

General Terms and Conditions regarding Services provided by Manz AG

1. Scope; side agreements

- 1.1 These General Terms and Conditions regarding Services provided by Manz AG (hereinafter referred to as these “**General Terms and Conditions**”) shall apply to all business relationships between Manz AG and the customer, even if not expressly mentioned in subsequent agreements.
- 1.2 Any terms and conditions of the customer that conflict with, are in addition to, or deviate from these General Terms and Conditions shall not form part of the agreement unless Manz AG expressly consents in writing to their applicability. These General Terms and Conditions also apply if Manz AG unconditionally executes a delivery or service for the customer having knowledge of the customer’s conflicting, additional, or deviating terms and conditions.
- 1.3 No oral side agreements have been made. Side agreements and changes to these General Terms and Conditions shall be made in writing to be effective. The same shall apply to any waiver of this requirement of the written form.
- 1.4 Manz AG’s rights as stipulated by law or by any other agreements beyond these General Terms and Conditions shall remain unaffected.

2. Finalizing agreements; conducting credit assessments

- 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 and finalizing an agreement.
- 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 or the service is provided by Manz AG. Manz AG shall not be bound by order confirmations that contain any obvious errors, typographical errors, or calculation errors.
- 2.4 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. Services

- 3.1 Subject to the respective individual agreement, Manz AG shall provide the following services:
 - inspection and maintenance;
 - troubleshooting;
 - repair work at the customer’s premises;
 - in-house repair work;
 - alterations and extensions(hereinafter referred to as the “**Services**”).
- 3.2 The scope of the Services shall be specified in the respective order confirmation or in the respective agreement entered into by and between the parties.
- 3.3 Typically, Manz AG shall provide the Services Mondays through Fridays between 8:00 a.m. and 5:00 p.m. except on bank holidays occurring in the state of Baden-Württemberg (hereinafter referred to as “**Regular Business Hours**”). The parties shall agree on the specific date(s) for the provision of the Services at the customer’s premises. Manz AG shall use its best efforts to meet the customer’s requests regarding dates; however, the customer shall not be entitled to a preferred date.
- 3.4 The Services shall be provided by qualified technicians (hereinafter referred to as “**Service Technicians**”) who shall specify the Services provided in a report (hereinafter referred to as “**Servicereport**”) except for in-house repair work. The customer shall sign the Servicereport after the Services have

been provided. The Servicereport also shall serve as a record of performance.

- 3.5 Services provided by Manz AG shall not include supply or drain pipes such as those required for electricity, air, water, or suction or other works outside of the facilities to be serviced. In particular, the Services shall not include disposal of defective or replaced components. Defective or removed components shall remain the property of the customer unless the parties have agreed that Manz AG only is to provide the spare part against the return of the defective or removed component; in this case, ownership of the defective or removed component shall be transferred to Manz AG upon removal.
- 3.6 Repair work and troubleshooting services only shall be provided to the extent possible and sensible from an economic perspective. If repairing and/or troubleshooting are not possible or not sensible from an economic perspective, the responsible Service Technician shall notify the customer and the parties shall agree mutually on a course of action.
- 3.7 If a safety risk has been identified for which Manz AG is not responsible, the provision of Services shall be discontinued until the risk has been eliminated. In this case, the customer shall not be entitled to assert any claims against Manz AG.

4. Inspection and maintenance services

To the extent the parties have agreed upon the provision of inspection and maintenance services, the following rules shall apply:

- 4.1 Unless agreed otherwise in writing, every inspection shall include the following steps:
 - identifying and assessing the current state of the machines including reviewing the system configuration and settings; and
 - conducting a performance test and documenting the maintenance services to be carried out by the customer.
- 4.2 Unless agreed otherwise in writing, maintenance services shall include
 - the Services as specified in the respective offer.
- 4.3 Unless agreed otherwise in writing, inspection and maintenance services shall be executed at the discretion of the responsible Service Technician.
- 4.4 Unless agreed otherwise in writing, with regard to inspection and maintenance services that must be provided regularly, Manz AG shall not be responsible for controlling compliance with the respective schedules.

