

Term Sheet

Buyer:

Greiner Packaging Corporation
225 Enterprise Way
Pittston, PA 18640
Attn: Ryan Troiano

Term Sheet No. 2004117-5-2004107-5-E A

Date: October 28, 2025
Valid Until: November 27, 2025

Sales Manager: David Peterson
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Project: KTR6.2 Speed left to right
Automatic Pressure Forming Machine

Table of Contents

1. Executive Summary	3
2. Main Technical Equipment Data	4
2.1. Data of the standard Machine	4
3. Scope of Supply / Price	6
3.1. Machine	6
3.2. List of Signals	11
3.3. Services	14
4. Commercial Conditions	15
4.1. Delivery, Installation and Commissioning	15
4.2. Total Price	15
4.3. Terms of Payment	16
4.4. Delivery Time	16
4.5. Changes	17
4.6. Acceptance, Taking Over	17
4.7. Warranty	21
4.8. Intellectual Property Rights	22
4.7. Limitation of Liability	22
4.10. Export Control	23
4.11. Force Majeure	23
4.12. Termination and Suspension of the Term Sheet	24
4.13. Confidentiality	24
4.14. Governing Law, Arbitration	24
4.15. General Provisions	25
5. Infrastructure, Energy Supply / Operating Conditions	26
4.1. General	26
4.2. Air Conditioning	26
4.3. Compressed Air	26
4.4. Cooling water	26
4.5. Electricity	27
4.6. Electrostatic charge / inductive fields	27
4.7. HF Fields	27
6. SELLER Remote Maintenance Simotion-Control-System	28
7. Signatures	32

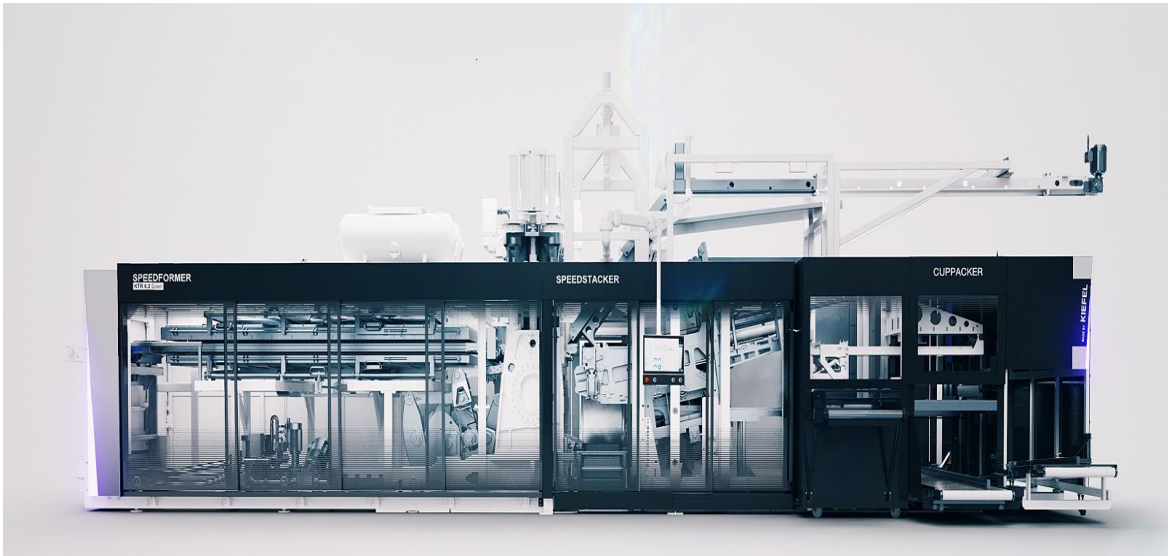
2004117-5-2004107-5-E A

1. **Executive Summary**

	EUR
Machine: KTR 6.2 Speed left to right	1,198,055
Stacker: KSS – Speedstacker left to right	422,915
Packer: KCP – Cup Packer left to right	167,142
Greiner Key Account Equipment Discount	-400,238
Service: Packing, freight, insurance	80,764
Installation, commissioning and training	103,768
Additional training (value 22,500 Euro)	FOC
Bi-annual health check	19,812/year

Total Price, net **1,592,218.00**

*Customs and Duty, Tariff handling (estimate) 224,367
*Will be invoiced at actual cost



Symbol picture

2004117-5-2004107-5-E A

2. Main Technical Equipment Data

2.1. Data of the standard Machine

The standard version of the machine has the following technical data and dimensions.

Please note that the data of the machine offered according to Article 3.1. may deviate from this.

KTR6.2SP	
Forming area max.	840 x 585 mm
Height of formed part negative (optional) / positive	250 / 15 mm
Punching force (clamping force)	900 kN
Film width maximum (without/incl. spreading)	870 / 900 mm
Film width minimum (incl. spreading)	500 mm
Nominal heating capacity upper and lower main heater banks (min. 7 index steps)	220,5 kW
Nominal power main drive forming station	27 kW
Nominal power servo plug assist	41 kW
Dyn./static force plug assist	RAP 65 kN
Cooling power 1 pump, (provided by customer, cooling power depending on tool capacity, calculated with maximum water flow of 350 l/min.)	- kW
Cooling power 2 pumps, (provided by customer, cooling power depending on tool capacity, calculated with maximum water flow of 350 l/min.)	80 kW
Cooling water flow with 1 pump	600 l/min
Flow temperature:	12°C - 16°C
Temperature variation (within 1h):	2°C
Supply pressure with machine-side pressure reducer:	3-6 bar
Pressure difference house network flow-return:	> 1 bar
Pressure fluctuation:	< +/-10%
Air consumption, max. (without forming air)	35 NI/Cycle
Operated speed maximum (Depending on the material, film thickness and product, minimum movement time for the forming table depending on the lower tool weight / for maximum performance lower tool weight < 300kg)	45 l/min
Tool dimensions maximum	1160 x 600 mm
Lower tool weight maximum	600 (700) kg
Operation pressure	8 bar
Connected power	232 kVA
Voltage	3x400VAC+N+PE (50/60Hz) TNS
	3x400VAC+PEN (50/60Hz) TNC
Short-circuit strength	50 kVA
Dimensions, approx. (l x w x h) incl. integrated pre-heating	7000 x 3900 x 4300 mm
Weight	20000 kg

2004117-5-2004107-5-E A

KSS6.2-Advanced	
Dimension (lxwxh)	4500x4900x3800 mm
Stacking area round parts, max.	820x560 mm
Stacking area not round parts, max. (depending on product geometry)	800x460 mm
Cycles per minute max.	55 /min.
Stack length	430-780 mm
Stacks per minute, max. (layer pusher)	35 /min.
Diameter formed part	50-150 mm
Height of formed part (² with special format parts)	25-250 ² mm
Supply pressure max.	10 bar
Operating pressure	6 bar
Operating voltage	3x400VAC+N+PE,50/60Hz
Connected power	19 kVA
Nominal electricity	28 A
Short-circuit strength	10 kA
Net forms	TNCS

KCP	
Dimension (lxwxh)	4200x2300x2900 mm
Stack length (² max. 680 mm with light lifting table incl. moveable counter holder) (³ carton inner-dimensions minus 20mm)	430-780 ³ mm
Stacks per minute, max. (layer pusher)	25 /min.
Diameter formed part	68-150 mm
Carton dimension (lxwxh) min.	450x340x300 mm
Carton dimension (lxwxh) max.	800x600x600 mm
Supply pressure max.	10 bar
Operating pressure	6 bar
Operating voltage	3x400VAC+N+PE,50/60Hz
Connected power	4 kVA
Nominal electricity	5 A
Short-circuit strength	10 kA
Net forms	TN CS

2004117-5-2004107-5-E A

3. Scope of Supply / Price

Brueckner Group USA (SELLER) agrees to engineer, manufacture, supply, and – if expressly included in the Scope of Supply installation and commission - the following equipment ("Equipment"). Equipment related technical documentation, - if applicable training of Buyers personnel – and if applicable installation and commissioning – jointly referred to as "Supply". SELLER shall sell and deliver the Supply to the delivery place defined in Article 4.1..

