

Terms and Conditions for the Supply of Spare Parts

1. General

- 1.1 These Terms and Conditions for the Supply of Spare Parts apply to all present and future supplies of spare parts provided to the Customer by Manz, even if these supplies from Manz are provided without the use of or express reference to these Terms and Conditions.
- 1.2 Any general terms and conditions of the Customer which deviate from or conflict with our Terms and Conditions for the Supply of Spare Parts not form part of the contract, even if Manz does not expressly object thereto. Even if Manz refers to correspondence which contains Terms and Conditions of the Customer or of third parties or makes mention of such, this does not suggest any agreement to the validity of such Terms and Conditions. Any regulation to the contrary shall only apply provided Manz approved of this in a writing order confirmation.

2. Offer, Contract Conclusion

- 2.1 All offers submitted by Manz AG shall be non-binding and shall be subject to confirmation.
- 2.2 Manz AG reserves the right to carry out an automated credit assessment prior to accepting an offer.
- 2.3 Orders shall not be binding unless an order confirmation has been sent by mail, fax or e-mail or if the order is carried out by Manz AG.
- 2.4 Manz AG shall not be bound by order confirmations that contain any obvious errors, typographical errors, or calculation errors.
- 2.5 Manz AG shall own all titles, copyrights and other property rights in all documents regarding offers. Such documents shall not be made accessible to third parties. At the request of Manz AG, the customer shall return all documents promptly as soon as they are no longer required in the course of business including, but not limited to, all other documents, drafts, specimens, samples and models.

3. Prices

All prices shall be deemed to be net, ex works, in freely available Euros, without any deduction whatsoever. Any and all additional charges, such as but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by Customer. Likewise, Customer shall bear all value-added taxes, sales taxes, profit taxes, income taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, custom duties and the like which are levied against Manz AG, its related companies, its factories or its personnel in connection with the contract.

4. Terms of payment

- 4.1 The terms of payment are according to the confirmation of order. The agreed dates of payment shall also be observed by Customer even if transport, delivery, installation, commissioning or taking over is delayed or prevented due to reasons beyond the control of Manz AG, or if minor parts are missing or if post-delivery work, which does not prevent the spare parts from being used, is necessary.
- 4.2 The retention of payments or the setting-off against any counter-claims shall be excluded. If Customer is overdue with an agreed payment, Manz AG, without prejudice to its legal rights, shall be entitled to suspend the further execution of the contract, to stop the fabrication or to retain the deliveries which are ready for dispatch.
- 4.3 With effect from the agreed due date Manz AG shall be entitled to charge the Customer interest on the amount unpaid on a daily basis at the rate of nine percentage points (9 %) per annum above the EZB base rate. If Customer is overdue with a payment or the establishment of an agreed security for more than

two weeks, the entire balance of payment shall be due immediately.

5. Retention of title

Manz AG remains the owner of the delivered spare parts until the complete receipt of the agreed payments. Customer authorizes Manz AG to enter the retention of title in public registers or records and shall be obliged to give any signatures requested.

6. Terms of delivery

- 6.1 The contractually agreed date never starts before the production of all of the approvals, the permissions and authorizations, before complete receipt of all of the Customer's data and documents necessary for completing the contract (in particular the technical specifications, the data regarding the power supply, etc.) and in any event not before the receipt of a partial payment that may have been agreed on and the presentation of a payment guarantee in conformance with the contract.
- 6.2 The terms of delivery are considered to have been respected if, by that date, the ready for dispatch or acceptance note has been sent.
- 6.3 Manz AG is only bound to respect the date of delivery if the Customer has complied with all of the commitments deriving from previous contracts with Manz AG. The date of delivery will be proportionally extended when the Customer is in moratorium with the fulfilment of his commitments.
- 6.4 If the delay has been caused by Manz AG, the Customer is authorized to request, on the delayed parts of the supply, compensation for direct damage (with the exclusion of further rights or consequent damages). This amounts to 0.25% for every complete week of delay, or a maximum of 5% of the value of the part of the supply that, due to the delay, was not delivered in conformance with the contract. No penalties will be paid for the first four weeks of delay.
- 6.5 No penalties will be paid for delays in deliveries from third party suppliers prescribed by the Customer.
- 6.6 If the delivery is delayed due to causes attributable to the Customer, the Customer must still make the payments on the basis of the terms of delivery foreseen originally. In such an event Manz AG will be authorized to store the supply and may invoice a storage fee of 0.5% of the sales price per month.

