GEA China
Standard Terms of Sale
for Machines and Plants

July 2026

Engineering for a better world.

Definitions

Term	Meaning
Acceptance Certificate	an acceptance certificate that is issued when the Scope of Supply (or section thereof, if applicable) is deemed to have passed the Acceptance Tests according to these Terms.
Acceptance Tests	acceptance tests (if any) for the Scope of Supply, as stipulated in the Contract.
Base Date	the date of the Contractor's Offer.
Change Order	a written document duly signed by a representative of Purchaser and Contractor implementing a Change Request.
Change Request	a request for a change in Contractor's Scope of Supply, including Contractor's means or methods of executing the Scope of Supply.
Changed Law	changes in or enactments of directives, laws, rules, regulations, codes or standards or new or different interpretations thereof.
Confidential Information	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, regardless of whether marked "confidential".
Connected Product	devices that collect Technical Data and transmit or are intended to transmit such data to Contractor's cloud and/or IT systems or other similar solutions.
Contract	the agreement between Purchaser and Contractor for the supply by Contractor of the Scope of Supply.
Contract Price Adjustment	has the meaning set out in Clause 2.6.
Contractor	the respective GEA company or permanent establishment of GEA with registered office in Germany issuing 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, including any Site Services (if and to the extent explicitly included).
Contract Price	the contract price set out in the Contractor's Offer or, in case of a 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.
CRA	Regulation (EU) 2024/2847 (Cyber Resilience Act).
Data Act	Regulation (EU) 2023/2854
day	a calendar day.
Defect	a defect, including omission, at the time of delivery in the workmanship or materials of the Goods or a failure to prepare documentation or provide Site Services according to commercially reasonable skill and care.
Derived Data	data and information derived from Technical Data through analysis, sensor fusion, aggregation (provided such aggregated data does not allow for identification of the collected Technical Data), algorithms or any other form of further processing. For the avoidance of doubt: Technical Data does not include Derived Data.
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 B.
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, strikes, fires, delays in transport or customs clearance, earthquakes, floods, hurricanes, typhoons, storms, interruption, failure or reduction of utility services including but not limited to electricity, gas, water or telephone service, other acts of God or government or any other circumstances beyond the control of a party.
GEA Group Companies	Contractor and its affiliated companies.
GHG Protocol	the Corporate Value Chain (Scope 3) Accounting and Reporting Standard.
Goods	the plant, equipment, parts and materials to be delivered by or on behalf of the Contractor, as expressly listed in the Contractor's Offer or, in case of binding contract, the Contract.
including	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 Base Date. 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.
month	a calendar month
OS-Software	open source software contained in the Software.
Process Warranties	the warranties given by the Contractor in the Contract that the Goods will meet certain requirements in respect of process, performance or functionality provided that each such warranty is expressly set out and labelled "Process Warranty" in the Contractor's Offer or, in case of binding contract, the Contract.
Products with Digital Elements	software, hardware, or remote data processing solutions, as defined in Art. 3(1) CRA, to the extent forming part of the Scope of Supply.
Purchaser	Contractor's customer in connection with the Contract with its registered seat outside Germany.
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 Quotation as being the responsibility of Purchaser (including third parties for whom Purchaser is responsible).
Related Service	a digital service (including software or a cloud-based solution) that enables GEA Group Companies or authorised third parties to obtain, generate or collect Technical Data and that enables or enhances the functionality of Connected Products.
Schedule	the time schedule for the Scope of Supply as set out in the Contractor Offer or, in case of binding contract, in the Contract, as such schedule may

Term	Meaning
	be modified according to Clause 6.6 of these Terms.
Scope of Supply	the Goods, 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.
Severe Incident	an incident that negatively affects (or could affect) the protection of sensitive data or functions (availability, authenticity, integrity, confidentiality); or has led (or could lead) to malicious code introduction or execution in the Product with Digital Elements or Purchaser's network or information systems.
Site	the place at which the Scope of Supply is to be performed.
Site Services	the services provided by the Contractor at the Site, including to the extent applicable erection, commissioning and acceptance testing of the Goods or the supervision thereof, as expressly listed as the Contractor's responsibility in Contractor's Offer or, in case of binding contract, the Contract.
Software	software, programming, control systems or automation of any kind included in Contractor's Scope of Supply, including all enhancements, upgrades and related documentation that Contractor may make available in its sole discretion.
Support Period	the period specified in the Contract for the provision of security updates and vulnerability management for Products with Digital Elements or, if not specified, a period of 5 years from delivery of the relevant Products with Digital Elements.
Technical Data	raw data from Connected Products or Related Services, including relevant metadata that make the raw data usable.
Testing Protocol	has the meaning set forth in paragraph 2 of Annex A.
Terms	these Standard Terms for Export of Machines and Plants, including Annex A (where applicable).
Warranty Conditions	has the meaning set out in Clause 8.1.5.
Warranty Period	unless stated otherwise in Contractor's Offer or, as the case may be, in the Contract a fixed and non-extendable period of twelve (12) months from date of initial operation of the Goods or eighteen (18) months from readiness of delivery of the relevant Goods or service, whichever is the shorter.

General Provisions

These Terms shall apply to and form an integral part of any Seller'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 Seller 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, 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 Seller's Offer), except only where (i) the Seller has by way of its Seller'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 Seller's Offer or, as the case may be, in the Contract.

1. Scope of Supply:

1.1 Seller's works shall be limited to the Scope of Supply. The Purchaser shall be responsible for the Purchaser Scope.

1.2 Where the Scope of Supply is required to interface with other equipment of Purchaser or the Purchaser's other Sellers, Purchaser shall be responsible for such interface, including its dimensions and compatibility.

