

**GEA Hilge Niederlassung der GEA Tuchenhausen GmbH**  
**TERMS FOR EXPORT**  
**(For customers having its registered offices outside Germany)**

These Terms for Sales shall apply to quotations and contracts for sales and/or services executed by GEA Hilge Niederlassung der GEA Tuchenhausen GmbH ("Seller") with customers ("Buyer"). Such quotations and sales are expressly conditioned upon acceptance of these Terms for Sales. Any provision of a purchase order or other document of Buyer that is inconsistent with or additional to these Terms for Sales is not accepted by Seller, unless expressly and specifically agreed to by an authorized representative of Seller. The "Contract" shall consist in the following order of priority of (i) Seller's order confirmation (ii) Seller's quotation and (iii) these Terms for Sales. "Goods" shall mean the equipment and other items to be supplied by Seller as per the scope of supply under the Contract. All references to days are to calendar days.

**1. Scope of Supply:** Seller's scope of supply shall be limited to the Goods and/or services expressly stated in the Contract. All other goods, documents and services are expressly excluded from Seller's scope of supply and shall be the sole responsibility of Buyer to supply and/or perform so the Seller can timely commence, perform and complete its works without delay, hindrance or obstruction of any kind, absent which Seller shall be entitled to reimbursement of its additional costs and may require an extension of time. Where the works performed by the Seller are required to interface with other components of Buyer and/or its other contractors, the part of the interface supplied by Seller shall meet in all respects the specifications in the Contract. Buyer shall be responsible for all other aspects of the interface.

**2. Execution of Contract / Documentation:** Seller may execute the Contract pursuant to its own project execution plans, procedures, and working methods to the extent that they do not conflict with any express provision of the Contract. Pre-delivery inspections and tests, if any, shall be stipulated in the Contract. If not stated otherwise, such pre-delivery inspections and tests shall be performed in accordance with Seller's standard inspection procedures. Where Seller issues documents to Buyer or his representatives for approval, these must be approved (with comments, if any) and returned to Seller without undue delay but in no event later than 10 days after their respective submittal, otherwise such drawings or documents will be deemed approved.

**3. Site Services:** If any site services, including services relating to the installation, testing or commissioning of the Goods or the supervision thereof, are included in Seller's scope under the Contract, Seller shall have full and unrestricted access to, possession and use of the site at all times required by Seller. Further, all works not within Seller's scope shall be completed by or for Buyer so Seller's site services can commence forthwith on Seller's arrival at the site as agreed upon between the Parties and can be thereafter performed without any delay, disruption or obstruction. Buyer will be responsible for providing all civil works and raw materials, feed/products, consumables and utilities and all trained and qualified labour required by Seller, each in strict conformity with the Contract's requirements. Buyer will place on time at Seller's disposal safe and reliable equipment required by Seller including cranes and other lifting and transport equipment. If necessary lock-up dry room for keeping tools and small machine parts shall be made available free of charge to Seller's staff. Buyer shall provide security and sufficient lighting and, if necessary, heating or cooling of the premises to ensure reasonable climate. Seller's direction and review of Buyer's personnel and other contractors at the site shall be limited to providing instructions and technical advice. Buyer shall be solely responsible for any failure of its personnel or other contractors to strictly comply with the instructions and requirements of Seller's personnel at site and any damages, losses or injuries otherwise attributable to such personnel or contractors. Buyer shall indemnify, defend and hold Seller harmless from any losses, injuries or damages relating to or resulting from the acts or omissions of persons employed by Buyer or its contractors as well as unsafe site conditions.

**4. Payment:** Unless contemplated otherwise in the Contract Buyer on its cost shall provide Seller within ten days after formation of the Contract with an irrevocable letter of credit in compliance with UCP 600 rules covering the full contract price ("Contract Price") and being confirmed by Seller's bank. Unless agreed otherwise, the letter of credit shall be payable as follows: 40% upfront payment at sight against invoice; 30 % of the Contract Price in middle of delivery time at sight against invoice and 30 % of the Contract Price at sight against invoice upon delivery. The letter of credit must be at least valid for a period equivalent to the agreed delivery period for the last item to be supplied hereunder plus 45 days. The mere establishment of a letter of credit does not release Buyer from its obligation to effect payments under the Contract. In case Seller waived the requirement to establish a letter of credit any payment is to be made net cash without deduction in the currency and on the dates stated in the Contract. In case the Contract stipulates EURO as applicable currency for payments such payments shall be effected in the currency applicable in Germany on the date of payment. Payment shall not be deemed effected until irrevocable available funds have been received by Seller in its account. If no payment milestones are stated in the Contract, a down payment equivalent to 40% of the Contract Price shall be received within 10 days of the date of formation of the Contract, 30 % of the Contract Price in middle of deliver time payable 30 days from respective invoice and the residual 30% of the Contract Price shall be paid upon receipt by Buyer of Seller's ready for shipment notice. All bank and other transaction costs are for Buyer's account. Buyer may not refrain from making any payments when the conditions for payment cannot be fulfilled due to reasons beyond Seller's control. Buyer shall notify Seller of its objections to any invoice within five days of receipt, absent which the invoice shall be deemed to be approved. No offset or retention of payments by Buyer is allowed. If payment is delayed or only made in part without Seller's prior written consent, the unpaid balance shall bear interest at 1.5% per month and Seller may immediately suspend its performance under the Contract. Seller shall be entitled to payment of its resulting costs including without limitation overhead, insurance and financial costs. If the delay in payment exceeds 30 days, Seller shall be entitled to terminate the contract for cause and to claim all losses and damages incurred due to the termination from Buyer.

