

General Conditions of Sale (valid from January 1st, 2019)

For the delivery of all new products by HEIDENHAIN NV (hereafter referred to as HEIDENHAIN), as well as all associated services, including delivery, installation and mounting services, the following apply:

- The "Orgalime S 2012 General Conditions for the Supply of mechanical, electrical and electronic products" (hereinafter referred to as "S 2012 conditions")
- The "Orgalime MI 18 Supplementary Conditions for Minor Installation Work concerning mechanical, electrical and electronic products delivered under Orgalime S 2012" (hereinafter referred to as "MI 18 conditions")
- The following, shipping conditions (all available at <http://www.heidenhain.be/onderneming/zakelijk/>).

General conditions from the Customer are not recognized. In case of contradictions, the following Conditions of Delivery have precedence over the S 2012 and MI 18 Conditions. For software provided irrespective of the delivery of associated hardware, the Licence Agreement shall apply exclusively (available at www.heidenhain.be)

- (1) Beyond the warranty against material defects governed under articles 23-39 of the S 2012 Conditions, HEIDENHAIN offers a guarantee for repairs and/or exchange in the event of failures in the function of HEIDENHAIN products. This guarantee for repair and/or exchange includes the following services: If a HEIDENHAIN product is or becomes defective within twenty-four (24) months after shipment, and if the customer asserts a claim within this period, HEIDENHAIN will repair or exchange the product. Whether a product is repaired or exchanged is decided by HEIDENHAIN. The services of this Guarantee for Repair and/or Exchange cannot be claimed if the parts in question are subject to wear, if the customer has caused the failure of the product function, or if the product was operated beyond the bounds of the specifications and/or was not used for its intended purpose. Both actions are taken at HEIDENHAIN's main facility. Other claims of the customer, for whatever legal reason, such as claims for damages and reimbursement of expenses/costs, cannot be derived from the above regulation. Furthermore, HEIDENHAIN strives to ensure product support (spare parts and service) for a period of at least ten (10) years after shipment (HEIDENHAIN service conditions)
- (2) Under no circumstances is HEIDENHAIN obligated to compensate for expenses for removal, installation or attachment of the repaired subsequently delivered goods. Furthermore, any rights of recourse are excluded if the end user is not a consumer.
- (3) HEIDENHAIN retains the right to change or modify the service promised, as long as the change or modification, taking into account the interests of HEIDENHAIN, is reasonable for the Customer, especially if it is a customary modification or change.
- (4) Dates identified in the offer, offer confirmation or shipping documents, as "Agreed date" or "Confirmed date" are legally binding dates, meaning that HEIDENHAIN would be in default regarding any delays in delivery by said date, unless HEIDENHAIN could prove that HEIDENHAIN is not responsible for the delays. Dates identified in the offer, offer confirmation or shipping documents, as "Planned date" or "Customer request date" are not legally binding dates, meaning that a separate complaint by the Customer is necessary in case of delay. If the Customer requested a waiting discount upon ordering, all dates mentioned above are not legally binding dates.
- (5) If HEIDENHAIN, although it is not at fault, does not receive, or does not receive in due time or form, from its suppliers merchandise or services that are necessary for the processing or manufacture of products or services to be provided by HEIDENHAIN to its customers, then HEIDENHAIN is obliged to announce this immediately to the customer and is entitled, within an appropriate period after occurrence of such delivery problems of the upstream supplier, to withdraw from the contract. In case of withdrawal from the contract, HEIDENHAIN is obliged to reimburse its customer without delay for its considerations, in particular its advance payments.
- (6) The design and properties of a new product are elucidated in the HEIDENHAIN group catalog descriptions. The basis for ordering from HEIDENHAIN is the catalog edition valid at the time the contract is made. However, design and property information provided in quotations for products actually ordered takes precedence.
- (7) If the product ordered by the Customer is a prototype or a pilot product (hereafter collectively referred to as a non-series product), then it has not been built in the normal flow of series production nor has it been inspected and tested as a series product. Use of a non-

series product is at the sole risk of, and danger to, the Customer, according to whose specific instructions the product was delivered in the form of a non-series product. It is therefore the Customer's responsibility to ensure that the non-series product is not used in active production equipment, but only in a sufficiently protected test environment. HEIDENHAIN is liable for damages caused by a non-series product only in cases of intent or gross negligence leading to physical damage, injury to health, or loss of life. The same applies if HEIDENHAIN provides software not yet released for productive application to the Customer for test purposes.

