

TERMS AND CONDITIONS OF SALE AND FOR SERVICES

These Terms and Conditions govern and exclusively apply to (i) the sale of products, goods, equipment, and service parts ("Goods") by Hyfra-Industriekühlanlagen GmbH ("Hyfra") to all purchasers of the Goods and/or Services ("Customers") and (ii) any and all service work and services provided ("Services") by Hyfra and its personnel, employees, representatives and agents ("Hyfra Personnel") to or for Customers. These Terms and Conditions constitute an agreement between Hyfra and Customer for the order of the Goods and/or Services. Customer's additional or deviating terms and conditions shall not apply, irrespective of whether or not such terms have been expressly rejected by Hyfra or if Hyfra, having knowledge of other terms of Customer, effects contractual performance without reservation. No change or modification of these Terms and Conditions shall be valid unless made in writing; this also applies to the cancellation of this written form requirement.

ORDERS

The sale and purchase of Goods and Services will occur pursuant to Purchase Orders for Goods and Service Orders for Services issued by Customer ("Order(s)"). Offers made by Hyfra are non-binding unless they are expressly stated to be binding. All Orders made by Customer must be in writing and are subject to acceptance by Hyfra. Hyfra must accept an Order in writing or begin performing the Order for the Order to become binding. Hyfra's written Order confirmation is decisive for the scope of the delivery of the Goods and the scope of the Services. Modifications must be in writing and agreed to by both Customer and Hyfra. ANY ORDER OR OTHER DOCUMENT SUBMITTED BY CUSTOMER THAT CONTAINS TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THESE TERMS AND CONDITIONS IS SPECIFICALLY OBJECTED TO AND IS NOT BINDING ON SUPPLIER.

PRICES AND EXPENSES

- A. Prices for Goods are based on Hyfra's standard pricing for Goods and Hyfra's standard hourly rate for Services as of the date of Hyfra's acceptance of the Order unless the parties have a particular written agreement on pricing. Hyfra reserves the right to change prices on Orders to those prices in effect at time of shipment or at the time of the Service. Pricing does not include the cost of packaging, bundling, or any taxes related to the Goods or Services, which will be paid by Customer. Value added tax at the applicable rate must be added to the prices.
- B. Prices for Services are based on Hyfra's standard hourly rate for Services for each working hour with a standard daily working time of eight (8) hours ("Standard Daily Working Time"). If the parties agreed on a particular price for Services, additional services not comprised by the agreed scope of Service will be invoiced separately by Hyfra using its standard hourly rate for Services. Working hours exceeding the Standard Daily Working Time and hours worked on Saturdays are deemed to be overtime hours and will be charged with a 25% surcharge ("Overtime Hours"). Hours worked on Sundays, public holidays or during night hours (20.00-06.00 hrs.) will be charged with a 50% surcharge ("Extraordinary Hours"). Overtime Hours and Extraordinary Hours worked simultaneously will be uniformly charged with the higher of both surcharge rates of 50%. If Hyfra Personnel does not comply with the standard weekly working time of forty (40) hours due to circumstances Hyfra is not responsible for, the hours not worked will be charged with the hourly rates pursuant to this provision. The same applies to hours not worked due to foreign public or special holidays that were not communicated to Hyfra in due course and waiting times due to circumstances Hyfra is not responsible for.
- C. Travel time of Hyfra Personnel is deemed to be working time. If the place of departure and the place of arrival of Hyfra Personnel for the performance of Service are both in Customer's country, each travel hour will be charged the standard hourly rate. Customer will pay and/or reimburse Hyfra for the costs and expenses incurred in connection with the Services, including but not limited to (i) the costs incurred by Hyfra Personnel during travels based on the currently applicable daily allowance rates per day of absence from Hyfra's seat (upon Customer's request, Hyfra will make the currently applicable daily allowance rates available); (ii) the travel costs for Hyfra Personnel for a premium-economy/economy class flight or for a first class train ticket and for outward and return journeys as well as other travels in connection with the performance of the Services; (iii) ancillary travel costs such as passport and visa fees, tools and luggage costs, costs for customs clearance, tropical travel medical examination and vaccination costs as well as other costs incurred in connection with the performance of the Service such as fees for business communication and local travel including costs for rental cars; (iv) travel costs for home visits of Hyfra Personnel for Christmas and New Year, or at Hyfra Personnel's option either Easter or Whitsun. These travel costs include possible daily allowance rates pursuant to this provision. After three months of uninterrupted stay for the performance of the Service, Hyfra Personnel will be entitled to statutory holidays and reimbursement of the respective outward and return travel costs; (v) the transportation costs for Hyfra Personnel to a reasonable extent if no adequate accommodation or catering facilities are available near the Service Site; and (vi) if necessary, free-of-charge transport for the local transportation of Hyfra Personnel from/to the accommodation to/from the Service Site.

