

General Terms of delivery and payment Meier Prozesstechnik GmbH, Bocholt as of April 2019

1. General Provisions

1.1 Legal relations between Meier ("the Supplier") and Purchaser in connection with supplies and/or services of the Supplier (hereinafter referred to as "Supplies") shall be solely governed by the present Terms and Conditions. The Purchaser's general terms and conditions shall apply only if expressly accepted by the Supplier in writing. The scope of delivery shall be determined by the congruent mutual written declarations.

1.2 The Supplier herewith reserves any industrial property rights and/or copyrights pertaining to its cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents shall not be made accessible to third parties without the Supplier's prior written consent and shall, upon request, be returned without undue delay to the Supplier if the supply contract is not awarded to the Supplier. Sentences 1 and 2 shall apply mutatis mutandis to the Purchaser's Documents.

1.3 Partial deliveries are permissible, insofar as they are reasonable for the Purchaser and do not give any reason for a complaint.

2. Prices, Terms of Payment, and Set-Off

2.1 Prices are FCA and including packaging; value added tax ("VAT") shall be added at the then applicable rate. Prices do not include freight, insurance and customs charges.

2.2 Terms of payment

30% after receipt of the order confirmation against invoicing immediately net

30% two month after receipt of the order confirmation against invoicing immediately net

30 % after pre-acceptance at the factory before delivery against invoicing immediately net

10% after commissioning and invoicing immediately net

2.3 All payments are due within 14 days of invoicing. The default of payment of the Purchaser sets without further reminder from the due date. The amount of default interest is determined according to the legal interest rate acc. Sec. 288 para 2 BGB.

2.4 The Purchaser may not set off claims against payments to be made to the Supplier unless undisputed or non-appealable.

2.5 In case of a significant change in regard of prices for material, wages, salaries, freight rates, public dues or

other cost-effective elements between entering into this Agreement and the date of delivery, the Supplier reserves the right to implement a reasonable price increase.

3. Technical modifications

The system calculation is based on standard components and standards specified by the Supplier. Purchaser specific delivery instructions and execution instructions must be checked in individual cases and may require an additional charge. Changes in technical terms, which the Supplier regards as expedient or successful in the course of the design work and which have no negative influence on function, quality, delivery time and price, are reserved.

4. Retention of Title

4.1 The items pertaining to the Supplies ("Retained Goods") shall remain the Supplier's property until each and every claim the Supplier has against the Purchaser on account of the business relationship has been fulfilled. If the combined value of the Supplier's security interests exceeds the value of all secured claims by more than 20%, the Supplier shall release a corresponding part of the security interest if so requested by the Purchaser.

4.2 For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only for resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.

4.3 Should the Purchaser resell the Retained Goods, it assigns to the Supplier, already today, all claims it will have against its customers out of the resale, including any collateral rights and all balance claims, as security, without any subsequent declarations to this effect being necessary. If the Retained Goods are sold on together with other items and no individual price has been agreed with respect to the Retained Goods, the Purchaser shall assign to the Supplier such fraction of the total price claim as is attributable to the price of the Retained Goods invoiced by the Supplier.

4.3.1 The Purchaser may process, amalgamate or combine Retained Goods with other items. Processing is made for the Supplier. The Purchaser shall store the new item thus created for the Supplier, exercising the due care of a diligent business person. The new items are considered as Retained Goods.

4.3.2 Already today, the Supplier and the Purchaser agree that if Retained Goods are combined or amalgamated with other items that are not the property of the

Supplier, the Supplier shall acquire co-ownership in the new item in proportion of the value of the Retained Goods combined or amalgamated with the other items at the time of combination or amalgamation. In this respect, the new items are considered as Retained Goods.

4.3.3 The provisions on the assignment of the claims according to No. 4.3 above shall also apply to the new item. The assignment, however, shall only apply to the amount corresponding to the value invoiced by the Supplier for the Retained Goods that have been processed, combined or amalgamated.

4.3.4 Where the Purchaser combines Retained Goods with real estate or movable goods, it shall, without any further declaration being necessary to this effect, also assign to the Supplier as security its claim to consideration for the combination, including all collateral rights for the pro rata amount of the value the combined Retained Goods have on the other combined items at the time of the combination.