2. Change Orders / Contract Execution / Documents:

2.1 Purchaser may propose Change Requests. In case of a Change Request, Seller will notify Purchaser of how the proposed Change Request can be carried out and which modifications to the Contract (including Contract Price, schedules, etc.) are required. If Purchaser wishes to proceed with a proposed Change Request, the Parties will agree to a Change Order. Seller shall have no obligation to carry out any Change Request until a written Change Order has been signed by both parties; however, if Purchaser requests that Seller proceeds with the Change Request (without a written Change Order) and Seller, in its sole and absolute discretion, does so, Seller shall be entitled to reimbursement of its resulting Costs and to an extension of time for any resulting delay. Seller may request Change Requests to be executed at its expense; such Change Requests will be granted by Purchaser absent material reasons.

2.2 Pre-delivery inspections and tests, if any, shall be stipulated in and limited to those set out in the Contract. Any pre-delivery inspections and/or tests not provided for in the Contract shall be subject to the change order procedure in Clause 2.1. If not stated otherwise, such pre-delivery inspections and tests shall be performed in accordance with Seller's standard inspection procedures.

2.3 Where Seller issues documents for approval, these must be approved (with comments, if any) and returned to Seller without undue delay but in any event no later than seven (7) days after their respective submittal; otherwise such documents will be deemed approved. Purchaser may refrain from giving its approval only if and to the extent it can show that the document in question is contrary to the requirements of the Contract.

2.4 The Seller reserves the right to substitute items of the Scope of Supply provided that any such substitution shall be with an item of equal or better standard. Seller may execute the Contract pursuant to its own plans, procedures, and working methods, except to the extent they conflict with any express provision of the Contract.

2.5 Purchaser shall ensure that each delivery and other activity of the Purchaser Scope is commenced, performed and completed in a timely and sufficient manner so the Seller is able to commence, perform and complete its Scope of Supply (including Site Services) in accordance with the Schedule and without delay, disruption, hindrance or obstruction of any kind.

2.6 Seller reserves the right to adjust the Contract Price for any escalation in the cost of materials or any surcharge due to tax, tariff, duty or other price change in material supply that occur after formation of the Contract, but prior to completion of the Scope of Supply (a "Contract Price Adjustment"). Any Contract Price Adjustment shall be based solely on an escalation of Seller's direct cost for material purchased to produce the Scope of Supply, equipment supplied by a subsupplier, delivery of the Scope of Supply, or otherwise to perform the Contract.

3. Site Services:

3.1 If Site Services are included in the Scope of Supply, Purchaser shall ensure that Seller has safe and appropriate access to the Site at all times required by Seller. Where the Contract provides for Acceptance Tests, Annex A shall apply.

3.2 In case the Scope of Supply is to be installed by Seller or under its supervision within any building or other civil works not provided by the Seller, the civil works (including the ceilings, walls, floors and related penetrations) shall be ready by such time and in such condition as may be required by the Contract and/or the Seller in writing. Any failure by Purchaser to perform this obligation will entitle Seller to suspend its Site Services upon written notification thereof, stating which civil works are delaying, disrupting, hindering or obstructing Purchaser's works.

3.3 For the purpose of the Seller carrying out the Site Services, the Purchaser shall be responsible for providing all of the following:
(a) civil works;
(b) feed and other raw materials for making product; consumables and utilities, each in strict conformity with all requirements of the Contract and the Seller;
(c) communications connections;
(d) trained and qualified labourers, operators and other personnel required by Seller;
(e) safe and reliable equipment to assist in the transport of the Goods at the Site, including cranes and other lifting and transport equipment (to be operated and maintained by the Purchaser's personnel);
(f) a secure lock-up dry room for keeping tools and small machine parts;

(g) security;
(h) sufficient lighting;
(i) heating or cooling of the buildings at the Site to ensure reasonable climate and required ambient conditions for performing Site Services;
(j) office space and facilities and welfare, messing, changing and washing facilities;
(k) any drawings or information which the Seller may require for the purposes of carrying out the Site Services;
(l) special tools required for commissioning of the Goods; and/or
(m) analyses of feed, utilities and product according to the Seller's requirements.

3.4 Under no circumstances will Seller be responsible for the acts and/or omissions of any other Seller or person provided or made available by Purchaser or for works or any 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 Sellers to strictly comply with the instructions and requirements of Seller. Purchaser shall indemnify, defend and hold Seller 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 Sellers, save in each case to the extent directly caused by the negligence of Seller.

3.5 In the event Seller through no fault of its own is unable to obtain, either at all or within the time required for keeping the Schedule, any required visa or work permit for the personnel to travel to the Site or to carry out the Site Services, the provisions of Clause 6.6 shall apply.

4. Payment:

4.1 Unless otherwise expressly stated in the Seller's Offer or Contract, payment of the Contract Price by the Purchaser shall be

30% of the Contract Price should be paid within one week after contract signing.

70% of the Contract Price should be paid with one week after notice of delivery.

4.2 All payments are to be made by electronic transfer, net cash without any deduction, in RMB unless a different currency is stated in the Seller's Offer and within fourteen (14) days of the date of Seller's applicable invoice.

4.3 Payment shall not be deemed effected until irrevocably available funds have been received in full by Seller in its nominated bank account.

4.4 Purchaser shall notify Seller in writing of any objection to the validity of any invoice within five (5) days of receipt, absent which the invoice shall be deemed valid and payable.

4.5 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.

4.6 The Seller shall have no obligation to commence any Scope of Supply until the first instalment of the Contract Price has been received by the Seller according to Clause 4.3.

4.7 If any payment is not received by the applicable date for payment, Seller shall be entitled to interest thereon at one (1) % per month and pro rata for any part thereof, without formal demand being made. In addition and upon seven (7) days' written notice to that effect, Seller may suspend all or part of its performance under the Contract until the payment and any due interest is received in full.

4.8 In the event of any delay in the commencement of the Scope of Supply for reasons attributable in whole or in part to Purchaser and/or any suspension by Seller pursuant to Clause 4.7 or other provision of these Terms, Clause 6.6 shall apply. If any payment has still not been received in full by Seller twenty-one (21) days after the applicable due date, then, irrespective of whether or not Seller has commenced any portion of the Scope of Supply and/or suspended its works, Seller shall be entitled by written notice with immediate effect to terminate the Contract pursuant to Clause 10.3.