PAYMENT

Customer's payment is due thirty (30) days from the date of Hyfra's invoice unless the parties have a particular written agreement on payment terms. Payment is deemed to have been made only when Hyfra has the sum available to it and, in the case of checks, the check has been honored.

Upon exceeding the applicable payment term Customer will be in default without further reminder. If Customer is in default, Hyfra may claim default interest in the amount of nine percentage points above the base interest rate. Hyfra's right to claim further damages remains unaffected. If Hyfra incurs charges to collect any amount due, Customer will be responsible for these charges. Hyfra has the right to first apply payments to Customer's older debts and to costs and interest that have already incurred before applying the amounts to underlying amounts due for the Goods or Services.

If Customer does not fulfill its obligation to pay, especially if a check is not honored or payments cease, or if Hyfra becomes aware of other circumstances that put Customer's creditworthiness into question, Hyfra may, in its discretion and without prejudice to its other rights, require the entire sum due, even if Hyfra has accepted checks, withhold shipment (including partial shipments) of any Order, and require Customer to prepay for further shipments until complete payment has been received.

Set-off and exercise of a right of retention by Customer due to contested counterclaims or counterclaims that are not finally and legally established are excluded.

DELIVERY OF GOODS

Scheduled shipping dates of Goods will be assigned by Hyfra as close as practicable to Customer's requested date based on Hyfra's then-current lead times for the Goods. The delivery period starts with the sending of the Order confirmation, but not before Customer properly performs all its obligations, such as provision of all required documents, authorizations, and releases, or before receipt of an agreed advance payment. Any delivery dates indicated or suggested by Hyfra are estimates only and are non-binding unless they are expressly stated to be binding. HYFRA WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR PENALTY FOR DELAY IN DELIVERY OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY. If delivery is delayed at Customer's wish or request, Customer will be charged Hyfra's direct and reasonable costs incurred as a result of the delay, including the monthly costs arising for storage of the Goods and all other costs incurred by Hyfra that would reasonably be expected to be incurred under normal circumstances, beginning one month after announcement of delivery readiness. When Customer requests a delay, Hyfra may set a date for which any further delay is unacceptable. After that date, Hyfra may sell the Goods to another party or dispose of the Goods and supply separate Goods to Customer at an extended delivery period. If Hyfra elects to sell or dispose of the Goods at this time, it is still entitled to its costs during the delay period. Hyfra's rights due to default of acceptance by Customer remain unaffected.

SHIPMENT RISK FOR GOODS

Unless otherwise agreed in writing, deliveries will be made EXW (Incoterms 2010®) Krunkel, including loading at Customer's risk. All deliveries are transported at the risk of the Customer. Risk of loss or damage will pass to Customer at Hyfra's dock. Hyfra will not have any liability in connection with shipment, nor will the carrier be deemed to be an agent of Hyfra. If Customer provides prior written notice, the Goods will be insured by Hyfra to the extent possible at Customer's expense against theft and damage from breakage, transport, fire, and water, as well as other insurable risks. If the Goods are made available for collection by the Customer, risk is transferred at the end of the first working day after the day that delivery readiness is communicated. Communication of delivery readiness may be made in any form. If Customer provides prior written notice, Hyfra will insure if possible Goods made available, for the period after communication of delivery readiness, against theft, and damage from breakage, transport, fire, and water, as well as other insurable risks. Customer must accept the delivered Goods if they display insignificant defects. Partial deliveries are permitted provided that the acceptance of such partial deliveries is reasonable for Customer. Each partial delivery may be invoiced separately.

RESERVATION OF OWNERSHIP

- A. Title and ownership in the Goods remains with Hyfra until (a) Hyfra receives full payment for the Goods, (b) Hyfra receives full payment of negotiable instruments in those instances where the price is stated to be payable on terms in accordance with such negotiable instruments, and/or (c) clearance of applicable checks. Customer has the right to process and sell the Goods subject to retention under normal business usage, as long as Customer is not in default of payment. If Customer sells or disposes of the Goods prior to full payment to Hyfra, Customer will be deemed to hold the Goods as the fiduciary of Hyfra in regard to all third parties and will be liable for and pay all costs relating to any damages to the Goods. This retention of title is valid whether or not the property rights of Hyfra are apparent to third parties, including, for example, if the Goods are delivered to a third party and/or installed as a part of a building or structure.
- B. Until full payment has been made, Customer will insure the Goods against risks of damage or loss and will furnish proof of insurance at Hyfra's request. Customer agrees to protect and look after the Goods free of charge. Neither the validity of this retention of title nor the attachments of any Goods delivered by Hyfra constitute grounds for termination of this Agreement. Customer may not pledge or assign the Goods subject to retention by way of security. If Hyfra desires to assert any legal remedy based upon a seller's lien or otherwise representing a security preferable to that of simple retention of title, Customer agrees not to oppose such assertion.
- C. Processing or transformation always takes place to the benefit of Hyfra as manufacturer, but without obligation for Hyfra. If the retained ownership of Hyfra is somehow nullified, any alleged ownership of Customer in the Goods is transferred to Hyfra in proportion to its value (invoiced amount).
- D. In the case of resale of the Goods to third parties, Customer already now assigns to Hyfra all claims (including ancillary rights) equal to the final invoice amount (including VAT) accruing to it against its customers or third parties from the resale. After assignment of the claims Customer shall retain the right to collect the claims. Hyfra's right to collect the claims by itself shall not be affected thereby. However, Hyfra will not collect the claims as long as Customer fulfills its payment obligations from the proceedings taken in, is not in default of payment, has not filed an application for the opening of insolvency proceedings and has not suspended its payments. If any of this is the case, Hyfra may request Customer to disclose the assigned claims and their respective debtors, to furnish all data necessary for the collection, to hand over to it all documents pertaining thereto and to inform the debtors of the assignment; Customer's right to collect the claims shall then terminate.

