



GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

Set out below are the General Terms and Conditions of Supply of Goods and Services ("the Conditions") of Cummins Deutschland GmbH (trading as Cummins Germany) ("Cummins") that shall apply to any order accepted by Cummins from a third party (the "Customer"). Customers shall include both consumers and entrepreneurs. Consumers are natural persons entering into a legal transaction for purposes that predominantly are outside his trade, business or profession (§ 13 BGB). Entrepreneurs are natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (§ 14 BGB).

In the event of any conflict or inconsistency between the English language version and the German language version of the Conditions, then the English language version shall prevail.

1. General

- 1.1. The Conditions shall be incorporated into each contract for the supply of goods and/or services between Cummins and the Customer (the "Contract", goods provided "Goods", services "Services") to the exclusion of any terms (i) contained, or referred to, in the Customer's purchase order or other documentation; (ii) sought to otherwise be imposed by the Customer; or (iii) implied by trade, custom, practice or course of dealing.
- 1.2. The Contract constitutes the entire agreement between the parties and supersedes all communications (whether written or oral) between Cummins and the Customer prior to acceptance by Cummins of the Customer's order. Any samples, drawings, descriptive matter or advertising issued by Cummins and any descriptions or illustrations contained in Cummins' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them, unless they are explicitly designated by Cummins in writing as binding. They shall not form part of the Contract or any other contract between Cummins and the Customer for the supply of the goods and/or services.

2. Acceptance

- 2.1. Any quotation given by Cummins shall not constitute an offer.
- 2.2. The submission of the Customer's order shall constitute an offer to purchase subject to these Conditions. No order placed by the Customer shall be deemed to be accepted by Cummins until a written acknowledgement of order is issued by Cummins, or (if earlier as appropriate) Cummins gives instructions for the manufacture of the goods, despatches the goods to the Customer or commences performance of the services, at which point the Contract will come into existence.
- 2.3. Any order shall be accepted entirely at the discretion of Cummins, however, within a reasonable time. The Customer is not entitled to freely cancel any order, once accepted by Cummins pursuant to this clause.

3. Changes

- 3.1. Cummins reserves the right to make any customary change to the Goods or Services which does not materially affect the nature, quality, function or price thereof; any such change shall not invalidate any order placed with Cummins or impose any liability on Cummins.
- 3.2. Subject to clause 3.1, if the manufacturer shall cease to manufacture or deliver any Goods ordered by the Customer, Cummins shall without undue delay give notice of the fact in writing to the Customer (but shall not be liable for any loss or damage to the Customer), and the Customer will have the option, to be exercised within fourteen (14) days of the date of such notice, either to take equivalent goods (if available from Cummins) or to cancel its order without further

liability upon Cummins or the Customer. If Customer chooses to cancel its order, Cummins will reimburse the consideration, if any, immediately to the Customer. If the Customer has not exercised either option within such period, the order shall be deemed to be continued, with the equivalent goods; Cummins will inform the Customer about the significance of his behaviour at the beginning of the period.

