

GENERAL TERMS AND CONDITIONS OF SALE
Effective 1 February 2023 – Europe (version 1.1)

CUMMINS LTD.
TERMS AND CONDITIONS OF SALE

1. GENERAL

Unless a current signed customer agreement is in place, these terms and conditions of sale, specified in conjunction with the Quote Form cover page and any attachments thereto, shall form the entire contract between Cummins Ltd. or such affiliate of Cummins Ltd. (“Cummins”) and the person or entity placing such order (“Buyer”) to purchase goods (“Goods”) and shall supersede all communications (whether written or oral) between Cummins and Buyer prior to Cummins’ final acceptance of the order. An order constitutes an offer by the Buyer in accordance with these terms and conditions (an “Order”). These terms and conditions will be deemed to be incorporated into every Contract (defined below). No person or entity has authority to modify these conditions unless such modification is agreed by Cummins in writing.

2. ACCEPTANCE OF ORDERS DELIVERY

All Orders are subject to acceptance by Cummins (evidenced by written acknowledgment and confirmation, Cummins commencing manufacture of the Goods and/or Goods being dispatched to Buyer), at Cummins’ sole discretion. Cummins shall be under no obligation to supply Goods to the Buyer until such confirmation is given, at which point a contract which incorporates these terms and conditions comes into existence (“Contract”). All delivery dates are estimates only. Failure to deliver by the specified date will not be accepted as sufficient cause for cancellation, nor shall Cummins be liable for any loss arising therefrom. Orders placed with and accepted by Cummins may not be cancelled except with Cummins prior written consent. In the event of any circumstances not within the control of Cummins causing delay in manufacture or delivery, Cummins may suspend delivery of Goods until resumption of work, and may extend the period of delivery to cover such time as is lost, or may suspend or cancel any or all of its obligations then unperformed, and Cummins shall not be liable for any loss arising therefrom. Delivery to or collection by any carrier for carriage to the destination indicated by the Buyer shall be deemed to be delivery of the Goods and due performance of Cummins’ duties. Lead time for standard/aftermarket Goods is thirty (30) calendar days unless otherwise stated by Cummins. Any changes to volumes during that period may result in additional Buyer expedite or plant capacity impact charges. Minimum Order Quantity amounts must be ordered and shipped at one time. Cummins reserves the right to reevaluate any quotation if acceptance by Buyer is not received within ninety (90) days of the quotation date or expiration date.

3. PACKAGING

Standard Cummins packaging applies to Goods unless otherwise specified.

4. PRODUCT CHANGES

Cummins reserves the right to change specifications and/or designs without obligation to Buyer. Cummins shall revise the purchase price to cover any increased cost arising from changes Buyer requests.

5. INVOICING AND PAYMENT

Unless otherwise stated, all prices are FCA the agreed Cummins manufacturing plant or Cummins warehouse (Incoterms 2020) and are exclusive of all taxes. Cummins reserves the right to invoice at prices

prevailing at the time of dispatch. Cummins may set-off any amounts which Buyer may owe Cummins whether arising hereunder or otherwise against any amounts which may become payable by Cummins to Buyer hereunder or otherwise. Terms of payment are thirty (30) days from the date of invoice, unless otherwise stated. Time of payment shall be of the essence. Any late payment will result in the payment of penalties of an amount equal to 8 percent and a lump sum indemnity for recovery costs of forty (40) euros. All invoices will be paid in full, without any set-off, discount or reduction whatsoever. Cummins shall be responsible to clear the goods for export. Cummins’ responsibility terminates with the handover of the export customs documents to the first carrier, designated by the buyer. Buyer shall be responsible for the freight charges and insurance coverage and charges for all risks upon taking delivery of the Goods FCA. Any expedite charges incurred by Cummins necessary to achieve within lead time adjustments to Orders will be the responsibility of Buyer. Subject to any applicable local laws and regulations of the jurisdiction where the Goods are to be delivered or as otherwise agreed in writing, Buyer shall be responsible for the content of the customs declaration, 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.