- E. If Customer acts contrary to the contract, especially with regard to default of payment, Hyfra is authorized to take back the Goods subject to retention at Customer's expense, or as appropriate to require the assignment of Customer's claims for return against third parties. Cancellation of the Purchase Order is not required in the case of such taking back or assignment.

HYFRA PROPOSALS AND INSTALLATION INSTRUCTIONS FOR GOODS

Any proposals or plans submitted by Hyfra for Goods, such as illustrations, drawings, details of weight and dimensions, and all documents relating to such proposals, apply only approximately, unless they are expressly stated to be binding. Hyfra reserves the right to change specifications, design, and material without incurring obligation to Customer. Installation instructions are provided by Hyfra for reference purposes only and are subject to change. Hyfra is not responsible for proper installation or repair of the Goods by Customer or a third party. Hyfra recommends that the installation and all repairs of the Goods be performed by a licensed professional/contractor experienced with these types of Goods that is familiar with local codes and regulations. If the installation instructions given to Customer by Hyfra are incorrect or outdated, Hyfra is only obliged to provide updated installation instructions upon Customer's written request, and this only if the installation instructions prevent correct installation.

ORDER CANCELLATIONS FOR GOODS

- A. Customer cannot cancel an Order for Goods after the Goods have been shipped or made available to Customer by Hyfra. All notices of cancellation by Customer must be in writing and submitted to Hyfra prior to the above date. Customer may only cancel an Order pursuant to the provisions set forth below. If Customer timely and properly cancels an Order, Customer will reimburse to Hyfra its direct and reasonable costs incurred as a consequence of the cancellation, including but not limited to a restocking fee equal to the actual cost in material and labor incurred by Hyfra as a result of the order cancellation. In the event a cancellation charge has been paid by Customer, but Customer at a later date purchases the Goods at issue, the value of the cancellation charge will be credited toward the new order.
- B. Customer may cancel an Order for Goods under the following circumstances:
1. if performance by Hyfra becomes impossible before the transfer of risks;
 2. if an Order is so large that Hyfra can only manufacture a portion of the quantity requested by Customer, and Customer has a reasonable and justifiable interest in refusing a reduction in quantity. If there is no reasonable or justifiable interest, then Customer can correspondingly reduce the counter-performance;
 3. if performance by Hyfra is unreasonably delayed well past the estimated delivery date provided by Hyfra; or
 4. if, upon Hyfra's request, Customer grants Hyfra a reasonable extension period after Hyfra's estimated delivery date with the express declaration that at the end of this period Customer will refuse to accept performance, and the extension period is not complied with.
- C. Hyfra may cancel an Order for Goods under the following circumstances:
1. if performance by Hyfra becomes impossible before the transfer of risks;
 2. if Customer does not comply with its obligations; or
 3. if performance of an Order will significantly affect Hyfra's business or cannot be financially justified.
- D. If Customer or Hyfra cancels an Order pursuant to this section, (a) they must do so in writing as soon as possible, immediately after they recognize the basis for cancellation and (b) Customer has no right to a claim for damages as a result of such a cancellation. As far as is legally permissible, all more extensive claims by Customer are excluded, especially for conversion, termination, or reduction, as well as compensation for damages of any type whatsoever, and indeed also such damage which does not occur to the Goods supplied themselves.

