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## **General Terms and Condition of Sale**

### **1. Scope of application**

WIRTGEN TAIWAN CO., LTD. sells goods to the buyer (the "**Buyer**") under sales contract in accordance with this General Terms and Conditions of Sale, which is an inseparable part of the sales contract, and has equal effect. For the purpose of this General Terms and Conditions of Sale, WIRTGEN TAIWAN refers to WIRTGEN TAIWAN CO., LTD. Deliveries that require assembly on location are, in addition, subject to WIRTGEN TAIWAN's Terms and Conditions for Repair and Assembly.

### **2. Offer and conclusion of contract**

2.1 Unless expressly indicated otherwise, all offers and documents supporting the offers made by WIRTGEN TAIWAN are non-binding. Cost estimates are non-binding. Unless otherwise agreed upon, initial offers shall be made free of charge. WIRTGEN TAIWAN reserves the right to charge adequate remuneration for further offers as well as for design work, if a sales contract is not concluded.

2.2 A sales order becomes a valid contract, only if it is confirmed in writing by WIRTGEN TAIWAN.

### **3. Purchase price and payment**

3.1 Unless otherwise agreed upon, the payment must be made in full according to the sales contract. WIRTGEN TAIWAN shall issue commercial invoices only after (1) the Buyer has paid the purchase price in full, and (2) WIRTGEN TAIWAN has delivered the goods.

3.2 The Buyer shall make all payments to the following account:

Name of Recipient:

Name of Bank:

Account Number:

Swift Code:

### **4. Delivery and acceptance**

4.1 Applicable delivery dates shall be agreed individually in the sales contract between the Buyer and WIRTGEN TAIWAN. A delivery period indicated by WIRTGEN TAIWAN shall commence only once all issues required for the performance of the order have been resolved. This means, in particular, that any required documents, permits or releases that must be provided by the Buyer actually have been provided by the Buyer and received by WIRTGEN TAIWAN, or that an agreed upon down payment actually has been received by WIRTGEN TAIWAN.

4.2 Unless otherwise agreed upon, all deliveries are "ex works". As between the parties, the Buyer shall assume WIRTGEN TAIWAN's obligations under any applicable laws with regard to packaging, and environment protection and holds WIRTGEN TAIWAN harmless with respect to the obligations under these laws.

4.3 The delivery requirements shall be deemed fulfilled if the goods have left WIRTGEN TAIWAN's warehouse for shipment prior to the end of the delivery period or if the Buyer has been notified that the goods are ready to be sent (the "Date of Delivery").

4.4 WIRTGEN TAIWAN's deliveries shall not be deemed to be late if the Buyer is provided with replacement goods within the agreed delivery period, which fulfill the technical and functional requirements of the Buyer in all substantial respects, or WIRTGEN TAIWAN obtains written consent from the Buyer for such replacement, for the period of time until the delivery of the actual goods.

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4.5 The Buyer shall examine the delivered goods for the existence of any defects within one week of the Date of Delivery, and sign an acceptance report. In the event of a defect, the Buyer shall notify WIRTGEN TAIWAN in writing of the defect within one week of the Date of Delivery. Any defect that could not be detected by a thorough examination within this period shall be notified to WIRTGEN TAIWAN in writing immediately (within three days) after detection. In any event, the Buyer shall notify WIRTGEN TAIWAN in writing of the defect, if any, within 90 days of the Date of Delivery. Otherwise, the Buyer may not assert any warranty claim.

**5. Transfer of risk and transport**

5.1 Risk shall pass to the Buyer as soon as the goods have left WIRTGEN TAIWAN's warehouse for shipment. Insofar as the Buyer is obligated to accept the delivery, transfer of risk will occur upon such acceptance. The acceptance shall take place either on the Date of Delivery, or, alternatively, upon the day on which the Buyer has been notified by WIRTGEN TAIWAN that the delivery is ready for acceptance. The Buyer is not entitled to refuse acceptance if a defect is not material.

5.2 In the event that transport or the acceptance is delayed or becomes impossible due to circumstances that are not attributable to WIRTGEN TAIWAN, the risk shall pass to the Buyer upon the day on which it has been notified that the goods are ready for dispatch or acceptance.

**6. Environment protection liabilities**

6.1 By signing the sales contract, the Buyer undertakes, it has full acknowledge and understanding of any and all regulatory and administrative requirements on pollutant emission of non-road mobile machinery provided by all applicable laws, regulations, administrative rules at national and local levels. The Buyer fully understands all statutory responsibilities and potential liabilities related to environment protection laws.

