

General Terms and Conditions of Sale of Lenser Filtration GmbH¹

The terms of ORGALIME S 2012² attached hereto shall form the basis of quotations and contracts for all supplies and services by Lenser Filtration GmbH (hereinafter referred to as the "SELLER") if not stated otherwise in this document.

The following deviations from Orgalime S 2012 shall apply:

PREAMBLE

Clause 1 is amended as follows:

"The SELLER's supplies and services are provided exclusively on the basis of the present General Terms and Conditions of Sale. Any terms and conditions of the BUYER that have not been expressly accepted by the SELLER do not apply. The present General Terms and Conditions of Sale shall also apply if the SELLER performs the delivery without reservation, although he is aware that the BUYER's terms contradict or differ from these General Terms and Conditions.

DEFINITIONS

The definition of "Gross Negligence" is deleted.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Clause 4 is amended as follows:

"The information communicated by the SELLER in connection with the offer or a Contract based on the offer contains confidential and proprietary information of both technical and commercial nature belonging to the SELLER. The BUYER undertakes not to disclose this information to third parties without the prior written consent of the SELLER. Under no circumstances shall the BUYER allow third parties to manufacture the scope of supply or parts thereof on the basis of drawings and documents submitted by the SELLER. The BUYER shall only use these drawings and documents in connection with the offer and with a Contract based thereon. The intellectual property rights, copyrights and other rights vested in the design, manufacture, supply of the Products, drawings, specifications, documents, data and software made available by the SELLER to the BUYER shall be owned solely by the SELLER and shall remain its property. Any documents, drawings etc. may be reclaimed by the SELLER at any time. The BUYER shall receive a non-exclusive and non-transferable license for installation, operation and maintenance of the Product. If the scope of supply of the SELLER also includes software, the BUYER shall receive a non-exclusive, non-transferable and non-sublicensable license to use the software."

Clause 5 is amended as follows:

"The SELLER shall provide the information and drawings according to the Contract in the agreed number of copies not later than at the date of delivery. The SELLER shall not be obliged to hand over manufacturing drawings for the Product or for spare parts.

ACCEPTANCE TESTS

Clause 8 is amended as follows:

"If the acceptance tests show that the Product is not in accordance with the Contract, the SELLER shall remedy the deficiencies within a reasonable period of time in order to ensure that the Product complies with the Contract. The BUYER may only request that these tests be repeated if the deficiency was significant.

DELIVERY. PASSING OF RISK

Clause 10 is amended as follows:

"The reference to INCOTERMS shall always mean INCOTERMS in their latest version."

TIME FOR DELIVERY. DELAYS

Clause 11 is amended as follows:

"The delivery time stated or agreed does not begin until the Contract enters into force. A delivery date is postponed if the SELLER's offer is not accepted within 5 working days, to the extent that acceptance exceeds this 5-day-period. The following conditions must be fulfilled for the Contract to enter into force:

- the BUYER has accepted the offer unconditionally;
- in the event of a down-payment being required, the SELLER has received the down-payment;
- the SELLER's credit insurance has given their approval (if necessary);
- an export permit (if needed) is available;
- the BUYER has approved the drawings.

Clause 12

The second paragraph is deleted.

Clause 13

Second paragraph to be added:

"In the event of delays attributable to the BUYER, the SELLER shall be entitled to reimbursement of the additional costs he has incurred as well as an extension of the delivery period."

Clause 14

The first paragraph is amended as follows:

If the Product is not delivered on the delivery date, the BUYER shall be entitled to liquidated damages after having granted a one-week grace period. The BUYER shall not be entitled to liquidated damages if he has not suffered any damage.

None of the other dates are subject to any penalties or liquidated damages, but are for information only and thus not binding on the SELLER."

In the second paragraph, "commenced week" shall be replaced by "full week".

Clause 15

At the end of the first paragraph, "at least one week" is replaced by "at least 30 calendar days".

The third and fourth paragraphs are deleted.

Clause 16 is amended as follows:

"Liquidated damages under Clause 14 and termination of the Contract after reaching the maximum amount of liquidated damages under Clause 15 shall be the only remedies available to the BUYER in case of delay on the part of the SELLER. Any other claims against the SELLER based on delay shall be excluded."

