

Terms and Conditions:

- **Price basis:** The prices are basically in euros plus the statutory value added tax for delivery excluding packaging and insurance. Different conditions have to be communicated individually. The extra costs will be charged. Our pricing includes the items listed in the offers and the quantities and performance information contained therein. For deviating expenditures and / or additional services for the fulfillment of special requirements surcharges are calculated.
- **Guidelines:** Our offers are based on production in accordance with our standards and the specifications of the Machinery Directive. Our machines and systems are designed and built in compliance with the relevant basic health and safety requirements of EC Directive 2006/42 / EC.
- **Conditional:** An order requires a written confirmation and is subject to the inspection of original test material. We reserve the right to make design changes to optimize the system.
- **Test material:** In case of order, we need sufficient test material from the customer. This must be provided to us free of costs for charge and carriage. 3. Satz If there is a lack of test material so that we have to do re- and/or additional work on the system, this will be charged at cost.
- **Delivery dates, offer validity and terms of payment:** please refer to the cover letter of the offer.

Extract from the General Terms and Conditions (GTC):

Summary of conditions for installation

- For work or installation the customer shall provide the contractor with aids such as ladders, forklifts, lifting and scissor lifts, scaffolding etc. free of charge and without prior request. This shall also include special tools for work on third-party machines.
- The requirements of the statutory accident prevention regulations must be complied with by the customer. This also includes safe access to the construction site.
- The aids must be tested and possibly installed by the customer in accordance with the accident prevention regulations.
The corresponding test certificates must be made available to the contractor's fitters at all times. A briefing of the fitters on machines and equipment must be carried out and documented by the customer.
- The customer designates a contact person who is always available during the assembly times and who can provide detailed information about the project or carry out acceptance tests at any time.
- If the customer requests a driving order or work instructions for posting on the construction site, the customer must make these available to the contractor at the start of work.
- If the contractor's fitters are not allowed to drive themselves, the customer shall provide the contractor's team with a driver for the entire working time.
- The customer guarantees parking spaces for the contractor's vehicles.
- The customer must provide sufficient working space for tools and machines as well as for the use of machines in the area of the construction site and access roads. There must also be sufficient power connections and adequate lighting.
- The customer is responsible for the proper disposal of any type of waste.
- Social and sanitary rooms must be provided to the contractor's installation team prior to the start of installation. In the case of large construction sites and external construction sites, the customer must also provide suitable office and material containers as well as protective measures against rain and cold.
- Should one or more of these conditions not or only insufficiently be fulfilled by the customer, the contractor shall have the right to rectify the defect or may refuse the start of installation or procure the necessary equipment at the customer's expense. If waiting times or travel costs arise, these shall be noted on the proof of assembly and - even in the case of an agreed fixed price - charged "as proof".
- Installation work with a maximum working time of 10 hours per day is permitted by law. Work on Sundays and public holidays is generally prohibited by law and must be approved by the contractor with an exception permit from the competent authority. This does not apply to maintenance and repair work which cannot be postponed. The proof that the work cannot be postponed must be provided by the customer. The contractor shall invoice the client for the fees for a special exception permit.

H. F. Meyer Maschinenbau GmbH & Co. KG
GENERAL TERMS AND CONDITIONS
for the
DELIVERY AND INSTALLATION OF MECHANICAL, ELECTRICAL AND
ELECTRONIC PRODUCTS
Neustadt in Holstein, August 2018

PREAMBLE

These General Terms and Conditions shall apply if the parties agree to them in writing or otherwise. Amendments or deviations therefrom shall be agreed in writing.

1. DEFINITIONS OF TERMS

In these General Conditions, the following terms are to be understood as follows:

- **„Subject of delivery“**: machines, accessories, materials, articles, documentation, software, and all other items and services to be provided by the contractor in accordance with the contract.
- **„Place of delivery“**: means the place to which the subject of delivery is to be delivered. The place of delivery may differ from the possible place of installation, especially if a possible installation is not carried out by the contractor.
- **„Assembly site“**: means the place where the subject of delivery is to be installed, including adjoining areas used for unloading, storage, and internal transport of the subject of delivery as well as the assembly equipment.
- **„Work“**: means the subject of delivery, the assembly, and any other work to be performed by the contractor in accordance with the contract. If, under the contract, the work consists of several sections that can be used independently of each other, these conditions apply to each section separately. The term "work" then refers to the relevant section.

2. PRODUCT INFORMATION

The data and information contained in general product documentation and price lists are only binding insofar as the contract expressly refers to them in writing.

