

Installation and Operating Conditions of PF Scales Inc.
(As of 10-26)

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1. Scope of application

- 1.1 The following conditions apply to the assembly, installation, commissioning, operation, maintenance and support services (the "Services") that PF Scales Inc. (the "Supplier") provides to the recipient of the Services (the "Customer"). These conditions are incorporated into and form part of any order confirmation, service agreement, or other contract between the Supplier and the Customer for Services.
- 1.2 The request for Services must be made in due time and in writing. The Supplier reserves the right to have the activities carried out by a company mandated by the Supplier, insofar as the legitimate interests of the Customer do not require the Supplier to provide Services in particular cases.
- 1.3 The Services only extend to the contractually agreed scope. Any other activity requires written confirmation from the Supplier to be carried out. Transmission by email is sufficient to comply with the written form. The Supplier's employees are not authorized to enter into any agreements that modify, supplement, or contradict these conditions or any contract between the Supplier and Customer. No warranty is given for work that has not been confirmed in writing.

2. Cooperation of the Customer

- 2.1 The Customer shall assist the Supplier's employees or the employees of companies mandated by the Supplier (collectively, "Service Personnel"), to carry out the work at its own expense. In particular, if only one member of Service Personnel is responsible for performing the work and the activities take place in confined spaces (e.g., weighing pits) or outside the normal working area of the remaining personnel, the Customer must provide an English-speaking assistant who will be available throughout the duration of the activity. This person shall also ensure that, in the event of an emergency, the necessary communication with the competent authorities is available in order to initiate all necessary rescue measures. The Customer must take the necessary measures to protect people and objects at the assembly site, inform the Service Personnel in charge of the work of the safety rules and, if necessary, draw such person's attention to violations of the safety rules.
- 2.2 Obvious sources of danger must be eliminated by the Customer before the work begins. These include, for example and without limitation:
- a) cleaning of weighing pits and weighing platforms (machines) and permanent ventilation of weighing pits, and ensuring and maintaining the technical condition of weighing platforms throughout the work period;
 - b) the removal of toxic and/or flammable or explosive gases from the working environment;
 - c) protection against falls from a height and/or against falling objects when working on several levels;
 - d) ensuring effective traffic management and, if necessary, closing the site;
 - e) the provision of security posts, including the necessary equipment, for work on railway installations; and
 - f) disconnection of the relevant electrical systems from the power supply, including the necessary fuse to prevent them from being reconnected.
- 2.3 The necessary precautions to be taken with regard to the conduct of the Customer's operations must be expressly mentioned.
- 2.4 Before the start of the work, the Customer must provide the necessary information concerning:
- a) the location of hidden electricity, gas, water or similar installations;
 - b) evacuation options, location of fire extinguishers, first aid kits, etc.; and
 - c) the required unsolicited static evidence and, if necessary, permits and firewalls.
- 2.5 The Customer shall take charge of and provide timely and at the Customer's own expense, in particular:
- a) the vehicle necessary for the adjustment of the scale, or the scale intended for this adjustment, or the vehicle/object on which the scale is to be installed, in good condition, in good working order and in a clean condition;
 - b) consumer goods necessary for the service as well as calibration or reference weights necessary for adjustment, or a truck scale adapted to the mobile weighing system and appropriate equipment such as scaffolding, lifting equipment and other devices;
 - c) energy, water, heating, lighting and other distribution and disposal facilities at the place of use, including connections;
 - d) dry and lockable premises suitable for the storage of materials and tools, and the Customer must also take the necessary measures to protect the Supplier's property on the site that the Customer would take to protect the Customer's own property; and
 - e) clothing and protective devices required due to special circumstances at the place of use.

3. Commissioning/ acceptance/ deadlines

- 3.1 If commissioning has been expressly agreed for certain deliveries, a person responsible for commissioning must be appointed immediately by the Customer.
- Commissioning consists in testing the functionality of the Supplier's delivery in relation to the Customer's premises. The Customer must create all operating conditions and take all necessary measures to carry out the commissioning and functional test free of charge. If the commissioning and function test have been successfully completed, the device is ready for operation. The Customer must confirm this to the Supplier in a protocol. The Customer cannot refuse to sign the protocol if there are only insignificant defects; these must be recorded in the protocol. As soon as the equipment is put into service, risk in the Supplier's deliveries shall pass to the Customer, unless the transfer of risk has already taken place.
- 3.2 If a trial period has been expressly agreed for certain deliveries, it shall begin no later than two weeks after the Supplier's deliveries have been put into service, or no later than two weeks after their assembly or installation, if the commissioning has not yet taken place for reasons for which the Customer is responsible. The functional test is conclusive if the deliveries operate essentially flawlessly during the agreed period. If a trial period has not been agreed, then a two-week period is considered to have been agreed. The Customer must confirm in writing and without delay that the test operation has been carried out correctly. This confirmation cannot be refused by the

Customer in the event of insignificant defects; these defects must be recorded in the confirmation.

- 3.3 The promised deadlines and dates are always approximate, unless a fixed date has been expressly promised or agreed. If the service is delayed due to unforeseen events or if the Customer does not comply with its contractual obligations to cooperate, an appropriate extension of the duration of the service is granted. If the Supplier is not responsible for the delay, the Customer will bear the waiting time and travel costs according to the hourly rate of skilled workers employed by the Supplier plus travel costs over the period.
- 3.4 The planning of the Supplier's calibration trucks is carried out in an optimized manner, in consultation with the Customer. Short-term cancellations lead to considerable reorganization costs. If calibration or certification dates have been agreed and confirmed, and the Customer cancels these dates within five (5) business days before the scheduled date, the Supplier is entitled to invoice the Customer for 50% of the costs that would have been incurred, without such payment being credited toward a later date.
- The Supplier expressly emphasizes that weighing instruments used in commercial transactions must comply with applicable legal metrology requirements. In the United States, this typically includes NTEP (National Type Evaluation Program) certification and state weights and measures registration, where required by law. If weighing instruments are not yet certified or registered immediately after assembly because, for example, the new installation did not have the recommended running-in period, the Customer is prohibited from using such weighing instruments for commercial purposes (i.e., "legal for trade" applications) until all required certifications and registrations are obtained. If certification or registration is performed immediately after assembly at the Customer's request, without any prior running-in period, any costs incurred for subsequent readjustment and any necessary recalibration shall be borne by the Customer.