Buyer agrees to purchase the Supply from SELLER subject to the terms and conditions of this Term Sheet ("Term Sheet") and to support SELLER to its best abilities in the execution of this Term Sheet.

3.1. Machine

Pos.	Description	pc	EUR
010	KTR6.2SP - basic equipment	1	1,198,055
010.01	Compressed air supply: service unit incl. pressure switch, additional forming air supply	1	
010.02	Basic electric, SPS machine control, heating control, control cabinets, Interface for modem connection, incl. Internet-modem MB Connect, interface for KA (power supply, loop control)	1	
010.03	Painting: RAL7035 light gray: rigid / moving parts, racks, castings, protection, control cabinet RAL9005-deep black satin matt: design elements, sliding protection with crystal clear windows, top panel	1	
010.04	Installations safety in accordance with machinery directive 2006/42 / EC, applicable EN regulations, German occupational safety and accident prevention regulations	1	
010.05	Documentation EU-language: HMI, machine labels, operational manual, electric and pneumatic plan: 1-set in hardcopy: 100% standard machine spare part "explosion" type of drawings and spare parts list are available by Service package Core*	1	
010.06	*Description in Pos. 500.01 Voltage step down transformer 480-400	1	
020	KTR6.2SP - Machine configuration	1	
020.04	KTR: Heating-Forming	1	
020.05	Control panel: touch-screen swiveling and adjustable in height, USB interface for data storage	1	
020.06	Basic machine frame with safety guards, warp resistant steel construction	1	
030	KTR6.2SP - Film transport	1	
030.02	Foil infeed table> Rolling design curved <with foil guide, manually adjustable via crank, manual pushbutton for forward / backward feed	1	
031.02	Chain rail "steel version" water-cooled, drive servo-motor; motor width adjustments (2 / inlet and outlet side) with positioning via incremental encoder	1	

2004117-5-2004107-5-E A

Pos.	Description	pc	EUR
050	KTR6.2SP - Heating / Cooling	1	
050.01	Main heating: heaterbank min. 7-times heating length at the top with length- and cross rows, min. 7-times heating length at the bottom with length rows, black ceramic heater , adjustable lengthwise and crosswise with 1 pilot element each row, foil sagging monitoring, steel mesh protection for lower heater, cooled cover plates on the inlet side	1	
052.01	Film temperature measuring by infrared pyrometer, closed-loop control, display at control panel	1	
052.02	1 additional zone for top and bottom heater (Software & Hardware)	1	
052.03	Film temperature measuring at infeed table by infrared pyrometer, display at control panel (for inline production)	1	
060	KTR6.2SP - Forming station	1	
060.01	Forming station for combined forming and in-Tool punching; main drive with servo motor via cams, lower table tilting for parts removal, yoke adjustment absolute play-free	1	
060.03	Force measurement forming station via strain gauge	1	
060.05	Illumination inside white via LED	1	
060.06	Vibration reducing machine feed for more running smoothness in forming station	1	
061.01	Tool changing device	1	
061.02	Tool changing crane	1	
061.03	Pneumatic tool clamping on the upper table for easier tool change	1	
061.04	Pedestal as support for tool change	1	
062.02	Rack-and-pinion plug assist* <i>KIEFEL Technologies USA will stock one plug assist drive at KIEFEL costs for Greiner for immediate shipment in case required</i> Force: 65kN Speed up to 1200mm/s Acceleration up to 17.5m/s ² at 50KN	1	
062.05	2-step down-holder pressure via prop-valve, adjustable at control panel	1	
063.01	Forming air: Basic equipment (2 tank 270l, 4 filling valves, 4 vent valves, always 4 mold air inlets on the tool)	1	
066.01	Pneumatic ejector movement	1	
066.02	Continuous speed adjustment ejector	1	
066.03	Ejector vacuum: venturi nozzle, 2 pcs.	1	
066.04	Pneumatic blow-off of product at ejector	1	
066.05	Pneumatic equipment for additional damping ejector in tool	1	
067.01	Valve for control of a movement in the Tool (recessed bottom)	1	
068.01	2-position-controlling function for temperature control of film transport	1	
069.02	Cooling water supply for the cooling circuits of upper tool, lower tool, ejector, downholder and chain rail. Two independent cooling circuits are controlled fully automatically with two high-pressure cooling water pumps and two mixing valves. In addition, an integrated temperature control for perfect tool protection is included	1	
069.04	Filter for cooling system	1	
069.05	Pressure reducer for cooling system	1	
069.06	Ejection plate blowing-off; 2 valves (air, water), incl. program and control	1	
070.01	Automatic lubrication for forming/cutting station	1	
070.02	Automatic lubrication for chain rails, oil pump, with food grade lubricant "KIEFEL standard"	1	

2004117-5-2004107-5-E A

Pos.	Description	pc	EUR
200	KTR6.2SP - Additional features	1	
201.03	Interface for Kiefel stacking system	1	
202.08	Interface with granulator (Emergency-Stop)	1	
202.09	Interface with granulator (Emergency-Stop) - Kiefel granulator	1	
202.10	Process-data via IPC and OPC-UA Server: Machine-/Process data from the PLC will be provided by an internal OPC-UA-Server. The client software (to be programmed / parameterized by the customer) has access over the network onto this OPC-UA-Server and captures the provided data. OPC-UA-Software-basic-package - Production Monitoring Interface - and 3 h installation-support included.	1	
202.14	OPC-UA extension package: Consumption-sensors for electrical power / forming air / common compressed air / total cooling water, Software - Energy monitoring Interface	1	
202.15	Industrial PC (IPC) Required hardware for OPC-UA	1	
210.01	RFID-Access on HMI (Login/User-Administration) - incl. 10 Cards (User)	1	
255.01	4 days training at KIEFEL Freilassing	1	
255.02	Start-up customer's tool	1	
300	Customer Options	1	14,890*
	Platform	1	
	Pre-form air	1	
	Cover sheet inlet made of stainless steel	1	
	Water and Air inlet at non operator side moved up, on top of the machine	1	
	Additional Charge: Vacuum pump for forming air on forming station bottom table (KSS NOT included)	1	9,680*
	Reject chute slide per Greiner Slusovice KTR6.2SP	1	
	Vacuum in ms instead of GON	1	



OPC data package "Greiner Execution"

* price included in total machine price

2004117-5-2004107-5-E A

Data Set:

Temperature	Lower heater temp set values - Row 1
Temperature	Lower heater temp set values - Row 2
Temperature	Lower heater temp set values - Row 3
Temperature	Lower heater temp set values - Row 4
Temperature	Lower heater temp set values - Row 5
Temperature	Lower heater temp set values - Row 6
Temperature	Lower heater temp set values - Row 7
Temperature	Lower heater temp set values - Row 9
Temperature	Lower heater temp set values - Row 10
Temperature	Lower heater temp set values - Row 11
Temperature	Lower heater temp set values - Row 12
Temperature	Lower heater temp act values - Row 1
Temperature	Lower heater temp act values - Row 2
Temperature	Lower heater temp act values - Row 3
Temperature	Lower heater temp act values - Row 4
Temperature	Lower heater temp act values - Row 5
Temperature	Lower heater temp act values - Row 6
Temperature	Lower heater temp act values - Row 7
Temperature	Lower heater temp act values - Row 8
Temperature	Lower heater temp act values - Row 9
Temperature	Lower heater temp act values - Row 10
Temperature	Lower heater temp act values - Row 11
Temperature	Lower heater temp act values - Row 12
Temperature	Upper tool - Inlet set value - automatic 1
Temperature	Upper tool - Inlet set value - standby
Temperature	Upper tool - Inlet act value
Temperature	Upper tool - Outlet act value
Flow	Upper tool - Waterflow l/min
Temperature	Upper tool - Tool temperature
Temperature	Upper tool - Tool temperature difference
Temperature	Upper tool - Downholder - upper tool water temp
Energy	Upper tool - Cooling capacity (calculated from inlet / outlet temp and water flow - ONLY WISH)
Counter	Production cycle counter
Time	Production cycle time
Time	Forming range (duration)
Time	Transfer range (duration)
Time	Moving range (duration)
Distance	Sheet index
Temperature	Upper heater temp set values - Row 1
Temperature	Upper heater temp set values - Row 2
Temperature	Upper heater temp set values - Row 3
Temperature	Upper heater temp set values - Row 4
Temperature	Upper heater temp set values - Row 5
Temperature	Upper heater temp set values - Row 6
Temperature	Upper heater temp set values - Row 7
Temperature	Upper heater temp set values - Row 8
Temperature	Upper heater temp set values - Row 9
Temperature	Upper heater temp set values - Row 10
Temperature	Upper heater temp set values - Row 11
Temperature	Upper heater temp set values - Row 12
Temperature	Upper heater temp act values - Row 1
Temperature	Upper heater temp act values - Row 2
Temperature	Upper heater temp act values - Row 3
Temperature	Upper heater temp act values - Row 4
Temperature	Upper heater temp act values - Row 5
Temperature	Upper heater temp act values - Row 6

