

Purchase Order

Meri Environmental Solutions GmbH
 Levelingstr. 18; D-81673 München
 Tel. ++49 (0)89 59 33 44, Fax ++49 (0)89 550 19 79

Purchaser name: Hoffmann Katharina
E-mail: Katharina.Hoffmann@meri.de
Direct tel.: +49 (0)89 54 58 19 41
Direct fax.: +49 (0)89 550 1979

PURCHASE ORDER TO:

Fabryka Reduktorow i Motoreduktorow Befared S.A.
 ul. Grazyńskiego 71
 Bielsko Biala
 43-300
 Poland

Wegrzyk Miketa Agnieszka
 Tel.: +48 33 812 29 53
 Fax: +48 33 812 29 53
 e-mail: agnieszka.wegrzyk@befared.pl
 Order Date: 01.07.2015

Pick Up Date:
 16.10.2015

DELIVERY ADDRESS:
 Inox Machinery srl.
 Viale Lombardia 1
 Spirano
 24050
 Italy

Set Name: POR_15110_CEQ_CFX_Parts & Gearbox

Commercial Conditions:

Payment: 30 % of total purchase order value with down payment invoice
 70 % of total purchase order value with delivery of goods, against final invoice

A penalty on delay of 10 % of total purchase order value as been agreed.
 The penalty starts from the first day of delay. Of the project position.

Transport: Meri will organize the pick up and the transport. Please send an e-mail to Enrique.Huerta@meri.de
 CC: Dennis.Reiter@meri.de with the details needed for pick up.

Document required for final payment:
 - Invoice
 - Test run protocol signed the purchaser, after successful testing of the equipment at seller's workshop
 - proof of dispatch (Detailed pack lists confirming loading on truck, copy of CMR duly signed by carrier)
 - Material Certificate
 - Quality Inspection Protocol

Our project No.: 15110
Equipment No.: 09095_03100
Proc No.:
Status: ORDERED w. SUPPLIER

PURCHASE ORDER No.: met0024025

Revision: 0001
ComOp type: CEQ_PURCHASE-ORDER suppl.
Profit center:

Currency: Euro
Incoterm: FCA
Packaging: Standard Packing

Qty	Unit Price	Total Price	Equip.No.	Specification
1	23.500,00 €	23.500,00 €	03095	Pre-Assembly: Gear Box CFX60R including Base Frame cross according to drawing ME-CFX-002954_1 and Screw tube ME-CFX-002963_4 including complete assembly
1	25.500,00 €	25.500,00 €	03100	Pre-Assembly: Gear Box CFX60F including Base Frame standard according to drawing ME-CFX-000245_1 and Screw Tube ME-CFX-002896_2 including complete assembly
		-490,00 €		1 % Discount according to agreement between Befared and Meri dated 60.06.2015
		48.510,00 €		
Total amount		48.510,00 €		Euro

Handwritten signature and initials

Purchase Order

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Our project No: 15110
 Equipment No: 09095, 03100
 Oproc No:
 Status: ORDERED w. SUPPLIER

PURCHASE ORDER No.: met0024025

Revision: 0001
 ComOp type: CEO_PURCHASE-ORDER suppl.
 Profit center:

Currency: Euro
 Incoterm: FCA

Packaging: Standard Packing

Qty	Unit Price	Total Price	Equip.No.	Specification
	<p>Conditions of Purchase - Unless otherwise agreed in writing, the following conditions shall apply exclusively: 1. Ordering: Only orders placed or confirmed in writing shall be effective. The order, inclusive of purchasing conditions, shall be regarded as unconditionally accepted unless the Supplier sends the Customer a written declaration to the contrary within 15 days. All amendments and supplements to the order must be made before the order is confirmed. The order, once confirmed, shall be binding. Any order which is placed after the agreed delivery date shall be subject to the Supplier's acceptance. The Supplier shall be entitled to demand for each complete week after the agreed delivery date of 0.5% max. 5% of the total value of the order unless otherwise agreed explicitly. In case of higher damages the Customer shall be entitled to claim any of his legal rights for delay. The acceptance of the delayed delivery or service contains no relinquishment of the compensation. It is also to be paid even if no express reservation is declared upon acceptance. 3. Acceptance: If an acceptance test of the goods or of the materials is stipulated, this shall be conducted at the Supplier's factory. 4. Dispatch: Dispatch shall be advised at the latest upon departure of the goods. The shipping address and the Customer's Order Number and item number shall be indicated in all despatch notes, bills of lading and parcel labels. Consignments for which the Customer is to bear the freight charges in whole or in part shall be transported in the original packaging or in the original shipping instructions. Carriage at the place of destination will not be insured by the Supplier. The goods shall be delivered, which at the same time the place of fulfillment, are to be insured for all damage and costs arising from incomplete observance of or noncompliance with the Customer's instructions. 5. Packing: The Supplier undertakes to only ship the goods he manufactured or machined in a packaging that is environmentally friendly in type, shape, and size and that complies with the official packaging directives being valid from time to time. Irrespective of whether the packing concerned is a transport packing, retail packing or outer protective wrapping, the Supplier agrees to take the packing back after use without any additional charge and recycle it instead of handing it over to the public waste disposal system. The Customer undertakes to handle any multi-way packing identified by him as such with care and make it available to the Supplier free of charge in the best possible form for a reasonable period of time. 6. Defects: The Customer shall endeavour to check incoming deliveries, with respect to transport packaging, in the presence of the Supplier's representatives for a reasonable period of time. The Customer shall be liable for claims arising out of or for the purpose of reducing the damage, be repaired at Customer's expense, if the damage is not caused by the Supplier's factory. 7. Liability for defects: The Supplier warrants that, at the time of passage of risk, the goods ordered by the Customer shall not be regarded as a relinquishment of the claim in respect of a defect. The Supplier shall be liable for claims arising out of or for the purpose of reducing the damage, be repaired at Customer's expense, if the damage is not caused by the Supplier's factory. 8. Warranty: The Supplier warrants that, at the time of passage of risk, the goods ordered by the Customer shall not be regarded as a relinquishment of the claim in respect of a defect. The Supplier shall be liable for claims arising out of or for the purpose of reducing the damage, be repaired at Customer's expense, if the damage is not caused by the Supplier's factory. 9. 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Data protection: The Supplier shall be liable for claims arising out of or for the purpose of reducing the damage, be repaired at Customer's expense, if the damage is not caused by the Supplier's factory. 13. Entrepreneurial Responsibility: The Supplier declares to support within the scope of its entrepreneurial responsibility, for ensuring that it will comply with all legal provisions, including all environmental protection laws, and regulations relating to labor law, and neither discrimination nor child labor are tolerated in the course of or in relation to the manufacture of products or services. The Supplier further confirms not to tolerate any form of discrimination or child labor. The Supplier's liability shall be subject to German Law. The application of the U.N. Law on the International Sale of Goods shall be ruled out. In the event of a conflict of laws, the law of the place at which the Supplier despatches the consignment, the place of jurisdiction for both parties shall be subject to German Law. The application of the U.N. Law on the International Sale of Goods shall be ruled out. The entire Contract shall remain in force even if individual provisions are or become invalid.</p>			

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