

General Terms of Installation and Service

January 2, 2024

of Bausch + Stroebel Machine Company, Inc.

Hereinafter referred to as “Seller”

Customer

Hereinafter referred to a Purchaser”

I. General Information - Scope of Application

These general terms of installation and service apply to all installation, maintenance, repair, and service work (“installation work”) that the Seller performs on goods supplied by the Seller, unless other agreements have been negotiated in individual cases.

These general terms of installation and service apply exclusively. Bausch + Stroebel does not recognize terms of the Purchaser that are contrary to, or that deviate from, the Seller’s general terms of installation and service unless the Seller has confirmed their validity in writing. The Seller’s general terms of installation and service apply equally in cases in which the Seller provides services to the Purchaser, with knowledge of terms of the Purchaser that are contrary to, or that deviate from, the Seller’s general terms of installation.

The Seller’s Standard Terms of Installation and Service apply only to Bausch + Stroebel equipment purchasing companies.

II. Order Acceptance – Execution

1. The Seller’s offer to perform installation and service work are non-binding. An awarded contract is deemed accepted only when confirmed in writing by the Seller. The Seller is entitled to commission third parties to perform part or all of the installation work.

2. The scope of Seller’s installation work is only deemed valid by the Seller’s written order confirmation and any written attachments thereto. Agreements between the Seller’s installation/service personnel and the Purchaser, that deviate from the agreed scope of work, are valid only if confirmed in writing by the Seller.

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3. The installation/service deadlines stated in the order confirmation are estimates. The start, duration, and completion of the installation/service work can be delayed due to circumstances outside the control of the installation/service personnel. Failure to meet the stated deadlines does not entitle the Purchaser to a price reduction or other compensation.

III. Obligations of the Installer

The Seller is obligated to carefully select, and appropriately instruct the installation/service personnel. The number and composition of the installation personnel assigned will be determined exclusively by Bausch + Stroebel.

IV. Obligations of the Purchaser

1. The Purchaser is obligated to support, at the Purchaser's expense, the installation/service personnel in the performance of the installation/service work to be completed.

2. The Purchaser is obligated to undertake the special measures needed for protection of personnel and property at the installation/service site. The Purchaser will advise the installation/service personnel of existing special safety rules to the extent that these are important for the installation/service personnel. The Purchaser will notify the Seller of any infringements of such safety rules by Seller's installation/service personnel.

3. In the event of serious infringements, the Purchaser can, upon notification to Bausch + Stroebel, refuse access to the installation/service site for the personnel committing the infringements. The Purchaser will also notify the Seller immediately of hazardous situations and/or accidents that occur within the scope of performance of the installation work.

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V. Technical Assistance from the Purchaser

1. The Purchaser is obligated to provide technical assistance, at the Purchaser's expense, particularly with respect to:

a) Supply of the necessary number of qualified support personnel (bricklayers, carpenters, machine fitters, and other specialized personnel, handy men, etc.) for the time needed for the installation/service. The support personnel must comply with the instructions of the installation/service personnel. The Seller assumes no liability for the support personnel. The provisions in Sections XIV and XV of these terms apply to any defect or damage caused by the instructions of the installation personnel.

b) Transport of the items to be installed to the site, and securing of the site and materials against any type of damage. If, as an exception, the Purchaser's order specifies that the installation /service personnel will oversee the transport of the items to be installed, the Purchaser will bear the responsibility and the risks of the transport. Purchaser assumes all responsibility for any damages occurred in the event that Purchaser completes unpacking, installation, leveling, et cetera.

c) In the event of a machine overhaul, it must be guaranteed that due to prior cleaning of the equipment, both the equipment to be installed / overhauled and the premises where service work will be performed, shall be free of harmful substances (e.g. residues of toxic products). Should this not be the case, the Purchaser must see to it that cleaning will be carried out immediately upon request of the Seller's installation/service personnel. Any delays resulting thereof shall be invoiced to the Purchaser.

d) Supply of the necessary equipment (e.g. workbench with vise), heavy tools (e.g. lifting devices, compressors), and the requisite supplies and materials (e.g. wedges, supports, lubricants).

e) Preparation of the energy supply to the items to be installed (e.g. electricity, water, compressed air, steam, gas, oxygen, vacuum, etc.).

f) Supply of heating, lighting, operating power, and water, including the necessary connections.

g) Supply of suitable break rooms and work areas (with heating, lighting, washing and sanitary facilities), and first aid for the installation/service personnel.