SCOPE, PERFORMANCE, AND ACCEPTANCE OF SERVICES

- A. In any Order for Services submitted by Customer, Customer will set forth a detailed description of the Services requested to be performed and the requested date for the start of the Service. Hyfra Personnel may only perform Services on the Goods and only within the scope of Hyfra's written Order confirmation. Work that is not covered by the agreed scope of Hyfra's written Order confirmation requires Hyfra's prior written approval.
- B. Unless otherwise agreed in writing, performance dates and periods stated by the parties are non-binding. The performance period starts on the date of Hyfra's written Order confirmation or when Customer performs the Pre-Service Requirements as defined further below, whichever date is later. Customer will promptly inform Hyfra of potential delays or hindrances with regard to the performance and/or acceptance of the Service. If the parties agree in writing on a specific performance date for the Service, this date may be extended and Hyfra is not responsible for delay: (i) if a delay is caused by Customer or a third party; (ii) if Customer delays in providing information or performing any actions required for the performance of the Services, including but not limited to the Pre-Service Requirements; (iii) if a Force Majeure Event occurs; or (iv) if the performance of the Service involves a risk to life, body, or health of Hyfra Personnel that requires a delay. Only if (a) Hyfra defaults on an agreed performance date for the Service or does not substantially complete the Service within a reasonable period set by Customer and Customer expressly states that it will refuse the acceptance of the Service after the expiry of such period and (b) Hyfra is responsible for the delay and the delay is not caused by Customer or a third party, Customer is entitled to cancel the respective Service Order and will pay for all Services conducted prior to the date of cancellation.
- C. Hyfra may recall Hyfra Personnel if the Service has to be interrupted for an unreasonable period. If Customer is responsible for the respective interruption or delay, Hyfra will be entitled to reimbursement of its resulting reasonable costs (e.g. additional travel costs and waiting times). Hyfra's right to claim further damages shall remain unaffected.
- D. Customer agrees to promptly accept the Service in writing on the acceptance certificate without undue delay after notification by Hyfra and will not refuse acceptance of the Service on grounds of minor defects or due to circumstances for which Hyfra is not responsible. The Service shall be deemed to be accepted if Customer fails to accept it within a period of two weeks from Hyfra's notification. If Customer

is responsible for the respective delay of acceptance, Hyfra will be entitled to demand reimbursement of resulting costs (e.g. additional travel costs and waiting times). Hyfra's right to claim further damages shall remain unaffected.

SERVICE COOPERATION, WORKING HOURS, WORK ENVIRONMENT, AND TESTING

- A. Hyfra is not required to begin any Service until Customer completes or ensures completion of all preparation work, conditions, or prerequisites required prior to the Service (the "Pre-Service Requirements"). These Pre-Service Requirements include but are not limited to the provision of necessary documents, authorizations, and releases, and ensuring that necessary construction work is complete and concrete structures and brickwork are fully dried and cured.
- B. Hyfra Personnel will perform the Services during the Standard Daily Working Time and a standard weekly working time of forty (40) hours. The daily working time must not exceed 10 hours. Extraordinary Hours require Hyfra's prior written approval. Hyfra Personnel will keep a record of the daily hours worked, separately listing Standard Daily Working Hours, Overtime Hours and Extraordinary Hours. This record is the basis of Hyfra's invoicing and will be checked and signed by Customer without undue delay.
- C. At the place for performance of the Service (the "Service Site"), Customer will: provide the consumables and energy needed for the Services, such as electricity, water, compressed air, digital data interfaces including the associated connections; ensure that the Service Site is protected against weather impacts, well-lit, well-tempered, and allows performance of the Service without disturbances; ensure that the Service Site is cleaned regularly, which includes the disposal of packaging material; provide for washing and toilet facilities, emergency kits, dry and lockable storage rooms for Hyfra's service equipment, as well as adequate common/rest rooms in the case of extensive Service performance by Hyfra's Personnel; ensure that all goods, tools, parts, or other equipment to be installed are stored properly at, or in immediate proximity to, the Service Site and protected against weather impacts; and provide sufficient aids, equipment, and tools that meet the applicable professional standards and are in a technically and operationally safe condition for the Service as provided for in Hyfra's written Order confirmation.
- D. Unless otherwise agreed in writing, Customer will provide free of charge all necessary aids, equipment, and tools requested by Hyfra for the performance of the Services and will perform any actions necessary for the set-up and testing of the object worked on ("Service Object"). Customer will ensure that (i) Hyfra Personnel is immediately provided with the examination results and any samples of the laboratory for quality control in order to determine technical process parameters and (ii) the Service Object is cleaned upon request by Hyfra Personnel, which includes the disposal of packaging material.
- E. Hyfra will retain ownership for all of its own property, aids, equipment, and tools used for the performance of Services.
- F. Customer will pay all costs for the actions taken pursuant to this provision. If Customer fails to do so, Hyfra may, after prior notification to Customer, perform necessary actions and Customer will reimburse Hyfra for such costs. Hyfra's right to claim further damages will remain unaffected.