2004117-5-2004107-5-E A

Temperature	Upper heater temp act values - Row 7
Temperature	Upper heater temp act values - Row 8
Temperature	Upper heater temp act values - Row 9
Temperature	Upper heater temp act values - Row 10
Temperature	Upper heater temp act values - Row 11
Temperature	Upper heater temp act values - Row 12
Temperature	Lower Tool - Inlet set value – automatic
Temperature	Lower Tool - Inlet act value
Temperature	Lower Tool – Outlet
Flow	Lower Tool - Waterflow l/min
Temperature	Lower Tool - Tool temperature
Temperature	Lower Tool - Ejector outlet
Energy	Lower Tool - Cooling capacity (calculated from inlet / outlet temp and water flow - ONLY WISH)
Pressure	Downholder - preliminary pressure - Set Pressure
Time	Downholder - main pressure - Start time
Time	Downholder - main pressure - End time
Pressure	Downholder - main pressure - Set Pressure
Temperature	Sheet temp inlet table sensor
Temperature	Sheet temp inlet tool - IR sensor
Temperature	Sheet transport - rail temp - act value
Temperature	Sheet transport - rail temp - set value
I/O	Sheet transport - rail cooling ON / OFF
Pressure	Forming air - Set pressure
Time	Forming air - Start time
Time	Forming air - End time / Venting time
Time	Forming air - preliminary pressure - Start time
Time	Forming air - preliminary pressure - End time
Temperature	Sheet transport - Water temp inlet
Pressure	Sheet transport - Water pressure inlet
Time	Form Vacuum - Start time
Time	Form Vacuum - End time
Time	Ejector vacuum - Start time
Time	Ejector vacuum - End time
Time	Ejector air injection - Start time
Time	Ejector air injection - End time
Time	Ejector - Start time
Time	Ejector - End time
Speed	Ejector - Uncontrolled speed forward duration
Speed	Ejector - Controlled speed forward - set value
Speed	Ejector - Uncontrolled speed return duration
Time	Ejector - Controlled speed return - set value
Time	Stacking - Start time
Time	Stacking - End time
Time	Stacking - Start time - Blow air for rejected cups
Time	Stacking - End time - Blow air for rejected cups
I/O	Vacuum control / Blow out cups - Status – Deactivated, reject blow out cups, etc.
Pressure	Vacuum control / Blow out cups - Rejection pressure
Time	Vacuum control / Blow out cups - Setpoint
Pressure	Vacuum control / Blow out cups - Actual reading at setpoint
Time	Plug assist - Start time
Position	Plug assist - Bottom position
Speed	Plug assist - Speed down
Time	Plug assist - Time bottom position is reached
	Machine state
	Dry cycle active
	Maximal Force forming station
	Force max value forming station per cycle

2004117-5-2004107-5-E A

Average Temperature Upper Heater
 Average Temperature lower heater
 Foil temperature forming
 Chain rail temperature operator side
 Chain rail temperature non operator side
 Machine Error ID
 All recipe-data will be provided/refreshed once a second

Greiner specific extruder interface – further review during project kick off

3.2. List of Signals

Signals from Extruder to Thermoformer

+24V from Extruder

Extruder Loop Position- analogues signal from Extruder 4-20mA 1-

Extruder Loop Position- analogues signal from Extruder 4-20mA 1+

Extruder Loop Control On- LED for Taster

Extruder ready

Extruder Speed at Thermoformer 4-20mA 1-

Extruder Speed at Thermoformer 4-20mA 1+

Signals from Thermoformer to Extruder

+24V from Thermoformer

Thermoformer line speed – analogues signal from Thermoformer 4-20mA 1-

Thermoformer line speed – analogues signal from Thermoformer 4-20mA 1+

Extruder Speed Set- Point 1

Extruder Speed Set- Point 2

Extruder Speed Set- Point 3

Extruder Speed Set- Point Stop (only as preparation)

Loop Control On

Loop Control Off

Signals from Extruder to Thermoformer

Thermoformer Stop forming (forming on HIGH – forming stop on low) -add v2

2004117-5-2004107-5-E A

Pos.	Description	pc	EUR
SS1.100	KSS 6.2 - basic equipment	1	422,915
SS1.100.01	Product withdrawal: turning station with servo drive, picker plate mounting made of Aluminum, basket mounting table with pneumatic basket centering, rake and puller with servo drive, rake stroke control	1	
SS1.100.02	Basket changing carriage	1	
SS1.100.03	Basic electric, SPS machine control, control cabinet, Interface for modem connection, incl. Internet-modem MB Connect	1	
SS1.100.04	Painting: RAL7035 light gray: rigid / moving parts, racks, castings, protection, control cabinet RAL9005-deep black satin matt: design elements, sliding protection with crystal clear windows, top panel	1	
SS1.100.05	Documentation EU-language: HMI, machine labels, operational manual, electric and pneumatic plan: 1-set in hardcopy	1	
SS1.100.07	Installation safety in accordance with machinery directive 2006/42 / EC, applicable EN regulations, German occupational safety and accident prevention regulations	1	
SS1.100.08	Traverse drive motor for movement of the Speedstacker with manual locking in production position	1	
SS1.100.09	Reject conveyor ascending and moveable left of film transfer direction for a better access to the stacking basket	1	
SS1.100.10	Interface for KTR	1	
SS1.100.11	Mandrel monitoring with light curtain over whole tooling area	1	
SS1.120	KSS 6.2 - Machine configuration - Advanced	1	
SS1.120.01	Increased stack outfeed (Advanced), stack outfeed right of film travel direction, with servo-driven lifting table and moveable counter holder, for products that are difficult to stack -Automatic production flow and packing of rectangular products possible	1	
SS1.120.02	Safety guard increased outfeed (Advanced)	1	
SS1.120.03	Straight hand packing conveyor	1	
SS1.120.04	Setting plate for lifting table for pitch adaptation between stacking basket and outfeed conveyor	1	
SS1.130	KSS 6.2 - additional equipment	1	
SS1.130.01	Film transfer aid with drive for semi-automatic pulling skeletal waste grid above the stacking device	1	
SS1.130.02	Extension film transfer (+3m)	1	
SS1.130.04	Layer pusher with servo drive for stack outfeed into downstream machine	1	
SS1.130.05	Electrical interface incl. light curtain for downstream machine	1	
SS1.130.11	Lifting console for a safe stacking basket mounting on the crane	1	
SS1.130.12	Connection for basket support on the Stacker	1	
KCP100	KCP - basic equipment	1	167,142
KCP100.01	Machine frame with Servo lift axis and control cabinet Stack infeed in box transport direction on the left	1	
KCP100.04	Box handling "Comfort": incl. box return conveyor and pusher, empty box infeed and full box removal on the operator side	1	
KCP100.05	Basic electric, SPS machine control, control cabinets, Interface for modem connection, incl. Internet-modem MB Connect	1	

2004117-5-2004107-5-E A

Pos.	Description	pc	EUR
KCP100.06	Documentation EU-language: HMI, machine labels, operational manual, electric and pneumatic plan: 1-set in hardcopy	1	
KCP110	KCP - configuration with KTR and KSS	1	
KCP110.01	Feeding of the entire layer Servo-driven conveyor belt Pusher for product infeed not included	1	
KCP110.03	Interface to a KIEFEL Speedstacker, mechanical and electrical	1	
KCP110.04	Residual grid sheet transfer	1	
KCP130	KCP - product specific configuration	1	
KCP130.11	Configuration for non-round products	1	
KCP130.12	Stack gripper for carton box dimensions L XXXmm x W XXXmm x H XXXmm (required when order is placed) Format parts for infeed conveyor for article dimensions XXXmm x XXXmm (required when order is placed)	1	
KCP130.13	FAT for one Box-size included	1	
500	Service – Service package	1	
500.01	Service Core	1	
	Digital Services: Kiefel Portal: free, personalized access for an unlimited number of users - Simple ONLINE parts identification with real-time information on prices and availability as well as information on parts classes - ONLINE technical documentation with extensive filters and search functions: operating manual, interactive electrical/pneumatic diagram, overview of fault messages with troubleshooting - Information on available machine-specific retrofits and upgrades - Inquiry history with advanced search capabilities		
	Standard Services: - Basic Helpline: Comprehensive after sales support from the Kiefel Service Center during office hours. - Prompt dispatch of original Kiefel parts.		