**5. Taxes:** The Contract Price and any other amounts to be paid to Seller are exclusive of and the Buyer shall be responsible for all duties, taxes (including without limitation value added, sales, use, business, excise or withholding taxes), assessments or charges of any kind. If any duties, taxes, assessments or charges are imposed on Seller by authorities in the country where the Goods will be delivered in connection with any work performed by Seller under the Contract, or in the country where the service works under the Contract take place Buyer shall reimburse Seller all such amounts.

**6. Delivery / Risk of Loss / Delays:** Risk of loss and damage to the Goods shall be in accordance with the stipulated Incoterm applicable at the date of Seller's quotation. 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. Statements of packing measurements and gross weight are an approximate guide and not binding on Seller. Seller may deliver the Goods

from multiple locations, including different countries and may use different types of transport. Partial deliveries are allowed. In case the respective stipulated Incoterm obliges Seller to perform any import formalities for the import into the country of delivery, Buyer on its cost is strictly obliged to support Seller in any way required by Seller.

To the extent Seller's delivery obligations or completion of the works is or will be delayed or disrupted due to any instructions or other acts or omissions of Buyer or its representatives, suppliers or contractors or any event or circumstance beyond its control, the delivery schedule shall be extended accordingly and Seller shall be entitled to its resulting additional costs.

If Seller is more than two weeks late in shipping the Goods and when compared to the time specified by the time schedule for reasons attributable solely to the negligence or wilful misconduct of Seller, Buyer shall be entitled to, as liquidated damages and not as a penalty and upon prior written request, an amount equal to 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 after said request up to a maximum of 2.5% of the contract price, provided that such liquidated damages shall not be due where Seller has failed to deliver only minor portions of the Goods that do not delay Seller's implementation of its works or where Buyer has not incurred any resulting loss or damage. No adjustment for partial weeks shall be allowed. Payment of the liquidated damages shall constitute full and complete satisfaction of any claim of Buyer against Seller arising from or in connection with any delay of the Seller. No other claims against Seller for late performance in respect of any other scheduled date shall be allowed, such scheduled dates, if any, being indicative only.

Buyer acknowledges that the Goods, products, software, services, technologies and know how to be purchased, obtained, used or supplied by Seller, whether directly or indirectly, in discharging its obligations under the Contract are or may become the subject of de facto or de iure control, restriction or prohibition by national, foreign or international laws, regulations, embargoes, orders or administrative practices in respect of export/import control and customs practices and requirements, user restrictions, or resolutions from supranational bodies, whether having the force of law or not (altogether referred to as "Export Control"), any one of which, or a combination of which may result in additional cost, delay or even render all or parts of the Contract unlawful or not reasonably practical to perform (the "Export Control Event"). The Buyer accepts that the foregoing and the consequences thereof are his risk under the Contract.

Seller shall be excused from any obligation to the extent of delays in completion caused by acts of war or terrorism, riots, civil commotion, embargoes (foreseeable or not), Export Control Event(s), epidemics, strikes, fires, delays in transport or customs clearance, earthquakes, flood, hurricanes, typhoon, storm, other acts of God or government or any other circumstances beyond the control of Seller. Seller shall give written notice of the occurrence of any such circumstance within 14 days of becoming aware of its occurrence. Seller shall be entitled to its reasonable costs and expenses incurred as a result of any such circumstances and a corresponding extension of time.

In case such delays should exceed in the aggregate three months, Seller shall be entitled, in the absence of an equitable adjustment agreed in writing by Seller and Buyer, to terminate the Contract. In case of termination, Seller shall be entitled to the following.