HYFRA PERSONNEL AND SUBCONTRACTORS

Customer will instruct Hyfra Personnel without undue delay about Customer's obligations relating to the Hyfra Personnel and the Services towards local authorities and relevant laws and regulations that must be complied with. Customer will: (a) take over the representation of the interests of Hyfra Personnel and the completion of necessary formalities; (b) take necessary measures for the prevention of accidents at the Service Site as well as the protection of Hyfra property used for the performance of the Service at the Service Site; and (c) instruct Hyfra Personnel about hazards and safety laws and regulations. If service work by another company and Service by Hyfra Personnel is performed simultaneously, Customer will appoint a responsible representative who will coordinate the work in order to prevent mutually caused danger. HYFRA WILL NOT BE LIABLE FOR ANY SERVICES, WORK, OR ACTIONS OF THIRD PARTIES, OTHER COMPANIES HIRED BY CUSTOMER, OR CUSTOMER OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES. If Customer agrees by separate agreement to provide Hyfra Personnel with free-of-charge accommodation, Customer will provide a single bedroom with WC and bath or shower in a hotel conforming to Western- European standards. Hyfra may demand in advance proof of suitable accommodation for its personnel. Customer will inform Hyfra without undue delay if Hyfra Personnel becomes incapacitated for work during the stay. In this case, Customer will ensure proper local medical treatment, including free choice of doctor, proper medication and all other measures necessary for restoration of health and disburse the resulting costs to a reasonable extent. In the case of hospitalisation of Hyfra Personnel, Customer will arrange admission to Western-European standard hospitals and ensure accommodation in the highest category and will ensure secure storage of the luggage of Hyfra Personnel during the absence. Hyfra may, at its option, subcontract the performance of Service to sub- contractors.

ASSISTING EMPLOYEES OF CUSTOMER

Customer will provide an adequate number of suitable assisting employees requested by Hyfra if needed to ensure quick performance of the Service ("Assisting Employees"). Hyfra Personnel is authorised, to the extent necessary for due Service performance, to instruct the Assisting Employees. Upon Hyfra's request, Customer will provide adequate interpreters for securing proper communication between Hyfra Personnel and the Assisting Employees. Assisting Employees remain under Customer's supervision, responsibility, and insurance obligation and Customer will indemnify, defend, and hold Hyfra harmless against all allegations, claims, damages, expenses (including attorneys' fees), and liabilities related to or arising from the Assisting Employees, including, without limitation, to claims for wages, compensation, or benefits. Customer will be responsible for damage caused by the Assisting Employees, unless it proves that Hyfra is responsible for the damage. Customer will bear all costs for the actions taken pursuant to this provision.

TRAINING COURSES

Hyfra may offer Customer training courses from time to time at Customer's request. Pricing for training courses are based on Hyfra's standard pricing as of the date of training. Customer will also pay Hyfra for reasonable expenses incurred by Hyfra for travel, lodging, rental car, and meals in connection with the training courses. The names of Customer's employees who participate in the training courses must be confirmed by

Customer in writing twelve (12) weeks before the start of the training or by the confirmation date specified by Hyfra. If Customer fails to timely confirm the names of participating employees, Hyfra may cancel the scheduled training. Cancellation of training courses by Customer must be made to Hyfra in writing. Hyfra will charge Customer the following fees if a training course is cancelled: (i) up to six (6) weeks before the start of the training course: 25% of the total course price; (ii) up to two (2) weeks before the start of the training course: 50% of the total course price; or (iii) within two (2) weeks of the start of the training course: the total course price. The training course materials and other documents or information provided or shared by Hyfra during the training courses ("Course Materials") belong or have been provided to Hyfra. Nothing in these Terms and Conditions shall be construed as transferring, assigning, or conveying any ownership or proprietary rights to the Course Materials to Customer, any training attendee, or any other person or entity. Customer will not use or share the Course Materials with third parties. The Course Materials and information provided during training courses are provided by Hyfra for reference purposes only and are subject to change and may become outdated.

CLAIMS FOR SERVICE DEFECTS

In the case of a defect of the Service, Hyfra will, at its choice, either render subsequent performance by rectifying the defect (*Nachbesserung*) or by re-performing the Service (*Neuherstellung*). Subsequent performance will be made without acknowledgment of a legal obligation. Customer will not have claims for defects in the case of minor defects. In the case of rectification or re-performance, the remainder of the original limitation period shall run from the re-commissioning of the Service Object. The place of fulfilment for the subsequent performance will be the agreed Service Site. Claims of Customer for costs required for the purpose of subsequent performance, notably the costs of transport, journeys, labor and material, are excluded to the extent that the costs are increased as a result of the Service Object being brought to a place other than the agreed Service Site. If subsequent performance fails, Customer may cancel the affected Service Order or claim a reasonable price reduction. Subsequent performance is considered as having failed after the third attempt. The limitation period for claims for defects shall be one year from acceptance of the Service. However, this limitation shall not apply, if (i) a defect was fraudulently concealed or (ii) if a guarantee for the quality of the Service was provided, in which case the guarantee provision or limitation period as set out in the guarantee shall apply. As for claims for damages, this limitation will also not apply in the following cases: (i) damage to life, body or health, (ii) intent or (iii) gross negligence on the part of Hyfra's management or executive staff. Subject to claims for damages pursuant to the section "Limited Liability" below, any further claims for service defects will be excluded.

