



GEA United Kingdom

Standard Terms of Sale

for Spare Parts and Services
(Domestic and Export Business)

Definitions

Term	Meaning
Contract	The contract formed between Purchaser and Contractor for the supply by Contractor of the Scope of Supply including Contractor's Offer unless specified otherwise.
Contractor	The respective GEA Company or permanent establishment with a registered office in the United Kingdom issuing the Contractor's Offer for the Scope of Supply to be supplied to the Purchaser or entering into the Contract with the Purchaser.
Contractor's Offer	Contractor's quotation or offer for the Scope of Supply.
Contract Price	The contract price set out in the Contractor's Offer or, in case of binding contract, in the Contract.
Costs	All costs and expenses incurred or to be incurred by Contractor, including overhead, insurance, financing costs and similar charges and a reasonable profit; when calculating Costs, the costs of the Contractor's personnel shall be based on Contractor's periodic rates as set forth in Contractor's Offer or, if not contained therein, according to its rates prevailing when the work is performed.
Day	A calendar day.
Defect	A defect, including omission, at the time of delivery in the workmanship or materials of the Contractor's equipment or a failure to prepare documentation or provide Site Services according to commercially reasonable skill and care.
Export Control Event	A situation where the Export Control Regulations may require an Export License or may cause additional costs, delay, prohibit Contractor's performance and/or render the Contract not reasonable to perform.
Export Control Regulations	All applicable national and international laws, regulations, orders, embargoes, administrative practices or resolutions that may prohibit or restrict the trade of the Goods including, but not limited to, those specified in Annex A.
Export License	License or an equivalent formal approval by the competent authorities for the supply of the Goods under this Contract which is required to be obtained by Contractor under the Export Control Regulations.
Force Majeure	Acts of war or terrorism, riots, civil commotion, embargoes, export/import permit delays or refusals, epidemics, pandemics, strikes, fires, delays in transport or customs clearance, any failure by Contractor or its subcontractors to obtain any work permit or visa through no fault of their own, earthquakes, floods, hurricanes, typhoons, storms, other acts of God or government or any other circumstances beyond the control of a party.
include, including	include, Including without limitation.
Incoterm	The series of pre-defined commercial terms published under the name Incoterm® by the International Chamber of Commerce (Paris) as in force at the date of the Contractor's Offer. Any term or expression which is defined in or given a particular meaning by the provisions of an applicable Incoterm shall have the same meaning in these Terms, but if there is any conflict between the provisions of the Incoterm and these Terms, the latter shall prevail.
Purchaser	Contractor's customer in connection with the Contract.
Purchaser Scope	All works (including civil works, equipment, documentation and services) relevant to the Scope of Supply which are not expressly included in Contractor's Scope of Supply, including any works specified in these Terms or Contractor's Offer as being the responsibility of Purchaser (including third parties for whom Purchaser is responsible).
Schedule	The time schedule for the Scope of Supply as set out in the Contractor's Offer or, in case of binding contract, in the Contract, as such schedule may be modified according to Clause 5.5 of these Terms.
Scope of Supply	The equipment, documentation and services (including Site Services, if any) expressly listed as the Contractor's responsibility in the Contractor's Offer or, in case of binding contract, the Contract.
Site	The place at which the Scope of Supply is to be installed and the Site Services (if any) are to be performed.
Site Services	The services (if any) provided by the Contractor at the Site, including to the extent applicable installation and erection, commissioning and acceptance testing of the Scope of Supply or the supervision thereof, as expressly listed as the Contractor's responsibility in Contractor's Offer or, in case of binding contract, the Contract.
Terms	These Terms of Spare Parts Supply and Site Services.
Warranty Conditions	Has the meaning set out in Clause 7.1.4
Warranty Period	Unless stated otherwise in Contractor's Offer or, elsewhere in the Contract a fixed and non-extendable period of three (3) months from the earlier of (a) delivery of the relevant equipment (including spare parts) or (b) completion of performance of the relevant Site Services.

General Provisions

These Terms shall apply to and form an integral part of any Contractor's Offer and any Contract.

Any provision of the Purchaser's purchase order, offer, acceptance or other document or requirement of Purchaser which forms a part of the Contract and is in conflict or inconsistent with these Terms or which imposes on Contractor liabilities that are additional to or different from those set forth in the Terms shall not apply to the Contract and is of no force or effect. Purchaser's terms of purchase and/or service, if any, shall not apply to the Contract and are of no force or effect.

These Terms shall prevail over any inconsistent or conflicting provision of the Contract (including Contractor's Offer), except only where (i) the Contractor has by way of its Contractor's Offer or a duly signed document expressly amended a provision of these Terms and has referenced the specific provision of these Terms being amended or (ii) these Terms expressly provide for an option to deviate from the respective provision in Contractor's Offer or, as the case may be, in the Contract.

1. **Scope of Supply:**

- 1.1 Contractor's works shall be limited to the Scope of Supply. The Purchaser shall be responsible for the Purchaser Scope.
- 1.2 The Contractor reserves the right to amend the Scope of Supply if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Purchaser in any such event.

