

## Cooperation Obligations

### VII. CUSTOMER'S COOPERATION OBLIGATION:

The customer agrees to support the activities of MBK. In particular, the customer provides, free of charge, all the requirements in the business sphere that are necessary for the proper performance of the contract. These requirements include the points listed below:

#### 1) Storage at customer up to commissioning

The customer provides suitable facilities for the intermediate storage of the contractual object. It must be ensured that the contractual object is stored in a dry, roofed place and protected from the weather.

The storage temperature must be within the following temperature range: + 5 up to +40 degrees. Divergences have to be arranged with MBK

#### 2) Installation and commissioning

The customer makes available - free of charge - qualified employees from the agreed installation date and for the duration of the planned work to support the installation and commissioning.

The employees must have the following qualifications:

- Metal worker with welding education
- Electrician with education

Four (4) weeks prior to the installation and commissioning of the machine, the customer has to name the responsible and eligible employees for the work in writing form and has to provide the signed checklist for the installation to MBK.

The expected production result depends on the raw material. If the raw material differs from the one specified by MBK, the material used by the customer has to be agreed with MBK concerning its usability. A sufficient quantity of the testing material must be put at MBK's disposal by the customer 2 weeks before delivery date.

As language German / English is agreed. If necessary, the customer must provide an interpreter for the entire installation and commissioning work.

#### 3) Security personnel / hazard bonus

The customer ensures the safety of the MBK staff during the installation and commissioning process. The customer shall take all necessary steps for this purpose (e.g., security personnel).

If the hazard potential has changed at the time of acceptance and commissioning work the customer has to pay a hazard bonus in the amount of EUR 1.000 per day. The assessment of the hazard situation is based on the recommendations of the Foreign Office of the Federal Republic of Germany.

#### 4) Infrastructure

The customer provides suitable facilities and the necessary infrastructure (e.g., power connectors, cabling, etc.). In particular, the requirements of the checklist for the installation and commissioning work (see point 2) shall apply.

#### 5) Environmental and operating conditions

Free of weather influences

Environmental conditions: dry, clean free of objects  
Flatness max. 25 mm, based on compacted and sustainable underground

Ambient temperature: +5 up to + 40 degrees

Air humidity: 21 up to 85 %

Installation height : 0 - 1000 m above sea level

Air purity: max. 10 mg/m<sup>3</sup> dust

Compressed air: according to ISO 8573-1:1010[-:4:-]

#### Base:

Floor plate with the following specifications:

Measurements: orbiting with min. 1 m of distance of the max. machine measurements (incl. all accessories)

Concrete quality: C25/C30

Thickness: min. 250 mm

Surface descent: max. 0. 05%

Surface planeness: max. 5 mm on 0. 1 m

length to max. 20 mm on 15 m length

Surface quality: smooth and closed without burrs

Armoring: upper and lower full faced mat armoring, constructive edge edging from slip-in brackets. Dimensioning according to static calculation for concentrated loads of 1500 kg/375 kg (static/dynamic)

Foundation: condensed underground able to take a load according to those static calculation for concentrate loads of 1500 kg/375 kg (static/dynamic)

#### 6) Technical clarification

Subsequent changes of the machine design are chargeable. This can also lead to a delay in delivery (see point 7) delivery time / delivery date).

#### 7) Delivery time / delivery date

Generally, the delivery time is defined under 'shipment and payment'.

If down-payment or a L/C is agreed, the delivery time applies after receipt of the down-payment and opening of L/C. In case of a delayed receipt of the down-payment or of the LC, even longer delivery times can result in individual cases.

Moreover, the delivery time applies after full technical clarification. This can also lead to a

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shift and extension of the delivery date. MBK will immediately notify a new delivery date to the customer in written form.

The delivery must be retrieved by the customer no later than four (4) weeks after the written operational readiness declaration of MBK.

### **8) Additional costs for non-compliance of customer's cooperation obligations**

The client's cooperation obligations are contractually owed main obligations. The additional costs (e.g. because of waiting times), caused to MBK due to not timely or not provided cooperation obligations will be charged separately to the customer.

## **VIII. SUPPLEMENTARY PROVISIONS**

### **1) Confidentiality / Property rights**

Both parties are obliged to maintain confidentiality regarding information and knowledge such as technical, commercial or organizational matters of any kind obtained from the other party by this contract. This obligation is valid during the duration of this agreement as well as after its termination and cannot be made use of or put at the disposal of a third party unless the party involved agrees. Use of this information is limited only for the execution of this contract.