*Included in total price

Greiner Key Account Discount**-400,238**

2004117-5-2004107-5-E A

3.3. Services

Pos.	Description	Pcs	EUR
	Packing, Freight, Insurance	1	80,764
	Installation, Commissioning and Training (3 Process Engineers for max. 10 workdays) If installation and commissioning exceed the days offered, due to SELLER, no charges will be incurred by Greiner Packaging. If installation and commissioning exceed the days offered due to Greiner Packaging a special rate for this project of EURO 1.400 will be charged for each day (8 hrs/day). The special rate does not include per diem, flight rebooking, rental car or hotel costs. These will be invoiced at actual costs.	1	103,768
	Additional Training For max. 10 workdays (Value 22,500 EURO) Workdays are M-Sa max 10hr/day.	1	FOC
	Bi-annual health check (€19,812/year)	1	19,812
TOTAL PRICE, net			€ 1,592,218
*Customs and Duty Tariff handling (estimate)			224,367
* will be invoiced at actual cost			

Additional agreements

KSS vacuum development
Kiefel and Greiner commit to the development of the KSS picker vacuum via a side channel blower to reduce the compressed air consumption. The solution will be evaluated by both parties in regard to the technical and economic feasibility. In the event that Kiefel confirms the technical feasibility, and Greiner confirms the economic feasibility (reduction of cost for maintenance and energy) Kiefel will retrofit the solution on both KTR6.2 machines in the US free of charge.

Kiefel +10
Kiefel and Greiner commit to the development of AI applications to support operators in identifying and solving machine errors. After a certain test phase, the solution will be evaluated by both parties. In the event of a successful evaluation, Kiefel will implement the solution on both KTR6.2 machines in the US free of charge.
License costs to be reviewed and to be mutually agreed upon prior to implementation.

2004117-5-2004107-5-E A

4. Commercial Conditions

4.1. Delivery, Installation and Commissioning.

CIP, Pittston PA - Incoterms 2020

Transportation on Buyer`s site shall be the responsibility of Buyer.

Customs clearance shall be the responsibility of the Buyer.

All customs and duty costs, based on the tariff rates at the time of shipping, are the responsibility of the BUYER and will be invoiced at cost.

If different from Buyer`s address, the invoice address shall be:

If different from delivery address, the End User and Place of Installation shall be:

Partial deliveries shall be permitted.

After delivery, the installation and commissioning of the Equipment (to the extent installation and commissioning are included in the Supply) shall be carried out by SELLER. Unless expressly included in the Total Price, the costs of installation and commissioning shall be borne by Buyer.

4.2. Total Price

The Total Price, as listed in Article 3, is based on a delivery pursuant to the agreed INCOTERM.

All taxes and dues imposed by SELLER`s government up to the point of transfer of title and risk from SELLER to Buyer in accordance with the terms of delivery stipulated in this Term Sheet shall be borne by SELLER.

All other taxes (including income tax, sales tax, etc.) duties, levies, imposts, deductions which are now in force or will be imposed by Buyer`s government (or any authority thereof) ("Buyer`s taxes") shall be borne by Buyer.

Buyer shall in any event pay Buyer`s taxes, duties and fees, including social or other charges of any kind directly to the authorities concerned in another than SELLER`s country and shall solely be responsible for all declarations and statements to the same. In case Buyer remits any corporate income tax/ withholding tax payment for SELLER imposed by Buyer`s government, Buyer shall immediately submit to SELLER a receipt or certificate issued by the tax authorities.

The Total Price excludes withholding tax, value added tax, sales tax, or similar taxes. If applicable, those will be charged in addition to the Total Price.

2004117-5-2004107-5-E A

4.3. Terms of Payment

The Total Price shall be paid without setoff or deduction of any kind as follows:

30% of the Total Price as down payment due immediately upon receipt of the order confirmation or signing the term sheet – against a bank guarantee (trusted bank to be defined), valid until end of October 2026

Lead time starts after receipt of payment.

60% of the Total Price due immediately upon the notification of readiness for Delivery and prior shipment

10% of the Total Price due immediately after the Final Acceptance (SAT) or latest 60 days after the date of the final invoice in case the Final Acceptance is delayed due to reasons beyond the control of SELLER.

Payment shall be made by bank transfer; it is due without discount and free of costs for SELLER.

All payments from Buyer to SELLER shall be paid in by wireless bank transfer from a bank account of Buyer in Buyer's country to one of SELLER's bank accounts as stated below:

Name of Bank	Currency	Account number	IBAN	SWIFT-Code / BIC
HSBC Continental Europe S.A., Germany	EUR	1958275001	DE93300308801958275001	TUBDDEDD

4.4. Delivery Time

The Equipment is planned to be ready for the Factory Acceptance Test (FAT) at Seller's factory within approximately 9-10 months after the date of the last signature of this Term Sheet ("Delivery Time") and receipt of the first down payment, provided the timely settlement of all agreed payments and clarification of all technical details and fulfilment of all other obligations to be provided by Buyer

Should the Delivery Time be delayed, other than due to a Force Majeure event or a Buyer default, and solely attributable to SELLER ("Delivery Delay"), Buyer shall be entitled to liquidated damages as follows:

Liquidated damages of 0.5% (zero-point five percent) of the value of the delayed delivery shall apply per full week based on FAT date. The total liquidated damages caused by Delivery Delay due under this Term Sheet shall in any case be limited to 5% (five percent) of the Total Price. The Parties acknowledge and agree that the foregoing liquidated damages attributable to Delivery Delay (i) are a genuine pre-estimate of the anticipated or actual damages that will be suffered or incurred by Buyer as a result of a Delivery Delay; (ii) do not constitute penalties and are agreed upon and fixed because of the difficulty of ascertaining the exact amount of damages that Buyer would suffer in such circumstances; and (iii) shall be applicable regardless of the actual damages that Buyer sustains. The liquidated damages under this Article shall be the sole and exclusive remedy of Buyer for Delivery Delay.

4.5. Changes

If Buyer desires any change of this Term Sheet, Buyer shall inform SELLER. Within reasonable time, SELLER shall respond in writing stating whether the change can be carried out and what effect, if any, such change shall have on cost, time, warranty, indemnification or other provisions of the Term Sheet. If Buyer decides to implement the change on these conditions, the Parties shall adjust the Term Sheet respectively by written change Term Sheet, signed by both Parties.

If a change of law requires a change in Supply, Buyer shall inform SELLER immediately and the Parties shall proceed as described in above.

Unless and until the Parties have signed a change Term Sheet in accordance with this Article, SELLER shall not be obliged to carry out changes requested by Buyer. Any change in discussion shall not exempt Buyer from its obligations under this Term Sheet.

4.6. Acceptance, Taking Over

SELLER's obligations shall be deemed fulfilled upon acceptance of the Equipment by Factory Acceptance Test ("FAT") and Site Acceptance Test ("SAT") ("Acceptance").

The performance of the Equipment shall be proven via acceptance tests FAT and SAT, as defined in Article 4.6.2. each an "Acceptance Run".