2. **Site Services:**

- 2.1 If Site Services are included in the Scope of Supply, Purchaser shall ensure that Contractor has safe and appropriate access to the Site at all times required by Contractor. Any failure by Purchaser to perform this obligation and any failure as regards readiness of the civil works or equipment outside the Scope of Supply at the Site will entitle Contractor to suspend its Site Services upon written notification thereof, stating which civil or other works are delaying, and disrupting, hindering or obstructing Purchaser's works.
- 2.2 Under no circumstances will Contractor be responsible for the acts and/or omissions of any other contractor or person provided or made available by Purchaser or for any works or equipment supplied by them, either by way of a deemed employer or otherwise, or for their payment, welfare, provision of safety equipment or safe means of working, or for their work, productivity or workmanship. Purchaser shall be solely responsible for any failure of such persons or contractors to strictly comply with the instructions and requirements of Contractor. Purchaser shall indemnify, defend and hold Contractor harmless from any resulting claims and liability for loss or damage to any property or for personal injury or death in any way arising out of the acts or omissions of any such persons and contractors, save in each case to the extent directly caused by the negligence of Contractor.

3. **Payment:**

- 3.1 Unless otherwise expressly stated in the Contractor's Offer or Contract, payment of the Contract Price by the Purchaser shall be as follows: All payments are to be made by electronic transfer, net cash without any deduction, in GBP unless a different currency is stated in the Contractor's Offer and within 30 days of the date of Contractor's applicable invoice.
- 3.2 Payment shall not be deemed effective until irrevocably available and cleared funds have been received in full by Contractor in its nominated bank account.
- 3.3 Purchaser shall notify Contractor in writing of any query in respect of or objection to the validity of any invoice within 5 days of receipt, otherwise the invoice shall be deemed valid, acceptable, and payable.
- 3.4 Purchaser shall have no right of set-off or right to make any form of withholding or retention against any payment of the Contract Price. The Contractor shall have no obligation to commence any Scope of Supply until the first instalment of the Contract Price has been received by the Contractor.
- 3.5 If any payment is not received by the applicable date for payment, Contractor shall be entitled to interest thereon at 4% above the base lending rate of Barclays Bank PLC from time to time computed from a date at which such sum becomes payable until the date of actual payment per month and pro rata for any part thereof, without formal demand being made. In addition and upon 7 days' written notice to that effect, Contractor may suspend all or part of its performance under the Contract until the payment and any due interest is received in full. If any payment has still not been received in full by Contractor 21 days after the applicable due date, then, irrespective of whether or not Contractor has commenced any portion of the Scope of Supply and/or suspended its works, Contractor shall be entitled by written notice with immediate effect to terminate the Contract.

4. **Taxes:**

- 4.1 The Contract Price and any other amounts to be paid to Contractor are exclusive of, and Purchaser shall be responsible for, all duties, taxes (including value added, sales, use, business, excise or withholding taxes or any equivalent taxes chargeable in any jurisdiction), assessments or charges of any kind, except to the extent any taxes or other charges that are assessed on the profits

of Contractor or which under the applicable Incoterm relating to delivery of the Scope of Supply are payable by the Contractor. If any duties, taxes, assessments or charges are imposed on Contractor by authorities in the country where the Scope of Supply will be installed in connection with any Site Services and/or in connection with the Contract itself, Purchaser shall reimburse Contractor all such amounts. Where the Purchaser is obliged by applicable law to make a deduction or withholding from any payment due to the Contractor in relation to any such duties, taxes, assessments or charges, the Purchaser shall increase the payment to be made such that the net payment received by the Contractor is without any such deduction or withholding.

5. Delivery / Risk of Loss / Delays:

- 5.1 Contractor shall deliver the Scope of Supply according to the applicable Incoterms by the date specified in the Schedule. If no Incoterm is stipulated, delivery shall be Ex Works manufacturer plant as specified by Contractor. If no manufacturer plant is specified, then delivery shall be Ex Works Contractor's premises. In case the respective stipulated Incoterm obliges Contractor to perform any import formalities for the import into the country of delivery, Purchaser at its cost is obliged to support Contractor in any way reasonably required by Contractor. Any delay (other than a delay by Contractor) in completion of import formalities shall be an event entitling the Contractor to an extension of time and compensation of Costs in accordance with Clause 5.5.
- 5.2 Transfer of risk of loss and damage to the Scope of Supply shall be in accordance with the stipulated Incoterm applicable at the date of Contractor's Offer. The inclusion of any Site Services within the Contractor's Scope of Supply shall not alter this transfer of risk of loss and damage and shall not create any assumption by Contractor of any form of care, custody and control over any Purchaser Scope and/or the Site.
- 5.3 Statements of packing, measurements and gross weight are an approximate guide and not binding on Contractor.
- 5.4 Upon delivery or the provision of any Scope of Supply, Purchaser will inspect the relevant Scope of Supply and promptly (but in no event more than 7 days) inform Contractor in writing of any Defect under Clause 7.1.1. Contractor will thereupon remedy any such Defect.
- 5.5 In case of (i) any suspension; (ii) exceptionally adverse climatic conditions; (iii) unforeseeable shortages in the availability of personnel or goods attributable in whole or in part to Force Majeure; (iv) any delay, disruption, impediment or prevention of Contractor or any breach of contract caused by or attributable in whole or in part to Purchaser (including third parties for whom it is responsible), or (v) any other event or circumstance for which these Terms or the Contract gives Contractor an entitlement under this Clause, Contractor shall be entitled to payment by Purchaser of its additional Costs and to an extension of time for any delay incurred. Contractor shall give written notice to Purchaser of any event giving it an entitlement under this Clause within a reasonable time after becoming aware of the event.
- 5.6 If Contractor is more than 2 weeks late in delivering the Scope of Supply according to the applicable Incoterms for reasons attributable to the fault of Contractor (and not for any reasons attributable in whole or in part to Purchaser), Purchaser shall be entitled to liquidated damages (and not a penalty) in an amount equal to 0.1% of the portion of the Contract Price attributable to the value of the delayed portion of the Scope of Supply for each full week of delay up to an overall aggregate maximum delay liquidated damages of 2.5% of the Contract Price, provided Purchaser has given at least one week advance written notice of its intention to claim such liquidated damages. Such liquidated damages shall not be due where Contractor has failed to deliver only minor portions of the Scope of Supply or where Purchaser has not incurred any resulting loss or damage. Payment of the liquidated damages shall constitute full and complete satisfaction of any claim of Purchaser, and Purchaser's sole and exclusive remedy, against Contractor arising from or in connection with any delay of the Contractor. Any and all other claims for delay or late performance, including any delay in meeting any intermediate or other dates or milestones, shall be excluded.
- 5.7 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract. Each party shall be released from the performance of its obligations under the Contract if and to the extent such performance is delayed, disrupted, hindered or obstructed by Force Majeure. A party shall give written notice of the occurrence of any Force Majeure within 14 days of becoming aware of its occurrence.