4.9 Where the achievement by the Seller of a certain milestone or activity that is necessary for the Seller to become entitled to all or a portion of the Contract Price is delayed by the Purchaser or third persons for whom the Purchaser is responsible, then without prejudice to any other right or remedy which the Seller may have, the Seller shall for payment entitlement purposes be deemed to have achieved the milestone or activity by latest fourteen (14) days after the date on which it would have been achieved had there been no delay.

4.10 The due date for payment of sums payable to the Seller under the Contract other than the Contract Price shall be fourteen (14) days after receipt by the Purchaser of the applicable Seller's invoice and the foregoing provisions of this Clause 4 shall equally apply to such sums.

5. Taxes:

5.1 The Contract Price and any other amounts to be paid to Seller are exclusive of, and Purchaser shall be responsible for, all duties, taxes (including value added, sales, use, business, excise or withholding taxes), assessments or charges of any kind, except to the extent any taxes or other charges that are assessed on the profits of Seller or which under the applicable Incoterm relating to delivery of the Scope of Supply are payable by the Seller.

5.2 If any duties, taxes, assessments or charges are imposed on Seller 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 Seller all such amounts.

5.3 Where the Purchaser is obliged by applicable law to make a deduction from any payment due to the Seller 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 Seller is without any such deduction.

6. Delivery / Risk of Loss / Delays:

6.1 Seller shall deliver the Goods 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 Seller. If no manufacturer plant is specified, then delivery shall be Ex Works Seller's premises. In case the respective stipulated Incoterm obliges Seller to perform any import formalities for the import into the country of delivery, Purchaser at its cost is obliged to support Seller in any way reasonably required by Seller. Any delay (other than a delay by Seller) in completion of import formalities shall be an event entitling the Seller to an extension of time and compensation of Costs according to Clause 6.6.

6.2 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 Seller's Offer. The inclusion of any Site Services within the Seller's Scope of Supply shall not alter this transfer of risk of loss and damage and shall not create any assumption by Seller of any form of care, custody and control over any Purchaser Scope and/or the Site.

6.3 Statements of packing, measurements and gross weight are an approximate guide and not binding on Seller.

6.4 Seller may deliver the Scope of Supply from multiple locations, including different countries and may use different types of transport. Partial deliveries and trans-shipments are allowed.

6.5 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 seven (7) days) inform Seller in writing of any Defect under Clause 8.1.1. Seller will thereupon remedy any such omission or Defect. If Purchaser fails to accept any Scope of Supply when tendered at the point of delivery, Seller may deliver the same to a bonded warehouse, at Purchaser's cost and risk, including insurance and storage costs, and shall be deemed to have fulfilled its delivery obligations under the Contract and be entitled to payment of any amounts contingent upon delivery. Except where an Acceptance Test is stipulated and governed by Clause 8.1 or 8.2 and where Purchaser has given written notice pursuant to the first sentence of this Clause 6.5, the Goods and documents included in the Scope of Supply shall be deemed accepted for all purposes at their respective delivery and Site Services shall be deemed accepted for all purposes at their respective completion, provided such acceptance shall not be with prejudice to Purchaser's warranty entitlements under Clause 8.1 or Clause 8.2.

6.6 In case of (i) any variation pursuant to Clause 2.1; (ii) any suspension; (iii) exceptionally adverse climatic conditions; (iv) unforeseeable shortages in the availability of personnel or goods attributable in whole or in part to Force Majeure; (v) 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 (vi) 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.

6.7 If Seller is more than two (2) weeks late in delivering the Goods according to the applicable Incoterms for reasons attributable to the fault of Seller (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 zero point one (0.1) % of the portion of the Contract Price attributable to the value of the delayed portion of the Goods for each full week of delay up to an overall aggregate maximum delay liquidated damages of two point five (2.5) % of the Contract Price. Such liquidated damages shall not be due where Seller has failed to deliver only minor portions of the Goods that do not delay completion 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 Seller arising from or in connection with any delay of the Seller in connection with its Scope of Supply. 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.

6.8 Each party shall be released from the performance of its obligations under the Contract 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 fourteen (14) days of becoming aware of its occurrence. In case such Force Majeure delays should exceed three (3) months in the aggregate, each party shall be entitled, to terminate the Contract by notice with immediate effect. In case of such termination, Seller shall be entitled to all payments then due but unpaid on the date of termination and to all costs and expenses incurred in respect of the following (i) performing the Contract to date; (ii) ceasing its obligations under the Contract; (iii) in contemplation of carrying out all of its obligations under the Contract; (iv) demobilization; and (v) cancelling any related subcontract (including reasonable cancellation fees), and in each case to the extent not covered by the Contract Price as paid to Seller on the date of termination. Save for the obligations under Clause 9, neither party shall have upon termination of the Contract any other or further liability or obligation to the other party under or arising out of the Contract to the maximum extent permitted by applicable law.

7. Ownership:

7.1 Title in the Scope of Supply will transfer to Purchaser when Seller has received payment of the Contract Price in full. This retention of title until payment in full shall not affect the passing of risk of loss or damage in the Scope of Supply pursuant to Clause 6.2. Until payment of the Contract Price is received in full, the Scope of Supply shall not be sold, pledged or otherwise encumbered or (unless otherwise specified in the payment terms) used for commercial production without Seller's prior written consent.

8. Warranties:

8.1 Warranties regarding Goods, Documentation and Site Services:

8.1.1 Subject to the provisions of this Clause 8.1 and Clause 8.3, the Seller warrants that the Scope of Supply shall be free of Defects. This warranty shall expire on the last day of the Warranty Period.