6. TITLE AND RISK

Risk shall pass to Buyer FCA (agreed Cummins manufacturing plant or Cummins warehouse) Incoterms 2020, or in accordance with any alternative Incoterms agreed between the parties in writing. Title to Goods shall pass upon delivery subject to Cummins’ rights to seek repossession of the Goods (under applicable law) if payment is not received.

7. WARRANTY

Cummins’ standard warranty (“Warranty”), a copy of which is available on request from the Buyer’s contact at Cummins or its authorized distributor shall apply to all Goods ordered under the Contract. Except as provided in this section 7, Cummins makes no representations or warranties of any kind, whether express or implied, including any representation or warranty of merchantability or fitness for a particular purpose, any representation or warranty arising from usage of trade or course of dealing or any other representation or warranty and such representations and warranties are expressly disclaimed and excluded.

8. LIMITATION OF LIABILITY

In no event shall Cummins be liable for any indirect, consequential, incidental, special or punitive loss or damage of any kind (including without limitation wasted expenditure, downtime, property damage, loss of profit (whether direct or indirect), loss of revenue, damage to goodwill, enhanced damages, and/or monetary requests relating to recall expenses and repairs to property) howsoever caused arising from the Contract or the use of Goods. Without prejudice to any of the foregoing, the sole and exclusive liability of Cummins for any claim for loss or liability arising out of or connected with any Order, or the manufacture, sales, delivery, resale or use of any Goods covered by any such Order (including, but not limited to, loss or liability arising from breach of Contract) shall, be limited to the terms of the Warranty. To the extent permitted by applicable law, Cummins shall have no

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liability whatsoever unless Cummins deems there to be a warrantable failure as set out in the Warranty and Buyer complies with the provisions of the Warranty. Nothing in these conditions shall in any way exclude or limit Cummins's liability where it is prohibited by law. The maximum liability, if any, of Cummins for all damages, including without limitation, Contract damages and damages for property, whether arising from Cummins's breach of Contract, breach of Warranty, negligence, strict liability, or other tort, is limited to an amount not to exceed the aggregate purchase price of the applicable Goods paid to Cummins by Buyer under the applicable Order.

9. INTELLECTUAL PROPERTY

Any intellectual property rights created by the Cummins in the course of the performance of any Contract and, if applicable, these conditions or otherwise in the design, development, and/or manufacture of the Goods shall remain Cummins' property. Nothing in these conditions shall be deemed to have given the Buyer a license or any other right to use any of the intellectual property rights of Cummins, with the exception of the implied right of Buyer to use the Goods in accordance with their intended purpose.

10. CONFIDENTIAL INFORMATION

Buyer shall safeguard and prevent the unauthorized disclosure of Cummins' trade secrets; business, technical, manufacturing, sales, financial, know-how, and other confidential information ("Confidential Information"). Buyer shall hold such Confidential Information in confidence for a period of five (5) years from the date a Contract comes into force and shall not disclose such Confidential Information to any third party unless prior written consent by Cummins is given. Buyer shall not be required to maintain confidentiality or be restricted in its use of Confidential Information if the information is (i) subject to an obligation to disclose under law, by notice or otherwise; or (ii) already in its possession other than as a result of a breach of the Contract; (iii) in the public domain other than as a result of a breach of the Contract; or (iv) independently developed by Buyer without reference to or reliance upon Cummins' Confidential Information. All information and related data supplied by Cummins to Buyer must be returned to Cummins upon request and any duplications or copies must be destroyed.

11. ASSIGNMENT

Buyer may not assign this Contract or the obligations hereunder without Cummins' prior written consent. Cummins shall have the right to assign the Contract or its obligations hereunder to an affiliate of Cummins.

12. SEVERABILITY

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. Any illegal or unenforceable provisions shall be deemed replaced by a clause that is legal and enforceable with drafting as close as possible to any voided clause.

13. INSOLVENCY

To the extent permitted by applicable law, if the Buyer is unable to pay its debts as they become due, or if an order is made or a resolution is passed for the winding up, bankruptcy or liquidation of the Buyer, or if an administrator, administrative receiver or receiver is appointed in respect to the whole or any part of the Buyer's assets or business, or if the Buyer 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, to the extent permitted by

applicable law, be entitled to enter the premises of the Buyer 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 Buyer, and without prejudice to any other rights it may have, to immediately terminate any contract with the Buyer and all outstanding sums in respect of Goods supplied shall become immediately due.