This obligation to maintain confidentiality excludes information received by a third party (this has to be verified) or were already obvious on conclusion of the contract or information which generally became obvious retrospectively without infringing upon the obligations fixed in this contract. These obligations remain valid for both parties for the duration of another five years - even in case of termination of this contract.

### **2) Warranty / Commissioning / Acceptance**

Warranty claims expire after 12 (twelve) months from the date acceptance. If the daily operation duration in the premises exceeds the agreed frame (operating hours), the term appropriately becomes shorter. The acceptance must be made by the customer no later than 2 (two) months after the written operational readiness declaration by MBK. If the acceptance is not made within that period, for reasons MBK is not responsible for, the warranty begins on the date of the latest acceptance date. In this case, a payment obligation arises for all payments associated with the acceptance.

### **Object of acceptance and periods of time**

MBK can present partial deliveries or partial performances for acceptance. Any self-terminated phase is part of the fulfillment of the contract (work acceptance, acceptance of partial components, acceptance on customer site, pilot operation).

Customer will immediately carry out the acceptance of each delivery executed or service rendered by MBK. MBK is authorized to take part in every acceptance, also partial acceptance.

The acceptance period is 2 (two) months at the latest and starts as soon as MBK provides the customer the owed delivery or service for the acceptance or partial acceptance (ready status explanation). If the customer has not claimed in writing any deficiencies within the acceptance period, the delivery or service is regarded as accepted.

The acceptance of the total service (final acceptance) is carried out when the last partial acceptance has been carried out.

### **Acceptance of the system**

The acceptance of the system is carried out with exemplarily selected functions which demonstrate the operability of the system. The acceptance basically includes a selection of products, specified by the customer, and a 1-day pilot operation.

All deviations in the behavior of the tested system compared to the performance specification appearing during the acceptance process are recorded and classified into an error list and divided into acceptance obstructive and acceptance non-obstructive errors (remaining points).

An error is classified as acceptance obstructive only if

- the operational use of the system considerably restricted due to components not fulfilling the demanded performance features and
- concerning the functions to be proved on this acceptance process

All other errors are classified acceptance non-obstructive errors. These errors do not limit the operational use of the system at all or if they do - only insignificantly.

If no acceptance obstructive errors appear during the acceptance process, the system then is regarded as accepted.

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If acceptance obstructive errors appear during the acceptance process, MBK will remove those as fast as possible, considering the error. The pilot time is prolonged by the time MBK needs for the elimination of the errors.

All non-obstructive errors are listed in a 'remaining points list'. MBK will indicate the client a date of error elimination for each error and then verify the correct functioning of the system in accordance with the performance specification.

The acceptance process is carried out by the two parties conjointly. The acceptance certificate has to be signed by the two parties. The signature on the acceptance document includes the time of acceptance.

The acceptance is tacitly approved with the beginning of the production process even if no acceptance process has taken place. In this case MBK assumes no liability.

Four (4) weeks before the acceptance of the plant, the customer has to name MBK in writing the employees responsible and authorized for the acceptance. At least three (3) responsible and authorized employees have to be named by the customer.

### 3) Changes in the performance specification

Changes in the performance specification can be requested either by the client or by MBK. Changes, affecting the functionality or the performance of the system, dates, prices and/or other conditions, are submitted to the other party in writing, indicating the present definition, the problem that has occurred, the requested change and their influences. The parties being involved in the project make a common decision on the application. Changes are only made after a corresponding and agreed change of the contract considering the performance specification, dates, prices, cooperation obligations, acceptance and other contract effective aspects.

### 4) In addition to the in the offer explicitly mentioned conditions, the following documents apply:

General Terms and Conditions of MBK as per 08.05.2009  
the present quotation  
Checklist with installation and commissioning conditions

guidelines for recharging MBK's travelling costs  
Machine layout  
Wire specification  
In case of conflicting determinations, the documents apply in order of this list.

- 5) All attachments of the offer are essential components of the same. Explanations and changes of the offer must be made in written form in order to be effective.
- 6) The law of the Federal Republic of Germany shall apply. Jurisdiction is the seat of MBK.

**Effective: 01.10.2014**