4.4 Until further notice, the Purchaser may collect assigned claims relating to the resale. The Supplier is entitled to withdraw the Purchaser's permission to collect funds for good reason, including, but not limited to delayed payment, suspension of payments, start of insolvency proceedings, protest or justified indications for overindebtedness or pending insolvency of the Purchaser. In addition, the Supplier may, upon expiry of an adequate period of notice disclose the assignment, realize the claims assigned and demand that the Purchaser informs its customer of the assignment.

4.5 The Purchaser shall inform the Supplier forthwith of any seizure or any other act of intervention by third parties. If a reasonable interest can be proven, the Purchaser shall, without undue delay, provide the Supplier with the information and/or Documents necessary to assert the claims it has against its customers.

4.6 Where the Purchaser fails to fulfill its duties, fails to make payment due, or otherwise violates its obligations the Supplier shall be entitled to rescind the contract and take back the Retained Goods in the case of continued failure following expiry of a reasonable remedy period set by the Supplier; the statutory provisions providing that a remedy period is not needed shall be unaffected. The Purchaser shall be obliged to return the Retained Goods. The fact that the Supplier takes back Retained Goods and/or exercises the retention of title, or has the Retained Goods seized, shall not be construed to constitute a rescission of the contract, unless the Supplier so expressly declares.

4.7 The Purchaser is obliged to treat the supplies during the period of retention of title with care; in particular he is obliged from the readiness for shipment on to sufficiently insure the supplies on his one account against fire-, water-, theft- damage to the replacement value. If maintenance or inspection work is required, the Purchaser must carry it out at his own expense in a timely manner.

5. Preliminary test and acceptance

Insofar as a preliminary test or acceptance of the Supplies has been agreed, this shall be carried out in accordance with the rules of the following paragraphs:

5.1 Preliminary testing takes place in the Supplier's factory. The pre-acceptance date will be defined in the project plan and will be communicated to the Purchaser 14 days in advance. The proper execution of all parts of the delivery item is checked. If major defects are found, by which the use of the delivery item is not only negligibly impaired, the pre-acceptance must be repeated, otherwise the pre-acceptance is successful. The repetition will take place on an appointment, taking into account all circumstances as soon as possible. A record of the successful pre-acceptance must be drawn up, including, where appropriate, a list of the deficiencies identified and the planned deadline for removal.

5.2 If the Purchaser is in default with the preliminary test or acceptance, the Supplier is entitled, after setting a grace period of another fourteen days, to withdraw from the contract and/or to demand compensation. It is not necessary to set a period of grace if the customer seriously or finally refuses the preliminary test or acceptance or is clearly unable to pay the agreed purchase price within this time.

6. Time for Supplies; Delay

6.1. The delivery time results from the agreements of the contracting parties. Their compliance by the Supplier presupposes that all commercial and technical questions between the contracting parties have been clarified and the Purchaser has fulfilled all his obligations. These include, in particular, compliance with the agreed payment dates and the submission of the required approvals and clearances. If this is not the case, the delivery time will be extended accordingly. This does not apply if the Supplier is responsible for the delay.

6.2 If non-observance of the times set is due to:

6.2.1 Force majeure, such as mobilization, war, terror attacks, rebellion or similar events (e. g. strike or lock-out);

6.2.2 virus attacks or other attacks on the Supplier's IT systems occurring despite protective measures were in place that complied with the principles of proper care; or

6.2.3 hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or to other circumstances for which Supplier is not responsible; such times shall be extended accordingly.

6.3 If the Supplier is responsible for the delay (hereinafter referred to as "Delay"), the Purchaser may claim a com-

compensation as liquidated damages of 0.5 % for every completed week of Delay, but in no case more than a total of 5 % of the price of that part of the supplies which due to the Delay could not be put to the intended use. Prerequisite is that the Purchaser has demonstrably suffered a loss therefrom.

6.4 The Purchaser's claims for damages due to delayed Supplies as well as claims for damages in lieu of performance exceeding the limits specified in No. 3 above are excluded in all cases of delayed Supplies, even upon expiry of a time set to the Supplier to effect the supplies. This shall not apply in cases of liability based on intent, gross negligence, or due to loss of life, bodily injury or damage to health. Rescission of the contract by the Purchaser based on statute is limited to cases where the Supplier is responsible for the delay. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser.

6.5 At the Supplier's request, the Purchaser shall declare within a reasonable period of time whether it, due to the delayed supplies, rescinds the contract or insists on the delivery of the supplies.