5. Troubleshooting; on-site repair work

- 5.1 Manz AG shall be entitled to schedule the remedy of reported disturbances together with its regular inspection or maintenance services unless the parties have agreed in writing on prompt troubleshooting services or have scheduled troubleshooting services to be performed on specific dates.
- 5.2 The Service Technicians shall use test programs and devices, special tools, and/or other means to diagnose errors on site.
- 5.3 The responsible Service Technicians shall decide on site whether a component must be repaired or replaced.

6. In-house repair work; provisional components

To the extent the parties have agreed on in-house repair work, the following rules shall apply:

- 6.1 At its own expense and risk the customer shall either deliver or have delivered the components to be repaired at Manz AG’s premises or to the shipment address provided by Manz AG and shall indicate Manz AG’s reference number (see 10.2 below). Also at its own expense and risk the customer shall accept the return shipment of the components by Manz AG to the delivery

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address provided by the customer. This rule shall not apply if the parties have agreed otherwise in writing.

6.2 If agreed upon by the parties in writing, at the customer's request Manz AG can provide the customer with an interim component for use during the duration of the in-house repair work subject to a fee (hereinafter referred to as "**Provisional Component**"). Shipment of the Provisional Component shall be at the customer's expense and risk. Ownership of any Provisional Component shall be retained by Manz AG. While the Provisional Component is in the customer's possession, the customer shall treat it with care.

6.3 At its own expense and risk the customer shall return the Provisional Component to Manz AG within ten (10) business days after receipt of the Customer's own component repaired in-house by Manz AG and no later than 15 business days after Manz AG ships the repaired component to the customer. Compliance with such deadline shall depend on the date Manz AG receives the returned Provisional Component. If Manz AG does not receive a Provisional Component even after expiration of an extended deadline set by Manz AG, the customer shall be liable to pay fees of 0.5% of the net fair value of the component per commenced week of the delay, but no more than 5% of the net fair value, unless the customer is not responsible for such delay. The customer shall be entitled to prove that Manz AG has not suffered damage or has suffered less damage than asserted. After expiration of four weeks, Manz AG shall have the right to invoice the customer for the respective net fair value plus statutory sales tax. If the customer already has paid fees to Manz AG for a delay, such payment shall be offset with the net fair value. All other claims for damages by Manz AG shall remain unaffected. Should the state of a Provisional Component be inadequate when such Provisional Component is returned, Manz AG reserves the right to invoice the customer for up to 30% of the net fair value for repairing the Provisional Component. The customer shall be entitled to prove that Manz AG has not suffered damage or has suffered less damage than asserted. All other claims to be asserted by Manz AG shall remain unaffected.

7. Delivery

7.1 Service periods and delivery dates shall be agreed upon in writing and shall not be binding unless confirmed as binding by Manz AG in writing in advance.

7.2 Service periods shall commence with the dispatch of the respective order confirmation by Manz AG. Compliance with service periods shall be subject to the customer meeting all its obligations in a timely manner and in accordance with the respective agreement.

7.3 Service periods shall be deemed to be complied with if the responsible Service Technicians depart to the place of performance before the respective service period expires. Manz AG shall not be obligated to finalize a service within the agreed upon service period.

8. Acceptance

8.1 The customer shall be obligated to provide written acceptance of the Services. Such written acceptance shall be deemed to have been made upon the signing of the Servicereport. The customer also shall be deemed to have provided written acceptance of the Services if the customer does not accept the Services within a reasonable period defined by Manz AG despite being obligated to do so, or if the customer uses the facilities to be serviced after the Services have been completed.

8.2 The parties shall be entitled to request partial acceptance. Accordingly, 8.1 above shall apply to partial acceptance.

9. Customer's obligations

9.1 The customer's main duties regarding the operation of the facilities to be serviced include, but are not limited to, using said facilities in accordance with the user manual, carrying out functional controls, replacing consumables at reasonable intervals, and cleaning the facilities to be serviced in accordance with the user manual.

