

General Terms and Conditions for Service Visits of FRITSCH GmbH

We shall undertake the maintenance, servicing and repair (hereinafter jointly **“Service”**) of the lines, machines and spare parts delivered or supported by us on the basis of DIN EN 13306, DIN 31051 and relevant technical regulations under the conditions listed below:

1. Scope of application

The General Terms and Conditions for Service Visits (hereinafter **“Terms and Conditions of Service”**) shall apply for all business relations between FRITSCH GmbH and the Customer, provided that the latter is an entrepreneur (§ 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law within the meaning of § 310 (1) Sentence 1 BGB.

The Terms and Conditions of Service shall apply exclusively. Any deviating, opposing or supplementary General Terms and Conditions of Business of the Customer shall not apply, even if we do not expressly reject them in individual cases.

Individual agreements reached with the Customer in particular cases shall take precedence over these Terms and Conditions of Service. The content of such agreements must be set forth in a written contract or be confirmed in writing by us.

2. Prices

Our service personnel will inform you of the prices for normal working hours, waiting time and preparation time when drafting and submitting offers. The same will apply in the case of surcharges, daily, travel, accommodation and other ancillary expenses.

3. Payment conditions

For all services which are rendered within Germany, the rates shall be net and be invoiced at the sales tax rate which is valid on the day of invoicing.

For services which are rendered outside Germany, the invoicing shall be performed net, excluding sales tax. In this case, the Customer shall undertake, and in its own name, all necessary measures to register, process and pay sales tax in accordance with its respective current national regulations. Billback of the sales tax by the Customer to us shall not take place.

If the basis (salaries and daily expenses) changes on the day of service or invoicing, we shall be entitled to amend our rates accordingly.

The service work shall be invoiced at our sole discretion in a timely manner, without the fitting needing to be finished, on the basis of the hours already worked and actual costs incurred.

Payment shall be made either as a prepayment through advance bank transfer by invoice or direct debt. We reserve the right to rule out individual payment types. If the prepayment method is selected, we shall inform the Customer of our bank details in the order confirmation. After prior consultation with our central customer service (Telephone +49/9326/83–555) and written return confirmation from us, the prepayment may also be rendered in cash to our head technician against a receipt before the work is started.

If the Customer fails to make payment on the due date, interest shall be paid on the outstanding amounts with

percentage points over and above the current basic interest rate from the due date. We reserve the right to claim any further damages caused by the delay.

The Customer shall only be allowed to assert a right to set-off and retention if the claims have been established as final and absolute, or are undisputed.

4. The Customer undertakes to:

The Customer shall assist the service personnel at its expense in connection with performance of the work.

It must take all necessary steps to protect people and property at the place of deployment. It must also inform the service personnel about the existing safety and hygiene measures if said measures are of significance for the service deployment.

The Customer undertakes to render technical assistance at its expense, in particular to:

- Provide the required assistants in accordance with the specifications in the time required. The assistants must follow the legally permissible instructions of the service personnel. We shall not assume any liability for these assistants.
- Supply the line with all agreed energies and consumables, such as electricity, water, oil and compressed air. These shall be laid in a timely manner and without hindering the fitting work by the Customer, and, if necessary, immediately and in the agreed amount and quality.
- Provide the required heavy equipment, e.g. hoists, welding devices, compressors, etc. as well as the required consumer goods and materials, and e.g. scaffolding wood, wedges, underlays, insulation material, etc.
- Provide heating, lighting, compressed air and all other agreed operating material, including connections.

The place of deployment shall be secured to prevent theft of tools and materials proportionate to their value.

The Customer shall make available the machines, lines and spare parts in a clean state and at a production-free time so the work may be carried out. When the work has been completed, the Customer shall make available operating personnel, dough, fillings, seeding material, packaging material, peripheral machines, etc. in sufficient amounts and of sufficient quality for testing purposes at our request and at its expense.

If the Customer is behind schedule with the above-mentioned obligations, we shall be entitled, however not obligated, to perform the actions incumbent upon it in its place and at its expense.

The Customer shall certify the service time and the work of the service personnel on the form submitted to it.

5. Deployment dates and times

All information on the service work shall only be approximately authoritative, unless a fixed deadline or a date has been accepted or agreed. If the service visit is temporarily delayed as a result of force majeure (unforeseen circumstances and events occurring through no fault of our own that could not have been avoided with the due diligence customary for normal business transactions, e.g. industrial conflicts, war, fire, transport disruptions, shortage of raw materials, official measures), or operating outages which were not caused by us, a reasonable extension of the deadline or postponement of the date shall occur. If the service work changes or is extended beyond the scope of the original order, and causes a service visit to be delayed as a result, we will suggest an alternative service date, while stating grounds therefore.

6. Concluding the service visit

After the work has been finished, the Customer shall make sure that said work has been carried out in a proper manner. This will be evinced in the service log or report.

If the contractual service work is not accepted within ten working days of submitting the service log, despite the duty of acceptance, it shall be deemed as having been accepted.

7. Liability, guarantee provision

We shall be fully liable under the provisions of the German Product Liability Act in cases of explicit assumption of a guarantee or procurement risk, as well as in cases involving an intentional or grossly negligent breach of duty. We shall also be fully liable in the event of wilful or grossly negligent injury to life, body or health. With respect to material damage and financial loss caused by slight negligence, we shall only be liable for the violation of such obligations, the fulfilment of which is a prerequisite for enabling the proper fulfilment of the contract in the first place, and upon

which the Customer may reasonably depend ("essential contractual obligations"); however, limited to contract-typical damage foreseeable at the time that the contract was concluded.

If a defect is caused through improper alterations made by the Customer, all guarantee claims of the Customer regarding this defect shall be excluded.

8. Limitation period

Any claims for defects shall become time-barred within 12 months of delivery. Insofar as acceptance testing has been agreed, the limitation periods shall begin upon acceptance. The aforementioned limitation periods shall not apply to limitation periods of the Product Liability Act. §§ 438 (1), no. 2, 3 and 634a (3) BGB shall also remain unaffected. In the case of claims for damages in accordance with Section 7.1, the statutory limitation periods shall apply exclusively.

9. Choice of law, place of jurisdiction, miscellaneous

The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship, excluding the conflict-of-law rules of international private law as well as the United Nations Convention on Contracts for the International Sale of Goods (UN Purchase Law).

The exclusive place of jurisdiction for all disagreements arising from this contractual relationship shall be the registered office of FRITSCH GmbH.

Any agreements to the contrary shall only be deemed valid after they have been confirmed in writing by us.

If one of the service provisions of this contract is or becomes invalid, the validity of the contract and the remaining clauses shall not be affected. The parties shall agree on a provision that comes as close as possible to the commercial intent of the invalid or void provision.

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