6.2 Before signing the sales contract, the Buyer has been clearly notified with the air pollutant emission and energy consumption standards of the goods to be purchased. Based on the foregoing information, the Buyer shall make the determinations of purchasing the goods and where the goods shall be used, upon full consideration of the applicable limitation on air pollutant emission and energy consumption standards of non-road mobile machinery where the goods are to be used at its own discretion. After the signing of the sales contract, the Buyer shall not request replacement or returning of the goods, or claim any compensation from WIRTGEN TAIWAN, where the air pollutant emission or energy consumption standards of the goods does not meet the applicable limitation of standards of non-road mobile machinery where the goods are to be used. In addition, where the applicable limitation on air pollutant emission or energy consumption standards of non-road mobile machinery where the goods are to be used is changed, or for any other reasons, the Buyer is ordered to stop or limit the usage of the goods, the Buyer shall not have right to request replacement, returning of the goods, or claim any compensation from WIRTGEN TAIWAN.

6.3 Upon the delivery, the Buyer shall bears all environment protection liabilities under any and all applicable laws and regulations related to the purchase, sales, transport, using of the goods, at its own risk; and holds WIRTGEN TAIWAN harmless.

6.4 The Buyer further confirms that, upon the delivery of goods, the Buyer shall not claim replacement, returning of the goods or any compensation of losses, where the Buyer is ordered by any administrative or judicial department to stop using the goods, or is imposed any penalties or other liabilities for any environmental protection requirements under any applicable laws. The Buyer hereby unconditionally and

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irrevocably waives any statutory, contractual claims, rights or remedies which it might otherwise have had in relation to any environment protection requirements under any applicable laws; and WIRTGEN TAIWAN shall not in any event be liable to the Buyer related to any environment protection requirement in contract, tort or otherwise.

**7. Retention of title**

WIRTGEN TAIWAN retains title to all goods delivered to the Buyer until all WIRTGEN TAIWAN's claims for payment against the Buyer under the business relationship including any future claim under contracts signed simultaneously or later have been satisfied by the Buyer in full.

**8. Warranty**

8.1 The following warranty rules shall apply to the delivery of new machines and new spare parts:

8.2 WIRTGEN TAIWAN warrants that the delivered goods are free from defects in accordance with current design and technical standards, provided that with respect to any defects, it can be proved that they were introduced through circumstances that occurred before risk passed to the Buyer, in particular due to a design fault, poor materials or defective workmanship. Any further warranty beyond the above-mentioned conditions is granted only if and to the extent that WIRTGEN TAIWAN has expressly assumed a guarantee for the quality of the delivered goods in the relevant individual sales agreement.

8.3 The warranty period is as follows:

New Machine: twelve (12) months or 1000 operation hours whichever occurs first, unless otherwise provided in the sales contract. The warranty period will start on the date of signing the acceptance report, however in any event not later than 10 days after dispatch ex warehouse of WIRTGEN TAIWAN.

New spare parts: Three(3) months or 250 operation hours whichever occurs first, unless otherwise provided in the sales contract. The warranty period will start on the date of delivery.

8.4 If any quality dispute arises, both parties agree to appoint SGS Taiwan to exclusively assess the quality of the goods.

8.5 In agreement with WIRTGEN TAIWAN, after notifying WIRTGEN TAIWAN the defects in written, the Buyer shall arrange for WIRTGEN TAIWAN to have four weeks to carry out all repairs or replacements that are required in WIRTGEN TAIWAN's judgment. If the Buyer does not arrange for WIRTGEN TAIWAN to have sufficient time and opportunity to carry out all repairs or replacements, WIRTGEN TAIWAN is released from its warranty obligations and any liability arising out of those obligations.

8.6 WIRTGEN TAIWAN's warranty does not cover any incidental costs arising from the work required to remedy a defect, including, in particular, towing and crane charges, and costs required to assign mechanics and temporary staff.

8.7 WIRTGEN TAIWAN's warranty for major components that have not been produced by WIRTGEN TAIWAN is limited to the assignment of its claims against the supplier of such components.

8.8 WIRTGEN TAIWAN is not liable for any damage unless it can be proven that such damage is a result of WIRTGEN TAIWAN's fault. This applies in particular, but is not limited to: normal wear and tear; unsuitable or improper use; faulty assembly or putting into service by the Buyer or third parties; faulty or negligent handling; use of unsuitable fuel, oils and lubricants; use of unsuitable replacement materials and parts; chemical, electrochemical, electromagnetic, electrical or similar influences. WIRTGEN TAIWAN's warranty obligations also expire where the delivered goods are not maintained and serviced at the stipulated maintenance intervals by either WIRTGEN TAIWAN itself, any authorized WIRTGEN TAIWAN

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dealer, or the Buyer or operator of the product according to WIRTGEN TAIWAN's instructions (the operating manual).