INTELLECTUAL PROPERTY

- A. Customer does not have any rights in or to the trademarks or intellectual property of Hyfra. Hyfra owns all proposals, plans, inventions, creative designs, impressions, illustrations, drawings, ideas, suggestions, reports, technical information, and intellectual property relating to the Goods and Services. All such property will remain Hyfra's property and will not be used by Customer or disclosed to third parties. Customer will not modify, make derivatives of, or reverse engineer the Goods. If any Good is manufactured and/or sold by Hyfra to meet Customer's specifications or requirements, and is not part of Hyfra's standard line offered by Hyfra to the trade generally, Customer represents and warrants that (i) its specifications and requirements do not infringe, misappropriate, or violate any intellectual property or other third party right and (ii) it will indemnify, defend, and hold Hyfra harmless from any claim, allegation, liability, damage, cost, or expense (including reasonable attorneys' fees), relating to or arising out of such Good, including any intellectual property or third party claim.
- B. Hyfra will release Customer from undisputed claims that the Goods infringe a third party's industrial property rights and/or copyright in Germany. If Customer is enjoined from use or sale of the Goods, or if in Hyfra's opinion the Goods are likely to become the subject of a claim of infringement, Hyfra, at its expense, may either cure the alleged infringement by procuring the right for Customer to continue using the Goods, or replace or modify the Goods to make them non-infringing (as alleged). If Hyfra is unable to cure the infringement or if such a cure is not possible at financially reasonable terms as determined by Hyfra in its discretion, (a) Customer may terminate the Order or return the Goods to Hyfra and Hyfra will pay Customer the value of the Goods at the time of the return as determined by Hyfra at its discussion and/or (b) Customer will, at Hyfra's request, discontinue use the Goods. Hyfra has no obligations or responsibility for claims under this provision if (a) the infringement was caused by Customer or a third party; (b) the infringement was caused by Customer's content, materials, designs, or specifications; (c) the Goods are combined with other products and such products or combination forms the basis of the infringement; (d) the Goods are modified and such modification forms the basis of the infringement; (e) the defect or allegation rests on an assignment by Customer or (f) Customer continues using the Goods after receiving notice from Hyfra of potential infringement or of an allegation of infringement. Hyfra is required to release Customer under this provision only if: (a) Customer informs Hyfra immediately in writing of claims asserted for infringements of industrial property rights or copyright; (b) Customer supports Hyfra in the defense of the asserted claims and enables Hyfra to carry out the modification measures on the Goods supplied; and (c) all means of defense remain open to Hyfra, including settlement outside the courts. THIS PROVISION SETS OUT CUSTOMERS SOLE REMEDIES AGAINST HYFRA FOR INFRINGEMENT. LIABILITIES BEYOND THESE, ESPECIALLY FOR DAMAGES, DO NOT ARISE UNLESS HYFRA IS LIABLE FOR GROSS NEGLIGENCE.

LIMITED WARRANTY FOR GOODS

- A. Limited Warranty– Hyfra warrants to its direct Customers that the Goods conform to the agreed specifications, are of merchantable quality, free of defects in material or workmanship, under normal use and service (the "Warranty").
- B. Warranty Period– The limitation period for claims for defects will be one (1) year from the date of original start-up of the Goods, or eighteen (18) months from the date of shipment by Hyfra, whichever occurs first (the "Warranty Period"). However, this limitation will not apply, if (i) a defect was fraudulently concealed or (ii) a guarantee for the quality of the Goods was provided, in which case the guarantee provision or limitation period as set out in the guarantee shall apply. As for claims for damages, this limitation will also not apply in the following cases: (i) damage to life, body or health, (ii) intent, or (iii) gross negligence on the part of Hyfra's management or executive staff.

