer, shall be borne by the Customer. Customer will indemnify Pilz against all claims, demands or losses resulting from a failure to supply all requested documentation, data and information or omit to provide such information which would be reasonably considered relevant or necessary or if Customer provides inaccurate, incomplete or erroneous documentation, data or information.
- 16.1.2 If acceptance of engineering works, project or project phases (installations and upgrades of products, components, equipment, software) is required then Customer will provide such acceptance in accordance with any agreed acceptance schedule or as soon as possible on notice of completion. If Customer does not provide acceptance, then it is automatically deemed to have been accepted after 7 days of notice of completion.
- 16.1.3 Any agreed time schedule is dependent on Customer fulfilling all its contractual obligations, including payment obligations. Where Customer does not fulfil its payment obligations any agreed time schedule may be adjusted accordingly.
- 16.1.4 Pilz will not be responsible or liable for any obligations or requirements that the Customer has contracted to its own customer, client or end user that are not specifically and expressly communicated to Pilz.
- 16.1.5 Pilz will not be responsible for any changes to scope or specifications not communicated to Pilz
- 16.1.6 Any requests by the Customer for modifications of and/or additions to the scope of work or the specifications after approval of the Services Proposal will, after checking out the feasibility of the modifications and/or additions, be subject to extra fees and possible change to project schedule.
- 16.1.7 If there is a substantial time period between Pilz receiving a purchase order or project order from Customer and the actual implementation or delivery of engineering works and if during that time there is an increase in price of raw materials, products, components from the quoted price then Pilz reserves the right to adjust the pricing of service fees accordingly.
- 16.1.8 Customer agrees that when Pilz performs the engineering services on Customer machinery any effect on other machinery is the Customer's responsibility and Customer shall take necessary steps to commission the machine in which the services were carried out on, which shall be at its own responsibility.
- 16.1.9 Unless otherwise agreed the commissioning and control systems after engineering services have been completed, as well as any performance test and acceptance of the engineering works, shall be conducted by the Customer and in accordance with any specifications and instructions or technical documentation provided by Pilz.
- 16.1.10 Where Customer requests Pilz to perform a software update or modification on a machine or machine line then Customer acknowledges and agrees that it is solely responsible for ensuring that such update or modification does not violate or infringe any software license agreement between the original equipment manufacturer (OEM) of the software and the Customer. Pilz shall have no liability for any breach of such license terms by the Customer, and the Customer shall indemnify and hold harmless Pilz against any claims, damages, or costs arising from such breach.

16.2 Warranties

- 16.2.1 Pilz warrants that it will perform the engineering services in a good and workmanlike manner and in accordance with industry standards of care and diligence for engineering services of a similar nature for similar projects at the time the engineering services are performed.
- 16.2.2 All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly

disclaimed and waived, it being acknowledged and agreed that the only warranties afforded hereunder are those expressly set forth in the contract.

- 16.2.3 Pilz shall have no responsibility for errors or inaccuracies in any engineering documentation, designs or implementation of engineering works which are attributable to the use of and/or reliance upon data, design criteria, drawings, specifications, reports or other information furnished by the Customer or OEM or other third party engaged by the Customer and Customer shall indemnify Pilz against all claims, demands or losses resulting from such errors or inaccuracies.
- 16.2.4 Any hardware, products, components, materials or software supplied and manufactured by Pilz as part of Engineering Services for the Customer, shall be subject to Pilz standard warranties or licence conditions as supplied with the Pilz Items and Pilz shall be responsible for defects in accordance with any relevant product liability law but where the law permits Pilz may at its sole discretion decide, in discharging its statutory responsibility, if any, to either replace or repair defective products. This may be varied, but only in writing and as agreed between the parties.
- 16.2.5 For hardware, products, components, materials or software supplied or manufactured by the Customer, or specified, directed or recommended to be used by the Customer as part of an engineering project or related to an engineering project that Pilz is providing for the Customer, then Pilz shall have no responsibility for any representations, warranties or obligations in relation to these items.
- 16.2.6 Any third-party hardware, products, components, materials, software or services manufactured or supplied by a third party (Third-Party Items), as part of an engineering project or related to an engineering project that Pilz is providing for the Customer as part of its Services, will be subject to the warranties provided by the manufacturer or seller of the Third-Party Items and Customer shall make any warranty claims or queries directly with the manufacturer or seller. Pilz shall have no responsibility for any representations, warranties and obligations in relation to these Third-Party Items.

17 MISCELLANEOUS

17.1 Severability

- 17.1.1 If any term or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the parties.

17.2 Governing Law

- 17.2.1 The law of the country in which the Pilz subsidiary, delivering the Service is registered, shall apply exclusively or in the case of multiple Pilz subsidiaries delivering the Service then Pilz may, at its sole discretion, choose the law of the country of one of these subsidiaries or its headquarter company.
- 17.2.2 The terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement

17.3 Dispute Resolution

- 17.3.1 Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into high level management of both parties in good faith discussions to resolve the dispute. If the dispute remains un-resolved, then the matter shall be settled in the Courts of the applicable, or chosen, country as per 17.2.1 above.