6.6 If dispatch or delivery, due to Purchaser's request, is delayed, the Purchaser may be charged, for every additional month commenced, storage costs of 0.5 % of the price of the items of the supplies, but in no case more than a total of 5 %. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

7. Passing of Risk

7.1 The risk shall also be transferred to the Purchaser in the case of carriage paid delivery if it has been brought for shipment or has been picked up or ready for shipment has been reported by the supplier, even if partial deliveries or other services, e.g. installation, assumption of shipping costs or delivery by the Supplier have been taken over. Upon the Purchaser's request, the Supplier shall insure the delivery against the usual risks of transport at the Purchaser's expense.

7.2 If the dispatch or the delivery or the notification of readiness for dispatch is delayed or prevented for reasons for which the Purchaser is responsible or if the Purchaser is in default of acceptance for other reasons, the risk shall pass to the Purchaser.

8. Receiving Supplies

The Purchaser is obliged to make an incoming inspection of all deliveries before further processing. If the Purchaser detects any defects, the Purchaser shall immediately inform the Supplier. If the Purchaser fails to conduct an incoming inspection, the Purchaser shall be barred from making any claims against the Supplier. This shall not apply for latent defects that could not have been discovered at the time of the incoming inspection. The Purchaser

shall have six (6) months to discover and report such latent defect(s), if any. Otherwise, the Purchaser may not claim any warranty thereon regardless of whether there is any negligence on part of the Supplier. The Supplier explicitly does not waive the objection of a belated notification of deficiencies according to § 377 HGB German Commercial Law, Delayed Complaint.

9. Defects as to Quality

The Supplier shall be liable for defects ("Sachmängel", hereinafter referred to as "Defects"), as to the quality of Supplies or services rendered as follows:

9.1 Defective parts or defective services shall be, at the Supplier's discretion, repaired, replaced or provided again free of charge, provided that the reason for the defect had already existed at the time when the risk passed. The rectification of one of the deficiencies by means of rectification by removal of the defect or the delivery of a defect-free object does not constitute acknowledgment. If the delivery item is partly renewed by way of supplementary performance, the statute of limitation shall only be renewed in respect of defective and renewed parts. For used parts no warranty is accepted.

9.2 Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply where longer periods are prescribed by law according to Sec. 438 para. 1 No. 2 (buildings and things used for a building), Sec. 479 para. 1 (right of recourse), and Sec. 634a para. 1 No. 2 (defects of a building) German Civil Code ("Bürgerliches Gesetzbuch"), in the case of intent, fraudulent concealment of the Defect or non-compliance with guaranteed characteristics ("Beschaffenheitsgarantie"). The legal provisions regarding suspension of the statute of limitations ("Ablaufhemmung" "Hemmung") and commencement of limitation periods shall be unaffected.

9.3 Notifications of Defect by the Purchaser shall be given in written form without undue delay.

9.4 In the case of notification of a Defect, the Purchaser may withhold payments to an amount that is in a reasonable proportion to the Defect. The Purchaser, however, may withhold payments only if the subject-matter of the notification of the Defect involved is justified and incontestable. The Purchaser has no right to withhold payments to the extent that its claim of a Defect is time-barred. Unjustified notifications of Defect shall entitle the Supplier to demand reimbursement of its expenses by the Purchaser.

9.5 The Supplier shall be given the opportunity to repair or to replace the defective good ("Nacherfüllung") a reasonable period of time.

9.6 There shall be no claims based on Defect in cases of

insignificant deviations from the agreed quality, of only minor impairment of usability, of natural wear and tear, or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective civil works, inappropriate foundation soil, or claims based on particular external influences not assumed under the contract. Claims based on defects attributable to improper modifications or repair work carried out by the Purchaser or third parties and the consequences thereof are likewise excluded.

9.7 The Purchaser shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel, transport, labor, and material, to the extent that expenses are increased because the subject matter of the supplies has subsequently been brought to another location other than the Purchaser's branch office, unless doing so complies with the normal use of the supplies.

9.8 The Purchaser's right of recourse against the Supplier pursuant to Sec. 478 BGB is limited to cases where the Purchaser has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on Defects. Moreover, No. 9.7 above shall apply mutatis mutandis to the scope of the right of recourse the Purchaser has against the Supplier pursuant to Sec. 478 para. 2 BGB.

