

# 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

### PURCHASE ORDER TO :

Fabryka Reduktatorow i Motoroduktatorow Befared S.A.

ul. Grazynskiego 71  
Bielsko Biala  
43-300  
Poland

Wejzyk Mireta Agnieszka

Tel.: +48 33 8112 29 53

Fax: +48 33 8112 29 53

e-mail: agnieszka.wejzyk@befared.pl

Order Date:

01.07.2015

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

Oproc No: ORDERED w. SUPPLIER

Status: Status:

PURCHASE ORDER No.: met0024025

Revision:

ComOp type:

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 CFX60F including Base Frame standard according to drawing ME-CFX-000245_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-002963_4 including complete assembly
				1 % Discount according to agreement between Befared and Meri dated 60.06.2015
				48.510,00 €

Total amount 48.510,00 € Euro

# Purchase Order

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## PURCHASE ORDER No.: met0024025

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

### Specification

**Conditions of Purchasing** - 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 require the express written approval of the Customer. **2. Delivery Time:** The agreed delivery time/reception date shall be binding. Any circumstances which prevent the delivery time from being met shall be notified to the Customer immediately. In the event of a delay, the Customer shall be entitled to demand for each complete week after the due delivery date an amount 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 for any of its legal rights for delay. The acceptance test of the delayed delivery or services contained in the order shall be conducted at the Supplier's factory.

**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. Despatch:** Despatch shall be advised at the latest upon departure of the goods. The shipping address and item number shall be indicated in all despatch notes, bills of lading and parcel labels. Consignments for the Customer to bear the freight charges in whole or in part shall be transported at the lowest freight tariffs, or which is at the same time the place of fulfilment, are to be indicated in the order. The shipping instructions especially the place to which the goods are to be delivered, which is at the same time the place of fulfilment, are to be indicated in the order. The Supplier shall be liable for all damage and costs arising from incomplete observance of the Customer's instructions. **5. Packing:** The Supplier undertakes to only ship the goods it manufactures or machines in a packing 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 in a packing that is suitable for disposal, the Supplier is obliged to take care of the public waste disposal system. The Customer undertakes to handle the goods as such with care and make it available to the Supplier free of charge in the best possible condition. **6. Notice of Defects:** The Customer informs the Supplier immediately of the goods immediately for a reasonable period of time after receipt of the goods. The Supplier undertakes to repair or replace the damaged goods, or to refund the purchase price in respect of the defect. **7. Payment:** Payments made by the Customer are free from effects affecting their value or suitability to fulfill the contract, but not for any legal rights which have accrued after 24 months from the date of delivery. The Supplier is entitled to demand payment of any amounts due, as well as transport and recall costs, to and from commercial operation, but not for the first-time placing on the market such a Machinery Directive, Pressure Vessels Directive, EMC Directive or Directive for In these Directives, the Supplier shall issue a declaration of conformity for its products and shall affix the CE mark. In case of non-compliance of the parts manufactured according to the E.C. Machinery Directive no. 2006/42/EG, the Supplier shall issue an amendment declaration of incorporation (extended declaration of incorporation) as well as in addition provide instructions for use in accordance with Chapter 17.4 of Appendix I of the E.C. Machinery Directive. If requested by the Purchaser, the Supplier shall either grant the Purchaser access and insight into the risk assessment conducted by him, or shall hand it out to the Purchaser. **8. Prevention of Accidents:** The Supplier shall be liable for claims arising out of any breach of intellectual property rights and applications of any such rights. **9. Requirements relating to the market:** The Supplier undertakes in writing to fulfil all requirements of the final user, or for the final user in cases of any breach of any such intellectual property rights. As far as commercial operation, but not for the first-time placing on the market such a Machinery Directive, Pressure Vessels Directive, EMC Directive or Directive for In these Directives, the Supplier shall issue a declaration of conformity for its products and shall affix the CE mark. In case of non-compliance of the parts manufactured according to the E.C. Machinery Directive no. 2006/42/EG, the Supplier shall issue an amendment declaration of incorporation (extended declaration of incorporation) as well as in addition provide instructions for use in accordance with Chapter 17.4 of Appendix I of the E.C. Machinery Directive. If requested by the Purchaser, the Supplier shall either grant the Purchaser access and insight into the risk assessment conducted by him, or shall hand it out to the Purchaser. **10. Prevention of Accidents:** The Supplier has to render his services on the Customer's premises. The Supplier shall ensure that all legal rules and regulations regarding the prevention of accidents at the place of work and the corresponding Regulations of the Professional Association are observed by his legal representatives or vicarious agents. Agents of the Supplier shall be liable for any harm inflicted on the Customer, his employees or third parties due to incomplete explanation or observance of the regulations pertaining to prevention. Vicarious agents in this sense are also the labour force put at the Supplier's disposal by the Customer. Upon provision, this labour force shall be subject to the Supplier's instructions. **Patterns and tools:** Any patterns and tools which are also manufactured at the Customer's expense by the Supplier shall become the property of the Customer upon payment. They shall be treated and stored with care by the Supplier and be insured at the expense of the Supplier against disasters such as fire, water, theft, loss and other damage. Resale of the parts manufactured according to the Customer's instructions or the manufacture of the parts ordered shall remain the property of the Customer. They are trade secrets of the Customer and shall be treated confidentially. The Supplier shall undertake to treat them with care, not to make them available to third parties, to prepare copies only for the purpose of executing the order, and to return all documentation, including the copies, to the Customer upon completion of delivery. **12. Data protection:** The data of the Customer in the course of business transactions, including the copies related to this in accordance with § 33 Law in the Federal Republic of Germany. The Supplier's attention is hereby brought to this. In accordance with § 33 Unverbindliche Verpflichtungen des Anbieters. The Supplier shall ensure that it will comply with all legal provisions, including all environmental protection laws and regulations relating to the manufacture of products or the provision of services. The Supplier further confirms not to tolerate any form of bribery and corruption. **13. General Provisions:** The assignment of claims without our express approval in writing shall be excluded. Even in case of orders abroad the Customer shall be subject to German Law. The application of the U.N. Law on the International Sale of Goods shall be ruled out. Irrespective of the place at which the Supplier dispatches the consignment, the places of jurisdiction for both parties shall be Munich. The Customer may also sue at the place of business of the Supplier. The entire Contract shall remain in force even if individual provisions are or become invalid.