9.2 The customer undertakes to maintain the facilities to be serviced properly and regularly and at its own expense and risk. This provision shall not apply if pursuant to the respective agreement Manz AG is responsible for the maintenance services. The customer shall document the maintenance services carried out by it and without being requested to do so shall provide such documentation to Manz AG when Manz AG provides the Services.

9.3 For maintenance and other recreating work on the facilities to be serviced, the customer shall use only components produced by the original manufacturer or components of identical quality.

9.4 In the event of disturbances, the customer promptly shall take the required measures to protect people and property and promptly shall notify Manz AG thereof in writing. As soon as a disturbance has been identified, use of the affected facility shall be discontinued unless with the previous written consent of Manz AG.

9.5 If Service Technicians work at the customer's premises, the customer shall grant them access to the facilities to be serviced during Regular Business Hours and shall ensure that qualified contact persons are on site while the Services are being provided. For the duration of the provision of the Services the Service Technicians shall be free to use the facilities to be serviced at their discretion and, in particular, shall not be interrupted by production activities. Moreover, pursuant to the law the Service Technicians shall be trained in a timely manner before providing the Services with respect to the applicable regulations regarding accident prevention and to any special regulations to be complied with at the customer's site.

9.6 The customer shall warrant that the required supply connections are available and that the facilities to be serviced are shielded from other operations in a timely manner before commencement of the provision of the Services and shall remain shielded for the duration of the provision of the Services.

9.7 The customer undertakes to back up all data saved in connection with the operation of the facilities to be serviced at its own expense regularly and before commencement of the provision of the Services and to this end undertakes to deploy appropriate back-up software, and to develop and apply relevant and reasonable strategies to recover any lost data. In addition, at its own expense the customer shall take reasonable and relevant measures to keep the software for the facilities to be serviced free of viruses. To this end, the customer shall use updated virus scan software and other relevant means.

9.8 Manz AG shall be entitled to pass on to the customer all additional costs caused by the customer, for example, if the customer fails to carry out a required thorough cleaning before the Services are provided, if the customer fails to adhere to agreed upon deadlines, or if the facilities to be serviced must be made accessible because the customer fails to grant access in a timely manner.

9.9 The customer shall notify Manz AG in writing promptly and no later than before the commencement of the provision of the Services of any and all changes relating to the facilities to be serviced, to its operations, or to measures taken by the customer that could impair Manz AG's contractually agreed upon obligations or the safety of the Service Technicians.

9.10 The customer undertakes to provide Manz AG at no cost and in a timely manner with an adequate number of those components and tools which Manz AG deems to be required or reasonable to provide the respective Services including, but not limited to, for (re)commissioning or adjusting and testing the facilities to be serviced both before and during the provision by Manz AG of the Services. The aforementioned components and tools shall

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meet the general levels of tolerance and the customer's standards.

be rejected due to lack of assets, Manz AG shall have the right to rescind the underlying agreement in full or in part.

10. Dispatch; shipment of facilities to be serviced

- 10.1 All costs incurred in connection with shipment including, but not limited to, customs, fees, duties and packaging shall be borne by the customer.
- 10.2 The customer undertakes to contact Manz AG's spare parts department at spareparts@manz.com to request a Manz AG reference number before shipping a facility to be serviced. Shipments or returns without a Manz AG reference number cannot be processed or can only be processed with delay.

11. Quotations

Manz AG shall issue a quotation upon the customer's request. Such quotation shall comprise a non-binding estimate. Manz AG shall notify the customer during the provision of the Services if it is foreseeable that the actual costs will exceed the net price listed in the quotation by more than 20%. In this case, the customer shall be entitled to terminate the agreement. Such right shall lapse upon the acceptance of the Services by the customer. If the customer does not execute its right to terminate the agreement, it shall be liable to remunerate the actual costs incurred.