9.9 The Purchaser shall have no claim for damages based on Defects. This shall not apply to the extent that a Defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of loss of life, bodily injury or damage to health, and/or intentionally or grossly negligent breach of contract on the part of the Supplier. The above provisions do not imply a change in the burden of proof to the detriment of the Purchaser. Any other or additional claims of the Purchaser exceeding the claims provided for in this Article 9, based on a Defect, are excluded.

9.10 If the Purchaser or a third party improperly reworks, there is no liability of the Supplier for the resulting consequences. The same applies to changes made to the supplies without the prior consent of the Supplier.

9.11 During the warranty, the Purchaser can be expected to carry out any work according to the instructions of the Supplier. The costs are borne by the Supplier if he is responsible for the damage.

10. Assembly

10.1 If the assembly of the Supplies has been agreed, the Purchaser shall reimburse the Supplier for any installation expenses incurred in accordance with the Supplier's assembly instructions, as far as no fixed price is agreed.

10.2 The Purchaser must have completed all construction work that may be required prior to commencement of installation so that assembly can be started immediately after delivery and can be carried out without interruption.

Any built substructure must be completely dry and set. The rooms in which the assembly is to be made must be adequately protected against external influences, be well lit and have an exuberant warming.

10.3 For the storage of machine parts, materials, tools etc. the Purchaser has to provide a dry, lighted and washable room, which is under supervision.

10.4 The Purchaser has to take care of and to provide them on time on his expenses:

- The unloading of the means of transport and the transport of the Supplies to the place of assembly.
- Auxiliary teams and skilled workers in the number deemed necessary by the Supplier.
- The devices and Supplies required for the erection and commissioning.

10.5 The transport risk for necessary for assembly and brought by the Supplier tools and items shall be borne by the Purchaser, as far as no fault of the Supplier or one of its vicarious agents exists.

11. Final Acceptance

Insofar as a final acceptance of the delivery item has been agreed, this is done according to the rules of the following paragraphs:

11.1 Final acceptance takes place after delivery, installation, commissioning and notification of operational readiness at the place of installation. The final acceptance is not contrary to defects which only negligibly affect the use of the delivery item. A record of the final acceptance shall be drawn up and signed by both parties.

11.2 The Purchaser is obliged to accept the delivery item within 3 days after notification of readiness for operation, unless he is temporarily prevented from taking the final acceptance without his fault. The effects of the final acceptance also occur if the Purchaser does not accept the delivery item within the above periods, although he was obliged to do so.

11.3 If the Purchaser is in default with the final acceptance, the Supplier is entitled, after setting a period of grace of a further five days, to withdraw from the contract and / or claim damages. It is not necessary to set a period of grace if the Purchaser seriously or definitively refuses the final acceptance or if he is manifestly unable to pay the agreed purchase price within this time.

12. Industrial Property Rights and Copyrights; Defects in Title

12.1 Unless otherwise agreed, the Supplier shall provide the Supplies free from third parties' industrial property rights and copyrights (hereinafter referred to as "IPR") with respect to the country of the place of origin only. If a third party asserts a justified claim against the Purchaser based on an infringement of an IPR by the Supplies made by the Supplier and used in conformity with the contract,

the Supplier shall be liable to the Purchaser within the time period stipulated in Article 9 No. 2 as follows:

12.1.1 The Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies such that they no longer infringe the IPR or replace them. If this would be impossible for the Supplier under reasonable conditions, the Purchaser may rescind the contract or reduce the remuneration pursuant to the applicable statutory provisions;

12.1.2 The Supplier's liability to pay damages is governed by Article 16.

12.1.3 The above obligations of the Supplier shall apply only if the Purchaser (i) immediately notifies the Supplier of any such claim asserted by the third party in written form, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the Supplier's discretion. If the Purchaser stops using the Supplies in order to reduce the damage or for other good reason, it shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

12.2 Claims of the Purchaser shall be excluded if it is responsible for the infringement of an IPR.

12.3 Claims of the Purchaser are also excluded if the infringement of the IPR is caused by specifications made by the Purchaser, by a type of use not foreseeable by the Supplier or by the Supplies being modified by the Purchaser or being used together with products not provided by the Supplier.

12.4. In addition, with respect to claims by the Purchaser pursuant to 12.1.1 above, Article 9 Nos. 4, 5, and 8 shall apply mutatis mutandis in the event of an infringement of an IPR.