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h) Standard equipment / protective clothing of the Bausch + Stroebel installation personnel: Bausch + Stroebel technicians are provided with the following equipment:

1. Safety glasses
2. Hearing protection
3. Safety boots (class S1P)

Any additional equipment requested by the Purchaser shall be provided by themselves, or will be charged to the Purchaser.

i) Supply of materials and performance of all other activities necessary for adjustment of the item to be installed/serviced/adjusted, and for the performance of a contractually stipulated trial.

j) Supply of the documentation delivered (if any) with the item to be installed/serviced, such as operating manual, spare parts catalog, wiring diagram, etc.

2. The technical assistance provided by the Purchaser must ensure that the installation/service can be started without delay after arrival of the installation/service personnel, and can be completed before the acceptance inspection is to be performed by the Purchaser. If special plans or instructions are needed from the Seller's side, the Seller will submit these to the Purchaser in a timely manner.

3. If the Purchaser fails to meet its obligations, the Seller will be entitled, but not obligated, after granting of a grace period, to perform the activities for which the Purchaser is responsible in lieu of the Purchaser and at Purchaser's expense. In other respects, the Seller's legal rights and claims will remain unaffected.

VI. Working Time

1. The installation/service work will be completed during the Purchaser's normal operating hours, or as agreed with the Purchaser, at the start of the installation/service.

2. The standard weekly working time of the Seller's installation/service personnel is forty (40) hours; specifically, Monday through Friday, between 8:00am – 5:00pm, eight (8) hours per day

VII. Rates Charged for Installation/Service Work

1. Installation/service costs, as it pertains to hourly rates, are charged based on time worked, or eight (8) hours per day minimum, unless a flat rate price was previously agreed upon in writing.

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2. Hourly rates will be provided upon request by the Purchaser.

3 Holidays subject to the relevant surcharges are understood as statutory holidays in the German state of Baden-Wuerttemberg, for technicians originating from Germany. Holidays in the guest country on which no work can be performed, will be charged the rate for a normal working day.

4. Travel time, as well as delays (in the event of interruptions in installation/service), that are not caused by the Seller, will be considered working time and will be charged as incurred, according to the principles and prices applicable to time worked.

5. If country-specific documentation, certificates, confirmations, etc. are required, the Seller must receive a corresponding notification from the Purchaser within a reasonable time, prior to the start of the installation/service work. The preparation of the documents will be charged on a time and material basis.

6. A flat rate of \$750.00 per service visit will be charged for the preparation and follow-up of said service visit.

7. If the service visit is cancelled, \$750.00 plus the costs already incurred will be charged to the invoice address.

VIII. Travel Costs

Travel costs for the means of travel (air, rail, etc.), plus incidental costs incurred, will be charged based on actual costs incurred.

1. Travel by company car will be charged based on miles driven at a rate of \$0.60 per mile. The Seller's installers will be entitled to travel to their homes when the Seller's company is closed for multiple days due to a holiday, such as at Easter, Memorial Day, and Christmas. The costs for this travel will be paid by the Purchaser.

2. A flat rate of \$350.00 will be charged each way for the rental car to, and from the airport in Germany for technicians traveling to the U.S.

3. In the event of an overnight return flight with duration of more than eight (8) hours, the return transfer by taxi will be charged to the Purchaser on a time and material basis.

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4. Travel costs due to interruptions in the installation that are not caused by the Seller will also be paid by the Purchaser.