8.1.2 Seller shall be responsible for remedying any Defect under Clause 8.1.1 provided that Purchaser promptly gives detailed written notice to Seller of the Defect and in any event within seven (7) days of discovery and before the end of the Warranty Period.

8.1.3 To the maximum extent permitted by applicable law, the Seller shall have no liability for any form of Defect under Clause 8.1.1, latent or otherwise, for which it received written notification after the Warranty Period. For the avoidance of doubt, the warranty period of any Scope of Supply that has been rectified by the Seller during the Warranty Period shall expire at the expiry of the Warranty Period.

8.1.4 Where Contractor is responsible for a Defect under Clause 8.1.1, 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 8.1.1 relating to Goods 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 Goods that is defective. Rectification of a Defect under Clause 8.1.1 relating to services (including 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 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). Contractor at its sole discretion shall be entitled to conduct at least three (3) attempts of remedial actions. 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. Where Contractor fails to carry out its obligations within a reasonable time, Purchaser shall be entitled, upon giving not less than seven (7) days' prior written notice to that effect, to have the Defect in question rectified by a third party at the cost of Contractor, to the extent Contractor would have been responsible for such cost under Clause 8.1, Purchaser has reasonably mitigated its costs and Contractor has not commenced rectification within the noticed period and diligently pursued rectification thereafter. The Contractor shall have no responsibility for any such works performed by a third party. Any replacement parts shall be delivered according to the same delivery (Incoterms) terms 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. Purchaser's obligation to reimburse such costs shall not apply to the extent that the disabling of remote access was absolutely necessary due to a verifiably acute, directly endangering IT security incident (in particular an active cyberattack) or an written official order by a public authority and Purchaser immediately informed Contractor of the disabling and its reasons and restored remote access without undue delay after the impediment has ceased.

8.1.5 Contractor's responsibility for any Defect under Clause 8.1.1 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 storage, handling, use, operation or maintenance of any Goods 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 and 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 Acceptance Tests, supervision of installation and/or installation; and/or (j) other conditions or circumstances not due to the fault of Contractor.

8.1.6 If the Contract provides for Acceptance Tests for purposes other than those stipulated in Clause 8.2, such tests shall be performed to verify whether the Goods is free of material Defects under the warranty stated in Clause 8.1.1. In such case, these Acceptance Tests will be subject to the provisions of paragraphs 1, 2 and 4 of Annex A. Seller's obligations in respect of these Acceptance Tests will be discharged in full and Purchaser shall be deemed for all purposes to have accepted the Scope of Supply upon the earliest of: (i) Purchaser takes the Goods into use; (ii) the Acceptance Tests have not been held or passed for reasons attributable in whole or in part to Purchaser within one (1) month from completion of commissioning, three (3) months from completion of installation or four (4) months from readiness of delivery of the main Goods, whichever is earliest; or (iii) a material Defect is identified during the tests and Seller has rectified the Defect according to the provisions of Clause 8.1.4.

8.2 Process Warranties:

8.2.1 Subject to the provisions of this Clause 8.2, Clause 8.3 and Annex A, the Seller warrants that the Goods will meet the Process Warranties (if any). This warranty expires when the Process Warranties are discharged according to paragraph 3 of Annex A.

8.2.2 Technical figures, data and other descriptions of any kind concerning or relating to the process, performance or functionality of the Scope of Supply, including its individual parts, which are not expressly and specifically labelled "Process Warranty" shall not constitute a Process Warranty as that term is used in these Terms. Such figures, data and descriptions shall be indicative only and non-binding.

8.2.3 All Process Warranties, if any, are subject to: i) a steady and constant stream of feed, materials and utilities in strict conformity with the specifications stated in the Contract; ii) the furnishing by Purchaser of trained, qualified and sufficient personnel as required by Seller during the Acceptance Tests; iii) that Seller is given access to all operating and maintenance records and data and Purchaser undertakes all analyses of product, utilities and feed as required by Seller in writing; iv) that Seller performs or technically directs the performance of the Acceptance Tests; v) any Warranty Conditions to the extent not stated in the foregoing; and vi) the conditions and other provisions of Annex A.

8.3 Disclaimer and Limitations:

To the fullest extent permitted by applicable law, (i) Seller hereby excludes and disclaims all conditions, warranties, guarantees and representations that are not expressly set out in Clauses 8.1 and 8.2 above or Clause 9.6 below 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 8.1.4 above and in paragraph 5 of Annex A 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 8.1 or any failure to achieve any Process Warranty covered by Clause 8.2; and (iii) Seller shall not be liable for any loss or damage, including any loss or damages described in Clause 10.5 below, caused by or resulting from any breach of warranty or any defect, including any Defect covered by Clause 8.1 or any failure to achieve any Process Warranty covered by Clause 8.2.

9. Confidentiality and IP; Software; Technical Data and Smart Equipment:

9.1 Purchaser shall treat all Confidential Information as private and confidential. The following information is excluded, however, and not considered Confidential Information (without prejudice to any existing copyright protection): the sale of the Goods from Contractor to Purchaser and (except as may be otherwise separately agreed in writing) any offer of Contractor (however excluding price and other commercial provisions), the Goods and/or processes supplied by Contractor, operating manuals, training documents(s) and product brochures and delivery and/or acceptance certificates. Purchaser shall not publish or disclose Confidential Information or any particulars thereof (except as may be necessary for the purposes of the Contract, including disclosure to its and its affiliates' officers, directors and employees, and/or as required by the rules of a public stock exchange or by applicable law), without the previous written consent of Contractor. Nothing in this Clause 9 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. Further, nothing herein shall limit Purchaser to sell the Goods together with any documentation related to the Goods (other than Confidential Information) to third parties.

9.2 Any disclosure of Confidential Information for the purposes of the Contract shall be made against an undertaking of non-use and confidentiality from Purchaser on terms at least as stringent as set out in this Clause 9. In respect of any disclosure required by a stock exchange or by applicable law, Purchaser shall disclose only that portion of the Confidential Information it is legally required to disclose and exercise all reasonable efforts to obtain confidential treatment for such Confidential Information.