- (8) Prices are ex works and excluding packaging; value added tax shall be added at the then applicable rate. The payment conditions defined in article 19 of the S 2012 conditions are only applicable as long as the Customer is within his credit limit defined by HEIDENHAIN. If no credit limit exists or the limit has been exceeded, only full prepayment before delivery is applicable.
- (9) In all actions regarding delivery and services, the Customer will
 - comply with all operating manuals and other instructions from the manufacturer and/or HEIDENHAIN
 - employ only qualified operating and monitoring personnel,
 - conduct scheduled maintenance and care services according to the operating instructions and enter the results in the maintenance log,
 - inspect the software and machines or machine parts and the results achieved therewith, investigating anything out of the ordinary, and
 - test them carefully and according to the latest rules of technology, at first in nonproductive use, and use them productively only after testing has been completed successfully and the agreed-upon specifications are followed if these products, even and especially software, have been developed specifically for the Customer,
 - inspect for errors any information given to HEIDENHAIN by the Customer for products to be manufactured, such as reports, documentation, sketches and other proposals. HEIDENHAIN will make such an inspection only in exceptional cases, if such an action was agreed upon,
 - notify HEIDENHAIN immediately after discovering defects which were not noticed at the time of delivery, including a written description of the problem, how it occurred, and any effects thereof as exact as possible (in the form of a "complaint"); with acceptance of the "complaint" HEIDENHAIN reserves the right to destroy the device complained about in the course of detailed tests. The customer has the right to claim an equivalent compensatory device, which in case of an unjustified complaint will be charged to the customer's account in the amount of the original price of a new device.
 - inform HEIDENHAIN and give HEIDENHAIN the possibility to take reasonable correctional measures, especially to inspect and replace defective parts, before the Customer incurs any repair costs,
 - provide the equipment necessary for using the delivered goods in a timely manner in the current and required version, as well as any other required products from third parties.

End of General Conditions of Sale

Attached:

- ORGALIME S 2012 General Conditions for the Supply of mechanical, electrical and electronic products
- ORGALIME MI 18 Supplementary Conditions for Minor Installation Work concerning mechanical, electrical and electronic products delivered under ORGALIME S 2012

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GENERAL CONDITIONS for the SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

Brussels, March 2012

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- **“Contract”**: the agreement In Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;

- **“Gross Negligence”**: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

- **“In Writing”**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;

- **“the Product”**: the object(s) to be supplied under the Contract, including software and documentation.

PRODUCT INFORMATION

3. All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

DRAWINGS AND TECHNICAL INFORMATION

4. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

ACCEPTANCE TESTS

6. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

7. The Supplier shall notify the Purchaser In Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

8. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

9. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

DELIVERY. PASSING OF RISK

10. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.

If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by the Supplier.

If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

Partial delivery shall not be permitted, unless otherwise agreed.

TIME FOR DELIVERY. DELAY

11. If the parties, instead of specifying the date for delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as official formalities, payments due at the formation of the Contract and securities.

12. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the

Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected.

If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

13. If delay in delivery is caused by any of the circumstances mentioned in Clause 41, by an act or omission on the part of the Purchaser, including suspension under Clauses 21 and 44, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

14. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the purchase price.

If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages shall become due at the Purchaser's demand In Writing but not before delivery has been completed or the Contract is terminated under Clause 15.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.

15. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 14 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week.

If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause 14, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 14, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this Clause 15.

16. Liquidated damages under Clause 14 and termination of the Contract with limited compensation under Clause 15 shall

be the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

17. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier In Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.

If the Purchaser fails to accept delivery at the time for delivery, he shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

18. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 41, the Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period.

If, for any reason which is not attributable to the Supplier, the Purchaser fails to accept delivery within such period, the Supplier may by notice In Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the purchase price which is attributable to that part of the Product in respect of which the Contract is terminated.

PAYMENT

19. Payment shall be made within 30 days after the date of invoice.

Unless otherwise agreed, the purchase price shall be paid with one third at the formation of the Contract and one third when the Supplier notifies the Purchaser that the Product, or the essential part of it, is ready for delivery. The remaining part of the purchase price shall be paid when the entire Product is delivered.

20. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been irrevocably credited for the amount due.

21. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment and in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser In Writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss he incurs. Such compensation shall not exceed the agreed purchase price.

RETENTION OF TITLE

22. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause 10.

LIABILITY FOR DEFECTS

23. Pursuant to the provisions of Clauses 24-39, the Supplier shall remedy any defect or nonconformity (hereinafter termed defect(s)) resulting from faulty design, materials or workmanship.