14. TERMINATION

Notwithstanding any other provision, all payments payable to Cummins under the Contract shall become due immediately upon termination of the Contract for whatever reason. Cummins may, as it deems fit, (without prejudice to any other rights or remedies it may have against Buyer) immediately suspend further performance of the Contract or cancel any outstanding delivery of the Goods or stop any Goods in transit or by notice in writing to Buyer terminate the Contract without liability to Cummins if (i) Buyer (a) commits a material breach of any of its obligations under the Contract which is incapable of remedy or (b) fails to remedy a breach of its obligations under the Contract which is capable of remedy after having been requested in writing by Cummins to remedy or desist from such breach within a period of fourteen (14) days; or (c) pursuant to Section 13; or (ii) any sum payable under the Contract is not paid within seven (7) days of its due date for payment in accordance with this Contract; or (iii) Buyer experiences a change of control in its ownership or its voting interests. Any such termination shall be without compensation to Buyer and without prejudice to any rights of Cummins under this Contract. Any action for breach of this Contract by Cummins must be issued at Court within one (1) year after the cause of the action has first occurred unless the minimum time limit applicable by law cannot be limited to one (1) year.

15. COMPLIANCE

Each party agrees to comply with all applicable export control and trade sanctions laws, rules and regulations of the United Kingdom, European Union, the United States and all applicable jurisdictions. Each party acknowledges that the Goods may be subject to export control and other trade sanctions restricting their sale, export, re-export and/ or transfer, directly or indirectly, to certain destinations or parties. The Buyer shall be responsible for compliance and for obtaining, at its own expense, all necessary permits and authorisations. Failure to comply with such laws, rules and regulations shall constitute a material breach of these terms and conditions and shall entitle Cummins to immediate termination on notice to the Buyer and/or Cummins may elect not to recognize the Warranty. The Buyer 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 Buyer shall indemnify Cummins against any and all claims, losses, damages and expenses arising from or related to such failure by the Buyer to fulfil its obligations under this clause 15

16. FORCE MAJEURE

Cummins shall not be liable for any losses or damages as a result of any delay or failure to deliver due to any cause beyond Cummins' reasonable control, including but not limited to any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, explosion, flood, hurricane, accident, strike, slowdown, war, act of terrorism, riot, delay in transportation, equipment failure, inability to obtain necessary labor, equipment, materials or manufacturing facilities, or failure of usual sources of supply or usual modes of transportation. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

17. SUPPLY CONSTRAINTS

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In the event of any impact from epidemics, global material or supply shortages, or measures and restrictions on business and / or operations, then temporary delays in delivery, labor or services from Cummins and its affiliates, its suppliers or subcontractors may occur. Among other factors, Cummins' delivery obligations are subject to correct and punctual supply from its suppliers or subcontractors and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

18. RETURNS, REFUNDS AND CREDITS

Goods ordered and delivered by Cummins under this Contract are not returnable unless agreed to by Cummins in accordance with the annual returns policy. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to a handling/restocking charge and are limited to eligible items purchased from Cummins in accordance with the annual returns policy.

19. APPLICABLE LAW

The Contract shall be governed by and construed in accordance with the laws of the jurisdiction where the Cummins contracting entity is incorporated, without giving any effect to any choice or conflict of law provision. The parties agree that the courts of the jurisdiction where the Cummins contracting entity is incorporated shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Contract.

20. MISCELLANEOUS

All notices under this Contract shall be in writing and be delivered personally, mailed via first class certified or registered mail, sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice, or sent via electronic mail to the following email addresses:

- emea.parts@cummins.com
- emea.orders@cummins.com
- cglbe.claims@cummins.com

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto.

The Contract is concluded in English. Any translation of these terms and conditions of sale in another language is provided for information only, and in case of contradictions or inconsistencies, the English version shall prevail.