4. Delivery of Goods

- 4.1. Unless Cummins selects a different Incoterm in the written order acknowledgement or other communication, Cummins shall deliver the Goods FCA Groß-Gerau, Germany (Incoterms 2020®). Unless otherwise agreed to in writing, Customer shall be responsible for the freight charges and insurance coverage and charges for all risks relating to the Goods.
 - 4.2. Cummins may, at the Customer's request, arrange carriage of the Goods at the Customer's cost and risk.
 - 4.3. Any dates quoted for delivery of the goods are approximate only, and the time for delivery is not of the essence.
 - 4.4. Cummins shall not be liable for any delay in delivery, or failure to deliver all or some, of the Goods (i) that is caused by a Force Majeure Event (as defined in clause 19) or the Customer's failure to provide adequate delivery instructions, a letter of credit or advance payment (where required), or any information relevant to the supply of the Goods; or (ii) where the Customer fails to give written notice to Cummins of the delayed or short or non-delivery within a reasonable period.
 - 4.5. Subject to clause 4.3, if Cummins fails to deliver some or all of the Goods, Customer is obliged to set Cummins a reasonable deadline of at least 2 weeks for delivering the Goods in case of standard products and of at least 4 weeks in case of products specifically manufactured for Customer after the expiry of which the Customer shall be entitled to terminate the Contract if Cummins fails within such time of effecting delivery. Further rights remain unaffected, however, Cummins' liability shall in any case be limited according to clause 17.
 - 4.6. If, for any reason, the Customer does not accept delivery of any of the Goods when they are ready for delivery or Cummins is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, then the risk will pass to the Customer, and Cummins may store the Goods until actual delivery, and charge the Customer for all related costs and expenses (including, without limitation, storage, re-delivery and insurance). In case the Customer is an entrepreneur, Cummins may after granting Customer a reasonable grace period furthermore sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) pay out the exceeding amount to Customer or charge the Customer for any shortfall below the contract price, as the case may be.
 - 4.7. Cummins may deliver the Goods by instalments, provided that the Goods can be used separately and provided further that Cummins shall bear any additional shipping costs caused thereby, unless otherwise agreed. Any delay in delivery or defect in one instalment shall not entitle the Customer to cancel any other instalments.
- ## 5. Returns
- 5.1. With the exception of aftermarket parts referred to in clause 5.5, Goods supplied against a firm order cannot be returned without the prior written consent of Cummins. Such consent by Cummins shall be subject to the conditions set out in clause 5.5 below and shall be at Cummins' absolute discretion.
 - 5.2. For any Goods returned to Cummins without consent the Customer shall bear the sole risk of damage or loss of these Goods. Such Goods returned without consent shall be collected by the Customer within



GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

seven (7) days from the day Cummins giving notice for their removal. Goods not collected within this period may be disposed of by Cummins at the Customer's cost.

- 5.3 For any Goods returned to Cummins with Cummins' consent, the Customer shall bear the sole risk of damage or loss until Cummins acknowledges receipt of these Goods.
- 5.4 Any Goods returned to Cummins may be stored at any location Cummins considers appropriate.
- 5.5 Cummins' consent to the return of aftermarket parts supplied by Cummins shall be subject to the following conditions:
- (a) returns must be requested by the Customer within sixty (60) days of receipt,
 - (b) a minimum charge of 10% of the sales value of the Goods, in any case at least EUR 65, shall be applicable, and adding any applicable delivery costs,
 - (c) returns must be in the same condition as sold, and
 - (d) returns must be standard Cummins stock items at the time of return.

- 5.6 Potential warranty claims of the Customer, as well as any potential rights to withdraw from the contract, expressly remain unaffected by the above regulations set out in this clause 5.

6. Installation

- 6.1 It is the duty of the Customer to ensure that all Goods purchased hereunder are applied, installed, commissioned and/or used in accordance with Cummins's application and installation recommendations and any other safety or operating instructions, and the Customer agrees to indemnify Cummins in respect of all claims, losses, damages and expenses arising in connection with the culpable breach of this duty.