12.5 Where other defects in title occur, Article 8 shall apply mutatis mutandis.

12.6. Any other claims of the Purchaser against the Supplier or its agents or any such claims exceeding the claims provided for in this Article 12, based on a defect in title, are excluded.

12.7 The Supplier will not be responsible for any duties which may apply by bringing any products into circulation outside of Germany.

13. Use of software

13.1 If software is included in the Supplies, the Purchaser is granted a non-exclusive right to use the supplied software including its documentation. It is let for use on the intended delivery item. Use of the software on more than one system is prohibited.

13.2 The Purchaser may only reproduce, revise, translate or convert the software from the source code to the extent permitted by law (§69a ff UrhG). The Purchaser undertakes not to remove manufacturer information – in particular copyright notices – or to modify it without the prior express consent of the Supplier.

13.3 All other rights to the software and the documentation including the copies remain with the Supplier and the software supplier. Sublicensing is not permitted.

14. Conditional Performance

14.1 The performance of this contract is conditional upon that no hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or any embargos or other sanctions exist.

14.2 The Purchaser shall provide any information and Documents required for export, transport and import purposes.

15. Impossibility of Performance; Adaptation of Contract

15.1 To the extent that delivery is impossible, the Purchaser is entitled to claim damages, unless the Supplier is not responsible for the impossibility. The Purchaser's claim for damages is, however, limited to an amount of 10 % of the value of the part of the Supplies which, owing to the impossibility, cannot be put to the intended use. This limitation shall not apply in the case of liability based on intent, gross negligence or loss of life, bodily injury or damage to health; this does not imply a change in the burden of proof to the detriment of the Purchaser. The Purchaser's right to rescind the contract shall be unaffected.

15.2 Where events within the meaning of Article 6.2.1 to 6.2.3 substantially change the economic importance or the contents of the Supplies or considerably affect the Supplier's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. To the extent this is not justifiable for economic reasons, the Supplier shall have the right to rescind the contract. The same applies if required export permits are not granted or cannot be used. If the Supplier intends to exercise its right to rescind the contract, it shall notify the Purchaser thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period has previously been agreed with the Purchaser.

16. Other Claims for Damages

16.1 Unless otherwise provided for in the present General Conditions, the Purchaser has no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort. This applies in particular to so called consequential damage, such as loss of production or loss of profit. The Supplier is not liable for installation and removal costs. Sec 439 para 3 BGB is waived.

16.2 This does not apply if liability is based on:

16.2.1 The German Product Liability Act ("Produkthaftungsgesetz");

16.2.2 intent;

16.2.3 gross negligence on the part of the owners, legal representatives or executives;

16.2.4 fraud;

16.2.5 failure to comply with a guarantee granted;

16.2.6 negligent injury to life, limb or health; or

16.2.7 negligent breach of a fundamental condition of contract ("wesentliche Vertragspflichtungen").

16.3 However, claims for damages arising from a breach of a fundamental condition of contract shall be limited to the foreseeable damage which is intrinsic to the contract, provided that no other of the above case applies.

16.4 The above provision does not imply a change in the burden of proof to the detriment of the Purchaser.

17. Term of contract

The Supplier is entitled to extraordinary termination of a contract without notice,

17.1 If the shareholder structure of the Purchaser changes, unless this cannot affect the Suppliers legitimate interests; or

17.2 If a significant deterioration of the Purchaser's financial situation or the value of a security lodged by the Purchaser occurs following conclusion of the contract or only becomes recognizable following conclusion of the contract and threatens the fulfilment of a liability towards the Supplier - even after liquidating a security existing for this purpose; or

17.3 If the Purchaser is insolvent, an application has been filed for the initiation of insolvency proceedings on the assets of the Purchaser, such proceedings have been opened or rejected for lack of assets or a similar event occurs in the jurisdiction of the Purchaser's domicile.

18. Venue and Applicable Law

18.1 If the Purchaser is a businessman, sole venue for all disputes arising directly or indirectly out of the contract shall be Münster / Westfalen. However, the Supplier may also bring an action at the Purchaser's place of business.

18.2 This contract and its interpretation shall be governed by German law, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

19. Severability Clause

The legal invalidity of one or more provisions of this agreement in no way affects the validity of the remaining provisions. This shall not apply if it would be unreasonably onerous for one of the parties to be obligated to continue the contract.