SELLER shall notify Buyer in writing of readiness for Acceptance Run if SELLER considers that:

- it has completed the installation and the Equipment is, in SELLER's opinion, operating in accordance with its specifications; and
- all preconditions for such Acceptance Run as specified in Article 4.6.1. are fulfilled.

The Parties shall agree on suitable day(s) for the Acceptance Run and an appropriate time ("Acceptance Run Day"). On Acceptance Run Day, SELLER, with the assistance of Buyer personnel who are qualified to witness the Acceptance Run qualifications (the "Acceptance Protocols"), shall perform the Acceptance Run Procedures prescribed in Article 4.6.2.

The Equipment shall be accepted, if 1) the Acceptance Protocols are signed; or 2) the Equipment is deemed to be accepted ("Acceptance").

If the Equipment achieves or exceeds the Acceptance criteria, Buyer and SELLER shall sign an Acceptance Protocol no later than two business days after the Acceptance Run Day to certify the Acceptance.

Minor omissions or defects ("Minor Defects") that do not affect the Equipment's safety and operational performance shall not relieve a Party from its obligation to sign the Acceptance Protocol. Instead, the Acceptance Protocol shall include a list of Minor Defects and an estimate of time to remove the Minor Defects after taking over.

If Buyer observes any other defects, deficiencies and/or discrepancies in the Equipment or its performance during any Acceptance Run, Buyer shall no later than within two business days after the Acceptance Run Day notify SELLER in writing, giving a detailed description of the nature of such defects, deficiencies and/or discrepancies in the Equipment or its performance ("Rejection Protocol"), whereupon the procedure described below shall apply, until Acceptance of the Equipment can be achieved or the maximum period for corrective work has been reached.

2004117-5-2004107-5-E A

The Acceptance shall be deemed fulfilled, if Acceptance Run is not possible or the Acceptance Protocol is not issued for reasons not solely attributable to SELLER, in particular, but not limited to:

- Buyer fails to provide the preconditions, and SELLER is not able to conduct the Acceptance Run due to such reasons.
- Buyer fails to sign the Acceptance Protocol or the Rejection Protocol of the Equipment on time or fails to provide detailed reasons for its rejection.
- Buyer fails to comply with safety standards or safety instructions given by SELLER or fails to agree to an Acceptance Run Day or grant access of SELLER personnel to the site.
- Buyer's personnel authorized to sign the Acceptance Protocol fails to attend the Acceptance Run.
- Buyer fails to provide any other Buyer cooperation; or
- Buyer puts the Equipment into commercial operation (except for testing and inspection purposes in accordance with this Term Sheet) before signature of the SAT Acceptance Protocol and without signed authorization by the SELLER.

4.6.1 Preconditions for Acceptance Runs

The Buyer assumes responsibility for the operating conditions at the site of installation in the Buyer's production facility, utilities (energy source, water, etc.), compressed air and similar utilities as defined in Article 5.

The Buyer shall place a sufficient quantity of the original material to SELLER's disposal in time free of charge, freight and customs duty paid as per agreed time schedule for testing the offered Equipment.

The Buyer will be notified of the necessary specifications, dimensions and quantities of the material required (if to be specified by SELLER) immediately after technical clarification of the ordered Equipment.

The details concerning cycle times and quality of the articles to be produced on SELLER's Equipment can only be warranted provided that the quality of the material meets the requirements of the particular purpose of application and that all materials processed are as per specification as notified.

In case the testing material does not arrive at SELLER's plant in time required in order to keep the agreed timeline SELLER reserves the right to claim settlement of partial payment portions due as per time schedule originally agreed upon.

All test material provided by the Buyer or purchased by SELLER, either processed or not, will be returned to the Buyer together with the ordered Equipment for waste disposal at the expenses of the Buyer ex works.

4.6.2 ACCEPTANCE RUN PROCEDURE

Factory Acceptance Test (FAT)

The FAT of the ordered Equipment will be carried out at SELLER’s factory plant in the presence of Buyer’s representatives authorized to sign the protocol. It shall be performed to determine whether the Equipment shall be accepted by the Buyer for the purposes of shipping the Equipment to the Buyer. The results of the FAT will be recorded in the Factory Acceptance Protocol to be signed by the contractual parties.

In case the Buyer cannot attend the FAT SELLER shall carry out the test run and send the protocol to the Buyer’s attention.

Acceptance Criteria

1.

The Buyer will check the specification according to Article 3. of the Term Sheet. The specification must be fulfilled.
2.

All movements and functions according to the Term Sheet are tested in no load operation resp. manual operation and must be in working order.
3.

Acceptance run under conditions of production with a KIEFEL test tool. Duration 15 minutes, availability 95 % according to VDI-guideline 3423:

$$V = \frac{T_N}{T_B} \times 100\%$$

V

T_N

T_B

= availability

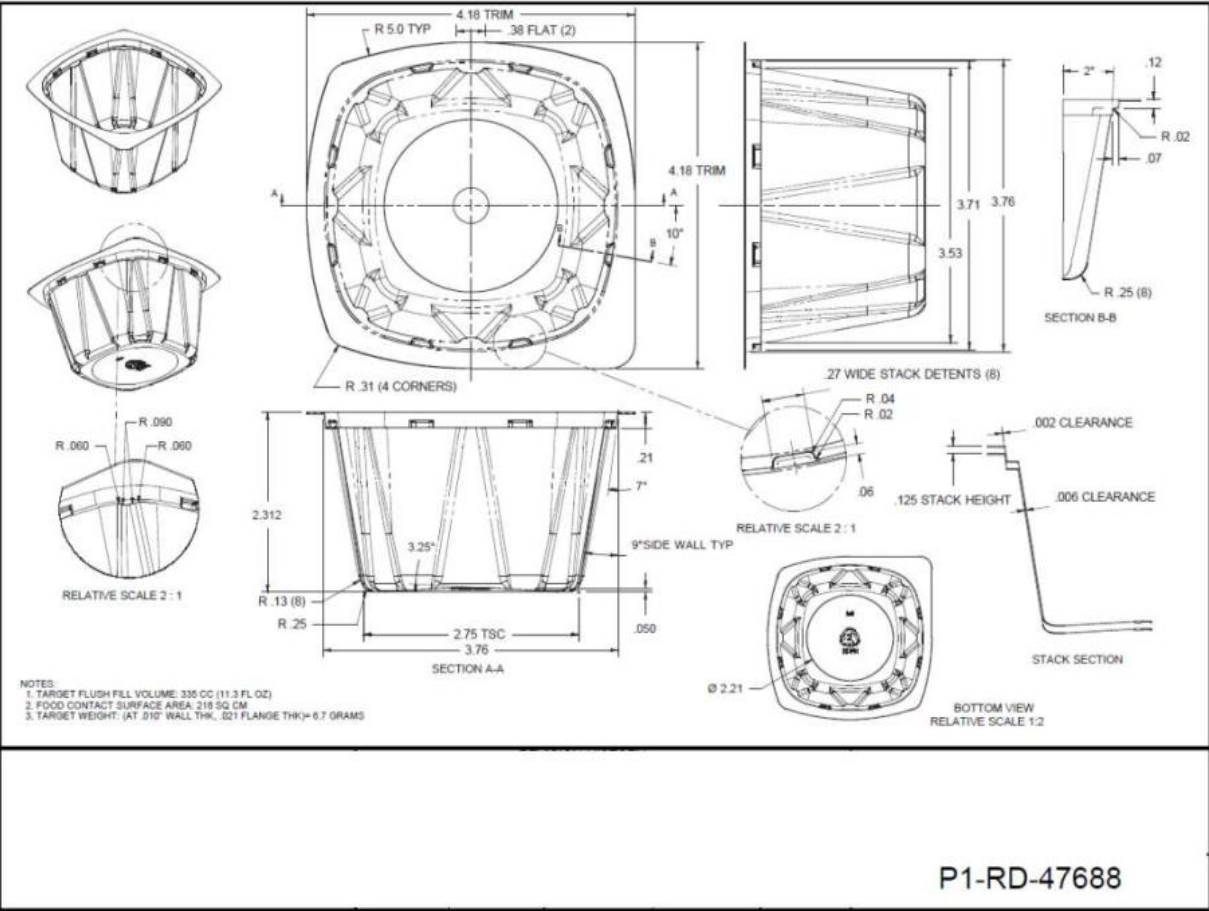
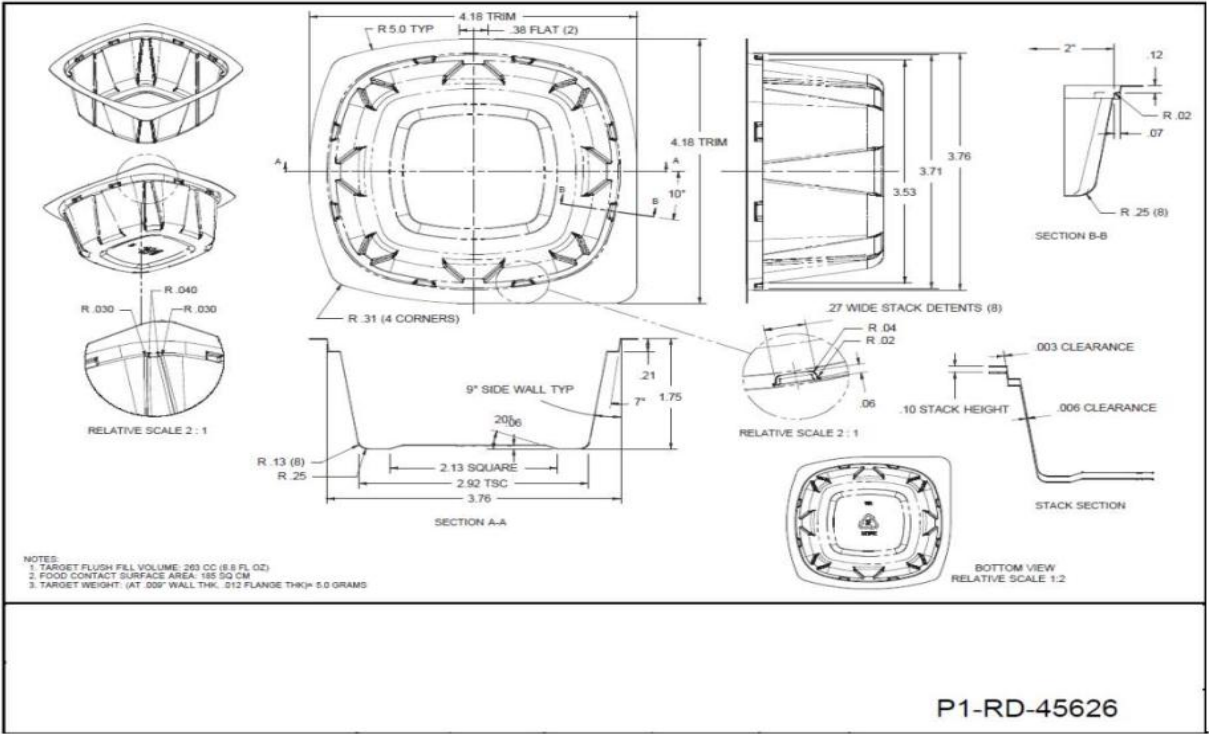
= utilization time