4. General conditions

- 4.1 The designation and specification of the Services to be provided by the Supplier and the remuneration shall be defined in the order confirmation or in the contract. If the Supplier's own calibration truck is not available, the calibration and conformity assessment will be carried out - after consultation with the Customer - with a different weight support. If this results in higher costs for the provision of weights and differs from the Supplier's prices, these higher costs shall also be borne by the Customer.
- 4.2 The calibration costs of the calibration office responsible for a calibration do not fall within the scope of delivery of the Supplier and are recorded in addition and directly to the Customer by the calibration office and then invoiced to the Customer by the calibration office.
- 4.3 Unless otherwise agreed, assembly and Services are invoiced on a time-and-materials basis. The calculation is made at the time of invoicing according to the Supplier's then-current rates, which are exclusive of all applicable taxes (including sales tax, use tax, and any other similar taxes). An appropriate supplement will be applied for work to be carried out in particularly dirty, hazardous, or complicated circumstances.
- 4.4 Service engagements of more than two weeks' duration are eligible for a weekend trip home for Service Personnel at the Customer's expense. Travel expenses for Service Personnel will not be charged during such weekend periods.
- 4.5 The Customer is billed separately for any necessary secondment of a senior installation supervisor, safety coordinator or auxiliary staff.
- 4.6 Service Personnel shall, as far as possible, work in accordance with local working hours.
- 4.7 Service Personnel normally travel to the Customer by car or pickup truck. In the case of other means of travel, the Supplier charges for coach-class rail journeys or business-class flights, unless otherwise agreed.
- 4.8 In addition to these conditions, the Supplier's "General Terms and Conditions of Sale and Delivery" (the "GTC") are incorporated herein by reference and apply to all Services, including without limitation the GTC provisions regarding: (a) intellectual property and proprietary rights; (b) warranty exclusions and liability limitations; (c) defect inspection and notice requirements; (d) confidentiality obligations; and (e) risk of loss. In the event of any conflict between these Installation and Operating Conditions and the GTC, the provisions of these Installation and Operating Conditions shall prevail with respect to the Services. To the extent the GTC specifies a governing law or jurisdiction other than Indiana, the governing law and jurisdiction provisions of Section 8 of these conditions shall apply.

5. Limitation of Liability

- 5.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL) ARISING OUT OF OR RELATING TO THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLIER'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY THE CUSTOMER TO THE SUPPLIER FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.
- 5.3 The limitations set forth in this Section 5 shall not apply to: (a) the Customer's payment obligations; (b) either party's indemnification obligations under Section 6; (c) claims arising from a party's gross negligence or willful misconduct; (d) claims for death or personal injury caused by the Supplier's negligence; or (e) claims that cannot be limited by applicable law.

6. Indemnification

- 6.1 The Customer agrees to indemnify, defend, and hold harmless the Supplier and its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Customer's breach of these conditions or any applicable agreement; (b) the Customer's failure to comply with its obligations under Section 2 (Cooperation of the Customer); (c) the

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Customer's improper use, operation, or maintenance of the equipment serviced by the Supplier;
(d) the Customer's use of the equipment in violation of applicable laws or regulations, including any use prior to required conformity assessments; or (e) any claims by third parties arising from the Customer's acts or omissions in connection with the Services.

7. Insurance

7.1 The Customer shall maintain, at its own expense, adequate insurance coverage for its premises, equipment, and operations, including commercial general liability insurance in amounts sufficient to cover potential claims arising from the Services. Upon request, the Customer shall provide the Supplier with certificates of insurance evidencing such coverage.

8. Governing Law and Dispute Resolution

8.1 These conditions, and any Services provided hereunder, shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. To the extent that Services are provided in connection with goods subject to the GTC, Indiana law shall also apply to such goods notwithstanding any contrary provision in the GTC.

8.2 Any legal action or proceeding arising out of or relating to these conditions or the Services shall be brought exclusively in the state courts located in Allen County, Indiana, or the United States District Court for the Northern District of Indiana (Fort Wayne Division). The Customer hereby consents to the personal jurisdiction of such courts and waives any objection to venue in such courts.

9. General Provisions

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Managing Director: Tom Kerr

9.1 **Severability.** If any provision of these conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

9.2 **Waiver.** No waiver of any provision of these conditions shall be effective unless in writing and signed by the waiving party. No failure or delay by either party in exercising any right or remedy shall constitute a waiver thereof.

9.3 **Independent Contractor.** The Supplier is an independent contractor and nothing in these conditions shall be construed to create a partnership, joint venture, agency, or employment relationship between the Supplier and the Customer. Service Personnel are not employees of the Customer.

9.4 **Force Majeure.** Neither party shall be liable for any failure or delay in performing its obligations under these conditions (other than payment obligations) to the extent such failure or delay results from causes beyond the reasonable control of that party, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, labor disputes, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. The affected party shall promptly notify the other party of the beginning and end of such event and shall use reasonable efforts to mitigate the effects thereof.

9.5 **Entire Agreement; Amendment.** These conditions, together with any applicable order confirmation or service agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, agreements, or representations. These conditions may only be amended in writing signed by both parties.