9.3 The intellectual property rights in any Goods, document, Confidential Information 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 Seller (or its subsellers). Purchaser shall not reverse engineer, disassemble or otherwise attempt to analyze or reconstruct the design, structure or functionality of any Goods or components supplied under the Contract, except as expressly permitted by applicable mandatory law.

9.4 Subject to payment in full by Purchaser of the Contract Price, Purchaser shall have a non-exclusive, non-transferable and royalty free license to use the intellectual property rights in the Scope of Supply and any Confidential Information provided by Seller for the sole purpose of operating and maintaining the Goods provided under the Contract and strictly for the application and use set out in the Contract, subject at all times to subsisting third party rights and the obligation of confidentiality and the Seller's receipt of payment in full of the Contract Price. The Purchaser may transfer the intellectual property rights in the Scope of Supply only together with the title in the Scope of Supply.

9.5 Seller shall not be liable to Purchaser for the infringement of any intellectual property rights unless Seller's design of the Goods is found by final court decision against Seller to infringe an apparatus patent claim of a third party, provided that Seller shall have no such obligation if the claim is based on or relates to: (i) the interconnection, combination or use of the Goods with equipment, services, systems or software not supplied by Seller; (ii) specifications, including designs and instructions, prepared by the Purchaser or third parties on its behalf; (iii) modification of the Scope of Supply without Seller's prior written consent; (iv) any process, method, product or by product process patent claim; (v) the use of the Scope of Supply as part of a Purchaser process, including any product thereby produced or processed; (vi) any patent issued outside the country where Seller has its registered offices; or (vii) any patents owned or acquired by Purchaser or by any holding company and subsidiary of Purchaser. In case an exception applies, Purchaser shall be fully responsible for such claim and pay any costs incurred by Seller.

9.6 Insofar as Software is included in Contractor's Scope of Supply, Contractor grants Purchaser upon receipt of the full Contract Price a non-exclusive, non-transferable license to use the Software solely for operating the Goods for the purposes and within the requirements stated in Contractor's Offer.

9.7 Contractor warrants for a period of one year after the date the Software is shipped or otherwise first made available to Purchaser 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. If Purchaser discovers a nonconformity and provides Contractor promptly with a detailed written notice within the warranty period, Contractor will use commercially reasonable efforts to correct the nonconformity by, at its option, providing a suitable fix, patch or workaround, or making available corrected or replacement Software. Contractor will have no obligation under this warranty in case of improper installation or any modification not authorized in writing by Contractor, nor for nonconformities arising from Purchaser-supplied software or interfacing. Contractor has no obligation to provide any maintenance, enhancements, or upgrades unless required for defect rectification. Contractor does not warrant that the Software meets Purchaser's or any third parties' specific data protection, cybersecurity, IT security, operational resilience or regulatory requirements, except to the extent such requirements are expressly agreed in Contractor's Offer or are mandatory requirements applicable to Contractor under the CRA. Purchaser remains solely responsible for assessing whether the Software is suitable for Purchaser's IT environment, security architecture and regulatory obligations.

9.8 As between the Parties, Contractor retains all intellectual property rights in the Software. The Software may not be sold or otherwise transferred to any third party without Contractor's prior written consent, except that the Software (and the license granted

herein) may be transferred to persons who have acquired the Goods. Purchaser shall not reverse engineer, modify or decompile the Software. To the extent the Software contains OS-Software, Contractor makes the OS-Software available on the basis of the applicable OS-Software license terms, which will govern Purchaser's use exclusively. To the extent permitted by law, Purchaser's rights and remedies in respect of the Software are stated exclusively in this Clause.

9.9 Contractor annually publicly discloses its audited greenhouse gas emissions according to the 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.

9.10 Data Act:

To the extent the Data Act applies to this Contract, the following shall apply:

9.10.1 Where Contractor provides a Connected Product or a Related Service, GEA Group Companies shall have a perpetual, worldwide, non-exclusive, transferable, sub-licensable and royalty-free right to use the Technical Data transmitted to the GEA Cloud for the following purposes: (a) fulfilment of contractual obligations and warranties; (b) troubleshooting, monitoring and improvement of the Scope of Supply and related equipment; (c) provision of product support and updates; (d) development and optimisation of equipment, Software and services; (e) creation of algorithms, AI solutions and statistical analyses; (f) support of marketing and sales; and (g) generation and commercial use of Derived Data, including making such data available to third parties.

9.10.2 GEA Group Companies retain exclusive rights in all Derived Data. Purchaser may use Derived Data received via Connected Products or Related Services solely for operating and maintaining the Scope of Supply and auxiliary equipment. Any further use requires Contractor's prior written consent.

9.10.3 Purchaser shall: (i) transmit Technical Data to the GEA Cloud to the extent required or appropriate for Contractor to discharge its warranty, service and other obligations; (ii) upon request enable secure access to the Scope of Supply and its Technical Data for Contractor to provide, at its discretion, updates to installed automation, software and control systems; (iii) permit or establish the connection of the Scope of Supply with Contractor's cloud or IT systems; and (iv) ensure that the internet connection by remote access and at the Site meets such requirements (e.g. configuration, security etc.) as may be specified by Contractor from time to time or as recommended or required by applicable regulations or standards.

9.10.4 Nothing in these clauses obligates Contractor to provide digital solutions, but Contractor may separately offer digital solutions during and after the Warranty Period. This clause does not result in Contractor assuming any warranty or similar obligation in respect of Technical Data or Derived Data. Contractor may delete Technical Data at its discretion in accordance with applicable laws.

9.10.5 Unless and to the extent required by applicable law, Contractor and/or its affiliated companies are not obliged to provide access to Technical Data where such data would: (x) disclose trade secrets; (y) compromise security; or (z) result in the disclosure of data relating to the testing of new products, substances or processes not yet placed on the market.