= occupation time

<u>KTR 6.2 Speed</u>	<u>Cereal bowl H44.6mm</u> <u>(with or without side</u> <u>panel TBC)</u>	<u>Cereal bowl H59.3mm</u> <u>(with or without side</u> <u>panel TBC)</u>
Cavities	24-up	24-up
Dimensions of product	106.2 x 106.2mm	106.2 x 106.2
Material	PP	PP
Material thickness	0.54mm	0.66mm
Cycles/min offline	As per quotation 2004096-2-0872-3-E	As per quotation 2004096-2-0872-3-E

Max. cycles are based on F-C-S operation and the stated material specification. Other type material or thickness might work on the reference test tools, however can result in other max. performance.

2004117-5-2004107-5-E A



Site Acceptance Test (SAT)

The SAT of the ordered Equipment will be carried out at the Place of Installation in the presence of Buyer's and SELLER's representatives authorized to sign the protocol. It shall be performed to determine that the Equipment has been delivered in accordance with the Term Sheet. The results of the SAT will be recorded in a Site Acceptance Protocol to be signed by the contractual parties. After the successful SAT, the Equipment will be released for usage and considered to be fully accepted by the Buyer.

Acceptance Criteria

1. The Buyer will check the specification according to Article 3 of the Term Sheet. The specification must be fulfilled.
2. All movements and functions according to the Term Sheet are tested in no load operation resp. manual operation and must be in working order.

4.6.3 Nonfulfillment of Acceptance**Nonfulfillment of SELLER's obligations**

SELLER shall have suitable time and attempts to conduct each Acceptance Run. If after the expiry of such period, Equipment fails to reach Acceptance Run Criteria, SELLER may at its option and at its own cost make further attempts or take back the delivered Equipment.

Nonfulfillment of Buyer's obligations

If Buyer does not fulfill his contractual obligations regarding Acceptance Runs, all time schedules shall be extended, as required to reflect the interruption plus reasonable start-up time.

If the sum of interruptions due to a non-fulfillment of Buyer's obligations exceed 10% of its scheduled duration, this Acceptance Run shall be repeated. An interruption includes the time required until the same quantitative and qualitative values have been reached that the Equipment provided directly prior to the interruption.

Stoppages and wastage caused by any connected Equipment (e.g., downstream/ upstream machine, feeder etc.) which is not part of the Equipment shall be excluded within an Acceptance Run.

Buyer shall bear all costs resulting from non-performance of its contractual obligations.

If the Acceptance Run has not been passed for reasons which not provably and solely SELLER is liable for, the Acceptance Run shall be deemed fulfilled.

4.7. Warranty

SELLER warrants that the Equipment will be free from defects in supplies, workmanship, and design. The warranty period shall commence upon Acceptance and terminate 24 (twenty-four) months thereafter, but not later than 27 (twenty-seven) months after readiness for dispatch, whichever comes earlier ("Warranty Period").

Under this warranty, SELLER shall eliminate during the Warranty Period, without undue delay and at its own expense, all defects due to defective material or workmanship, provided Buyer can prove that such defects are due to reasons attributable to SELLER. SELLER's warranty shall not apply to any defects or damages (i) caused by damage in transit after handover, (ii)

improper storage, (iii) assembly or modification of the Equipment other than by SELLER, (iv) arising due to relocation of the Equipment by Buyer, (v) due to usage contrary to normal practice, or (vi) due to normal wear and tear. Failure to comply with SELLER's instructions on handling and/or maintenance of Equipment, usage of material other than as recommended by SELLER, and removal of safety devices shall forfeit warranty. Upon any warranty claim, SELLER shall, at its own option, have the right to either repair, replace or modify the Equipment as to correct all defects covered under this warranty. Replaced parts shall become the property of SELLER.

Buyer shall notify SELLER of any (possible) warranty case without undue delay and at all times during the Warranty Period. Failure to notify in time and repairs or replacements carried out by Buyer or by third parties without SELLER's prior written consent shall constitute a waiver of Buyer's claims under this warranty.

THE FOREGOING WARRANTY SHALL BE EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE FROM COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OF THE PRODUCTS, AND FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

4.8. Intellectual Property Rights

SELLER warrants that the Equipment is free from intellectual property rights of third parties.

In the event that the Equipment is subject to claims for intellectual property rights by a third party, SELLER shall, within the Warranty Period, to the exclusion of any further claims, at its option either (a) make available to Buyer the rights in question or (b) modify the equipment at his own costs to make it non-infringing or (c) defend and hold harmless Buyer from such suit or action against Buyer for infringement of third party rights.

The foregoing intellectual property indemnity shall not apply to the extent that the alleged infringement claim arises out of (i) Buyer's use of Equipment other than according to SELLER's documentation and operating instructions; (ii) modification of the Equipment other than by SELLER; or (iii) manufacture of the Equipment in accordance with Buyer's unique specifications and/or customizations. Furthermore, Buyer shall give prompt and timely notice of such claim and/or Buyer shall not settle or compromise with a third party without SELLER's prior written confirmation.

