

GENERAL TERMS & CONDITIONS OF INSTALLATION

(November 2018)

1. General provisions, scope of validity

- 1.1 These general terms and conditions of installation of HENNECKE-OMS (hereinafter: "Hennecke") cover the dispatching of personnel for installation and the provision of assembly services, carried out on behalf of professionals, companies, legal persons, entities under public law, associations, foundations, and more generally all commercial relations with parties other than consumers as defined in Legislative Decree 206/05 as amended (hereinafter the "Client").. If there are agreements between Hennecke and the Client concerning different services, the distinct and separate general terms and conditions will apply. They can be found by consulting the website: www.hennecke.com/gtc.
- 1.2 Divergent or complementary general terms and conditions by the Client may comprise an integral part of the contract and be considered as valid only if, and to the extent that, Hennecke has expressly consented to their application.
- 1.3 Any derogation, complementary agreement and/or amendments to the content of these installation terms and conditions must be done in writing and must be the object of specific individual negotiations. That also applies to waivers of the requirement for written amendments.

2. Working hours

- 2.1 Normal working hours means a period of 7 hours per day (Monday to Friday). Working beyond those hours would result in the application of a remunerative surcharge as specified in Hennecke's current price list.
- 2.2 The hours spent in travel will be charged as working hours. The period of time that elapses between the departure from the Hennecke location and the arrival at the accommodation location or the location where the installation is to be done, and vice-versa, is considered as travel time. When installation activities take place in very distant locations, the travel time will include the time necessary for the personnel to look for a room and to complete the registration activities required upon arrival at such a location and any communication related to the departure. If installations have to be done in distant locations and the site is not close to the accommodation location, the time required to move from the accommodation to the installation site is considered as travel time if the time to make the trip and the return trip exceeds sixty minutes in total. The calculation of the travel time will be done by using as the reference the shortest distance traveled using the most economical means of public transport even if the aforementioned personnel at the installation use their own vehicles. If it has been agreed that means of private transport or the vehicles provided by the Client must be used, the actual duration of the period of travel will be taken into consideration.
- 2.3 If the completion of preparatory activities at the Hennecke premises becomes necessary for the installation (for example, the production of components that are not already present and not included in the object of the delivery), such activities will be charged as equivalent to travel time.

3. Time of execution of the performance, acceptance

- 3.1 The dates indicated by Hennecke for the installation are not binding unless it has been expressly agreed with the Client that they are binding.
- 3.2 If Hennecke is late with a delivery or the performance of a service or if, regardless of the cause, a delivery or execution of work becomes impossible, the liability of Hennecke for damages is limited to the stipulations of clause 9 of these general terms and conditions of installation.
- 3.3 At the moment that obligation of acceptance by the Client arises, the acceptance must be expressed on the scheduled date and have immediate effect. In the event that no timeframe has been agreed, the acceptance must occur within one week of the notification by Hennecke that the project is "ready for acceptance". The Client has the right to refuse to accept the work only in the event of relevant defects.