6. Ownership:

- 6.1 Title in the Scope of Supply will transfer to Purchaser when Contractor has received payment of the Contract Price in full.

7. Warranties:

- 7.1 Warranties regarding Scope of Supply
 - 7.1.1 Subject to the provisions of this Clause 7.1 and Clause 7.2, the Contractor warrants that the Scope of Supply shall be free of Defects. This warranty shall expire on the last day of the Warranty Period.
 - 7.1.2 Contractor shall be responsible for remedying any Defect under Clause 7.1.1 provided that Purchaser promptly gives detailed written notice to Contractor of the Defect and in any event before the end of the Warranty Period. To the maximum extent

permitted by applicable law, the Contractor shall have no liability for any form of Defect under Clause 7.1.1, latent or otherwise, for which it has not received written notification during the Warranty Period.

- 7.1.3 Where Contractor is responsible for a Defect under Clause 7.1.1, Contractor shall investigate and rectify the same as soon as reasonably practicable (taking into consideration the nature of the Defect, lead-time for replacement parts, etc.). Rectification of a Defect under Clause 7.1.1 relating to equipment and materials included in the Scope of Supply shall be by way of repair or replacement, at the Contractor's option, of the relevant part of the equipment or materials that is defective. Rectification of a Defect under Clause 7.1.1 relating to Site Services and documentation included in the Scope of Supply shall be by way of re-performance by Contractor of the relevant part of the Site Service or documentation that is defective. Such rectification may include remediation implemented via a remote access solution (e.g., via an IoT edge device or IoT gateway). Purchaser shall in each case give Contractor all necessary and safe access to and possession of the Site. Purchaser also grants Contractor the right to use any remote access capability installed by or for Contractor in relation to the Scope of Supply or installed equipment at the Site for investigating and rectifying Defects. Any replacement parts shall be delivered according to the same delivery terms (including the applicable Incoterm) as specified in the Contract. Purchaser shall be responsible for all labour, equipment, costs used or incurred in the disassembly, removal, transport, installation and commissioning of repaired or replaced defective parts. Contractor shall not be deemed to have breached any of its warranty obligations where it has rectified a Defect according to the foregoing. Should Purchaser disable or otherwise restrict, hinder or prevent Contractor from remotely accessing the Scope of Supply or related installed equipment at the Site, Contractor's ability to perform its warranty obligations may be impaired or delayed; any investigation or resolution of Defects by Contractor may be incomplete or inaccurate; Contractor may incur additional costs in connection with the investigation and/or the rectification of a Defect (including the incurrence of travel costs), which Contractor will be entitled to recover from Purchaser; Contractor's warranty obligations will be void insofar as Contractor's ability to discharge such obligations are materially impaired.
- 7.1.4 Contractor's responsibility for any Defect under Clause 7.1.1 is subject to the condition that it is not caused by one or more of the following: (a) normal wear and tear of parts; (b) use of non-original spare parts; (c) use of feed, consumables or utilities not in strict conformity with the specifications stated in the Contract or in Contractor's written manuals; (d) any failure of upstream and/or downstream equipment; (e) modifications without Contractor's express prior written consent; (f) use of corrosive or abrasive substances; (g) the installation, commissioning, storage and handling or any Contractor equipment and / or the maintenance or operation of the Scope of Supply by or for Purchaser which is not in strict conformity with good engineering practice, the Contract or any written requirements of the Contractor, including any failure to comply with Contractor's written manuals or instructions and Purchaser's own quality assurance requirements; (h) information, services, personnel, equipment or other items supplied by or for Purchaser; (i) failure to permit Contractor to perform supervision of installation and/or installation; (j) wilful damage, negligence or abnormal working conditions and/or (k) other conditions or circumstances not due to the fault of Contractor (collectively, "Warranty Conditions").

7.2 Disclaimer and Limitations

To the fullest extent permitted by applicable law, (i) Contractor hereby excludes and disclaims all conditions, warranties, guarantees and representations that are not expressly set out in Clauses 7.1 above or which are implied, statutory, customary or otherwise and which, but for this exclusion and disclaimer, would or might subsist in favour of Purchaser, including any warranties as to fitness for purpose or merchantability; (ii) Purchaser's remedies as set forth in Clause 7.1.3 above shall be the Purchaser's sole and exclusive remedies in respect of any defect in the Scope of Supply, including any Defect covered by Clause 7.1; and (iii) Contractor shall not be liable for any loss or damage, including any loss or damages described in Clause 9.2 below, caused by or resulting from any breach of warranty or any defect, including any Defect covered by Clause 7.1.