SELLER shall not be responsible for infringement of combination/process patents covering the use of the Equipment with other products or Equipment not delivered by SELLER.

On the other hand, Buyer declares that neither the characteristics of the product to be manufactured on the Equipment nor the requested manufacturing process will infringe any property rights of third parties. If this should be the case, however, Buyer shall indemnify SELLER for such claims filed by third parties against SELLER for the infringement of property rights due to the Equipment.

4.9. Limitation of Liability

SELLER SHALL IN NO EVENT BE LIABLE TO BUYER, BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF THE TERM SHEET OR STATUTORY DUTY OR IN TORT OR OTHERWISE, FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS,

2004117-5-2004107-5-E A

LOSS OF PRODUCTION, LOSS OF USE OR ANY KIND OF INDIRECT OR CONSEQUENTIAL DAMAGE.

THE TOTAL OVERALL LIABILITY OF SELLER TO BUYER UNDER THIS TERM SHEET SHALL NOT EXCEED 10% OF THE TOTAL PRICE. THIS PROVISION SHALL, HOWEVER, NOT LIMIT THE LIABILITY OF SELLER (A) IN CASE OF INTENT, OR (B) FOR NEGLIGENTLY CAUSED DAMAGES TO LIFE AND/ OR HEALTH OR (C) WHERE THE LIABILITY CANNOT BE LIMITED IN ACCORDANCE WITH APPLICABLE LAWS, E.G. MANDATORY PRODUCT LIABILITY LAW.

4.10. Export Control

If Buyer transfers Equipment and/ or Supply to any other End User and/or Place of Installation as defined above, Buyer shall

- (1) comply with all applicable national and international (re-)export control regulations, in particular the (re-)export control regulations of the United States of America; and
- (2) not infringe any embargo or Sanctioned Party Lists imposed by the United States of America and/or by the United Nations.

If required by relevant authorities or by SELLER, Buyer shall promptly provide SELLER with all information pertaining to the particular end customer and shall indemnify and hold harmless SELLER from and against any claim, proceeding, action, fine, loss, cost and damages arising out of non-compliance with this Article.

4.11. Force Majeure

If either Party cannot execute its contractual obligations due to unforeseeable events beyond the reasonable control of such Party such as, but not limited to, epidemic, pandemic, war, terrorism, fire, flood, typhoon, earthquake, Acts of God, strikes and lock-outs, governmental regulations, changes in law ("Force Majeure"), such Party shall be excused from performance of its contractual obligations and shall not be considered to be in default with respect to any obligation hereunder, except the obligation to make payments in a timely manner for work actually performed before Force Majeure. In addition, SELLER shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any materials necessary for manufacturing the Equipment. All time limits stipulated in this Term Sheet shall be extended by a period equivalent to the period of Force Majeure plus a reasonable time phase for resumption of work.

The prevented Party shall inform the other Party as soon as reasonably practicable, but in no event later than 10 (ten) days by giving written notice to the other Party stating the nature of the event, its effect, and the anticipated duration thereof, and any action being taken to avoid or minimize its effect. The burden of proof shall be on the Party claiming Force Majeure.

The prevented Party shall inform the other Party immediately of the elimination of Force Majeure.

In case of a Force Majeure event lasting continuously for a period longer than 6 (six) months, either Party may terminate the Contract.

4.12. Termination and Suspension of the Term Sheet

Either Party shall be entitled to terminate this Term Sheet as a whole or in part if the other Party fundamentally or continuously breaches its contractual obligations. Such breaches include, but are not limited to, a default by Buyer to fulfill its payment obligations (including the transfer of the down payment to SELLER's bank account on the agreed date and/or a delay in opening the L/C and/or, if no L/C is agreed upon, a delay of any further progress payment following the down payment or non-delivery of the Supply by SELLER). The Parties' right to terminate the Term Sheet shall not arise unless, and until, the Party who wants to terminate the Term Sheet provides the other Party with written notice of any alleged breach of the other Party and the other Party fails to remedy such breach within thirty (30) days following receipt of such notice.

The Party entitled to terminate the Term Sheet may instead of exercising its termination right suspend its contractual obligations. If a Party entitled to a suspension elects to exercise such right, the suspension shall result in an appropriate adjustment of the time schedule, including a reasonable time for resumption of the work.

The suspension does not preclude the suspending Party from exercising its termination right at any time during the suspension period.

4.13. Confidentiality

Any information, including but not limited to drawings, records, data, books, reports, documents and information whether technical or commercial, supplied to it by or on behalf of the other Party, which is designated in writing as proprietary or reasonably regarded as being of confidential nature shall be regarded as Confidential Information ("CI"). The receiver shall not disclose it to third parties without the written approval of the disclosing Party. Furthermore, the above-mentioned restrictions concerning CI shall not apply to information which (a) was furnished prior to this Term Sheet without restriction; (b) becomes generally available to the public with no fault of the receiving Party; (c) is received by either Party from a third party without restriction and not in breach of this Term Sheet; or (d) has been developed or generated independently by the receiving Party. In the event CI is legally required to be disclosed under applicable law or by a governmental order, decree, regulation or rule, the receiving Party shall only disclose CI limited to the extent required by law and shall inform the other Party immediately. This Article shall survive the termination of this Term Sheet for 3 (three) years.

If the Parties have concluded a separate agreement dealing with the CI, such agreement shall supersede the stipulation in this Article.

4.14. Governing Law, Arbitration

This Term Sheet shall be governed by the laws of the State of Delaware without reference to its conflict of law provisions. The Parties acknowledge and agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto and shall not be used for the interpretation of the sale of Supply hereunder.

Any disputes arising out of this Term Sheet should be settled through good faith negotiation between both Parties. If the Parties cannot reach an agreement by negotiation, the dispute shall be finally settled, to the exclusion of legal proceedings, by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA Commercial Rules of Arbitration ("AAA Rules") then currently in effect. The arbitral tribunal shall consist of a sole arbitrator if the amount of the in dispute (without interest) is USD 500,000 or less and shall consist of three arbitrators if the amount of the Dispute (without interest) is greater than USD

2004117-5-2004107-5-E A

500,000. If there is a sole arbitrator, that arbitrator shall be jointly nominated by the Parties. If there are three arbitrators, each Party shall nominate one arbitrator and the two Party-nominated arbitrators shall nominate the third arbitrator, who shall serve as the president of the tribunal. If the sole arbitrator or the third arbitrator is not agreed upon as provided above, that arbitrator shall be selected by the AAA in accordance with the AAA Rules. The arbitral tribunal shall not have authority to award punitive damages and may only award damages that are measured by the aggrieved Party's actual damages. Furthermore, the arbitral tribunal may not make any ruling, finding or award that does not conform to the terms and conditions of this Term Sheet. Either Party, before or during any arbitration, may apply to any court of competent jurisdiction located in the State of Delaware for injunctive relief or other provisional remedy to protect its interests' pending completion of the arbitration proceedings. Any award shall be final and binding on the Parties, and judgment may be entered on the award by any court of competent jurisdiction located in the State of Delaware.

The place of arbitration shall be Boston, Massachusetts. The arbitration proceedings and the award shall be in English language. During the arbitration proceedings, both Parties shall continue to execute their obligations under the Term Sheet except in respect of the matter under arbitration.

4.15. General Provisions

The Contract shall become effective upon signature by the Parties. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) will be deemed (a) to be "in writing" and (b) to have been signed.

The terms and conditions set forth in this Term Sheet shall constitute the entire understanding of the Parties relating to the provision of the Supply provided by SELLER hereunder. This Term Sheet may be amended only by a written instrument signed by both Parties. To the extent that Buyer issues a purchase order concerning the Supply, Buyer acknowledges and agrees that none of the terms and conditions stated in or attached to Buyer's purchase order (other than quantity) is applicable to the transactions contemplated hereby in any way and are not to be considered Buyer's exceptions to the provisions of this Term Sheet.

In the event of part of the Term Sheet being ineffective, the validity of the remaining portion shall not be affected, provided such ineffectiveness is without prejudice to the essence of the Term Sheet. In such event, the Parties shall replace the ineffective term with a valid term, which shall meet the purpose and/ or intention of the ineffective term as closely as possible.

