GENERAL TERMS AND CONDITIONS OF CPM EUROPE B.V., ZAANDAM

(Version GTCE 11/19)

TOG-0 Terms for guarantee of CPM EUROPE B.V., ZAANDAM

TOG-1 In order for the guarantee to apply, commissioning and start-up by a CPM approved commissioning engineer is obligatory (See terms AI, CI and AS).

TOG-2 Commissioning, start-up and operator training is not included in our prices. Wages, travel and lodging will be invoiced separately. (See terms for sending an engineer).

TOG-3 During the guarantee period recommended lubricants, original CPM dyes, rollers, wear- and spare parts have to be used.

TOG-4 The equipment we supply is under guarantee for a period of 12 months after commissioning, with a max. of 18 month after delivery.

TOG-5 For general trade item's included in the delivery, such as sensors, switches, geared motors, electric motors, solenoid valves etc. CPM maintains the guarantee set by the original manufacturer of said items, with a minimum of 6 months after commissioning and a max of 12 months after delivery.

TOG-6 During the guarantee period CPM is obliged to provide replacement parts within a reasonable period.

TOG-7 Replacement parts will be supplied under the same shipping conditions as the original supply.

TOG-8 Repairs or replacing faulty parts can be done by the purchaser after written approval from CPM.

TOG-9 Repairs or disassembly of general trade items, such as sensors, switches, geared motors, electric motors, solenoid valves etc. without approval of CPM or the original supplier will invalidate the warranty on subject item.

TOG-10 Wear parts are excluded from the guarantee except for those cases where the defect is the clear result of faulty design, materials or workmanship.

AI-0 Conditions for Acceptance of an Installation before commissioning.

AI-1 For claiming the warranty conditions given by CPM on machinery and or production results, it is required to inform CPM approximately 3 weeks before final date of Start-up in order for CPM to inspect the whole layout of installation.

AI-2 The inspection mentioned under AI-1 can be carried out based on a checklist. (See CPM sheet nr. AI-C).

AI-3 The CPM representative / commissioning engineer will check installation layout on spot.

AI-4 All machines should be installed in accordance with the instructions given by CPM.

AI-5 Special attention should be paid to safety regulations.

AI-6 Installation for addition of steam, water or other liquids should be according to CPM advises.

AI-7 Connections of motors and control system should be based on CPM Electrical scheme.

AI-8 Spare parts package consisting of parts like rollers, die, spare die and a minimum set of spare parts should be available before commissioning takes place, and to maintain equipment warranty.

AI-9 CPM is not responsible for the quality of the equipment or accessories on work.

AI-10 When relevant shortcomings in items mentioned in Al-2 and Al-9 are found, which may influence the commissioning procedure and or process results, Al-11 goes into effect.

AI-11 In case of necessary alteration of the installation as mentioned in Al-10, all alterations must be carried out before final commissioning.

AI-12 When so approved by CPM, and only then, acceptance of an installation visit (CI),

AI-13 When CPM has approved installation based on point Al-2, Al-3 and Al-9, and/or when relevant shortcomings mentioned in AI-10 and Al-11 have been eliminated, installation is ready for final commissioning.

AI-14 Costs for acceptance visit, as mentioned under Al-3, are charged on CPM sheet number. TFS.

CI-0 Conditions for: Commissioning of an Installation.

CI-1 Final commissioning can only take place after conditions for Acceptance of Installation mentioned in CPM sheet Al, have been met.

CI-2 During commissioning, the CPM commissioning engineer will have technical responsibility only for machinery supplied by CPM.

CI-3 CPM does not take any responsibility for machinery outside of the CPM supply.

CI-4 Educated labour assistance must be available to the commissioning engineer.

CI-5 Well-qualified maintenance assistance must be available with the necessary tools, during commissioning time.

CI-6 As far as applicable, raw material, steam, air, water, other liquids, power and so forth must be available in proper quality and capacity at all times.

CI-7 During commissioning it is essential that well trained production personnel are available to the commissioning engineer.

CI-8 After a maximum of 4 hours of "continuous" running of the machinery, or after mutual consent of the commissioning engineer and responsible party for the customer, the commissioning period is ended.

CI-9 If so desired by commissioning engineer, commissioning protocol CPM sheet number. CIP must be filled out and signed for approval by both participants; CPM and customer.

CI-10 Commissioning costs are charged based on the conditions given on CPM sheet nr. TFS.

AS-0 If so desired, after final commissioning, an After Service Visit may be performed by a CPM Commissioning Engineer and/or CPM representative agent.

AS-1 Whole installation layout can be checked under production circumstances.

AS-2 Machinery and production results can be discussed and analyzed in detail.

AS-3 Additional instructions can be given to production and maintenance staff.

AS-4 Advice on future maintenance spares availability and safety rules can be discussed.

AS-5 The CPM After Service visit will be charged based on CPM sheet nr. TFS.

AG-0 Conditions for Acceptance of a guarantee claim.