12. Remuneration; Payment

- 12.1 Unless agreed otherwise in writing, Manz AG shall provide the customer with an invoice for the Services provided based on the Servicereport, that is, depending on the hours worked, travel costs, and other expenses as well as on the spare parts used. Unless agreed otherwise, the prices shall be as specified in the price list applicable at the time of the provision of the Services excluding statutory sales tax. Unless agreed otherwise in writing, prices shall be in euros.
- 12.2 In the event of disturbances or damage to a facility to be serviced caused by handling errors, misuse, inadequate transport or relocation, interference, fire, water, war, natural disaster, force majeure or similar circumstances, Manz AG shall be entitled to invoice the respective Services separately even if the parties have agreed on a lump sum amount for a full-service package.
- 12.3 Unless agreed upon otherwise, invoices shall be settled within 14 days after issuance. The date of payment shall be the date on which Manz AG can disperse the funds. In the event of delayed payment, the customer shall pay interest in arrears of nine (9) percentage points above the respective basic interest rate per year. Further claims to be asserted by Manz AG shall remain unaffected.
- 12.4 In the event of cross-border transactions, payment shall be made before the Services are provided unless agreed upon otherwise in writing.
- 12.5 If the Services are provided outside the Federal Republic of Germany and if they are subject to taxes in the respective jurisdiction, the customer shall pay such taxes in full directly to the responsible authorities. If the laws of such jurisdiction stipulate that such taxes are to be paid to the responsible authorities by Manz AG, the customer shall notify Manz AG in writing in a timely manner of the amount and of the recipient and shall pay the relevant amount to Manz AG in full. The customer shall release Manz AG promptly from all claims arising in connection with any tax liability brought forward against Manz AG by any taxation authority.
- 12.6 Should the customer's financial situation deteriorate substantially or should insolvency or similar proceedings with regard to the customer's assets be filed for justified reasons but

13. Poor provision of Services

- To the extent that the Services provided are deemed to be work performances, the following rules shall apply:
- 13.1 For supplementary performance in the event the Services provided are proven to be defective, Manz AG shall be free to choose to eliminate the defect or to create new works. In cases of supplementary performance, Manz AG shall bear all costs incurred in connection therewith including, but not limited to, expenses for transport, road fees, labor, and materials provided such costs are not increased by the fact that the facilities to be serviced have been relocated to a location other than the site at which the Services were provided. Personnel and material costs claimed by the customer in this regard shall be calculated on the basis of the net costs.
 - 13.2 If Manz AG is not willing or not able to provide supplementary performance, the customer is free to rescind the agreement or reduce the price regardless of any claims for damages or reimbursement. The same shall apply if the supplementary performance fails, if the customer cannot be expected to accept it, or if it is delayed for an unreasonable period of time for reasons for which Manz AG is responsible.
 - 13.3 The customer cannot assert any claims with respect to changes or repair work to the facilities to be serviced made improperly by the customer or third parties or with respect to defects resulting from normal wear and tear including, but not limited to, components subject to wear or improper handling, installation, use, or storage. The same shall apply to defects for which the customer is responsible, or which occur due to a technical reason other than the original defect.
 - 13.4 The customer shall not be entitled to assert claims for reimbursement of expenses instead of claims for damages in lieu of receiving the agreed upon Services provided that such expenses would not also have been incurred by a reasonable third party.
 - 13.5 Unless agreed otherwise in individual cases and in writing, Manz AG shall not assume any guarantee including, but not limited to, for condition or shelf life.
 - 13.6 The customer's right to claim defects shall be barred after a limitation period of one year. If the defect is on buildings or works the success of which lies in the provision of planning or supervisory services, the limitation period shall be five years. Five years also shall be the limitation period for initiating claims resulting from unlawful acts based on defective Services. The limitation period shall commence with the acceptance of the Services. The reduced limitation period shall not apply to Manz AG's unlimited liability for damages resulting from a breach of guarantee or from harm to life, body, or health, from intent or gross negligence or from defective products, or to the extent Manz AG has assumed procurement risk. Manz AG's response to the assertion of a claim for defects asserted by the customer shall not be deemed to be the entry of Manz AG into negotiations regarding such claims or regarding the circumstances on which such claims are based provided such claims have been rejected in full by Manz AG.