- C. Warranty Coverage– In the case of a defect, Hyfra will either render subsequent performance by repairing defective Goods (*Nachbesserung*) or replacing defective Goods with non-defective Goods (*Nachlieferung*). Subsequent performance will be made without acknowledgment of a legal obligation. For repaired Goods, the remainder of the original limitation period will run from the return of the repaired Goods; the same shall apply for replaced Goods. The place of fulfillment for the subsequent performance will be Hyfra's place of business. Claims of Customer for costs required for the purpose of subsequent performance, notably the costs of transport, journeys, labor and material, are excluded to the extent that the costs are increased as a result of the Goods being brought to a place other than the agreed place of delivery. Also excluded are the costs for dismounting and installing the defective Goods. Hyfra may charge such increased costs to Customer. Customer may only claim such costs as damages subject to the section "Limited Liability" below. If subsequent performance fails, Customer may cancel the affected Purchase Order or claim a reasonable price reduction. Subsequent performance is considered as having failed after the third attempt. In the event that any Good covered by this Warranty is no longer available, Hyfra may, at its option, provide a substitute component.
- D. Customer will without undue delay examine all Goods upon delivery. Customer will notify Hyfra in writing of obvious defects of Goods without undue delay, but at the latest within one week from the delivery; hidden defects will be notified to Hyfra in writing without undue delay, but at the latest within one week from their discovery. Acceptance of Goods will not be refused on grounds of minor defects. Belated claims for defects will be excluded.
- E. Exclusions– The following limitations and exclusions apply to this Limited Warranty:
- a. The Warranty does not cover accessories or components that must be replaced as part of a regular maintenance program, such as filters, driers, refrigerant, refrigerant line sets, fuses, surge protection devices, gaskets, belts, wiring, and oil nozzles, or any of the other services or costs for replacement of warranty part set out in the Warranty Coverage section, including but not limited to diagnostics, labor, or freight. In addition, glass is not guaranteed against breakage or covered by the Warranty; nor are light bulbs, fluorescent lamp tubes, or LEDs covered by the Warranty. The warranty provided by the manufacturer of those products may be extended to that component. Any warranty claims relating to those products must be made by Customer to that manufacturer, not Hyfra.
 - b. This Warranty applies only if the Goods were properly installed and maintained in accordance with Hyfra's installation and operation and maintenance instructions and/or if the installation and all repairs of the Goods are performed by a licensed professional/contractor experienced with these types of Goods and familiar with local codes and regulations. NOTE– Proper installation is the responsibility of the installer and owner (end user), not Hyfra, and Hyfra is not responsible for installation.
 - c. This Warranty does not apply if the Goods are moved after the initial installation; if the serial number on the Good has been altered, defaced, or removed; or if the final destination of the Goods is unknown.
 - d. This Warranty does not cover damage or defect resulting from: (a) any act of God, including, but not limited to, fire, floods, wind, lightning, hurricanes, tornadoes or earthquakes; (b) mold; (c) installation or operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (e.g., chlorine, fluorine, salt, recycled waste water, urine, fertilizers, or other damaging substances or chemicals); (d) accident, misuse, neglect, or unreasonable use or operation of the Goods, including, but not limited to, operation of the Goods on low, high or improper voltages or voltages other than in the range specified by Hyfra (includes damages caused by brownouts); (e) improper wiring connection of controls or safety switch circuits; (f) modification, change or alteration of the Goods, except as directed in writing by Hyfra; (g) operation with system components that do not match or meet the specifications recommended by Hyfra; (h) use of accessories or additives that have not been approved by Hyfra that are installed on or in the Goods; (i) use of contaminated or alternate refrigerant; (j) damage caused by frozen or broken water pipes; and (k) damage caused by overloading shelves or wire racks beyond the specified weight limits.
 - e. Hyfra will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever. This Warranty does not cover lodging expenses.
- F. A contractual property of the Goods is fundamentally deemed to be only the description made public in Hyfra's proposals, specifications or similar. In addition, Hyfra's publicity materials and/or advertising do not in any way represent details of contractual properties.
- G. Subject to claims for damages pursuant to the section "Limited Liability" below, any further claims for defects shall be excluded.

LIMITED LIABILITY

- A. In the case of ordinary negligence, Hyfra will be liable only for damages resulting from the violation of essential contractual duties the performance of which is required for the due execution of the contract and the observance of which Customer regularly relies on and may rely on (*vertragswesentliche Pflichten*); in this case, liability will be limited to the typical foreseeable damage. This limitation of liability will also apply to damages caused by gross negligence by Hyfra's employees or representatives who are not part of its management or executive staff.
- B. In the cases of section A, liability will be limited to the price of the delivered Goods or performed Service concerned.
- C. In the cases of section A, liability will exclude lost profits and any indirect or consequential damages.
- D. In the cases of section A, the limitation period will be two (2) years from the date on which the claim arose and Customer gained knowledge of the circumstances substantiating the claim. Irrespective of Customer's knowledge, the limitation period will be three years (3) after the event that triggered the damage. The statute of limitation for damage claims due to defects will be determined in accordance with the section "Limited Warranty" above.
- E. The above-mentioned limitations of liability will not apply (i) in the case of damage to life, body or health, (ii) intent, and (iii) gross negligence on the part of Hyfra's management or executive staff, (iv) if a defect was fraudulently concealed, (v) if a guarantee for the quality of Goods or Service was provided, in which case the guarantee provision or limitation period as set out in the guarantee shall apply, or (vi) in the case of liability under the German Product Liability Act (*Produkthaftungsgesetz*).