4. Prices and payment

4. Hennecke's personnel is required to count and keep track of the hours spent on the installation and must submit the relevant documentation to the Client on a weekly basis so that the Client can verify and validate the information. The signed documentation is the basis for the calculation of costs.
 - 4.2 In the event of work carried on the 1 May, Easter Sunday, the Day of Pentecost, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, the remunerative surcharge already foreseen for the installation for work on Sundays and holidays will be further increased by 50%.
 - 4.3 The daily allowances are paid for every day on location, including Saturdays, Sundays, and public holidays when no work is done. If a member of the aforementioned personnel is not able to work during the installation period, the daily allowance will still be due. If it is determined that a member of personnel must be taken to a doctor, the Client has the right to ask for that member of personnel to be returned home immediately. The daily allowance will be reduced to 25% of normal for the duration of the period of hospitalization.
 - 4.4 The costs for accommodation for the personnel close to the location where the installation is to take place will be borne by the Client.
 - 4.5 When the location where the installation work has to be done is located within 1,200 km of the registered offices of Hennecke, the aforementioned personnel at the installation have the right of paid return home every 4 weeks. If the installation site is more than 1,200 km distant, the members of personnel assigned to the installation have the right to a trip home every 8 weeks. The personnel has furthermore, the right to trips home in the event of marriage, the birth of a child or the death of a close relative. In all of the aforementioned cases, the costs of transport will be borne by the Client. The statements concerning travel days also apply to the calculation of the cost of the journey, the daily allowance and the travel period.
 - 4.6 The costs are calculated based on the price list for installation services in effect at the time the contract that will be delivered along with the contract documents or on request was completed. If the installation is being done more than four months after the moment that the contract was concluded, the Hennecke price list in effect on that date will apply. If necessary, Hennecke will provide the updated price list to the Client.
 - 4.7 The costs are invoiced when the installation is completed or - if the installation requires a great deal of time - at regular set intervals.
 - 4.8 Payment is due without reduction at the moment of the delivery or acceptance. The Client will fall immediately into default 14 calendar days following the delivery or acceptance and on the date of the issuance of the invoice. Payment is considered to have taken place only on the date that it has been received by Hennecke. The checks will be considered as paid only when they have been effectively cashed. If the Client is late in paying for reasons not attributable to Hennecke, Hennecke will be entitled, subject to any other request for compensation, to defer the fulfillment of its own contractual obligations until such time as the payments have been received.
 - 4.9 The Client is not entitled to compensation and cannot rely on non-performance unless the counterclaims and the exceptions raised are not disputed or are confirmed by court ruling.
- ### 5. Spare parts
- 5.1 These general terms and conditions of installation apply - to the extent that application by analogy is possible - also with respect to the installation of spare parts, parts subject to wear and other parts installed by Hennecke and connected to the installation. This applies in particular to clause 9 (Liability) and clause 10 (Warranty).
 - 5.2 Unless agreed otherwise, Hennecke will charge the spare parts and the wear parts installed during the assembly in accordance

with the price list in effect. The current price lists are provided at the request of the Client before the conclusion of the contract.

- 5.3 Hennecke reserves the right of ownership on the installed spare parts until payment of all receivables arising from the commercial relationship with the Client ("reservation of extended ownership").

6. Duties of the personnel assigned to the installation

- 6.1 The personnel assigned to the installation may only carry out the activities that have been agreed to between Hennecke and the Client in advance. Doing any other duties requires the consent of Hennecke. In urgent cases, in particular in the event of a malfunction, the Client may request the intervention of the personnel assigned to the installation, subject to the prior consent of Hennecke, for extraordinary work and for work carried out on Sundays or holidays, within the limits allowed by law or collective labor agreements.

- 6.2 The personnel assigned to the installation are not authorized to take any actions or to issue legally binding declarations.

7. Cooperation of the Client

- 7.1 The Client must ensure a safe working environment, the respect of all current safety standards and adequate working conditions, and in accordance with all laws.

- 7.2 The Client is required to provide technical assistance, at their own expense and under their own responsibility, and in particular, must:

a) provide the necessary, qualified or generic assistance in the required quantities for the purposes of the installation and for the length of time required. The assisting personnel must follow the directions of the installation manager. Hennecke is not responsible for the assistance personnel.

b) Carry out all works of excavation, construction, scaffolding and installation.

c) Provide the equipment necessary and the heavy facilities, for example, lifting equipment, consumables and other types of materials.

d) Provide lighting, heating, water, compressed air and electrical power as well as the connections necessary at the points indicated in the designs provided by Hennecke.

e) Provide the office space necessary, free of damp, able to be key locked to ensure the storage of instruments and the tools belonging to the personnel.

f) Transport the components to be assembled to the site where the installation is to be done, protect the aforementioned site from potential sources of danger/harm of any kind as well as the materials used in carrying out the work.

g) Provide an adequate working environment for the aforementioned personnel, protected from theft and equipped with sanitary hygiene facilities and first aid supplies.

- 7.3 The technical assistance from the Client must guarantee that the installation can be started as soon as the assigned personnel have arrived and can be started and executed without delay up to the moment of acceptance by the Client. The Client is responsible for any damages due to failure to comply with the cooperation obligations provided for in clause 7.2.

8. Remote maintenance

If Hennecke installs software via remote assistance, without sending personnel to the site, for the purpose of configuring the software, the Client is required to take all suitable measures to reduce damages caused by any malfunction of the software itself. The measures include the functional verification of the systems and the remote assistance facilities prior to start-up, major initial attention to the functional parameters and the machine and also the possibility of turning off the systems immediately in the event that malfunctions occur.