9.11 CRA:

To the extent the CRA applies to this Contract, the following shall apply:

9.11.1 Contractor shall comply with applicable requirements of the CRA for Products with Digital Elements. Capitalised terms are either defined in these Terms or the CRA. The Support Period applies notwithstanding Clause 10.7 of these Terms.

9.11.2 For Products with Digital Elements developed, manufactured, or marketed under Contractor's name or trademark, Contractor shall: (a) design and develop products in accordance with essential cybersecurity requirements (Part I, Annex I CRA), except secure-by-default configuration for tailor-made products; (b) handle vulnerabilities effectively during the Support Period in accordance with Part II, Annex I CRA, including security updates – additional charges may apply for tailor-made products; (c) provide information and instructions per Annex II CRA, available for 10 years or the Support Period (whichever is longer); (d) comply with importer obligations (Art. 19 CRA) for first-time Union market products bearing non-Union trademarks; (e) comply with distributor obligations (Art. 20 CRA) for products bearing third-party trademarks where properties remain unaffected. Contractor does not warrant that the Products with Digital Elements meet Purchaser's data protection or IT security requirements exceeding the cybersecurity requirements set out in Annex I CRA.

9.11.3 Purchaser shall notify Contractor of actively exploited vulnerabilities or Severe Incidents within 24 hours of awareness. Such notifications must be sent to security@gea.com. Upon Contractor's written request, Purchaser shall provide: (i) vulnerability/incident description with severity and impact, (ii) malicious actor or threat type information, (iii) applied and ongoing mitigation measures.

10. Remedies and Limitations of Liability:

10.1 Reasons for Termination:

10.1.1 A party may terminate the Contract by giving written notice thereof to the other party if: (i) a provision of these Terms gives the party an express entitlement to terminate the Contract, (ii) the other party fails to perform any material obligation under the Contract and has not commenced a cure of the failure within thirty (30) days of receipt of written notice of such failure from the non-defaulting party and does not diligently pursue the cure thereafter, (iii) the other party becomes the subject of liquidation, bankruptcy or other insolvency proceedings, has a receiver appointed over any of its assets or undertakings, makes any arrangement or composition with its creditors, (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction) or is the subject of any similar arrangement, event or proceedings.

10.2 Termination by Purchaser:

10.2.1 Where Purchaser has a right to terminate the Contract pursuant to Clause 10.1.1 and Purchaser has terminated the Contract by giving timely written notice thereof, the liability of Seller to Purchaser upon such termination shall be to pay either the reasonable additional costs in excess of the Contract Price that are required to complete the Scope of Supply or the difference between the fair market value of the Scope of Supply as delivered and the Contract Price, whichever is less. To the maximum extent permitted by applicable law, such rights of Purchaser upon termination shall be to the exclusion of any other remedies that may be available to Purchaser in case of termination or rescission/withdrawal.

10.2.2 Seller shall have no liability for any other cost and expense, loss or damages howsoever incurred by Purchaser and, save for the obligations under Clause 9 and Clause 10.2.1 above, neither party shall have any further liability or obligation to the other party under or arising out of the Contract, to the maximum extent permitted by applicable law.

10.2.3 In case expressly stated in Seller's Offer or, as the case may be, in the Contract that Purchaser may be entitled to terminate the Contract for convenience or in case the Purchaser may be entitled to such right under the applicable statutory law and where Purchaser exercises such right the Seller shall be entitled to compensation as if the Contract had been terminated due to an event of Force Majeure according to Clause 6.8 above save that Seller shall also be entitled to payment of the full profit that the Seller expected under the Contract.

10.3 Termination by Seller:

Where Seller has a right to terminate the Contract pursuant to Clause 10.1 and Seller terminates the Contract by giving timely written notice thereof, the Seller shall be entitled to compensation as if the Contract had been terminated due to an event of Force Majeure according to Clause 6.8 above save that Seller shall also be entitled to payment in full of the profit that the Seller expected under the Contract.

10.4 Exclusive Remedies:

TO THE MAXIMUM EXTENT PERMITTED BY 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).

10.5 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 SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW),

SELLER SHALL IN NO CASE WHATSOEVER BE LIABLE FOR ANY LOSS OF REVENUES OR PROFITS; LOSS OF OPPORTUNITY, PRODUCTION OR CONTRACTS; LOSS OF USE; STANDBY COSTS; LOSS OF OR DAMAGE TO FEED, RAW MATERIALS, UTILITIES OR PRODUCT; PLANT DOWNTIME OR DELAYS; LOSS OF GOODWILL; LIQUIDATED DAMAGES OR PENALTIES IMPOSED ON PURCHASER BY ITS CUSTOMERS OR THIRD PARTIES; PURCHASER'S CONTRACTUAL LIABILITY TOWARDS ANY THIRD PARTY; 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.

10.6 Maximum Aggregate Liability:

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, EXCEPT ONLY TO THE EXTENT THE EXCLUSION OR LIMITATION OF SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW), SELLER'S MAXIMUM AGGREGATE LIABILITY TO PURCHASER UNDER OR IN CONNECTION WITH THE CONTRACT SHALL IN NO CASE EXCEED FIFTY (50) % OF THE CONTRACT PRICE AS RECEIVED BY THE SELLER, 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.

10.7 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 Seller 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 Seller, whether known or not, 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 Seller within the Warranty Period.

11. Directives / Changed Laws / Permits / Safety:

11.1 The Goods shall comply with governmental directives, laws, rules, regulations, codes and standards, if any, that are expressly stated in Seller's Offer, as the same are in effect on the Base Date. If after the Base Date any Changed Law affects the Scope of Supply and/or the Seller's means or manner of executing its works and which the Seller is required by such Changed Law to comply with and implement, Seller shall be entitled to an equitable adjustment, including the remedies set out in Clause 6.6. Seller

shall have no responsibility for compliance with any emission, discharge or other environmental requirements, except to the extent set out in any Process Warranties. The Seller shall have no responsibility for any other Changed Law.