8. **Confidentiality and IP; Software; Technical Data and Smart Equipment:**

- 8.1 Purchaser shall at all times during the term of a Contract and for a period of two years after its expiry or termination treat all information, drawings and data of any kind made available or provided by Contractor under the Contract whether orally, electronically, in writing, visually (such as through site visits, tests or audits) or otherwise and regardless of whether marked "confidential" ("Confidential Information") as private and confidential and each party reserves all rights in its Confidential Information. Purchaser shall not publish or disclose the Contractor's Confidential Information or any particulars thereof (except to its and its affiliates' officers, directors and employees and only to the extent necessary in connection with the performance of the Contract, and/or as required by a governmental authority, recognized stock exchange or by applicable law), without the previous written consent of Contractor. Nothing in this Clause 8 shall prevent the publication or disclosure of any Confidential Information which either has come within the public domain otherwise than by breach of this provision or was already in the possession of Purchaser with a right to disclose and use such information.
- 8.2 Any disclosure for the purposes of the Contract shall be made against an undertaking of non-use and confidentiality from the disclosing party on terms at least as stringent as set out in this Clause 8. In respect of any disclosure required by a governmental

authority or stock exchange or by applicable law, the disclosing party shall disclose only that portion of the Confidential Information it is legally required to disclose and to exercise all reasonable efforts to obtain confidential treatment for such Confidential Information.

- 8.3 The intellectual property rights in any equipment, document or other information given or made available (by visual inspection or otherwise) to Purchaser under the Contract or applied to and embodied in the Scope of Supply and the Site Services shall remain the exclusive property of Contractor (or its subcontractors).
- 8.4 To the extent the Scope of Supply includes the furnishing of engineering deliverables such as, but not limited to, engineering studies, process studies, detailed price proposals, preliminary drawings, preliminary bills of materials, process and instrumentation diagrams, or specifications not concurrent with a contract for the sale of tangible goods ("Engineering Deliverables"), such Engineering Deliverables are licensed to Purchaser by Contractor on a fully-paid up basis only for the purpose of Purchaser utilizing such Engineering Deliverables to procure equipment from Contractor and no other supplier. Purchaser is not authorized to use or disclose the Engineering Deliverables in connection with the purchase of equipment from any other supplier and Purchaser will indemnify and hold Contractor harmless from any claims, damages, losses and costs (including reasonable attorney's fees) that result from the use of any Engineering Deliverables in conflict with this provision.
- 8.5 This clause applies insofar as any software, programming, control system or automation of any kind (collectively "Software") are included in the Contractor's Scope of Supply. Software also includes all enhancements, upgrades and related documentation that Contractor may make available in its sole discretion. Upon receipt of the full Contract Price and subject to Purchaser's compliance with its obligations under this clause, Contractor grants Purchaser a non-exclusive and (except as stated expressly below) a non-transferable license to use the Software solely for operating the Goods for the purposes and within the requirements stated in Contractor's Offer. Except as stated below, Contractor warrants for a period of one year after the date (whichever is earlier) the Software is shipped or otherwise first made available to Purchaser ("Software Warranty Period") that the Software, when properly installed and used in conformity with the Contract, will function substantially in accordance with the software specifications (if any) stated in Contractor's Offer. Contractor does not warrant that the Software meets Purchaser's or any third parties' data protection or IT security requirements. If Purchaser discovers a nonconformity with the warranty and provides Contractor promptly with a detailed written notice of the nonconformity within the Software Warranty Period (including a description of the nonconformity and complete information about its discovery), Contractor will use commercially reasonable efforts to substantially correct the nonconformity by, at its option, one of the following: (i) providing a suitable fix, patch or workaround which may include a future revision of the Software; (ii) making available to Purchaser instructions for modifying the Software or indicating a reasonable way for avoiding the effect of the nonconformity; or (iii) making available at Contractor's facility corrected or replacement Software. Contractor will have no obligation under the warranty stated in this clause in case of improper installation of the Software or any modification or configuration of the Software not authorized in writing by Contractor, nor shall it have any responsibility for any non-conformities arising from Purchaser supplied software or interfacing; in each such case, Purchaser shall defend and hold Contractor harmless for any resulting loss, injury or damage. In respect of any Software that is acquired by Contractor from third parties, Contractor's obligation will be limited to transferring to Purchaser any warranty rights obtained by Contractor in respect of that Software and the non-conformity. Except as may be stated expressly in this clause, the Software is licensed as is. Contractor has no obligation to provide any maintenance, enhancements or upgrades. As between the Parties, Contractor retains all copyright, trademarks, patents and other intellectual property rights in the Software and all information other than Purchaser generated information that may be used or transmitted via or processed by the Software. The Software may not be sold or otherwise transferred or given to any third party without the prior written consent of Contractor and prior written agreement between Contractor and the third party, except that the Software (and the license granted herein) may be transferred to persons who have acquired the Goods without obtaining Contractor's prior consent. Purchaser shall not reverse engineer, modify or decompile the Software or in any other manner attempt to locate or identify the source code. To the extent that the Software contains open source software ("OS-Software"), the following applies, notwithstanding anything to the contrary in this Clause, Contractor makes the OS-Software available to Purchaser on the basis of the applicable OS-Software license terms, which terms will govern Purchaser's use of the OS-Software exclusively (including, for the avoidance of doubt, with respect to warranty and liability). To the extent permitted by law, Purchaser's rights and remedies in respect of the Software are stated exclusively above.
- 8.6 Contractor annually publicly discloses its audited greenhouse gas emissions according to the Corporate Value Chain (Scope 3) Accounting and Reporting Standard ("GHG protocol"). In order to increase the accuracy of its reporting on the use phase of its sold products (Scope 3.11 greenhouse gas emissions), Contractor is interested in its customers' specific energy grid mix. Thus, Purchaser shall disclose towards Contractor the specific energy grid mix, i.e. the share of renewable energy used to power the specific sold product, to the extent such information is collected and tracked. Purchaser shall provide the required information and shall agree, that Contractor may utilize this information in an aggregated form for its annual sustainability reporting and auditing. Apart from that, this information will be kept confidential.
- 8.7 Where Contractor's Scope of Supply includes a Connected Product or a Related Service, GEA Group Companies each have a perpetual, world-wide, irrevocable, non-exclusive, transferable, sub-licensable and royalty-free right to generate, collect, process,