8.9 The provisions laid down in Clause 7 are the final and exclusive provisions that govern WIRTGEN TAIWAN's warranty obligations for delivered goods. Any further claims of the Buyer, in particular for damage other than to the delivered goods themselves, are subject exclusively to the provisions of Clause 8. WIRTGEN TAIWAN does not take on any warranty for the delivery of used machines and spare parts, unless otherwise provided in the sales contract.

## **9. Breach of Contract**

9.1 After the sales contract between the Buyer and WIRTGEN TAIWAN coming into force, except for the occurrence of force majeure events or otherwise provided in the sales contract, the Buyer shall be deemed in default in case they unilaterally terminate the sales contract or delay payment. Under such circumstance, WIRTGEN TAIWAN may set a period for the Buyer to perform the said obligation. If the Buyer unilaterally terminates the sales contract within one (1) day after making the down payment, WIRTGEN TAIWAN shall have the right to deduct 3% of the contract price from the down payment; if the Buyer unilaterally terminates the sales contract after the sales contract comes into force, WIRTGEN TAIWAN shall have the right to deduct 30% of the contract price from the down payment as liquidated damage for such default. The buyer has no right to ask Wirtgen Taiwan to return the down payment. If WIRTGEN TAIWAN has other loss, the Buyer shall be responsible for compensation. If the Buyer delays the payment, the Buyer agrees to pay WIRTGEN TAIWAN interest at the rate of 0.05% per day on the amount of any payment not made when due under the sales contract from the date thereof until payment is made. If WIRTGEN TAIWAN's loss caused by such default exceeds the amount of the aforesaid liquidated damages, WIRTGEN TAIWAN still has the right to claim against the Buyer for the loss which has not been covered by the aforesaid liquidated damages.

9.2 In the event that WIRTGEN TAIWAN delays delivery and thus causes any damage to the Buyer, the Buyer shall be entitled to demand a flat amount of compensation for damages caused by such delay. This amount is 0.3% of the contract price of the delayed goods for each full week of delay, but the total amount of compensation is not to exceed 3% of the contract price of the delayed goods. WIRTGEN TAIWAN shall be exempted from such compensation for damages if the Buyer is provided with replacement goods within the agreed delivery period, which fulfill the technical and functional requirements of the Buyer in all substantial respects.

9.3 Notwithstanding any other provision of this General Terms and Conditions of Sale, WIRTGEN TAIWAN shall not be liable to the Buyer for any indirect or consequential damages, including but not limited to loss of revenues or profits and loss of goodwill.

9.4 WIRTGEN TAIWAN only becomes liable for any damage caused to other than the delivered goods themselves, for whatever legal reasons, in the case of: wilful intent on the part of WIRTGEN TAIWAN; gross negligence by WIRTGEN TAIWAN's owners, its corporate bodies, the management or senior staff; culpable infringement of life, physical well-being and health; defects concealed fraudulently by WIRTGEN TAIWAN or a guaranteed lack of defects, and personal or material damages caused by the defects of the delivered goods when used for private purposes, but the liability for such damages is subject to applicable laws in the area of product liability.

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10.1 WIRTGEN TAIWAN reserves all ownership rights and copyright in documents supporting the offers, such as illustrations, drawings, specifications of weights and measurements, cost estimates, calculations, and other documents. They may not be disclosed to third parties without prior express written consent from WIRTGEN TAIWAN. Such materials are to be returned to WIRTGEN TAIWAN immediately in the event that a contract is not concluded, or performance under a contract has been fully completed.

10.2 This General Terms and Conditions of Sale does not transfer any interest in any intellectual property rights whatsoever under any circumstances. All intellectual property rights in relation to the goods under the sales contract remain at all times the property of WIRTGEN TAIWAN.

10.3 The Buyer shall not decompile or reverse engineer the goods for its own and/ or any third party's interest, unless necessary for its normal use of the goods.

**11. Applicable law and choice of forum**

11.1 The validity, interpretation, performance and dispute settlement of the General Terms and Conditions of Sale shall be governed by the laws of Taiwan, Republic of China.