11.2 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 Goods 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, and 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 Seller; and (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 Seller 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 or wilful act of Seller.

12. Amendment to the Contract:

12.1 No change in, addition to, or waiver of the provisions of the Contract shall be binding upon Seller or Purchaser, unless contained within an identified written formal amendment to the Contract and signed by both parties.

13. Export Control:

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

13.2 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 Seller to fulfil one or more of its contractual obligations Seller shall be excused from the performance of its obligations under the Seller's Offer or, in case of binding contract, the Contract, with immediate effect. This shall, without limitation, also apply in case that Seller may be hindered to fulfil its contractual obligations due to the fact that any of Seller's suppliers or subsellers are hindered by an Export Control Event to supply the Goods all or in part. In any case Seller shall not be liable or accountable to Purchaser for any claims for delay, loss or damage in connection with an Export Control Event.

13.3 Subject to Clause 13.2, if Seller gives notice to Purchaser that its performance of the Seller'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 Seller's Offer or, in case of binding contract, the Contract, by giving one week prior written notice. In the event of such termination Seller shall be entitled to all costs and expenses for all work in progress under the Contract or for which Seller is liable to pay to any supplier or subSeller due to the termination, as well as to all losses and damages arising from or related to the termination.

13.4 Purchaser shall implement and follow all necessary procedures to comply with Export Control Regulations related to the Goods to be provided by Seller and guarantees not to engage in any activity which it or Seller 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 Seller from and against any claim, proceeding action, fine, cost, loss and damage arising from or related to the breach of this warranty.

14. Data Processing:

14.1 Contractor processes personal data of Purchaser's contact persons (in particular name, title, position, business contact details, order and issue history) for the following purposes and on the following legal bases: (1) performance and administration of the Contract (Art. 6(1)(b) GDPR / Art. 31(1) Swiss FADP, as applicable); (2) management of the business relationship, including through a CRM system (Art. 6(1)(f) GDPR / Art. 31(1) Swiss FADP – legitimate interest in efficient customer relationship management); (3) information about further goods and services (Art. 6(1)(f) GDPR / Art. 31(1) Swiss FADP – legitimate interest in direct marketing); Purchaser may object to processing for marketing purposes at any time. Contractor may process the data through affiliated companies or external processors. To the extent data is transferred to countries outside the EU/EEA or Switzerland, Contractor shall ensure appropriate safeguards pursuant to Art. 46 GDPR or Art. 16 Swiss FADP, as applicable. Contractor will retain personal data for as long as reasonably necessary for the purposes described above and thereafter only for the duration of applicable statutory limitation, retention or documentation periods. Contractor may retain data for longer where this is necessary for the establishment, exercise or defence of legal claims. Purchaser shall ensure that the relevant contact persons are informed about the data processing in accordance with Art. 13 or 14 GDPR or Art. 19 Swiss FADP, as applicable.

15. Miscellaneous:

15.1 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.

15.2 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.

15.3 Any reference to a statute or to regulations (whether or not specifically named herein) shall, but without prejudice to Clause 11 above, include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bylaws, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

15.4 All communications, verbal or written, notices, documents and drawings given by one party to the other or exchanged or made available between the parties, and including in the course of any Site related activities where applicable, shall be in Chinese in a fluent, correct and intelligible manner.

15.5 The Contract shall not be construed or interpreted against or to the disadvantage of either Purchaser or Seller whether on the grounds that the Contract represents Purchaser's or Seller'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 Seller or other similar grounds.

15.6 The Contract sets forth the entire agreement between Seller 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 Seller) are expressly excluded and disclaimed by Seller. 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.

15.7 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 Seller 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.

15.8 Purchaser shall ensure that Seller and its subsellers carrying out the Site Services (if applicable) are covered under an all-risk insurance policy applicable to the Scope of Supply and the Site. Such cover shall be primary and name Seller as an additional insured. Seller shall be entitled upon request to a copy of the policy in question. The deductible, if any, shall be at Purchaser's cost.

16. Governing Law; Disputes:

16.1 All disputes arising from, or in connection with the performance of the Contract, shall be settled through friendly discussion between the two Parties. In case no agreement is reached, the disputes shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The tribunal shall be composed of three arbitrators. The arbitration shall be conducted in Shanghai in accordance with CIETAC arbitration rule. The arbitration fees shall be borne by the losing party unless otherwise awarded by the Commission.

16.2 The governing law of the Contract shall be the substantive laws of the People's Republic of China, however, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

ANNEX A

ACCEPTANCE TESTS AND PROCESS WARRANTIES

1. Acceptance Tests / Conditions:

If not otherwise stated in the Contract, Acceptance Tests will be conducted promptly after the Goods have been commissioned (except for measures that the Seller determines do not impede the performance of the Acceptance Tests) and the Goods has, in the reasonable opinion of Seller, achieved stable operation. Acceptance Tests shall be conducted with such trained and qualified personnel of Purchaser as are required by Seller. In addition to any other obligations it has under the Contract, Purchaser shall ensure during the Acceptance Tests that (i) all feed and utilities conform strictly to the specifications of the Contract (or if no such specifications are stated, according to the Testing Protocol provided by Seller pursuant to paragraph 2 below, (ii) all analyses of the feed, utilities and product are timely provided as required by the Seller and (iii) that all upstream and downstream equipment from the Goods operates properly. Unless otherwise specified in the Contract or the Testing Protocol, the party that will be responsible for conducting the Acceptance Tests will give at least fourteen (14) days' advance written notice to the other of the period in which the Acceptance Tests shall commence. Where the Acceptance Tests are not supervised or conducted by Seller, Purchaser shall allow Seller to attend and witness the Acceptance Tests and Seller shall be entitled to a copy of all related inspection reports and records.