The second paragraph of Clause 17 is amended as follows:

"If the BUYER does not accept the delivery on the delivery date, the SELLER shall be entitled to issue an invoice for the contract price without granting any grace period (for pro rata deliveries, the portion of the contract price for the partial delivery that is not accepted) and the BUYER must settle the invoice as if the delivery has been accepted by the BUYER. The provisions of Clause 21 shall apply if the invoice is not settled.

The SELLER shall arrange for storage of the Product at the risk and expense of the BUYER."

The second paragraph of Clause 18 is amended as follows:

"If, for reasons not attributable to the SELLER, the BUYER fails to accept delivery within a reasonable grace period stipulated by the SELLER, the SELLER may, by notice in Writing, terminate the Contract in whole or in part. In this case the SELLER shall be entitled to compensation for the loss he suffers by reason of the BUYER's delay, including any consequential and indirect loss."

PAYMENT

Clause 20 is amended as follows:

"Whatever means of payment are used, payment shall not be deemed to have been effected before the SELLER's account has been irrevocably credited with the amount due. Sales tax, customs duties, social security contributions, duties or other taxes and fees in the country of destination are not included in the prices quoted by the SELLER and shall be added to the contract price in the corresponding amount if applicable."

Clause 21

Paragraph 1 is amended as follows:

"If the BUYER fails to pay by the stipulated date, the SELLER shall be entitled to default interest from the day on which payment was due and to reimbursement of collection costs and fees. The rate of default interest shall be as agreed between the parties or otherwise 1 percent per month. The compensation for recovery costs shall be 1 percent of the amount for which interest for late payment becomes due, but not less than EUR 40.00."

Fourth paragraph to be added:

¹ April 2019 edition, these General Terms and Conditions of Sale can be accessed at www.lenser.de.

² To the extent that ORGALIME S 2012 refers to a "Supplier", this shall mean the SELLER, and to the extent that ORGALIME S 2012 refers to a "Purchaser", this shall mean the BUYER.

"If there are changes in legislation, technical standards, taxes or customs duties, the SELLER shall be entitled to adjust the contract price accordingly if these changes affect the scope of supply and/or its performance."

LIABILITY FOR DEFECTS

Clause 23 is amended as follows:

"In accordance with Clauses 24-39, the SELLER shall remedy any defect or nonconformity (hereinafter termed "defect(s)") resulting from faulty design, material or workmanship either by repair or replacement at his own discretion. Repair or replacement are the BUYER's sole and exclusive remedies for defects."

Clause 24

Second paragraph to be added:

"Any liability for defects on the part of the SELLER shall be excluded if:

- the Product is not stored/installed/operated according to the regulations and instructions of the SELLER;
- the BUYER fails to have the scope of supply maintained by qualified and trained personnel and according to the SELLER's operating and maintenance instructions;
- the scope of supply is operated with a mixture, substance or under other non-conforming service conditions for which the scope of supply was not developed;
- the BUYER fails to inform the SELLER In Writing immediately after a defect appears or continues to operate the Product in spite of an obvious defect, thus making the defect worse;
- the scope of supply is repaired by third parties without the SELLER's prior written approval;
- the scope of supply is damaged by third parties or by the BUYER;
- defects occur due to the material provided or required by the BUYER or due to the design required by the BUYER;
- Any deterioration due to erosion, corrosion, wear and tear, wear parts and re-used or refurbished parts are also excluded from the warranty.

The express warranties the Supplier makes in the Contract are the only warranties it will make. There are no further commitments, whether express, implied, verbal or statutory. In particular, there are no implied warranties of merchantability or fitness for a particular purpose."

Clause 27 is amended as follows:

"The SELLER's liability is limited to defects in the Product present at the time of delivery and resulting from the SELLER's faulty material or workmanship. The defects liability period commences upon delivery and shall have a duration of 12 months."

Clause 28 is amended as follows:

"When a defect in a part of the Product has been remedied, the SELLER shall be liable for repaired or replaced parts under the same terms and conditions as were in force at the beginning of the original defects liability period for a period of one year. The warranty period for the remaining parts of the Product shall not be extended."