3. DRAWINGS AND TECHNICAL INFORMATION

Drawings and technical documents relating to the work, which one contractual partner makes available to the other contractual partner before or after conclusion of the contract, shall remain the property of the submitting contractual partner. If one party receives drawings, technical documents or other technical information for a specific purpose, this information may neither be used for other purposes, copied, reproduced, passed on to third parties or published without the consent of the submitting party.

4. PREPARATORY WORK AND WORKING CONDITIONS

The customer shall carry out preparatory work in a timely manner to ensure that the required conditions for assembly and flawless use of the installed item are met.

This does not apply to preliminary work, which according to the contract are to be executed by the contractor. The customer must ensure that the substructures are adequately loadable. If the customer is obliged to transport the subject of delivery to the installation site, he must ensure that the subject of delivery arrives before the agreed start of installation.

The customer must ensure that:

- a) the contractor's personnel have the possibility to start work according

to the agreed schedule and to work during normal working hours. The work may be performed outside normal working hours if this appears necessary to the contractor and if the customer has been informed of this in writing within a reasonable period. Assembly work is permitted by law with a maximum working time of 10 hours per day. Work on Sundays and public holidays is generally prohibited by law or must be approved by HFM by means of a special permit issued by the competent authority. Excluded from this are maintenance and repair work which cannot be postponed. This proof must be provided by the customer. The costs for the special permit shall be paid by the customer.

b) the contractor is informed in writing and in good time before the start of the installation work of all relevant safety regulations applicable at the installation site. Installation shall not be carried out in an unhealthy or hazardous environment. All necessary safety and protective measures must be taken before the start of assembly and must be maintained during assembly; the framework conditions in accordance with the accident prevention regulations must be guaranteed by the customer. This also includes safe access to the construction site. The aids must be inspected and possibly installed by the client in accordance with the accident prevention regulations. The corresponding test certificates must be accessible to the fitters at all times. An instruction of the fitters on machines and equipment must be carried out and recorded by the customer.

c) the contractor's personnel have the opportunity to be adequately accommodated and catered for in the vicinity of the installation site and have access to sanitary facilities and medical care in accordance with international standards. In the case of large construction sites and external construction sites, the customer must also provide suitable office and material containers as well as protective measures against rain and cold.

d) he provides the contractor with all the necessary equipment, such as cranes, lifting equipment and means of transport within the installation site, additional equipment, machines, ladders, forklifts, lifting and scissor lifts, scaffolding, materials and supplies, free of charge and on time at the installation site. The contractor shall inform the customer in writing in good time before the agreed start of installation which auxiliary means, cranes, lifting equipment and means of transport he requires within the installation site.

e) he provides the contractor free of charge with the necessary storage facilities to protect the subject of delivery, the tools and equipment necessary for assembly and the personal property of the contractor's personnel against theft and deterioration.

f) the access routes to the installation site are suitable for the necessary transport of the contractor's subject of delivery or equipment and the construction site can be reached independently by the fitters. Otherwise a driver must be made available by the customer for the entire working time.

g) any waste is disposed of in accordance with regulations.

h) there are sufficient power connections and lighting available on the construction site

i) a contact person on the part of the customer is always available during the work, who can provide information about the project or carry out acceptances at any time.

Upon request, the purchaser shall comprehensively support the contractor in the import and re-export of equipment and tools of the contractor. This shall also apply to customs formalities. This support shall be provided without any further costs for the contractor. The customer shall provide the necessary support to ensure that the contractor's personnel receive visas and other official entry, exit or work permits in good time and any tax certificates required in the customer's country as well as access to the installation site. This support shall be provided at no additional cost to the contractor.

5. NON-FULFILMENT ON THE PART OF THE CUSTOMER

If the customer is able to see that he will not fulfil his obligations necessary for the performance of the assembly in due time, in particular in accordance with the conditions of Article 4, he shall inform the contractor thereof immediately and in writing, stating the reason, and if possible inform the contractor of the time at which he will be able to fulfil his obligations.

If the customer does not fulfil his obligations necessary for the performance of the assembly, in particular in accordance with the conditions of Article 4, in a faultless and timely manner, the following shall apply:

- a) The contractor may, at its discretion, perform the customer's obligations or have them performed by a third party or take other measures appropriate to avoid or limit the effects of the customer's non-fulfilment.
- b) The contractor may suspend fulfilment of the contract in whole or in part. The contractor must inform the customer immediately and in writing of the suspension.
- c) The customer shall pay the contractor that part of the contract price which would have been due without the delay.
- d) The customer shall reimburse the contractor for all reasonable costs resulting from measures taken by the contractor in accordance with paragraph a), b) of this Clause.