analyse, store, aggregate, and otherwise use Technical Data transmitted to the GEA Cloud from the Connected Product or Related Service for one or more of the following purposes: providing the Scope of Supply; discharging Contractor's warranty and other obligations under the Contract; troubleshooting, monitoring, improving the function of and further developing the Scope of Supply (including the Connected Product and/or Related Service) and the Installed Works; providing Purchaser with product support and information on the Scope of Supply and Installed Works; establishing benchmarks and optimization potentials and optimizing the Scope of Supply and Installed Works; developing, designing, engineering, manufacturing, supplying, automating, improving, updating, monitoring and/or servicing equipment, software, cloud-based solutions, processes and services; creating and modifying algorithms, statistical analyses and artificial intelligence solutions; optimizing project execution and similar capabilities; supporting the marketing and sales efforts; and generating and using for commercial purposes any Derived Data, including with the aim of making such Derived Data available to third parties; and other similar purposes. Contractor shall exclusively have all rights, title and interest in and to all Derived Data, provided that Purchaser may use any Derived Data provided to it via a Connected Product or a Related Service for operating and maintaining the Scope of Supply and auxiliary equipment at the Site.

- 8.8 Purchaser will transmit to the GEA Cloud such Technical Data as is needed or appropriate for Contractor to discharge its warranty and other obligations under this Contract. Further, upon a GEA Group Company's written request, Purchaser will undertake such measures as may be reasonably required to enable such company's secure access to the Scope of Supply, Installed Works and related Technical Data and to provide at its discretion updates to the installed automation, software and control systems. Purchaser will enable Contractor to connect, or if agreed Purchaser will connect, the Scope of Supply (or a portion thereof) during its installation or (if requested by a GEA Group Company) at a later point of time and the Installed Works (if and when requested by a GEA Group Company) to Contractor's cloud and/or IT environment or other similar solution. Purchaser will ensure that the internet or other connection to the IoT edge device or IoT gateway is fully accessible to Contractor remotely and at Site and the connection meets such requirements (e.g., configuration, security, etc.) that may be issued by Contractor from time to time or which are recommended or required by applicable regulations or standards. Nothing in these Terms obligates Contractor to provide digital solutions; Purchaser acknowledges that Contractor may offer from time to time digital solutions for the Scope of Supply and or Installed Works pursuant to supplemental terms. This clause does not result in any warranty or other similar obligation being given or undertaken by Contractor in respect of any Technical Data or Derived Data. Contractor may, in its discretion, delete any stored Technical Data at any time, provided such deletion will be in accordance with applicable laws. Except to the extent required by applicable law, nothing in these Terms requires Contractor to provide any access to Technical Data or make such data available where doing so i) would result in disclosure of Contractor's trade secrets; ii) could undermine the security or safety of the Scope of Supply; or iii) would result in the disclosure of data relating to the testing of new products, substances or processes that are not yet placed on the market.
- 8.9 As used in these Terms, "GEA Group Companies" means Contractor and its affiliated companies; "Connected Product" means a physical product at the Site that via a component (e.g., an IoT edge device or IoT gateway), operating system or other means obtains, generates and/or collects Technical Data and communicates, or is intended by Purchaser and Contractor to communicate such data to Contractor's cloud and/or IT environment or other similar solution; "Installed Works" means the equipment, automation, software and control systems at the Site to which the Scope of Supply relates or is connected; "Related Service" means a digital service, including software or a cloud-based solution, that enables a GEA Group Company or a third party acting on its behalf to obtain, generate and/or collect Technical Data where the service is connected to the Scope of Supply or the Installed Works in such a way that its absence would prevent the Connected Product or Installed Works from performing one or more of its functions or which adds to, monitors, updates, optimizes, modifies or adapts the functions of the Scope of Supply or Installed Works; "Technical Data" means raw product data generated by the use of a Connected Product or Related Service, including relevant metadata that make the raw data usable, including without limitation data regarding the condition, operation, efficiency, productivity, availability, maintenance, status, malfunction and/or optimization of the Connected Product; "Derived Data" means i) all data or information that is derived by the GEA Group Companies (or third parties acting on their behalf) from Technical Data, including without limitation statistical or other analysis and data derived by means of algorithms or application of proprietary software; ii) all data or information that is derived by means of sensor fusion or other similar means or methods; and iii) all data where the Technical Data is aggregated together with other data (provided such aggregated data does not allow for identification of the Technical Data collected under this Contract or allow a third party to derive such data from an aggregated data set). Technical Data does not include any Derived Data.