- F. The commissioning of Goods without its own electrical control system may be carried out only by an expert electrician familiar with the commissioning of such Goods. If an expert electrician is not used, Hyfra is not liable for any defects or compensation for faults or resulting damage.
- G. The above limitations of liability also apply to Customer's claims for damages against Hyfra's legal representatives, executives, employees, and agents.

CONFIDENTIALITY

Customer will treat as confidential all information disclosed by Hyfra or learned by Customer relating to Hyfra, its intellectual property, and/or the Goods or Services ("Confidential Information"). Customer will use Confidential Information solely for the purpose of the installation, use, or operation of the Goods and will protect Confidential Information from disclosure to others using the same degree of care used to protect its own confidential information, but in no event less than a reasonable standard of care. Upon written request of Hyfra, Customer will no longer use any Confidential Information and will destroy or return, at Hyfra's option, all such information. The parties acknowledge and agree that damages at law would be insufficient in the event of breach of any obligation contained in this section. Accordingly, the parties agree that in the event of a breach or threatened breach, the affected party may be entitled to injunctive or other equitable relief without the need for posting a bond, in addition to other remedies or rights that may be available, including monetary damages.

FORCE MAJEURE

Hyfra will not be liable for failure to perform any obligations if the failure is beyond its control, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, or failure of electricity or telephone service. The above also applies if the circumstances affect subcontractors of Hyfra. The circumstances described above, all defined herein as "Force Majeure Events," are not the responsibility of Hyfra if they occur during an already existing delay. In significant cases, Hyfra will inform Customer as soon as possible of the start and end of the Force Majeure Event. If a Service has to be prematurely stopped due to a Force Majeure Event, Hyfra may charge Customer all costs (including return journey costs) incurred up to the time of the Force Majeure Event. Where the Force Majeure Event continues for two months or longer, either Hyfra or Customer may cancel the affected Purchase Order or Service Order.

COMPLIANCE WITH LAWS

Customer acknowledges and agrees to comply with all applicable laws and Hyfra's policies and warranties, including but not limited to these Terms and Conditions and all import and export control laws and all applicable anti-bribery, anti-kickback, or anti-corruption laws (for example, the United States Foreign Corrupt Practices Act and laws enacted in accordance with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Non-U.S. Public Officials in International Business Transactions (the "OECD Convention")). Hyfra reserves the right to amend its policies and warranties at any time without the consent of Customer.

INDEMNIFICATION

Customer will defend and indemnify Hyfra against all allegations, claims, damages, expenses (including attorneys' fees), and liabilities relating to or arising out of any (i) negligence or willful misconduct of Customer or its employees or agents, (ii) goods, products, equipment, materials or parts supplied by Customer that are not Hyfra's Goods; (iii) any personal injury, death, or property damage caused by Customer or its employees or agents; or (iv) any breach of these Terms and Conditions by Customer or its employees, representatives, or agents.

GOVERNING LAW AND PLACE OF JURISDICTION

These Terms and Conditions and any associated Order shall be governed by and construed in accordance with the laws of Germany without reference to principles of choice of law or conflicts of law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). For all disputes arising from the contract, if Customer is a registered trader, a legal person of public law, or a separate estate of public law, Altenkirchen, Germany is agreed to be the exclusive place of jurisdiction. However, Hyfra is also entitled to file a suit at Customer's head office.

MISCELLANEOUS

The invalidity of individual provisions of these Terms and Conditions or of the contractual relationship which is based upon them does not affect the effectiveness of the provisions or of the respective contractual relationship as a whole. These Terms and Conditions and any associated Order set forth the entire agreement between the parties concerning the purchase and sale of Goods and Services and supersede all other prior oral or written understandings, promises, representations or agreements. Unless otherwise stated in writing and agreed to by both Customer and Hyfra, the parties have not relied on any statement, representation, or warranty not expressly set forth in these Terms and Conditions. These Terms and Conditions cannot be modified or amended, except by a written document signed by both Customer and Hyfra. In place of the ineffective provision, or to fill a loophole, an appropriate arrangement is deemed to be agreed. This approaches as closely as possible to what was intended when defining the provisions or entering the contractual relationship, or to what would have been intended according to the financial intent and purpose of the provisions and/or the contract if the point had been considered. Captions and headings are used in these Terms and Conditions for convenience only and will not be used to interpret the terms. These Terms and Conditions establish an independent buyer-seller relationship. Hyfra and Customer do not intend to create, and have not created by these Terms and Conditions, any partnership, joint venture, master servant, employer-employee or similar business relationship. The parties also do not intend to create, and have not created, any rights in or conferred any benefits on anyone other than Hyfra and Customer. Customer may not assign, in whole or in part, any rights or interests under any Order or these Terms and Conditions, or any other interest, without Hyfra's prior written consent. Any assignment in violation of this provision is null and void.

Date: March 2019