24. The Supplier shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Purchaser.

25. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

26. The Supplier shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Purchaser, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Purchaser or to alterations carried out without the Supplier's consent In Writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.

27. The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

28. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 27 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

29. The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 27 or the extended period(s) under Clause 28, where applicable.

The notice shall contain a description of the defect.

If the Purchaser fails to notify the Supplier In Writing of a defect within the time limits set forth in the first paragraph of this Clause, he shall lose his right to have the defect remedied.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Supplier.

30. On receipt of the notice under Clause 29 the Supplier shall at his own cost remedy the defect without undue delay, as

stipulated in Clauses 23-39. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Repair shall be carried out at the place where the Product is located unless the Supplier deems it more appropriate that the Product is sent to him or a destination specified by him.

If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

31. The Purchaser shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.

32. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.

33. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the defect caused by the Product being located in a place other than the destination stated at the formation of the Contract for the Supplier's delivery to the Purchaser or – if no destination has been stated – the place of delivery.

34. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

35. If the Purchaser has given such notice as mentioned in Clause 29 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he incurs as a result of the notice.

36. If the Supplier does not fulfil his obligations under Clause 30, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary repair work at the risk and expense of the Supplier.

Where successful repair work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

37. Where the Product has not been successfully repaired, as stipulated under Clause 36,

a) the Purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the purchase price, or

b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it, the Purchaser may terminate

the Contract by notice In Writing to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for his loss, costs and damages up to a maximum of 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

38. Notwithstanding the provisions of Clauses 23-37 the Supplier shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in Clause 27 or from the end of any other liability period agreed upon by the parties.

39. Save as stipulated in Clauses 23-38, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

40. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 46.

The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of Gross Negligence.

FORCE MAJEURE

41. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties

such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

42. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.

43. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 41 for more than six months.

ANTICIPATED NON-PERFORMANCE

44. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing.

CONSEQUENTIAL LOSSES

45. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

DISPUTES AND APPLICABLE LAW

46. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

47. The Contract shall be governed by the substantive law of the Supplier's country.



SUPPLEMENTARY CONDITIONS

for

MINOR INSTALLATION WORK CONCERNING MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS DELIVERED UNDER ORGALIME S 2012

Brussels, June 2018

The parties' respective obligations are subject to the General Conditions for Supply of Mechanical, Electrical and Electronic Equipment, ORGALIME S 2012 with the following amendments and additions, which shall have priority over ORGALIME S 2012.

DEFINITION

1. The term "Installation" in these conditions refers to the Supplier's work to install the Product on the agreed site for installation and, if so specifically agreed, commissioning.

TIME FOR INSTALLATION

2. After delivery of the Product in accordance with ORGALIME S 2012, the Supplier shall install the Product in accordance with the terms and conditions herein.

If the time for Installation has not been agreed, the Supplier shall start Installation within one month of the Purchaser's request In Writing. Unless otherwise agreed, the Supplier is only obliged to perform Installation which is requested by the Purchaser within three months from delivery of the Product.

If the Purchaser fails to request Installation within the time limit and Installation consequently is not carried out, the Supplier is entitled to compensation for the loss he incurs.

WORKING CONDITIONS

3. The Purchaser shall make sure that the site is suitable for the Installation. The Purchaser shall be responsible for ensuring that the working conditions at the site comply with the applicable laws and regulations regarding working conditions. The Purchaser shall inform the Supplier's personnel about the safety regulations in force at the site and when using tools and equipment provided by the Purchaser. The Supplier shall inform the Purchaser if the Installation entails special risks.

PREPARATORY WORK ETC.

4. Unless otherwise agreed, the Purchaser shall at his own cost and in a workmanlike manner execute preparatory work such as:

- concrete works, foundations and other building work, plumbing, electric wiring and other necessary connections; mounting of beams, bolts, pillars and other fastening devices for the Product and connections to them; carpentry and brickwork, making holes, chiselling, mending and painting of parts not included in the Product.

The preparatory work shall be finished before the Supplier's personnel are scheduled to arrive at the site. Foundations and other structures shall be ready to bear the intended weight.

The Supplier shall at the time agreed or otherwise in good time provide the Purchaser with drawings, descriptions and other information necessary for the Purchaser to perform his obligations.

5. Unless otherwise agreed, the Purchaser shall free of charge on the Installation site provide water and power, including compressed air and electric power, and lockable storage facilities for the Supplier's equipment and the personal effects of the Supplier's personnel, all as necessary or as provided for in the Contract.