9. Remedies and Limitations of Liability:

9.1 Exclusive Remedies:

To the maximum extent permitted by the applicable law, Purchaser's rights and remedies as expressly stated in the Contract (whether by way of damages, payment or reimbursement of costs, liquidated damages, price reduction, make good or remediation, termination or otherwise) shall be its sole and exclusive rights and remedies regardless of the events, circumstances or theory on which a claim may be based (including termination, breach of contract or statutory duty, negligence or other tort, strict liability, indemnity, rescission/withdrawal or otherwise).

9.2 Exclusion of Certain Damages:

Notwithstanding any other provision to the contrary, except only:

- (a) To the extent of any liquidated damages provided for in the Contract; and
- (b) To the extent the exclusion of Contractor's liability is prohibited by applicable law (in which circumstances Contractor's liability shall be limited to the extent permitted by applicable law),

Contractor shall in no case whatsoever be liable for any loss of revenues or profits, sales, loss of anticipated savings, loss of use or corruption of software, data or information, loss of opportunity, loss of production or contracts, loss of use, standby costs, loss of or damage to feed, raw materials, utilities product or stock, plant downtime or delays, loss of or damage to goodwill, liquidated damages, penalties or other contractual liability of the Purchaser towards its customers or any third parties, product recall costs, any damages, fines or penalties payable by Purchaser, or otherwise for any financial or economic losses or damages, and in each case irrespective whether the losses or damages in question are deemed to be direct, consequential, indirect or otherwise, or for any consequential, indirect, special, incidental, punitive or exemplary, losses or damages howsoever caused or arising.

9.3 Maximum Aggregate Liability:

- 9.3.1 Except only to the extent the exclusion or limitation of Contractor's liability is prohibited by applicable law (in which circumstances Contractor's liability shall be limited to the extent permitted by applicable law), Contractor's maximum aggregate liability to Purchaser under or in connection with the Contract and these Terms shall in no case exceed in the aggregate 100% of the Contract Price actually received by the Contractor, irrespective whether such liability arises by way of breach of contract (including termination) or of statutory duty, negligence or other tort, strict liability, indemnity, contract price reduction or repayment, termination, rescission/withdrawal, make good or remediation or otherwise.
- 9.3.2 The restrictions on liability in Clause 9.3.1 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, provided that nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by negligence; or
 - (b) fraud or fraudulent misrepresentation.
- 9.3.3 This Clause 9 shall survive termination of the Contract.

9.4 Expiry of Warranty Period

The expiry of the Warranty Period shall, to the maximum extent permitted by applicable law and save only as set out in the last sentence below, constitute conclusive evidence for all purposes and in all proceedings whatsoever between the parties that Contractor has completed its obligations under or arising out of the Contract and performed the Scope of Supply and made good all Defects therein in accordance with its obligations under the Contract. After the expiry of the Warranty Period, all claims of any nature whatsoever the Purchaser may have against Contractor, whether known or not, or whether latent or otherwise under or arising out of the Contract and the use of the Scope of Supply, and any right, cause of action and or remedy shall be deemed to be barred and extinguished. Provided always that this provision shall not apply in case of fraud or to the extent any proceedings were commenced and served in writing on the Contractor within the Warranty Period.

10. Permits / Safety:

- 10.1 Purchaser shall be responsible for (i) all permissions, consents and permits in connection with the Site, and with owning, erecting, testing, commissioning, operating and maintaining the Scope of Supply and any related equipment, plant, facilities or utilities, and for the performance of the Site Services (if applicable); (ii) maintaining the Site in a safe working condition and as a safe place of work for all personnel at the Site at any time, providing safe means of access to the Scope of Supply at all times, conducting all activities on the Site in a safe manner and as prescribed by applicable directives, laws, rules, regulations, codes and standards and as set forth in the operating and maintenance manuals and instruction sheets furnished by Contractor; (iii) not removing or modifying any safety device, guard or warning sign provided as part of the Scope of Supply. If the Purchaser fails to strictly observe any of the obligations in this Clause, Purchaser shall indemnify, defend and hold Contractor harmless from any resulting claims and liability arising out of loss or damage to any property or out of personal injury or death, save to the extent directly caused by the negligence of Contractor.

11. Export Control:

- 11.1 Purchaser acknowledges that the Goods to be provided by Contractor are or may be controlled by Export Control Regulations which may result in an Export Control Event. In case of an Export Control Event Contractor shall be entitled to all additional costs and expenses which may be needed for Contractor to fulfil its obligations under the Contractor's Offer or, in case of binding contract, the Contract, including costs and expenses needed to obtain an Export License. Purchaser agrees to provide to Contractor without undue delay all necessary information that may be requested to obtain an Export Licence, such as end-user certificates. Contractor will inform Purchaser about material delay to obtain an Export License, a revoked license or any prohibition to execute the contract with undue delay.