Clause 30 is amended as follows:

"On receipt of the notice under Clause 29, the SELLER shall remedy the defect within a reasonable period of time at his own expense in accordance with Clauses 23-39. The time for remedial work shall be agreed with the BUYER under consideration of the BUYER's production processes.

The third paragraph is amended as follows:

"If dismantling and installation of the defective part do not require any special knowledge, the SELLER may demand that the defective part be sent to his premises or another location he specifies. In such case, the SELLER shall have fulfilled his defects liability obligations when he delivers a duly repaired or replaced part to the BUYER."

Clause 37 is deleted

Clause 38 is amended as follows:

All defects liability obligations of the SELLER shall end one year as from the end of the original defects liability period referred to in Clause 27 or as from the end of any other warranty period agreed upon by the parties."

Clause 39 is amended as follows:

"Save as stipulated in Clauses 23-38, the SELLER shall not be liable for any defect in any part of the Product. The SELLER shall not be liable for any loss the defect may cause, including loss of production, loss of profit, or any indirect or consequential loss. This limitation of the SELLER's liability shall not apply in case of gross negligence."

Clause 40 is deleted

Clauses 41 to 43 are amended as follows:

"Force Majeure shall mean all foreseeable or unforeseeable events beyond the reasonable control of the parties and which have a negative effect on the execution of the Contract, such as acts of

authorities, sanctions, strikes, lockouts or other forms of industrial action, terrorism, war, insurrection, riots, lightning, earthquakes, fire, severe weather, forces of nature, flooding, sabotage, delays caused by transport, non-availability of means of transport, non-availability of loading and unloading facilities, labor or materials being unavailable from usual sources due to cases of Force Majeure, serious accidents at the SELLER's premises or those of his sub-suppliers, thefts, explosions, etc. If sub-suppliers of the SELLER are affected by cases of Force Majeure as specified in this clause, these cases shall also be considered Force Majeure affecting the SELLER.

Each party is entitled to suspend or reduce its activities (except the obligation to make payments due) to the extent that they are prevented or restricted due to Force Majeure, provided that the party affected informs the other party of this delay In Writing (e.g. e-mail or fax) in a timely manner. The obligations of the party affected will then be suspended or reduced for the duration of the Force Majeure event and for the time needed to resume the work. The schedules will be adapted to account for the delay.

If such suspension or reduction of the activities exceeds more than 4 consecutive months or more than 6 months within a 12-month period, both the BUYER and the SELLER shall be entitled to terminate the Contract In Writing. No delay or non-performance by either party caused by the occurrence of Force Majeure shall give rise to any claim for damages. Any and all claims and costs incurred prior to the occurrence of the Force Majeure event shall remain in full force and effect and will be set off.

Strike clause:

Labor disturbances at the installation site of the Product (if this work is included in the SELLER's scope of supply):

Strikes or other labor disturbances at the installation site of the Product that impede the work of the SELLER and are not caused by the SELLER (e.g. strikes by the BUYER's personnel or his sub-suppliers or by the personnel of the BUYER's sub-suppliers) shall entitle the SELLER to suspend its work and to an adequate extension of time as well as to reimbursement of additional costs."

CONSEQUENTIAL LOSSES – This section is amended as follows:

LIMITATIONS OF LIABILITY

Clause 45 is amended as follows:

"Notwithstanding any other provisions in the offer and Contract based thereon, the following limitations of liability shall apply:

- a) In no event shall the SELLER be liable to the BUYER for loss of use, loss of profits, loss of revenue, loss of production, loss of interest, losses due to plant shutdown or the inability to operate any facility at full capacity or increased expense of plant operations, in each case whether foreseeable or not, or for any indirect and/or consequential damages of any nature.
- b) The SELLER shall have no liability for hazardous materials, content or contamination or structures deviating from the expected status. Furthermore, the Supplier shall not be held liable for equipment or parts thereof, which is intended to be re-used in the project, but where it turns out during the project execution that the condition of the equipment or part thereof is deviating from the expected status.
- c) The aggregate liability of the SELLER arising out of the offer and under a Contract based on the offer, for whatever reasons (including payment of liquidated damages, compensation, warranty obligations, claims related to third party indemnities, make good obligations, etc.) shall not exceed 50% of the contract price.
- d) The sum of all liquidated damages (i.e. liquidated damages for delay plus any liquidated damages agreed for not achieving performance parameters) shall not exceed 10% of the contract price.
- e) All liabilities of the SELLER in connection with the offer as well as any Contract based on the offer shall expire not later than 6 months after expiry of the defects liability period.
- f) The limitations of liability shall not apply in cases of gross negligence, willful misconduct, bodily injury or death caused by the SELLER.

These limitations of liability shall have priority over all other provisions of the offer or any Contract based thereon.

If an offer or a Contract based thereon is subject to German law, the following shall apply in addition:

All promises (in particular descriptions of the scope of supply, features and technical data) and all terms in connection therewith employed in the offer or any Contract based thereon as well as all terms used in this connection (especially "guaranteed quality" or "guaranteed performance" – "zugesicherte Eigenschaften", "garantierte Leistung", (to) "guarantee", "guarantees", "guaranteed values") are not to be regarded as "Beschaffheitsgarantien" ("performance guarantees") in the sense of §§ 443, 444 or 639 of the German Civil code (BGB – Bürgerliches Gesetzbuch). All undertakings in the offer or any Contract based thereon are meant to be pure indications of the undertakings of the agreed qualities/features and performance characteristics, however, cannot be considered as "guarantees" /

Beschaffenheitsgarantien as per the said articles of law.

To the extent that any rights of the BUYER arise from the offer in the event of defective supplies and services – such as subsequent performance, replacement delivery, reduction and cancellation of the contract or any liquidated damages agreed – these rights shall not be affected by the above provision.”

DISPUTES AND APPLICABLE LAW

Clauses 46 and 47 are amended as follows:

“If the BUYER is located in Germany, any Contract based on the offer is subject to German substantive law. All disputes, discrepancies or claims arising out of the offer or a Contract based thereon, including their validity, violation or termination, shall be settled by the competent national court.

If the BUYER is not located in Germany, the offer and any Contract based thereon are subject to Swiss substantive law excluding the UN Convention on Contracts for the International Sale of Goods (CISG 1980) and the conflict of law rules.

Any dispute, controversy or claim arising out of, or in relation to the offer or a Contract based thereon, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be three. If the amount in dispute is less than € 150,000, the arbitral tribunal shall comprise one arbitrator only. The seat of the arbitration shall be Zurich. If the SELLER and BUYER do not speak German as their native language, the arbitration proceedings shall be conducted in English. The losing party shall bear the costs of the arbitration proceedings.”

Clause 48 is amended as follows:

“OTHER CONDITIONS

If performance parameters have been explicitly agreed upon, the following shall apply: If the performance parameters explicitly agreed are not achieved, the SELLER's liability shall be limited to payment of liquidated damages according to the acceptance test certificate of the SELLER. The aggregate amount of liquidated damages shall not exceed 5% of the contract price. Liquidated damages shall be the BUYER's sole and exclusive remedy for failure to meet performance parameters.

The SELLER shall not make any changes to the Product unless such changes are agreed in a written change order by the parties. The contract price and terms of delivery will be adapted accordingly in the course of such change order.

The SELLER must notify the BUYER of any requests and /or agreed changes to the Product within a reasonable period of time but not less than 15 working days after gaining knowledge thereof.

A Contract shall only enter into force between the BUYER and the SELLER or their respective legal successors. The Contract or the rights and obligations arising out of a Contract must not be assigned by one party without the other party agreeing thereto In Writing.

A Contract concluded between the SELLER and the BUYER contains the entire agreement between the parties concerning the Product and replaces all previous verbal and written agreements between the BUYER and the SELLER in relation to the subject matter as well as all previous procedures or commercial practices that have not been expressly included in the Contract. The order of precedence of the Contract documents will be included in the purchase order.

The Contract may only be modified, supplemented or corrected in a document signed by an authorized representative of each party.”