6. REGIONAL LAWS AND REGULATIONS

The contractor shall carry out all conversion work, etc., required by changes in the laws and regulations referred to in Clause 22 or by changes in generally accepted interpretations thereto, provided such a change occurs between the date of submission and acceptance of the offer. The customer shall bear all costs incurred separately as well as all other consequences resulting from such changes, in particular for the conversion work.

7. CHANGES

The contractor shall not be obliged to make any changes requested by the customer until the parties have agreed on the effects on the contract price, on the acceptance period and on other contract provisions. Subject to this provision, the contractor and the customer shall be entitled to request changes in the scope, design and construction of the Works prior to acceptance of the Works. Requests for modifications shall be submitted to the contractor in writing and shall describe the modification in detail.

Immediately after receipt of a request for change or after having made a proposal for change himself, the contractor shall notify the customer in writing whether and, if so, how the change can be carried out and what changes this will make to the contract price, the acceptance period and other contractual provisions. The contractor shall also inform the customer of changes if these changes are due to changed laws and regulations.

If acceptance is delayed due to disagreements between the parties regarding the consequences of changes, the customer shall pay that part of the contract price which would have become due if acceptance of the work had not been delayed.

8. TRANSFER OF RISK

The risk of loss of or damage to the subject of delivery shall pass to the customer in accordance with the agreed commercial clauses, which are to be interpreted in accordance with the INCOTERMS® valid at the time of conclusion of the contract. In the absence of a special delivery clause in the contract, the subject of delivery shall be delivered "ex works" (EXW) to the place designated by the contractor. Any risk of loss of or damage to the works not covered by the first paragraph of this Clause shall pass to the customer upon acceptance of the works. After the

passing of risk, the customer shall bear the risk of any loss of or damage to the works unless such loss or damage is due to the negligence of the contractor.

9. ACCEPTANCE TESTS

The contractor shall inform the customer that the work is ready for acceptance. The customer shall bear all costs for the acceptance tests. The customer shall make available at his own expense energy, lubricants, water, fuels, raw materials and all other materials necessary for the performance of the acceptance tests and final adjustments in the preparation for the test. He shall also set up equipment at his own expense and make available the manpower or aids necessary for carrying out the acceptance tests.

If the customer has received a corresponding notification of readiness for acceptance and if he does not fulfil his obligations in accordance with the above paragraph or otherwise prevents the performance of the acceptance tests, the tests shall be deemed to have been successfully carried out on the day scheduled as the date for the acceptance tests. The acceptance tests shall be carried out during normal working hours. The contractor shall draw up a record of the acceptance tests. He shall send this report to the customer. If the customer is not represented at the acceptance tests, he can no dispute the correctness of the acceptance report.

If, during the acceptance tests, the works prove to be in substantial breach of contract, the contractor shall immediately remedy any defect. At the immediate written request of the customer, further tests shall be carried out in accordance with this clause. This shall not apply in cases of insignificant defects

10. ACCEPTANCE

The works shall be deemed accepted if:

- a) the acceptance tests have been successfully completed or are deemed to have been successfully completed in accordance with clause 9; or
- b) the customer has received written notice from the contractor that the works have been completed, provided that the works comply with the provisions of the contract relating to acceptance. However, this shall apply only in cases where the parties have not agreed to carry out acceptance tests.

Minor defects which do not impair the performance of the work shall not constitute grounds for refusal of acceptance. The Contractor's obligation to assemble the subject of delivery at the site shall be deemed fulfilled upon acceptance of the works in accordance with this clause 37. Any obligations to remedy minor defects shall remain unaffected thereby.

Prior to acceptance, the customer shall not be entitled to use the work or any part thereof. Otherwise the work shall be deemed accepted unless the contractor's written consent has been obtained. The contractor shall then no longer be obliged to carry out acceptance tests. After acceptance of the works in accordance with this clause 10, the period of the contractor's liability for defects in the works described in clause 15 shall commence

11. DELAYS ON THE PART OF THE CONTRACTOR

If, instead of an acceptance date, the parties have agreed on a period of time at the end of which acceptance shall take place, such period shall commence as soon as the contract has been concluded and all agreed preconditions incumbent upon the customer have been fulfilled, e.g. with regard to official formalities, all payments due upon conclusion of the contract or any agreed guarantees.

If the contractor can foresee that it will not be possible for him to fulfil his obligations for acceptance by the acceptance date, he shall inform

the customer thereof immediately and in writing, inform him of the reasons for this and, if possible, state the expected acceptance date. The contractor is entitled to an extension of the acceptance period if a delay is due to:

- a) Force majeure, or
- b) alterations in accordance with clause 6, or
- c) amendments in accordance with clause 7; or
- d) the suspension of compliance in accordance with clauses 5, 12 or 17; or
- e) any action or omission on the part of the customer or any other circumstance attributable to the customer.