2. Testing Protocol:

Except to the extent detailed in the Contract, the procedures and requirements for the Acceptance Tests shall be in accordance with Seller's standard test procedures and requirements. These procedures and requirements, as adapted to the Scope of Supply and the Contract, shall be provided by Seller to Purchaser in the form of a "Testing Protocol" latest thirty (30) days prior to the expected start of any Acceptance Tests. The Testing Protocol will specify, among other things, any pre-conditions, any Process Warranties not previously discharged and the subject of the Acceptance Tests, length of the relevant Acceptance Tests, measurement tolerances and the procedures and methods for conducting the Acceptance Tests.

3. Plant Acceptance:

The Process Warranties and Seller's obligations in respect of any Acceptance Tests shall be discharged in full and Purchaser shall be deemed for all purposes to have accepted the Scope of Supply if any one or more of the following applies:

(i) the Goods has on average performed in accordance with the Process Warranties or, if no Process Warranties have been given, no material Defects in the Goods have been identified during the Acceptance Tests; or

(ii) any part of the Goods is taken into use by Purchaser prior to completion of the Acceptance Tests (provided that sale by Purchaser of product produced under Seller's supervision according to the Testing Protocol shall not constitute such use for purposes of this provision); or

(iii) the Goods have not passed the Acceptance Tests for reasons attributable in whole or in part to Purchaser within one (1) month from completion of commissioning, three (3) months from completion of installation or four (4) months from readiness of delivery of the main Goods, whichever is the earliest; or

(iv) Seller has paid any liquidated damages or price reduction as may be applicable to the Process Warranties under paragraph 5 below of this Annex.

4. Acceptance Certificate:

When the Scope of Supply (or section thereof, if applicable) is deemed to have passed the Acceptance Tests according to paragraph 3 above, Seller shall submit to Purchaser and Purchaser shall immediately sign an acceptance certificate for the Scope of Supply ("Acceptance Certificate"). The Acceptance Certificate shall state the date when the Acceptance Tests were deemed to have been passed.

Purchaser shall not be entitled to delay or refuse to issue the Acceptance Certificate due to the existence of defects or omissions that do not adversely and materially affect the operation of the Goods; such defects and omissions shall be noted by Purchaser on the Acceptance Certificate and are to be completed by Seller as soon as reasonably practical, but without in any way affecting the validity or effect of the Acceptance Certificate.

If Purchaser fails to issue the Acceptance Certificate within fourteen (14) days of when Purchaser is obliged to do so under this paragraph 4, Purchaser shall be nonetheless deemed to have issued the Acceptance Certificate effective as of the date when the Scope of Supply is deemed to have passed the Acceptance Tests under paragraph 3 above without any conditions or qualifications.

Purchaser may take the Scope of Supply (or relevant section) into use only after issuance of an Acceptance Certificate. On the issuance or deemed issuance of the Acceptance Certificate, Purchaser shall perform all its obligations, including payment, which then become due.

5. Failure to pass the Acceptance Tests:

If during the Acceptance Tests the Goods fail to achieve the Process Warranties, Seller shall as soon as possible investigate the reasons for such failure and inform Purchaser of the results of its investigation. Purchaser shall, at its cost, fully co-operate with Seller in such investigation and shall provide Seller with all access, resources, information and documentation required by Seller to determine the cause of the failure. If it is determined that the cause of such failure is due to reasons attributable to the fault of the Seller (and not to any fault attributable in whole or in part to the Purchaser), Seller shall without delay and at its own cost

undertake all reasonable actions to remedy the cause of the failure and, unless the failure was insignificant, the relevant part of the Acceptance Tests shall be repeated.

If, notwithstanding such efforts, the Goods still fail to pass one (1) or more repeats of the relevant part of the Acceptance Tests, for reasons attributable to the fault of the Seller (and not to any fault attributable in whole or in part to the Purchaser), Seller may, after consultation with Purchaser and after at least three (3) attempts to remedy the failure, elect either to carry out further remedial actions or to pay as liquidated damages (and not as a penalty) the applicable Process Warranty liquidated damages as may be specified in the Contract (provided that if no liquidated damages are specified, the parties shall agree on a reduction in the Contract Price). The price reduction shall reflect the difference between the fair market value of the Goods as sold and the fair market value of the Goods as delivered, installed and commissioned. The payment of liquidated damages or, as the case may be, an agreed price reduction shall be Purchaser's sole and exclusive remedy for any failure of the Goods to achieve the Process Warranties and other criteria applicable to the Acceptance Tests. The amount of all payments or price reductions shall not, in any event, exceed in the aggregate five (5) % of the Contract Price (or in case the Scope of Supply is comprised of different sections, the portion of the Contract Price attributable to the section failing the test).

If the Seller is prevented, for more than fourteen (14) days, from carrying out an Acceptance Test or an Acceptance Test fails to pass in each case for reasons attributable in whole or in part to the Purchaser, the Acceptance Tests shall be deemed passed and Seller shall be entitled to payment by Purchaser for its additional Seller costs.

6. Delay in Acceptance:

If the Acceptance Tests are delayed or prolonged due to reasons not attributable in whole or in part to Seller, Seller shall be entitled to payment by Purchaser for its additional Costs.

7. Sections:

Where stipulated in the Contract or as reasonably requested by Seller, the Scope of Supply will be tested in sections, in which case the provisions of this Annex A shall apply to each section.

ANNEX B

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 ("Seller") belonging to or being directly or indirectly controlled by GEA Group AG registered in Düsseldorf, Germany ("GEA"):

Seller´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 Seller 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, re-export or transfer (including but not limited to: licensing, sub-licensing or granting of access rights or entitlement to re-use), directly or indirectly, such goods or related intellectual property rights 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, XXVIII 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 Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of the Contract; and

5. Purchaser shall immediately inform Seller 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 Seller 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 one of the foregoing obligations 1, 2 or 3 shall constitute an Export Control Event.