7. Force Majeure

- 7.1 If force majeure prevents Manz AG from fulfilling its contractually agreed upon obligations including, but not limited to, providing the agreed upon Services, Manz AG shall be released from its obligations without owing damages to the customer for the duration of the force majeure event and for a reasonable period of time thereafter. The same shall apply if the fulfilling of such obligations by Manz AG is rendered unreasonably difficult or temporarily impossible due to unexpected circumstances or circumstances beyond the control of Manz AG including, but not limited to, strike, governmental measure, energy shortage, impaired delivery for a customer, substantial interruptions to operations, or if such circumstances affect a subcontractor, or if Manz AG already is in default. If Manz AG is released from its obligations, it shall reimburse the customer for any and all advance efforts, especially advance payments made.
- 7.2 Manz AG shall be entitled to rescind the agreement after a reasonable period of time if the force majeure event continues for more than four months and if fulfillment of the agreement no longer is of interest to Manz AG due to such hindrance.

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8. Taking-Over

Spare parts shall be considered as having been taken over if no substantiated written complaint is made by Customer within five days from the date of delivery at the place of performance.

9. Consequential damages

The warranty and liability claims of Customer are exhaustively covered by these conditions. Manz AG is only liable to compensate Customer for the costs of remedying defects in the delivered spare part itself. As long as there are no specific mandatory laws to the contrary, in no case whatsoever shall Customer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages.

10. Installation

Customer is solely responsible for installation and commissioning of spare parts.

11. Place of performance

Unless agreed otherwise, the place of performance for all services to be provided by the customer and by Manz AG shall be the registered offices of Manz AG .

12. Warranty and liability for defects

- 12.1 Before expiry of warranty period, Manz AG is responsible to repair or replace, any parts which, before the expiry of the warranty period, are proven to be unusable due to bad materials, faulty design or poor workmanship. The right to cancel the contract or reduce the price is excluded. If a part is still defective, despite a replacement or repair, Manz AG is entitled to take back the defective part against reimbursement of the received payments.
- 12.2 The warranty period is 12 months for all components starting after delivery is completed.
- 12.3 The defective product must be made available to Manz AG for the purpose of rectification of defects at the place of performance specified in paragraph 11 hereof.
- 12.4 The compliance of Manz AG with its warranty obligations presupposes fulfilment of payment obligations by Customer in due time.
- 12.5 The granting of a proper replacement or repair under the warranty period does not extend the original warranty period.
- 12.6 Excluded from Manz AG's warranty and liability are all deficiencies beyond the control of Manz AG, especially if resulting from improper storage, normal wear and tear, false information from Customer, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, combination with non-original parts, installation, changes or repairs by Customer or third parties, events of Force Majeure specified in paragraph 7.
- 12.7 The warranty for used products is excluded in any case.

13. Risk of loss and insurance

The transfer of risk is made with notification of readiness for dispatch at works. If dispatch is delayed for reasons beyond the control of Manz AG, spare parts are stored and insured at the expense and the risk of Customer. Transport shall be executed at the expense and risk of Customer. Customer shall be responsible for taking insurance of the delivery against risks of any kind. Customer shall contact its insurer and freight forwarder immediately in case of damages or losses.

14. Final provisions

- 14.1 If the customer is an entrepreneur, a legal person under public law, or a special fund under public law, all disputes arising between the customer and Manz AG from their business relationship shall be brought before the courts of the jurisdiction of the registered offices of Manz AG. In addition, Manz AG shall be entitled to sue the customer at the location of the customer's registered offices and in any other admissible jurisdiction.
- 14.2 Any contracts entered into between Manz AG and the customer shall be subject to German law under exclusion of the CISG.
- 14.3 Should any of the provisions of these Terms and Conditions be or become invalid or unenforceable in full or in part or should there be a gap in these Terms and Conditions, the validity of the remainder of the provisions of these Terms and Conditions or of the valid parts of such invalid or unenforceable provision or provisions shall remain unaffected. The parties hereby agree to replace invalid or unenforceable provisions with valid provisions that come as close as possible to the parties' economic intention. In the case of gaps, such replacement provision shall be deemed to be agreed upon provided it stipulates that which would have been agreed upon pursuant to the objectives of these Terms and Conditions had the parties thought to include a provision relevant to the matter before entering into the agreement.