9. Liability

- 9.1 Unless agreed otherwise, Hennecke is liable, in accordance with the provisions of the law, for the violation of the essential and relevant contractual obligations. Hennecke is not liable for other contractual violations as long as the damage that results was caused by actions or omissions caused intentionally or

gross negligence of its own legal representatives, principle auxiliaries or other responsible entities that Hennecke relies on for the fulfillment of the obligations stipulated in this contract. Hennecke is liable for indirect damages only if they are caused by violations of the obligations committed intentionally or gross negligence.

- 9.2 If no intentional conduct on the part of Hennecke can be ascertained, Hennecke is only responsible for typical, reasonably foreseeable, commonly occurring damages.

- 9.3 The foregoing provisions do not absolve Hennecke from liability for damages caused by defective products within the meaning of Section 114 and ss. of Legislative Decree 206/2005 or liability for bodily injury to living beings (physical integrity) to the body or health.

- 9.4 Except as specified above, any other claim for compensation for non-performance from Hennecke is excluded.

- 9.5 Demands for compensation or actions in that regard in the hypothetical situation referred to in clauses 9.1 through 9.3 are subject to the stipulations of law..

10. Warranty (Gewährleistung)

- 10.1 If faults or defects are discovered at the moment of acceptance, after the installation has been completed, Hennecke must remedy them, at its discretion, or eliminate them or carry out a substitutional delivery/performance.

- 10.2 Hennecke has the right to carry out additional activities or further fulfillment only if the Client pays the purchase price. The Client, on the other hand, does have the option of withholding a portion of the price that is reasonably proportional to the reduction in value due to the fault.

- 10.3 If the subsequent fulfillment referred to fails twice, the Client will be entitled to a reduction in the price or the dissolution of the contract. The right to dissolve the contract is excluded in the event of a non-essential or negligible defect. The Client can, however, request compensation in accordance with the provisions of clause 9. Any other guarantees are excluded.

- 10.4 Except in the event of bad faith, intent or gross negligence and except as stipulated in clause 9.5, the demand and the actions arising from the warranty for fault must be done within 12 months of the performance of the work or in the event that acceptance is required, starting with the acceptance.

11. Equipped for the installation

The equipment for the installation and the start-up will be delivered and returned at the Client's expense.

12. Technical information and advice

The information and advice provided by Hennecke are not binding and cannot transfer the primary responsibility to Hennecke unless Hennecke itself has expressly undertaken in writing to provide such information and advice. The Client is required to verify that a product is suitable for specific uses. Details and information provided by Hennecke with respect to its own goods or its own services do not constitute a promise or warranty with respect to the quality thereof.

13. Applicable law, competent courts, place of fulfillment

The place of fulfillment of the work is the specified installation site. The place of fulfillment for the payment is **(the registered offices/domicile of Hennecke)**.

Italian law applies, excluding the application of the standards of the United Nations Convention on Contracts for the International Sale of Goods.

The competent court for arbitrating disputes is the (Court of/Tribunal Legal Seat/Establishment of HENNECKE). Hennecke also has the right to have any or all disputes arising from this contract or in relation to it to be dealt with definitively in accordance with the Arbitration Regulation of the International Chamber of Commerce (ICC), by one or more arbitrators appointed in accordance with that Regulation. In the event that the Client wishes to bring a legal action against Hennecke, Hennecke, at the request of the Client, for the purposes of exercising the aforementioned rights of choice for a given dispute, is obliged to communicate that choice to the Client within a week of its request.

HENNECKE-OMS

Signature for acceptance

The buyer (stamp/date and signature)

Within the meaning of Sections 1341 and 1342 of the Civil Code, the Client declares their acceptance and specifically approves the following clauses: 1. (General terms, scope of validity and especially para 1.3); 3. (Time of execution of the work, acceptance, and paras 3.1, 3.2 and 3.3); 4. (Prices and payment, and in particular paras 4.8, 4.9); 5. (Spare parts and in particular paras 5.1, 5.3); 9. (Liability and in particular paras 9.1, 9.2, 9.4); 10. (Warranty and in particular paras 10.1, 10.2, 10.3, 10.4); 12. (Technical information and advice); 13. (Applicable law, competent court, location of fulfillment).

Signature for acceptance

The buyer (stamp/date and signature)