14. Liability of Manz AG

- 14.1 Manz AG's liability for damages resulting from a breach of guarantee or harm to life, body, or health shall be unlimited. The same shall apply in the event of intent or gross negligence or to the extent Manz AG has assumed the procurement risk. In the event of minor negligence, Manz AG's liability shall be limited to violations of key obligations resulting from the nature of the respective agreement, which obligations are particularly important to the fulfillment of such agreement. In the event of violations of such obligations, of delay, or of impossibility, Manz AG's liability shall be limited to such damages that typically are

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- to be expected as part of the respective agreement. Statutory liability for defective products shall remain unaffected.
- 14.2 To the extent Manz AG's liability is excluded or limited, such exclusion or limitation also shall apply to the personal liability of Manz AG's employees, staff members, representatives, and agents.
- 15. Third-party property rights**
- The customer shall warrant that the use of drawings, samples and/or models provided by the customer to Manz AG as well as the delivery of products created on the basis of such drawings, samples and/or models are not in violation of any domestic or foreign patents, utility models, licenses or other third-party property rights or copyrights. This provision shall not apply if the drawings, samples and/or models were created by Manz AG. The customer shall release Manz AG from any and all claims asserted by third parties towards Manz AG due to an infringement of such rights based on the use of drawings, samples and/or models or on the delivery of products created on the basis of such drawings, samples and/or models. Such obligation to release Manz AG shall include all expenses Manz AG incurs in connection with such claims; however, such obligation shall not apply if the customer is not responsible for the infringement of such third-party property rights.
- 16. Transfer of rights and obligations; offset; right of retention**
- 16.1 Manz AG shall be entitled to transfer its rights and obligations under the respective agreement to third parties including, but not limited to, having the Services provided by third parties.
- 16.2 The customer shall have the right to offset counterclaims only if they have been determined by a court or are undisputed.
- 16.3 The customer can assert its right to retention only if its counterclaim is based on the same agreement.
- 17. Force majeure**
- 17.1 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 obligation to provide the Services, it shall reimburse the customer for any and all advance efforts, especially advance payments made.
- 17.2 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. At the customer's request, after such period has expired Manz AG shall state whether it wants to provide the Services within a reasonable period of time or to exercise its right to rescind the agreement.
- 18. Confidentiality**
- 18.1 For five years after the Services have been provided the Parties shall be obligated to keep confidential all information that becomes available to them that is or may be deemed to be confidential or is otherwise identifiable as a business or trade secret and shall not record, forward, or exploit such information unless necessary to further the business relationship.
- 18.2 The aforementioned obligations shall not apply to information that verifiably was made available to the receiving party before the business relationship was entered into or that was known or accessible publicly before the business relationship was entered into or that became publicly known or accessible through no fault of the receiving party. The receiving party shall have the burden of proof.
- 18.3 By means of appropriate agreements to be entered into with their employees and representatives including, but not limited to, freelancers, contractors and service providers, the parties shall ensure that such persons refrain from using, forwarding, or illegally recording such business and trade secrets for personal purposes for a period of five years after the provision of the Services.
- 18.4 Each party undertakes to return to the other party all documents containing confidential information upon termination of the business relationship without being requested to do so.
- 19. Final provisions**
- 19.1 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.
- 19.2 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.
- 19.3 Any contracts entered into between Manz AG and the customer shall be subject to German law under exclusion of the CISG.
- 19.4 Should any of the provisions of these General Terms and Conditions be or become invalid or unenforceable in full or in part or should there be a gap in these General Terms and Conditions, the validity of the remainder of the provisions of these General 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 General Terms and Conditions had the parties thought to include a provision relevant to the matter before entering into the agreement.