7. Risk and title

- 7.1 Notwithstanding delivery of Goods or any part thereof, the property in the Goods shall remain in Cummins until the Customer has paid the purchase price in full. Until such a time the Customer shall store or retain the Goods in such a way that they are clearly identifiable as property of Cummins. For entrepreneurs being Customers, in addition to clause 7.1, clauses 7.2 and 7.3 shall apply.
- 7.2 If the Goods are added to or incorporated with other goods not supplied by Cummins so as to form new or composite products (the "Products"), the coproperty in the Products (in the proportion of the value of the Goods delivered by Cummins to the value to the other processed goods) but not the risk of damage thereto or destruction thereof shall automatically pass to Cummins as security for payment of all monies due from the Customer to Cummins. For such purpose the transfer of the co-property in the Products whether finished or not shall be deemed to have taken place through and at the moment of the single operation or event by which the Goods are incorporated with or added to other goods in order to form the products. Until the time such payment has been made the Customer shall hold the Products on behalf of Cummins and shall if required by Cummins, store and retain the Products in such a way that they are clearly identifiable as the property of Cummins.
- 7.3 Notwithstanding the foregoing provisions, the Customer shall have the power to sell Goods and the Products to third parties in the normal course of its business and to deliver them in pursuance of such sales. The Customer, however, assigns until such time as all such liabilities to Cummins as are referred to in clause 7.1 hereof are fully satisfied to Cummins the benefit of any claim which the Customer may have against any such third party arising out of in connection with the sale and/or delivery of the Goods and/or Products. Notwithstanding Cummins' right to claim direct payment, the Customer shall be entitled to receive the payment on the assigned

claims. To this end, Cummins agrees to not demand payment on the assigned claims to the extent the Customer complies with all its obligations for payment and does not become subject to an application for insolvency or similar proceedings.

- 7.4 Risk shall pass to the Customer from the point of delivery.

8. Supply of Services

- 8.1 Any dates quoted for performance or completion of the Services are approximate only, and the time for performance is not of the essence.
- 8.2 Cummins shall not be liable for any delay in performance, or failure to perform all or some, of the Services that is caused by a Force Majeure Event (as defined in clause 19) or by any act or omission by the Customer or failure by the Customer to perform any relevant obligation.
- 8.3 The Customer shall:
- (a) co-operate with Cummins in all matters relating to the Services;
 - (b) provide Cummins with such information, equipment and materials as Cummins may reasonably require to carry out the Services;
 - (c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - (d) if the Services are not carried out at Cummins's premises, ensure (i) reasonable access to the service location and any necessary facilities; (ii) that the work can be carried out in a space that is sufficiently protected from the influence of the weather, which is clean and where there is sufficient light and the necessary facilities and utilities present; (iii) all applicable laws and regulations with regard to workplace health and safety have been complied with; (iv) all materials, equipment, documents and other property of Cummins left at the service location are maintained in safe custody at the Customer's own risk; and (v) appropriate medical facilities are available to Company personnel in the event of sickness or injury, including arranging for repatriation where necessary.

9. Quality and warranty

- 9.1 The Customer may reject Goods that are damaged, defective or nonconforming or Services that are not provided in accordance with clause 9.2 provided that:
- (a) for customers that are entrepreneurs notice of rejection is given to Cummins in writing (i) within seven (7) days of receipt of the Goods if the defect is obvious or (ii) without undue delay after detection of the defect if the defect is not obvious or (iii) completion of the Services; § 377 HGB remains unaffected;
 - (b) for customers that are consumers notice of rejection is given to Cummins in writing (i) within fourteen (14) days of receipt of the Goods or completion of the Services if the defect is obvious or (ii) within limitation period if the defect is not obvious, and
 - (c) for Goods, the damage was not caused in transit (unless specifically agreed in writing otherwise).
- 9.2 Cummins shall provide the Services with reasonable skill and care.
- 9.3 If the Customer rejects the Goods under clause 9.1, he in first instance needs to enforce its rights under the Standard Warranty. If rejecting a Service under clause 9.1 or if the defect could not be remedied under the Standard Warranty, then Cummins shall:
- (a) in case the Customer is an entrepreneur, at Cummins' option, repair or replace the rejected Goods or Services, provided that such choice shall be made by Cummins by written notice (in „text form“, including by telefax or by e-mail); or



GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

- (b) in case the Customer is a consumer, at the option of Consumer repair or replace the rejected Goods or Services. Cummins may, however, refuse to remedy a defective product in the manner requested by the Customer if such remedy would result in unreasonable costs.
- 9.4. If the remedy (supplementary performance) pursuant to lit (a) or (b) above fails or cannot reasonably be expected from the Customer or Cummins refuses to remedy the defect, the Customer shall be entitled to terminate the Contract, reduce the purchase price or claim damages, in each case in accordance with applicable law; provided, however, that damage claims of the Customer shall be subject to the provisions contained in clause 17. If the Customer fails to give notice of rejection in accordance with clause 9.1, or the Goods, or equipment that was subject to the Services, are placed in service, the Customer shall be deemed to have accepted the Goods or Services according to the statutory provisions.
- 9.5. Cummins' sole liability for Goods or Services accepted under clause 9.4 shall be as set out in Cummins' standard warranty, details of which are available on request ("Standard Warranty").
- 9.6. The only warranty which relates to the goods or services supplied is the Standard Warranty. Save as provided in the Standard Warranty, all representations, conditions, warranties and terms, whether express or implied by common law, statute or otherwise as to the quality, condition or fitness for any purpose of the Goods or Services, are excluded to the maximum extent permissible by law.
- 10. Price**
- 10.1. All prices are in Euro and are exclusive of all taxes unless otherwise stated. Subject to any applicable local laws and regulations of the jurisdiction where the Goods are to be delivered or as otherwise agreed in writing, Customer shall be responsible for paying any and all duties, taxes and tariffs levied on the Goods including without limitation by the government of the country of the ultimate destination of the Goods.
- 10.2. Prices for Goods:
- (a) The price payable is that in effect at the time of conclusion of Contract. If delivery time is more than 4 months between the conclusion of the Contract and the time of despatch or it is a continuing obligation, Cummins reserves the right to invoice at the list prices applying at the time of despatch of the Goods. Without prejudice to the obligation of Customer to pay any and all duties, taxes and tariffs levied on Goods under section 10.1, additional charges will be applied to the invoice for any applicable duties, taxes and tariffs and all costs of carriage and freight (including insurance), packing, boxing and special tests or inspections incurred by Cummins.
- (b) Extra charges will be made for all applicable taxes, carriage and freight (including insurance, packing and engine boxing) and special tests or inspections.
- 10.3. Prices for Services:
- (a) The price shall be calculated on a time basis for the service work performed during normal working hours.
- (b) Cummins is also entitled to charge the Customer (i) overtime rates for any work performed outside normal working hours; (ii) any waiting time for which Cummins is not responsible; (iii) time spent by Cummins's personnel travelling to and from Cummins' premises and the work site; (iv) the cost of any materials, instruments or tools (and any associated freight costs) and, if agreed in advance, (v) any expenses reasonably incurred by the personnel whom Cummins engages in connection with the services including, but not limited to, travelling expenses, hotel costs, insurance, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Cummins for the performance of the Services, a daily allowance for each of Cummins's personnel based on the number of working days from the date of departure of such personnel until their return.
- (c) Time sheets and visit reports for the work performed shall be provided by Cummins to the Customer.
- (d) Hourly rates, overtime rates and daily allowances shall be as specified in Cummins's standard rates then in effect, which are available on request.
- 10.4. In the event of a variation to an order placed by the Customer, the prices already stated shall be adjusted accordingly.
- 11. Returnable engine skids**
- 11.1 Where applicable, Cummins may, at its option, make an advance charge for all returnable skids, which charge will be refunded when the skids are returned or, if an advance charge is not made, then the skids will be charged for, if not returned, carriage paid, in good condition, within three (3) calendar months from the date of despatch unless otherwise agreed in writing by Cummins. Credit may be allowed, at the discretion of Cummins, for late returns previously charged out. Engine skids, pallets and shipping containers are designed for shipment purposes and should not be used for storage purposes.
- 12. Payment**
- 12.1. Terms of payment are Net Monthly, unless otherwise stated.
- 12.2. For despatches to, or performance of services, outside Germany, the terms of payment will be irrevocable letter of credit confirmed by an international bank in favour of Cummins unless otherwise stated.
- 12.3. If any payment is in arrears, Cummins shall be entitled to (i) charge the Customer interest at the rate of (i) eight per cent (8%) if the Customer is an entrepreneur and (ii) five per cent (5%) if the Customer is a consumer, in each case above the applicable base interest rate on the amount outstanding and/or (iii) by giving notice in writing to the Customer, suspend any future deliveries and/or services under any contract with the Customer until the default be made good or, after setting an reasonable deadline of effecting payment which the Customer failed to meet, to cancel such contracts as far as any further Goods remain to be delivered and/or Services remain to be performed. Further rights of Cummins, in particular the recover any expenses involved in such suspensions or cancellations remain unaffected.
- 12.4. Time for payment shall be of the essence.
- 13. Invoice error**
- 13.1 Cummins reserves the right to correct any clerical or typographical errors in relation to its invoices.
- 14. Inward Processing Relief (IPR)**
- 14.1 If so required by Cummins, the Customer shall obtain such authorisation from the relevant customs authorities, and furnish Cummins with such information and take all such other steps as may be necessary, in order for Cummins to obtain the appropriate inward processing relief (or any similar relief) in relation to any Goods sold by Cummins to the Customer. Unless otherwise agreed in writing all such relief obtained shall be refunded to Cummins.
- 15. Confidentiality**
- 15.1 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its



GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 15 shall survive termination of the Contract.

16. Intellectual Property

16.1. The Customer agrees that Cummins and/or the Cummins Inc. group of companies exclusively own all rights, title, and interest in and to all patentable inventions, patents, patent applications, trademarks, service marks, trade names, industrial models and designs, copyrights, and trade secrets and any other intellectual property of any form recognised anywhere in the world ("Intellectual Property") which (i) relates to the Goods, Services or other material (including specifications, designs, drawings, tooling or samples) supplied by Cummins; or (ii) is generated in the course of the performance of the Contract.

16.2. Any modification, reproduction or publication by the Customer of any documents (including but not limited to, drawings, specifications, and computer software) ("Documents") supplied by Cummins, or use of the Documents for any purpose other than for which they were specifically supplied, requires Cummins's prior written approval. Such use without Cummins's consent will be at the Customer's sole risk and without liability to Cummins, and the Customer shall indemnify Cummins against all claims, losses, damages and expenses arising out of or resulting from such unauthorised use.

17. Limit of liability

17.1. In case of intent or gross negligence by Cummins or Cummins' agents or assistants in performance, Cummins shall be liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations, in case of an injury to life, body or health or mandatory liability under the German Product Liability Act. In the event of slight negligence (leichte Fahrlässigkeit), Cummins' liability for damages shall be limited to the typically predictable damage. Despite this, to the extent legally permissible, Cummins shall not be liable, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, or any indirect, special or consequential loss or damage suffered by the Customer arising under or in connection with the Contract and the liability of Cummins under the Contract or arising from the performance of any services or any order or the sale, delivery, resale or use of any Goods, whether arising in contract, tort, statutory duty or otherwise, shall not exceed one third (1/3) of the price paid for such services or the unit price of such goods or parts thereof involved in the claim, except as provided in the Manufacturer's Warranty.

17.2. Nothing in these Conditions shall in anyway exclude or limit Cummins's liability for culpable damage to life, body or health, the liability under the Product Liability Act., for fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful for Cummins to exclude or limit liability.

18. Insolvency

18.1 If the Customer is unable to pay its debts as they become due or alike circumstances indicating payment difficulties are given, e.g. if an order is made or a resolution is passed for the winding up, bankruptcy or liquidation of the Customer, or if an administrator, administrative receiver or receiver is appointed in respect to the whole or any part of the Customer's assets or business, or if the Customer makes any composition with its creditors, or takes or suffers any similar or analogous action in consequence of debt, Cummins or its authorised

representatives shall be entitled to entering the premises of the Customer where the Goods are stored and take in its possession all the Goods which have not been paid for. Cummins also reserves the right to, on notice to the Customer, and without prejudice to any other rights it may have, to immediately terminate any contract with the Customer. In case of insolvency of Customer, all outstanding sums in respect of Goods or Services supplied shall become immediately due.