5. If multiple installations are performed consecutively, the travel costs will be allocated proportionately.

6. To offer you increased flexibility and availability regarding our installations, we have dedicated field equipment technicians (installers, electricians, programmers, etc.).

The cost of air travel for these technicians may be higher when they travel outside Europe.

The hourly rates for installation work are charged according to “VII. Rates Charged for Installation Work”, are depending on the technician’s specialization.

7. Daily travel by car to the Purchaser’s site exceeding thirty (30) minutes will be included in the daily time sheet and charged at cost from the time of departure.

8. In the event a rental car company cannot provide toll receipts within two (2) weeks, a flat fee of \$30.00 will apply for any areas which are susceptible for tolls.

IX. Other costs and fees

1. Fees arising from drug testing, background checks, work permits, etc. will be charged to the Purchaser on a time and cost basis.

2. Purchaser will be charged a flat rate of \$225.00 per for the Seller’s technicians obtaining a visa or work permit, when necessary.

3. Any further costs / fees arising due to country or Purchaser specific requirements will also be charged on a time and cost basis.

4. Should on-line training or Purchaser required registration be carried out at Bausch + Stroebel prior to the start of the service visit, the arising costs will be invoiced on time and cost basis.

5. Fifty (50) percent of any additional costs arising as a result of force majeure shall be charged to the Purchaser.

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6. Any costs related to toolbox or ancillary installation equipment consignment to and from the installation site, for all Bausch + Stroebel service visits, will be charged back to the Purchaser.

X. Per Diem Expenses

1. The travel expenses reimbursed to the installation/service personnel for daily expenses, hotels, transportation, etc. will be charged according to the applicable rate card at the time of purchase. This rate card will be provided upon request by the Purchaser.

XI. Supply of Measuring/Test Equipment – Installation/service Report

1. On request, the Seller will advise the Purchaser as to which measuring and/or test equipment is expected to be needed within the scope of completion of the installation/service activities, and for what duration.

2. On request of the Purchaser, the Seller can supply the needed measuring and/or test equipment (if allowed under the import and export regulations of the respective country).

3. If the measuring/test equipment is needed for up to seven days, the Seller will charge a basic fee for the first seven (7) days. If the devices are rented for more than seven (7) days, the Seller will charge the applicable rates at the time of purchase, for each additional day, and for the time during which the devices are not available at Bausch + Stroebel. Shipping charges are “prepay and add”, and will be invoiced to the Purchaser.

Note: For pricing see applicable document “Equipment Rental Rates” at the date of purchase.

4. The Seller is further entitled to request the Purchaser to pay a reasonable security fee for the committed measuring, test equipment, and/or any tools shipped to Purchaser’s site, deemed necessary for the installation/service, by Bausch + Stroebel, The Purchaser will be credited upon the safe and timely receipt of the equipment at Bausch + Stroebel, 10 Thompson Road, Branford, CT 06405.

XII. Invoicing of Installation/service Costs - Prices - Payment Terms

1. The installation/service costs will be invoiced after completion of the installation/service activities. For installations/services that last more than four (4) weeks, the Seller reserves the right to issue interim invoices.

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2. The Seller's prices do not include sales tax. Sales taxes will be calculated based on fiscal regulations applicable at the place of performance at the time of contract fulfillment.

3. Unless otherwise stated in the order confirmation or expressed in writing by Bausch + Stroebel management, undisputed invoices for installation/services are payable in full (without discount) within thirty (30) days of receipt of invoice.

XIII. Work Records - Acceptance

1. The Seller's installation/service personnel will maintain documentation that serves as a record of time worked and as the basis for the invoicing of the installation/services performed. The Purchaser, or the Purchaser's agent, is obligated to inspect these records for accuracy, through signature, upon completion of the installation work.

2. The Purchaser is obligated to perform an acceptance of the completed installation/service work as soon as notification is received of its completion, and a contractually agreed trial of the object to be installed / serviced has been performed. If the installation/service is shown not to be in compliance with the contract, the Seller will be obligated to correct any defects. This rule does not apply if the defect is inconsequential to the interests of the Purchaser or is attributable to a circumstance for which the Purchaser is responsible. If no material defect exists, the Purchaser cannot refuse the acceptance.