The period shall be reasonably extended in accordance with the respective circumstances. This provision shall apply irrespective of whether the reason for the delay occurs before or after the agreed acceptance date.

12. PAYMENT

Unless otherwise agreed, payment shall be made within two weeks after the invoice date as follows:

- a) For assembly according to time calculation:
 - 100 % after acceptance
- b) If the assembly is included in the contract price at a fixed rate:
 - 40 % of the contract price at the time of conclusion of the contract,
 - 50 %, if the Contractor notifies the Purchaser that the Plant or an essential part thereof is ready for dispatch from the place of manufacture,
 - 10% at acceptance.

The following items shall be invoiced separately for assembly according to time calculation:

- a) any travel expenses incurred by the contractor for his personnel and the cost of transporting his equipment and personal luggage to an appropriate extent in accordance with the nature and class of the means of transport, if any, agreed in the contract;
- b) the payment of ransom, including reasonable daily subsistence allowances for each day of absence of the fitters of the place of residence, including rest and public holidays. Daily allowances shall also be paid in the event of absence due to illness or accident;
- c) the hours worked, which shall be calculated on the basis of the hours confirmed as worked time by the customer's signature on the relevant time sheets. Overtime, Sunday, holiday and night work shall be charged at special rates. The rates shall be based on the agreement made in the contract; in the absence of such an agreement, they shall be based on the rates usually demanded by the contractor.
- d) the time required for:
 - preparation and formalities for outward and return journeys of the contractor's staff,
 - outward and return journeys and other journeys to which the staff are entitled under applicable law, regulations or collective agreements in the country of the contractor,
 - outward and return journeys and other journeys to which the staff are entitled under applicable law, regulations or collective agreements in the country of the contractor,
 - bridging of times when work is prevented due to circumstances beyond the control of the contractor;
- e) taxes and levies payable by the contractor on the invoice amount in the country of assembly;
- f) additional costs due to compulsory social legislation in the country of the customer;
- g) costs, expenses and expenditure of time due to additional work not attributable to the contractor.

If the installation is delayed for reasons attributable to the customer, the customer must compensate the contractor for any additional costs incurred; this includes, but is not limited to:

- a) waiting times and additional travel times;

- b) costs and additional work due to the delay, including dismantling, securing and assembly of the installation equipment;
- c) additional costs, in particular costs incurred by the contractor as a result of his equipment being tied to the installation site for longer than intended;
- d) additional allowances and travel expenses of the contractor's personnel.

13. RETENTION OF TITLE

The subject of delivery shall remain the property of the contractor until full payment has been made, including payment for assembly of the subject of delivery, insofar as such retention of title is effective under the respective law. At the request of the contractor, the customer shall provide him with comprehensive support in his efforts to protect the contractor's title to the subject of delivery. The retention of title shall not affect the provisions governing the passing of risk pursuant to Article 8.

14. LIABILITY FOR DAMAGE TO PROPERTY BEFORE ACCEPTANCE

The contractor shall be liable for all damage to the works which occurs before the transfer of risk to the customer. This shall apply irrespective of the cause of the damage unless the damage was caused by the customer himself or by a third party for whom the customer is responsible in connection with the fulfilment of this contract. Even in cases where the contractor is not liable for damage to the works in accordance with this clause, he shall nevertheless remedy the damage at the customer's request and expense.

The contractor's liability for damage to the customer's property until acceptance of the work shall be limited to cases in which the contractor or a third party for whom the contractor is responsible within the framework of performance of the contract has caused the damage through negligence. In no event shall the contractor be liable for loss of production, loss of profit or other consequential or indirect damages.

15. LIABILITY FOR DEFECTS

Pursuant to this Article 15, the contractor is obliged to remedy any defect or deviation (hereinafter referred to as "defect(s)") in the works resulting from a defect in design, material or workmanship. The contractor shall not be liable for defects resulting from materials provided by the customer or from a design prescribed or specified by the customer.

The contractor shall only be liable for such defects which occur under the contractually stipulated operating conditions, with proper use of the work and, in particular, with the use of the contractually defined products of the purchaser previously provided as samples.

The contractor shall only be liable for such defects which occur under the contractually stipulated operating conditions, with proper use of the work and, in particular, with the use of the contractually defined customer products previously provided as samples.