- 11.2 If an Export License is denied or revoked or if an embargo prohibits the execution of the contract or if any other Export Control Event will hinder Contractor to fulfil one or more of its contractual obligations Contractor shall be excused from the performance of its obligations under the Contractor's Offer or, in case of binding contract, the Contract, with immediate effect. This shall, without limitation, also apply in case that Contractor may be hindered to fulfil its contractual obligations due to the fact that any of Contractor's suppliers or subcontractors are hindered by an Export Control Event to supply the Goods all or in part. In any case Contractor shall not be liable or accountable to Purchaser for any claims for delay, loss or damage in connection with an Export Control Event.
- 11.3 Subject to Clause 11.2, if Contractor gives notice to Purchaser that its performance of the Contractor's Offer or, in case of binding contract, the Contract will be hindered by Export Control Regulations and/or Export License or embargos, each party shall be entitled to terminate the Contractor's Offer or, in case of binding contract, the Contract, by giving one-week prior written notice.
- 11.4 Purchaser shall implement and follow all necessary procedures to comply with Export Control Regulations related to the Goods to be provided by Contractor and guarantees not to engage in any activity which it or Contractor reasonably believes could be subject to civil, criminal or administrative liability, including but not limited to the sale, lease, transfer, or sublicensing of any Goods without appropriate authorization. Purchaser shall indemnify and hold harmless Contractor from and against any claim, proceeding action, fine, cost, loss and damage arising from or related to the breach of this warranty.

12. Data Processing:

- 12.1 Purchaser agrees that Contractor will collect, process and use personal data and other data disclosed by Purchaser in the course of the business relation with Contractor for the purpose of (1) managing and performing the Contract with Purchaser (which includes the creation and processing of invoices), (2) advertising and/or offering further goods and services to the Purchaser and/or (3) managing the business relationship with Purchaser through e.g. a customer relationship management system. Such data may include the following data categories of persons being employed or retained by Purchaser *inter alia* name, title, company, function within the company, business contact details (phone- and fax-number, email-address, mail address), history of orders, history of issues (e.g. warranty claims or disputes). Within the limitation of the above described purpose, Contractor can collect, process and use the above described data (i) by itself and/or through the use of affiliates or other external subcontractors and (ii) from countries within and/or outside the European Union or European Economic Area. Purchaser will ensure (e.g., if necessary, through consent declaration of the data subjects or other appropriate means available under the law) that Contractor can use the above described data for the above described purposes.

13. Cancellation

In case the Purchaser cancels or postpones a confirmed service order, the Purchaser shall reimburse all direct costs such as – but not limited to - cancellation fees for air or other transportation tickets, air freight charges and visa fees incurred by the Contractor in connection with such cancellation or postponement. If the Purchaser cancels or postpones a confirmed service order, less than seven calendar days before the scheduled departure date of the Contractor's service personnel, the Contractor reserves the right to charge a fee of up to three times the daily fee for each technician allocated for the assignment. NOTE: "Confirmed service order" means the Purchaser's written acceptance (e-mail, fax, letter, P/O, etc.) of the services offered.

14. Termination

Any breach by the Purchaser of these Terms or the Contract, including those referring to payment for the maintenance services contracted, and breach of technical, administrative and health and safety requirements imposed by regulations from time to time on refrigeration installations, shall entitle the Contractor to terminate this Contract, with the possibility of claiming damages for the breach and the right to demand immediate payment of services provided up to that time. Any intervention concerning the installation not carried out by the Contractor and / or with its knowledge and authorisation shall also entitle the Contractor to terminate this Contract and to claim damages.

15. Personal injury to Contractor's technician

The Contractor shall remain responsible for all costs resulting from personal injury to the Contractor's technician and will indemnify the Purchaser in respect of such costs, except when such injury is due to fault or negligence on the part of the Purchaser, its servants or agents.

16. Replacement

The Contractor shall at all times have the right to replace a Contractor technician by another technician equally suited for the performance of the Scope of Supply.

17. **Sub-Contracting**

The Contractor may sub-contract any of its obligations under the Contract.

18. Duration (applicable to Site Services being performed under an Annual Service Agreement only)

Unless otherwise stated in the Contractor's Offer or any service agreement related thereto, this Contract shall have a duration of 1 year from the time of its being signed and its annual cost shall be reviewed and agreed between the Purchaser and Contractor upon the expiry of such duration. Site Services beyond such 1-year period shall not continue unless such an agreement is in place.