19. Force Majeure

19.1. Cummins shall not be liable to the Customer for any delay or failure to perform its obligations under the Contract as a result of war, act of terrorism, riot or civil commotion, strikes, lockouts or other industrial disputes, disease, epidemics, accidents, fire, flood, storms, governmental restrictions and actions, embargo, delay or non-delivery of materials, failure of supplies of power, fuel, transport, equipment or other goods or services, or any other circumstances not within the control of Cummins ("Force Majeure Event"). Cummins will inform the Customer without undue delay about the Force Majeure Event.

19.2 If the Force Majeure Event prevents Cummins from providing any of Services and/or Goods under the Contract for more than three (3) months, Cummins shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer; in such case Cummins will reimburse the consideration, if any, immediately to the Customer.

19.3. As a result of the outbreak of the pandemic Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins's delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labour or service. While Cummins shall make every commercially reasonable effort to meet the agreed delivery, service or completion obligations, such dates are subject to change.

20. Export Compliance and Anti-Bribery Obligations

20.1 The Customer acknowledges the goods may be subject to export controls, sanctions, laws and regulations (including, without limit, those of the U.S., E.U and the United Kingdom) and Company policies that control or restrict the export of goods ("Export Restrictions"). The Customer shall comply with all Export Restrictions as they apply to the Customer, and shall not cause Cummins or its affiliates to be in breach of any Export Restrictions. The Customer shall act as the importer of record with respect to the Goods and shall not resell, export, re-export, distribute, transfer, make available or dispose of the Goods or related technology, directly or indirectly, without first obtaining all necessary written permits, consents and authorizations and completing such formalities as may be required under such laws, rules and regulations. In particular, the Customer agrees not, unless written consent is obtained from Cummins in advance, to: (i) use the goods, or supply the goods for use, in the production, operation, maintenance or related use of any chemical, biological or nuclear weapon or explosive device, or their delivery systems, or for any military purpose; (ii) use, sell, export, make available or otherwise deal with the goods in any country (including, but not limited to, Belarus, Cuba, Iran, North Korea, Russia, Syria or regions of Ukraine under the control of Russian forces, including: Crimea, including Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson province, or Zaporizhzhia province) subject to a specific Export Restriction ("Restricted Countries"); or (iii) sell, export or re-export, directly or indirectly, Cummins products to or for use in Restricted Countries by any third parties further down the commercial chain, including by potential resellers ("Diversion"). The Customer undertakes to monitor and seek to detect any such Diversion and immediately inform Cummins of any problems implementing measures to prevent Diversion and/or relevant activities by third parties to divert Cummins products. Any failure by



GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

the Customer to comply with this provision and all applicable laws relating to the importation, exportation or re-exportation, transfer, distribution, sales, promotion, or marketing of the Goods will constitute a breach of an essential element of the Contract. Such a breach would give Cummins the right to seek appropriate remedies, including, but not limited to, immediate termination of the Contract and/or the right to elect not to recognize the warranties associated with the Goods. In its contracts with any third party involving the goods, the Customer agrees to undertake best efforts to impose on such third party the same obligations and requirements imposed on it by Cummins in this clause. The Customer also agrees not to violate, and not to cause Cummins to violate, any provision of the U.S. Foreign Corrupt Practices Act and any equivalent applicable laws or regulations. The Customer shall indemnify Cummins against any and all claims, losses, damages and expenses arising from or related to such culpable failure by the Customer to fulfil its obligations under this clause 20.1.

21. Governing law and jurisdiction

- 21.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Frankfurt.

22. Miscellaneous

- 22.1 Cummins may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 22.1 Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Cummins.
- 22.3 If any part of the Contract is held to be invalid, illegal or unenforceable, that part shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 22.4 No failure or delay by Cummins in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.