The contractor shall not be liable for defects attributable to circumstances occurring after the passing of risk, such as defects due to poor maintenance or faulty repair by the customer or changes without the written consent of the contractor. The contractor is neither liable for normal wear nor for deterioration.

The contractor's liability shall be limited to defects in the works occurring within one year of acceptance. If the use of the work exceeds the agreed scope, the period shall be shortened accordingly. If acceptance is delayed for reasons attributable to the customer, the contractor's liability for defects shall cease 18 months after delivery of the subject of delivery at the latest, unless otherwise stipulated in the following paragraph.

If a defect is repaired in a part of the works, the contractor shall be liable for defects of the replaced or repaired parts for one year under the same conditions as for the original works. For all other parts of the

Works, the period referred to in the preceding paragraph shall be extended only to the extent that and for as long as the interruption of use of the works caused by the defect continues. The customer shall notify the contractor of any defect immediately and in writing. Such notice of defect shall in any case be given within two weeks after expiry of the aforesaid period or the aforesaid extended period(s). The complaint must describe the defect. If the customer does not notify the contractor of the defect in writing within the period specified in paragraph 1 of this clause, the customer loses his right to remedy the defect. If the defect could cause damage, the customer shall immediately notify the contractor in writing. The customer shall bear the risk of damage to the works resulting from non-notification. The customer shall take all reasonable measures to limit the damage and in this respect follow the contractor's instructions. The defect shall generally be remedied at the place of delivery or installation if the manufacturer, after weighing the interests of both parties, does not consider it more suitable to send the delivery item or the defective part to him or to another place designated by him. If the work to remedy the defect is carried out at the installation site, clauses 4 and 14 shall apply accordingly. If the defect can be remedied by replacing or repairing a defective part and if the removal and installation of the part does not require special expertise, the contractor may require the defective part to be sent to him or to another place designated by him. In this case the contractor's obligation in respect of the defect shall cease upon delivery of the properly repaired or replaced part to the customer.

The customer shall, at his own expense, ensure access to the works and any access to equipment not belonging to the works to the extent necessary to remedy the defect. Unless otherwise agreed, the customer shall bear all additional costs incurred by the contractor in remedying the defect due to the fact that the location of the works is different from the place of delivery or installation.

Replaced defective parts are to be made available to the contractor and become his property. If the customer has given notice of a defect in accordance with this clause 15 and no defect for which the manufacturer is liable can be confirmed, the customer shall reimburse the contractor for the costs incurred by the manufacturer as a result of such notice.

Notwithstanding the provisions of this clause 15, the contractor's liability for defects in any part of the works shall be limited to one year from the end of the period of liability specified in this clause or the end of any different period of liability agreed by the parties.

Subject to the provisions of this clause 15, the contractor shall not be liable for defects. This shall apply to any damage caused by the defect, such as loss of production, loss of profit and other indirect damage. The contractor's limitation of liability shall not apply in cases of gross negligence or willful misconduct.

16. FORCE MAJOR

The contractor shall be entitled to suspend its contractual obligations to the extent that such performance is rendered impossible or unreasonably impeded by force majeure, including but not limited to the following:

Industrial disputes and all circumstances beyond the control of the parties such as fire, war, general mobilization, insurrection, requisition, seizure, embargo, restrictions on energy consumption, foreign exchange and export restrictions, epidemics, natural disasters, extreme natural phenomena, acts of terrorism and defective or delayed deliveries by subcontractors due to the circumstances listed in this clause 16.

The party invoking force majeure must inform the other party immediately and in writing of the occurrence of such circumstances. If either party fails to give such notice, the other party shall be entitled to claim compensation for any additional costs it incurs as a result of not having received such notice.

If force majeure prevents the customer from fulfilling his contractual obligations, he shall compensate the contractor for the costs incurred in securing and protecting the work. Irrespective of any effects specified in these General Conditions, either party shall have the right to withdraw from the Contract by notice in writing to the other party if fulfilment of the contract is suspended for more than six months due to force major. The costs incurred until then must be reimbursed.

17. FORESEEABLE NON-FULFILMENT

Notwithstanding any provision to the contrary in these General Conditions regarding suspension of fulfilment, either party shall be entitled to suspend performance of its contractual obligations if it is clear from the circumstances that the other party will not fulfil its obligations. A party suspending the fulfilment of its contractual obligations shall immediately notify the other party thereof in writing.

18. CONSEQUENTIAL DAMAGES

Except as otherwise provided in these General Terms and Conditions, the liability of either party to the other for loss of production, loss of profit, loss of use, loss of contract or any other consequential or indirect loss shall be excluded.

19. APPLICABLE LAW

The contract is subject to the substantive law of the country of the contractor.