AG-1 The claim needs to be filed within the validity period of the guarantee. Claims filed after this period will not be taken into consideration.

AG-2 Proper evidence of the cause of failure must be handed over to CPM. CPM will determine the nature of the failure upon investigation of the supplied evidence.

AG-3 Any demand for parts will be handled as an order with due terms of payment.

AG-4 After CPM concludes a claim to be valid or partially valid based on AG-2; all applicable payments will be credited.

AG-5 CPM will not take responsibility for any mishaps caused by storms, unforeseen delays at custom or any other causes that are out of CPM's control.

FTS-0 Terms for sending and engine from CPM Europe B.V. Zaandam to a field job for supervising of a CPM pellet mill, test running, start-up and commissioning. The following expenses and stipulations are applicable.

Per day of 10 hours maximum: EUR 1.325.- For overtime the following amounts are charged:
- 125% of the labour rate of EUR 132.50 per hour for the first 10 hours overtime per week from Monday through Saturday.
- 150% of the labour rate of EUR 132.50 per hour for all hours in excess of the above mentioned 10 hours from Monday through Saturday and all working hours on Sunday.

FTS-2 EUR 100.- per day extra for each day our employee is away from home over one week.

FTS-3 A week consists in principle of 50 working hours. Travelling time to and from the Netherlands, local travelling time, as well as waiting hours on site outside CPM's responsibility are considered working hours.

FTS-4 All travel expenses between departure from and return to CPM Zaandam are to be provided by the customer.

FTS-5 All hotel, food and beverages, based on a fine hotel to Western European standards, preferably located in the vicinity of the site, are at the customer's expense.

FTS-6 If, for reasons outside CPM's responsibilities, the CPM engineer is forced to wait five days or longer, or if such a wait proves to be inevitable, the CPM engineer may return home. Costs for travelling home and back to the site are at the customer's expense.

FTS-7 CPM will not be held responsible for the quality of the erection and installation job since these are outside CPM's supply.

FTS-8 For test running and starting up sufficient capable personnel with proper tools should be available to assist, according to the judgment of the CPM engineer.

CO-0 Any changes to the Agreement, including but not limited to any changes to the Scope of Supply, will be laid down in a Change Order, Change Orders shall specify in detail the consequences thereof to the contract price and method of payment, the re-delivery date of the relevant equipment, the effect on the warranty and the time the change becomes effective. Change Orders shall be numbered subsequently and shall be attached to the Agreement.

CO-1 The estimated prices applicable for changes to the Scope of Supply and/or Additional Services are without engagement and shall be specified in the Change Order.
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 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 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 between 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 be the property of the submitting party.

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

   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.

   If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any defects thereby found and ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser’s request, unless the delay was insignificant.

8. 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 price is paid in advance of specifying the date of delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Supplier has notified the Purchaser of his ability 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.

   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 consider any additional costs which he incurs and which he could have avoided had he received such notice.

   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 Clause 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.

12. If the Product is not delivered at the time for delivery, the Purchaser shall have the right to claim liquidated damages within six months after the time when delivery should have been made. In no event shall the total liquidated damages exceed 5 per cent of the purchase price.

   The Supplier shall forthwith notify the Purchaser if it could have avoided had he not delivered the Product.

   At any time during delivery, the Purchaser shall be entitled to liquidated damages from him due to any such act or omission.

   If the Supplier remedies the deficiency in accordance with Clause 13, the Purchaser shall be entitled to recover at least 1 per cent of the purchase price.

   If the Purchaser terminates the Contract before the Supplier has been notified of his intention to terminate, the Purchaser shall be entitled to recover at least 1 per cent of the purchase price.

   If the Supplier remedies the deficiency in accordance with Clause 13, the Purchaser shall be entitled to recover at least 1 per cent of the purchase price.

13. If 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 Supplier is notified of its readiness for delivery.

   The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings relating to the Product or for spare parts.

   The Supplier shall remedy any defect or nonconformity 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 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 Supplier is notified of its readiness for delivery.

   The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings relating to the Product or for spare parts.
25. The Supplier shall not 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 any defect which appears, the Supplier shall be released from any liability arising from such failure to notify.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier. The Purchaser shall bear the risk of damage to the Product resulting from its failure to so 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 28 the Supplier shall at his own cost remedy the defect without undue delay, as stipulated in Clauses 23-33. 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 be liable for all 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.

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 fully fulfill 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 fulfill 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 may 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 any loss or damage 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.

40. The Supplier shall not be liable for any damage 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 Supplier 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.

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 uneconomical 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, external military mobilization, insurance, 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 Clauses 40 and 41.

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.

45. CONSEQUENTIAL LOSSES

SAVE AS OTHERWISE STATED IN THESE GENERAL CONDITIONS THERE SHALL BE NO LIABILITY FOR ANY DAMAGES TO 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.

46. DISPUTES AND APPLICABLE LAW

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.

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

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