3. If the acceptance of the installation/service is delayed through no fault of the Seller's, the acceptance will be deemed as given after two (2) weeks following notice of completion of installation/service work.

4. The Seller's liability for apparent defects expires upon acceptance, if the Purchaser has not reserved the right to enforce a claim for a specific defect.

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XIV. Claims for Defects

1. After acceptance of the installation/service, the Seller is liable for defects in the installation/service, and obligated to correct the defects. The Purchaser is obligated to report any discovered defect to the Seller immediately, but no later than two (2) weeks.
2. The Seller's liability is excluded if the defect is inconsequential to the interests of the Purchaser, or is attributable to a circumstance, for which the Purchaser is responsible.
3. The costs incurred directly for correction of defects will be paid by the Seller, if the claim proves to be justified and a timely notice of the defect was given.
4. If the Seller, taking into consideration the statutory exceptions, allows a reasonable grace period granted to the Seller to expire without action, the Purchaser will be entitled to a price reduction within the scope of the statutory regulations. Only if the installation/service, despite a reduction in price, can be shown to be of no interest for the Purchaser, will the Purchaser be entitled to withdraw from the contract.
5. The statute of limitations on claims for defects is twelve (12) months. This rule does not apply to claims for damages due to defects. Section XV of these terms applies in the case of claims for damages due to a defect.

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XV. Liability for Damages - Limitation of Liability

1. If a part of the installation/service delivered by the Seller is damaged through the Seller's fault during the installation/service work, the Seller will be obligated to repair or replace the part, at the Seller's discretion and at the Seller's expense.

2. If through the Seller's fault an item installed, within the scope of the installation/service, cannot be used by the Purchaser in accordance with the contract by the Purchaser, due to failure of or defective execution of suggestions and advice provided before or after the conclusion of the contract, or other ancillary contractual obligations, particularly instruction for operation and maintenance of the installed item, the provisions of Sections XIII and XIV 1 and 3 will apply under exclusion of further claims by the Purchaser.

3. The Seller's liability will be excluded in case of minor negligent infringement of nonessential contractual obligations. In other respects, the Seller's liability for property or financial damages, subject to the following terms, will be limited to two (2) times the invoice amount of the affected installation, maintenance, repair, or service work per occurrence. The above limitation of liability does not apply in cases of intent or gross negligence on the Seller's part, in cases of culpable injury to life, limb, or health, in cases that were fraudulently concealed, within the scope of a warranty commitment and if a liability exists under product liability law for personal injury or property damage on privately used objects.

4. If a liability is excluded or limited with respect to the Seller, this applies equally to the personal liability of the Seller's employees, workers, coworkers, representatives, and agents.

XVI. Compensation by the Purchaser

If the equipment or tools are damaged at the installation/service site, or lost through no fault of the Seller's, the Purchaser will be obligated to compensate for these damages. Excluded are damages attributable to normal wear and tear.

XVII. Non-Solicitation

As additional protection for Confidential Information, the parties agree that during the period over which Services are provided, and for one (1) year thereafter, the parties will not solicit any employee or consultant of the other party to leave the other party for any reason.

XVIII. Legal Venue - Applicable Law

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1. For contracts with commercial entities, legal persons under public law, or a public-law special fund, the legal venue for all disputes arising from this contractual relationship will be the court of competence at the Seller's corporate seat. The Seller reserves the right to bring action at the corporate seat of the Purchaser.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with these terms is the competent court in the State of New York.
3. These Terms and all Orders will be governed by the internal laws of the State of New York, without regard to any conflict of law's provisions.

Note: in accordance with the Federal Data Protection Act, notice is hereby given that Seller may store data from the Purchaser in connection with Seller's performance of services under this Agreement. Upon conclusion of this Agreement, Seller will destroy any such data that it has stored in connection with its performance of services.