11.2 The sole and exclusive court of jurisdiction for any legal dispute arising from the contractual relationship between WIRTGEN TAIWAN and the Buyer shall be the competent court in the territory where the head office of WIRTGEN TAIWAN is domiciled. If WIRTGEN TAIWAN has to initiate litigation against the Buyer for any payment or the enforcement of any terms of this General Terms and Conditions of Sale, the Buyer shall bear all the costs and expenses by WIRTGEN TAIWAN, including but not limited to the actual lawyering fees and other fees.

11.3 During the period of litigation, the Buyer and WIRTGEN TAIWAN shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this General Terms and Conditions of Sale, except in respect of those matters under dispute.

**12. Severability clause**

12.1 The invalidity or unenforceability of any provision of this General Terms and Conditions of Sale under any applicable laws shall not affect the validity of any other provision of this General Terms and Conditions of Sale.

12.2 This General Terms and Conditions of Sale and the sales contract between the Buyer and WIRTGEN TAIWAN constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements between them.

**13. Amendments and supplements**

All amendments and supplements to the terms of General Terms and Conditions of Sale shall be made in written form and signed by the authorized representatives of both parties upon agreement reached between parties through consultation.

**14. No transfer**

Without prior writing consent from the other party, neither the Buyer nor WIRTGEN TAIWAN shall assign or transfer their rights or obligations under the sales contract or this General Terms and Conditions of Sale to a third party (unless their owned affiliated companies). Nonetheless, shall WIRTGEN TAIWAN

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assign all or portion of the payment due under the sales contract, WIRTGEN TAIWAN shall be permitted to do so without getting prior consent from the Buyer.

**15. Force Majeure**

15.1 "Force Majeure" shall mean all events which are beyond the control of the Buyer or WIRTGEN TAIWAN, and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by either of the parties, e.g. war, terrorist attacks, earthquakes, typhoons, explosion, fire, flood, extensive disease outbreaks like epidemics and pandemics (e.g. Ebola, measles, SARS, MERS, Covid 19, or similar serious viral diseases, cholera, etc.), including the possible establishment of containment areas, import and export restrictions, strikes, lockouts, or official orders,, riots, acts of governments, changes in law or the application thereof or any other instances which cannot be foreseen, prevented or controlled, including instances which are accepted as Force Majeure in general international commercial practice.

15.2 If an event of Force Majeure occurs, the Buyer or WIRTGEN TAIWAN'S contractual obligations affected by such an event under this General Terms and Conditions of Sale shall be suspended during the period of delay caused by the Force Majeure and shall be automatically extended, without penalty, for a period equal to such suspension. In case the event of Force Majeure lasts for more than 90 days, the Buyer or WIRTGEN TAIWAN has the right to terminate the sales contract.

15.3 The party claiming Force Majeure shall advise the other party promptly in writing, furnish within [fifteen (15)] days thereafter sufficient proof of the occurrence and duration of such Force Majeure, and use all reasonable endeavors to terminate the Force Majeure.

15.4 In the event of Force Majeure, the parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

15.5 In particular, for any delay based on event of Force Majeure, WIRTGEN TAIWAN is entitled to extend the agreed delivery periods by the duration of the delay in delivery or performance plus a reasonable start-up period. WIRTGEN TAIWAN shall not be deemed to be in breach of this agreement, or otherwise be liable to the Buyer, by reason of the abovementioned delay.

If delivery in Force Majeure is nevertheless carried out and this results in additional costs, such as higher freight costs or storage costs due to special security measures, the scarcity of means of transport, or the interruption of a delivery that has already commenced, these costs shall be borne by the Buyer. WIRTGEN TAIWAN will inform the Buyer, if possible, of the start, end, and estimated duration of the aforementioned circumstances.

**16. Non-waiver of rights**

Failure or delay on the part of the Buyer or WIRTGEN TAIWAN hereto to exercise a right under this General Terms and Conditions of Sale or sales contract shall not operate as a waiver thereof, nor shall any single or partial exercise of such a right preclude any other future exercise thereof.

BY SIGNING THE SALES CONTRACT, WE ACKNOWLEDGE THAT WE HAVE READ THE FOREGOING, ALL QUESTIONS HAVE BEEN ANSWERED TO OUR SATISFACTION, AND THAT WE HAVE BEEN ADVISED TO, AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF OUR OWN. WE CONFIRM OUR ACCEPTANCE TO THE FOREGOING, BASED UPON THE PRINCIPLES OF AMICABLE NEGOTIATIONS AND GOOD FAITH.