- (a) all amounts payable for work carried out for which a price is stated in the Contract;
- (b) the costs and expenses for all work in progress, components and other scope of supply ordered, prepared or fabricated for the Goods for which Seller is liable to pay and which is not covered in (a) above;
- (c) the costs and expenses of Seller in removing its equipment from the site and in the repatriation of Seller's personnel;
- (d) the costs and expenses incurred by Seller in protecting the scope of supply and complying with any instructions of Buyer;
- (e) reimbursement for any subcontractor termination costs; and
- (f) any other costs or expenses reasonably incurred by Seller in the expectation of completing the scope of supply or resulting from such termination.

**7. Ownership:** The Goods shall remain the property of Seller until it has received payment in full. The retention of title shall not affect the passing of risk of loss or damage. Until payment is received in full, the Goods shall not be sold, pledged or otherwise encumbered or used for commercial production without Seller's prior written consent.

**8. Warranties:** The Goods shall be free of defects in workmanship and materials for a period of 12 months from delivery. (hereinafter referred to as "Warranty Period").

Seller's warranty is conditioned on Buyer notifying Seller in writing of any defects discovered during the Warranty Period promptly and in any event no later than 5 days after discovery. Seller's warranty is limited to and the Buyer's sole remedies in the event of a defect shall consist of Seller repairing or replacing, in its sole discretion, the parts determined by its authorized representative to be defective in materials or workmanship at the time of delivery. For the avoidance of doubt the warranty period for repaired or replaced parts ceases at the same date as the Warranty Period of the Goods.

Buyer is responsible for all labour, equipment, costs, expenses and charges used or incurred in the removal, transport, installation and commissioning of repaired or replaced parts. Seller's warranties do not cover and Buyer assumes full responsibility for all losses and damages arising from or relating to: wear and tear parts; use of non-original spare parts; use of unsuitable or out-of-spec lubricants, consumables or utilities; use of unsuitable, insufficient or out-of-spec feed; faulty or non-performance of upstream and downstream equipment; modifications without Seller's express written consent; corrosive or abrasive substances; faulty maintenance or operation, including failure to comply with Seller's manuals or instructions (written or oral); information, services, personnel or items supplied by Buyer or any third party (other than a subcontractors or sub-suppliers of Seller); failure of Buyer to provide sufficient protection for the Goods against external conditions; or other conditions or circumstances not due to the fault of Seller.

The Seller hereby excludes and disclaims to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those expressly set out in this Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of Buyer, including without limitation any warranties as to fitness for purpose or

merchantability. The Seller shall not be liable for any loss or damage any defect may cause, including without limitation any loss or damage described in clause 10.3 below.

The expiry of the Warranty Period shall, to the maximum extent permitted by law, but save as set out below, constitute conclusive evidence for all purposes and in any proceedings whatsoever between the parties that the Seller has completed its obligations under or arising out of the Contract and delivered the Goods and made good all defects therein in accordance with its obligations under the Contract. The Buyer hereby agrees at the end of the Warranty Period to waive all claims of any nature whatsoever it may have against the Seller, whether known or not, under or arising out of the Contract and the use of the Goods (including but not limited to any intellectual property rights), and any related cause of action and or remedy shall be deemed to be barred and extinguished. Provided always that this provision shall not apply in the case of fraud or to the extent any proceedings were commenced and served on the Seller within the Warranty Period.

**9. Confidentiality and IP:** All documentation and information of any kind (whether disclosed orally, in writing, electronically or otherwise) furnished or made available, directly or indirectly, to Buyer or any person engaged by or acting on behalf of Buyer, by either Seller or any of its affiliates, subcontractors or sub-suppliers shall, as between Buyer and Seller, remain the proprietary and confidential property of Seller and shall be used by Buyer only in respect of the operation, maintenance and repair of the Goods, and for no other purpose. Such proprietary and confidential information and data shall not be disclosed to any third party at any time without Seller's prior written consent. Buyer shall not allow any reverse engineering of Seller's scope of supply without Seller's prior written consent. Any such proprietary and confidential information that Buyer determines must be disclosed to its employees shall only be disclosed to its employees on a need-to-know basis for permitted purposes. The intellectual property in any equipment, document or other information given or made available to Buyer under the Contract shall remain the exclusive property of Seller (or its subcontractors and/or sub-suppliers), provided that the Buyer shall have a non-exclusive, royalty free right to use such intellectual property for the sole purpose of operating the Goods so long as Buyer pays all amounts as they become due under the Contract.

**10. Remedies and Limitations:**  
Notwithstanding anything to the contrary:

**10.1 Termination:** Either party may terminate the Contract if: (a) the other party fails to perform any material obligation under the Contract and has not taken action to commence to cure the failure within 30 days of written notice of such failure or does not diligently pursue such cure thereafter, (b) the other party becomes bankrupt, insolvent or otherwise unable to pay its bills when due.