Unless otherwise agreed, the Purchaser shall free of charge put up scaffolding and place auxiliary labour and lifting equipment at the Supplier's disposal as necessary. The Supplier shall give the Purchaser one week's notice of his requirements in this respect.

The Purchaser shall further on or near the site free of charge provide satisfactory premises for changing, washing and eating.

PERSONNEL FACILITIES

6. The Purchaser shall ensure that the Supplier's personnel are able to obtain suitable and convenient board and lodging in the neighbourhood of the site and have access to internationally acceptable hygiene facilities and medical services.

DELAYED INSTALLATION

7. If the Supplier, after delivery of the Product, fails to start Installation within the time specified in Clause 2, the Purchaser may by notice In Writing require that Installation shall start within a final reasonable period, which shall not be less than one week. This shall not apply, however, if the delay is due to a circumstance for which the Purchaser is responsible or to Force Majeure.

If the Supplier fails to start Installation within such final period, the Purchaser may, after having notified the Supplier In Writing, himself carry out the Installation or employ a third party to do so. In such case the Supplier shall reimburse any additional costs for the Installation provided that the Purchaser acts in a reasonable manner.

If it will cause serious difficulties or unreasonable costs for the Purchaser to carry out Installation himself or through a third party, he may instead demand In Writing that the Supplier starts Installation within one month. If the Supplier fails to start Installation within this period, the Purchaser may terminate the Contract by notice In Writing and demand compensation for the damage he suffers. The compensation, including the liquidated damages that the Purchaser may be entitled to under ORGALIME S 2012 due to late delivery of the Product, shall not exceed 15

per cent of the price for the Product inclusive of Installation. If Installation is to be carried out on a time and cost basis, the compensation shall be calculated on the contract price for the Product with addition of 10 per cent or of any other percentage that may have been agreed by the parties.

Except for reimbursement of additional costs and termination with limited compensation under this Clause, the Purchaser shall have no further remedies against the Supplier for delayed Installation.

The remedies for late delivery of the Product are exclusively regulated in ORGALIME S 2012.

PAYMENT (AMENDMENT OF ORGALIME S 2012 CLAUSE 19)

8. Unless otherwise agreed, payment shall be made as follows:

a) When the cost of Installation is included in the contract price, the price shall be invoiced with

- 30 per cent at the formation of the Contract,
- 30 per cent at the Supplier's notice In Writing that the bulk of the Product is ready for delivery,
- 30 per cent at delivery of the Product and
- the remaining part when Installation is completed.

b) When Installation is carried out on a time basis, the price for the Product shall be invoiced with

- one third at the formation of the Contract,
- one third at the Supplier's notice In Writing that the bulk of the Product is ready for delivery and
- one third at delivery of the Product.

Installation shall be invoiced when it has been completed.

The invoiced amount, including value added tax if any, shall become due 30 days after the date of the invoice.

PERFORMANCE OF INSTALLATION

9. Installation shall be carried out during the Supplier's normal working hours.

10. Installation shall be completed within the time specified in the Contract or otherwise within a reasonable time with regard to the nature and the extent of the work.

If Installation has not been completed within such time the provisions of Clause 7 shall apply.

LIABILITY FOR DEFECTS

11. (Addition to ORGALIME S 2012 Clause 23) The Supplier's liability shall also cover defects due to faulty Installation performed by him.

12. (Amendment of ORGALIME S 2012 Clause 27) The Supplier's liability is limited to defects which appear within one year from the day when Installation was completed by the Supplier. If someone other than the Supplier carries out Installation pursuant to Clause 7, the defects liability period shall be calculated from the day when Installation was completed, but shall in no case start later than six months after delivery of the Product.

PASSING OF RISK. LIABILITY FOR DAMAGE

13. The risk of loss of or damage to the Product shall pass to the Purchaser in accordance with ORGALIME S 2012 Clause 10 or when the Product is otherwise handed over to the Purchaser. During Installation the Supplier shall be liable for loss of or damage to the Product if such loss or damage is caused by negligence on the part of the Supplier or someone for whom he is responsible.

The Supplier shall under no circumstances be liable for loss of production, loss of profit or other consequential economic loss unless he has been guilty of Gross Negligence.

PAYMENT FOR EXTRA WORK AND WAITING TIME

14. If Installation is impeded or delayed due to a failure by the Purchaser to perform his obligations, including those specified in Clauses 3, 4, 5 and 6, or otherwise due to circumstances for which the Purchaser is responsible, the Supplier shall be entitled to compensation for additional costs, extra work and waiting time. Unless otherwise agreed, such compensation shall be charged in accordance with the Supplier's current terms.