19. Miscellaneous:

- 19.1 If any provision of the Contract is determined to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions and the parties will substitute the invalid or unenforceable provision by a valid provision that achieves as closely as possible the same economic effect.
- 19.2 Any Clause or paragraph headings or other headings appearing in the Terms are for reference only and shall not affect the construction of those Clauses or paragraphs. Words importing the singular shall include the plural and vice versa where the context requires. The Contract shall not be construed or interpreted against or to the disadvantage of either Purchaser or Contractor whether on the grounds that the Contract represents Purchaser's or Contractor's standard or customary terms and conditions of business and /or that the Contract and or any particular recital, article, clause and or annex or appendix thereof may have originated from Purchaser or Contractor or other similar grounds.
- 19.3 The Contract sets forth the entire agreement between Contractor and Purchaser with respect to the subject matter thereof and supersedes any previous agreement or arrangement between the parties. Except to the extent expressly and specifically set forth in the Contract, all oral representations, warranties, undertakings and other statements of any kind and all documents given or exchanged on or prior to the date of Contract (including any brochures or sales material of Contractor) are expressly excluded and disclaimed by Contractor. Purchaser acknowledges that it has not relied on and is not relying on any such representations, warranties, undertakings, statements, or documents when entering into the Contract.
- 19.4 The Contract may not be assigned in any manner by either party without the other party's prior written consent, but this shall not require Contractor to obtain any consent, or otherwise limit its entitlement, to subcontract any part or parts of its obligations under the Contract as it may see fit.
- 19.5 The Contractor shall be entitled to payment of any reasonable and properly substantiated additional costs it incurs and to a reasonable extension of time as the case may be for (1) border delays affecting the importation of goods into the United Kingdom from the European Union and to payment of any unexpected new costs arising from the United Kingdom's trading relationship with the European Union following 31 December 2020, and/or (2) in relation to present and future outbreaks of COVID-19 and mutations and variants thereof ("COVID-19") any mandatory shutdown or other disruption of the Contractor's manufacturing facility or Purchaser's Site by (a) the UK government or competent devolved administrations of the UK, (b) any preventative action taken independently by the Contractor or Purchaser to reduce or minimize the impact of COVID-19 on its personnel and/or business operations, so as to render it impossible or more difficult for the Contractor to carry out the manufacture of the Goods; transport and deliver the Goods to the Purchaser's Site, (c) install and commission the Goods at the Purchaser's Site or (d) carry out performance tests at the Purchaser's site, or otherwise perform its obligations under the Contract..
- 19.6 Purchaser shall not directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any service technician or other employee of the Contractor, performing any kind of services or being otherwise in contact with Purchaser in connection with the Contract, during the contract execution and for a period of 12 months thereafter, to terminate their employment relationship with the Contractor.
- 19.7 The Contractor will assume that the Purchaser is an end user or intermediary supplier for the purposes of "Section 55A, VAT Act 1994 Reverse Charge VAT for Building and Construction Services" unless the Purchaser expressly advises to the contrary in writing to the Contractor.
- 19.8 The Contractor reserves the right to adjust the Contract Price for any escalation in the cost of materials (including without limitation the cost of stainless steel, nickel and other metals) that occurs in the time period after the date of Contractor's Offer and up to the date the Contractor or any affiliate of the Contractor being part of GEA Group, as the case may be, orders the materials for manufacture or assembly of the Scope of Supply ("Contract Price Adjustment"). Any Contract Price Adjustment shall be based solely on the escalation (if any) of the Contractor's direct costs."

20. TUPE Regulations

- 20.1 In the event that the Transfer of Undertakings (Protection of Employment) Regulations are applied to the Site Services either being performed by the Contractor and/or upon completion of such performance, the Purchaser hereby acknowledges and agrees that the Contractor has made no allowances, financial or otherwise for employing any personnel additional to its current workforce, or for transferring any of its existing personnel to the employment of the Purchaser or any other party. Any of the Contractor's

costs associated with the application of the Transfer of Undertakings (Protection of Employment) Regulations shall be borne by the Purchaser.

21. Disputes/Applicable law:

- 21.1 These Terms and the Contract, including any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the Laws of England and Wales, to the exclusion of its provisions on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 21.2 Any dispute arising out of or in connection with these terms and the Contract, including any question regarding its existence, validity or termination, shall exclusively be referred to and finally resolved by arbitration in accordance with the Rules of the London Court of International Arbitration ("LCIA") (the "Rules") as in force on the date the Dispute is first referred to arbitration under this provision, which Rules shall be deemed incorporated into this provision, by one or more arbitrators appointed in accordance with the Rules. The seat and venue of arbitration shall be London, England and the language of arbitration shall be English.

ANNEX A

SPECIAL EXPORT CONTROL REGULATIONS

Export control requirements applicable for recipients ("Purchaser") of any goods and/or services (including software, if any) provided by or received directly or indirectly from any company, legal entity or permanent establishment ("Contractor") belonging to or being directly or indirectly controlled by GEA Group AG registered in Düsseldorf, Germany ("GEA"):

Contractor's ultimate parent company, GEA, is seated in Germany and therefore all group companies of GEA shall, to the widest extent permitted by the applicable laws, adhere to all Export Control Regulations in force in Germany including without limitation all Export Control Regulations enacted by the European Union including but not limited to Council Regulation (EU) Nos 833/2014 and 765/2006. It is therefore agreed that Purchaser shall, but only with respect to the Scope of Supply/Work to be provided by Contractor and only to the extent permitted by the applicable law, comply with the Export Control Regulations in force in Germany regardless whether they are deemed applicable to Purchaser under international law.

Therefore, the following provisions shall be accepted by Purchaser and shall supersede and be substituted for all conflicting provisions agreed elsewhere:

1. If Purchaser acquires from Contractor goods or technologies listed in Annexes XI, XX, XXXV or XL of Council Regulation (EU) No 833/2014, or any other Annexes that are or may become applicable to the Export Control Regulations specified above, Purchaser shall not sell, export or re-export, directly or indirectly, such goods to the Russian Federation or for use in the Russian Federation and if Purchaser acquires from Contractor goods or technologies listed in Annexes XVI, XVII, XVIII or XXX of Council Regulation (EU) No 765/2006 or any other Annexes that are or may become applicable to the Export Control Regulations specified above, Purchaser shall not sell, export or re-export, directly or indirectly, such goods to Belarus or for use in Belarus;
2. Purchaser shall undertake its best efforts to ensure that the purpose of item 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers;
3. Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purposes of item 1;
4. Any violation of items 1, 2 or 3 shall constitute a material breach of an essential element of the Contract, and Contractor shall be entitled to seek appropriate remedies, including, but not limited to termination of the Contract; and
5. Purchaser shall immediately inform Contractor about any problems in applying items 1, 2 or 3 including any relevant activities by third parties that could frustrate the purpose of item 1. Purchaser shall make available to Contractor information concerning compliance with the obligations under items 1, 2 and 3 within two weeks of the simple request of such information.

Any breach of the foregoing obligations shall constitute an Export Control Event.