**10.2 Exclusive Remedies:** BUYER'S RIGHTS AND REMEDIES AS STATED IN THIS CONTRACT (WHETHER BY WAY OF REIMBURSEMENT OF COSTS, LIQUIDATED DAMAGES OR OTHERWISE) SHALL BE ITS EXCLUSIVE RIGHTS AND REMEDIES REGARDLESS OF THE THEORY OR CIRCUMSTANCES (INCLUDING BREACH OF CONTRACT OR STATUTORY DUTY, NEGLIGENCE OR OTHER TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE).

**10.3 No Consequential Damages:** EXCEPT ONLY TO THE EXTENT THE EXCLUSION OF SELLER'S LIABILITY IS PROHIBITED BY APPLICABLE LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL ONLY BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW), SELLER SHALL IN NO CASE BE LIABLE FOR ANY LOSS OF REVENUES OR PROFITS; LOSS OF OPPORTUNITY, PRODUCTION OR CONTRACTS; LOSS OF USE; LOSS OF OR DAMAGE TO RAW MATERIALS OR PRODUCT; PLANT DOWNTIME OR DELAYS; LIQUIDATED DAMAGES OR PENALTIES IMPOSED ON BUYER BY ITS CUSTOMERS OR THIRD PARTIES; RECALL COSTS; ANY DAMAGES OR PENALTIES PAYABLE BY BUYER; OR OTHERWISE FOR ANY FINANCIAL OR ECONOMIC, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR DAMAGES HOWSOEVER CAUSED IRRESPECTIVE WHETHER THE LOSS OR DAMAGE IN QUESTION IS DEEMED TO BE DIRECT OR INDIRECT.

**10.4 Aggregate Liability:** EXCEPT ONLY TO THE EXTENT THE EXCLUSION OR LIMITATION OF SELLER'S LIABILITY IS PROHIBITED BY LAW (IN WHICH CIRCUMSTANCES SELLER'S LIABILITY SHALL ONLY BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW), SELLER'S AGGREGATE LIABILITY TO BUYER UNDER OR IN CONNECTION WITH THE CONTRACT SHALL IN NO CASE EXCEED 10% OF THE CONTRACT PRICE RECEIVED BY THE SELLER, IRRESPECTIVE WHETHER SUCH LIABILITY ARISES IN CONTRACT, STATUTE, IN TORT BREACH OF WARRANTY, BY PRICE REDUCTION, MAKE GOOD OR OTHERWISE.

**11. Directives / Permits:** The Goods as delivered by Seller shall comply with the directives, laws, rules, regulations, codes and standards, if any, that are expressly stated in Seller's quotation and in effect on the date of Seller's quotation. If the quotation is silent in this regard the Goods shall comply with all mandatory German laws and regulations in effect on the date of Seller's quotation. If after said date any stated directives, laws, rules, regulations, codes or standards are changed or enacted, or there are new or different interpretations thereof, which require a change in the Goods or otherwise adversely affect Seller's obligations or compensation under this Contract, an equitable adjustment shall be made to the contract price, delivery schedule, payment terms and other provisions of the Contract (which must be agreed in writing prior to Seller having any obligation to implement the change). Buyer shall be responsible for all permits in connection with owning, erecting, testing, commissioning, operating and maintaining the Goods. Seller's obligations under the Contract are subject to all required export and import permits including without limitation all export and import permits required for the scope of supply as per the Contract.

**12. Change Orders / Instructions:** All change orders must be mutually agreed by the parties in writing prior to the Seller having any obligation to perform. All instructions of Buyer must be given in writing.

**13. Governing Law and Disputes:** The Contract shall be governed by and construed according to the laws of Switzerland without reference to its conflicts of law provisions. In case the Contract is concluded with a Buyer residing within a member state of the European Union or a member state of the European Free Trade Association, all disputes arising out of or in connection with the provisions of the Contract, shall be finally settled by the commercial court of Zurich, Switzerland. In case the Contract is concluded with a Buyer residing not in a member state of the European Union or residing not in a member state of the European Free Trade Association all disputes arising out of or in connection with the provisions of this Contract shall be finally and without recourse to the ordinary courts settled under the Rules of Arbitration of the International Chamber of

Commerce by one or more arbitrators appointed in accordance with the said Rules. The venue of such arbitration shall be in Zürich, Switzerland. All documentation and oral proceedings shall be in the English language.

**14. Miscellaneous:** 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 shall agree on substitute provisions that achieve as closely as possible the same economic effect. Buyer shall not be entitled to a termination for convenience during the term of the Contract. Captions are for convenience only. Seller's data in product information and price lists are binding only if expressly stated in the Contract. The Contract may not be assigned by either party without the other party's prior written consent. Seller however shall be entitled to engage subcontractors or sub-suppliers for the performance of its works. No change in, addition to, or waiver of the provisions of this Contract shall be binding upon Seller or Buyer, unless approved in writing by authorized representatives of both parties.