2004117-5-2004107-5-E A

5. Infrastructure, Energy Supply / Operating Conditions

5.1. General

The following specification of supplies applies + electricity to the connection point of the machine or equipment to the corresponding supply system. The specified values should be measured at the corresponding connection point and must be read and controlled by means of indicating units. The measuring and indication units must be provided by the Buyer.

Allowable temperature range:	15 - 40 °C
Temperature variation:	max. 10 °C/h
Relative humidity of air:	50% - 80 % (condensation at components must be avoided)
Operating altitude:	max. 2000 m above sea level according to DIN EN 61439-1:2011

Optimal conditions:

Ambient temperature:	22°C ± 2°C
Relative humidity of air:	50% - 55%

5.2. Air Conditioning

In principle an air conditioning is only necessary if the specified conditions of 1.1 cannot be kept.

Quality of air: Dust-free, no clean-room conditions necessary

When exceeding the specified max. ambient temperature of 1.1, additional cooling devices become necessary for machines and machine components (e.g., switch cabinets, tooling, additional cooling of the material, etc.).

5.3. Compressed Air

General requirements are defined according to ISO 8573-1
 (Specifications apply for 1bar absolute pressure, 20°C and a relative steam pressure of 0.6)

Pressure:	min. 6 bar +10% (at the Buyer device)
Solid contaminants	According to ISO 8573-1 class3
Water content	According to ISO 8573-1 class3
Total oil content	According to ISO 8573-1 class3
Filtering:	Cartridge 5 - 8 µm

Compressor lubricants based on mineral oil must not be used in combination with EPDM-seals.

5.4. Cooling water

→ pls. see technical description in 2.1

Quality of the water according to VDI-guideline 3803 for temperature control and cooling circuits of carbon steel and non-ferrous metals:

Hydrological data:

PH-value:	7,5 - 8,5
Conductivity (at reference temperature of 20°C):	< 2200 µS/cm
Carbonate hardness:	< 4 °dH

2004117-5-2004107-5-E A

Carbonate hardness at hardness stabilization:	< 20°dH
Suspended solids:	< 5 mg/l
Total salt content:	< 1800 mg/l
Chloride:	< 150 mg/l
Sulphate:	< 325 mg/l
Iron:	< 0,2 mg/l
Copper:	< 0,5 mg/l
Oxidizability:	< 100 mg/l (Consumption of potassium permanganate)
Evaporation figure:	2-4
Bacterial count	< 1.000 KBE/ml
Legionella bacteria	< 10 KBE/ml

5.5. Electricity

General power supply:

The electric components of the equipment are designed in accordance with.
EN 60204 norms.

Voltage:	3x 400 VAC + N + PE, 50/60 Hz (mains operation -> generator mode does require modifications on machine with costs)
Voltage variation:	max. + 10 / - 6 % at standard working conditions
Frequency variation:	max. ± 1 % at standard working conditions
Fault current breaker intervention:	min. 500 mA (all-current-sensitive circuit breaker)

5.6. Electrostatic charge / inductive fields

Electrostatic charges or inductive fields may cause interferences with the computer control or the peripheral equipment, e.g., terminals. Therefore, it should be taken care to place the machine as far as possible away from such electrostatic charges or inductive fields. The EMV norms must be kept on principle.

5.7. HF Fields

Computer control systems and their peripheral equipment, e.g., terminals or drive controls may be disturbed by HF fields. Therefore, it should be taken care either to place the machine far away from the HF source or to have the HF source shielded accordingly. The EMV norms must be kept on principle.

2004117-5-2004107-5-E A

6. SELLER Remote Maintenance Simotion-Control-System

SELLER Remote:

Machines with Simotion Control System and MB-Connect Device MDH810/860 Maintenance of the PLC System / HMI via Internet:

The Remote-Maintenance-PC is located at SELLER.

With the VPN-Connection:

- SELLER simulates that the PC is being part of the Buyer's network (for the period being logged in).
- SELLER can access onto the PLC-System via Scout (Engineering Tool) as well as to the HMI-Panel.

VPN-Connection:

SELLER-PC:

- with PC-VPN-Functionality it will connect to the Buyer's-Router using VPN-Function.
- PC runs as VPN-Client, VPN-Server will run on Buyer's-Router.

Connection is a Point-to-Net Connection → one PC (point) is connected to the Buyer's-network (net).

SELLER can only use SSL-VPN.

IPSEC is used for other applications → it's not possible to use IPSEC by the Buyer.

Program MB-Check:

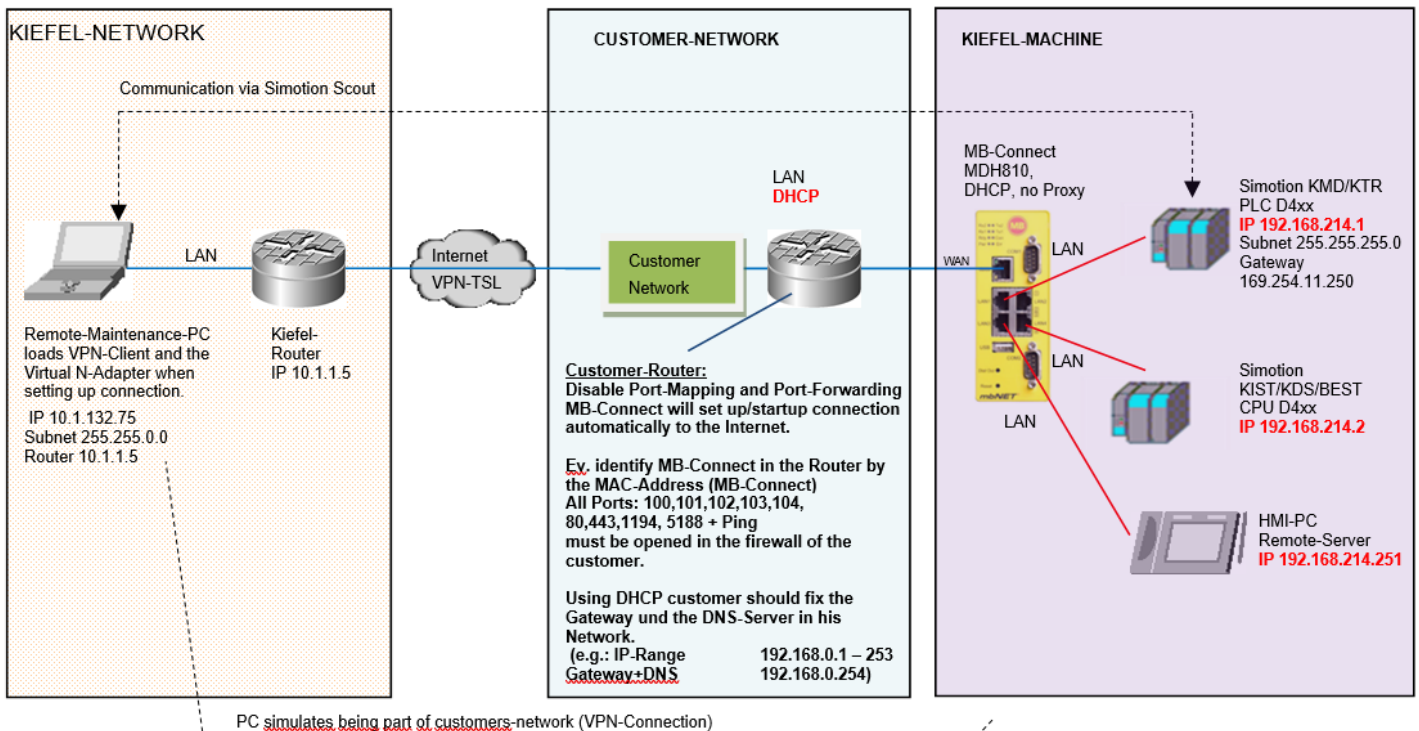
This program will check if the necessary ports are opened (see Homepage of MB-Connect - Downloads). (OK if the green OK-marks are visible in the report window of MB-Check-Program).

MB-Check cannot verify if the ports are opened in the Buyer's-firewall (Ports must not be blocked).

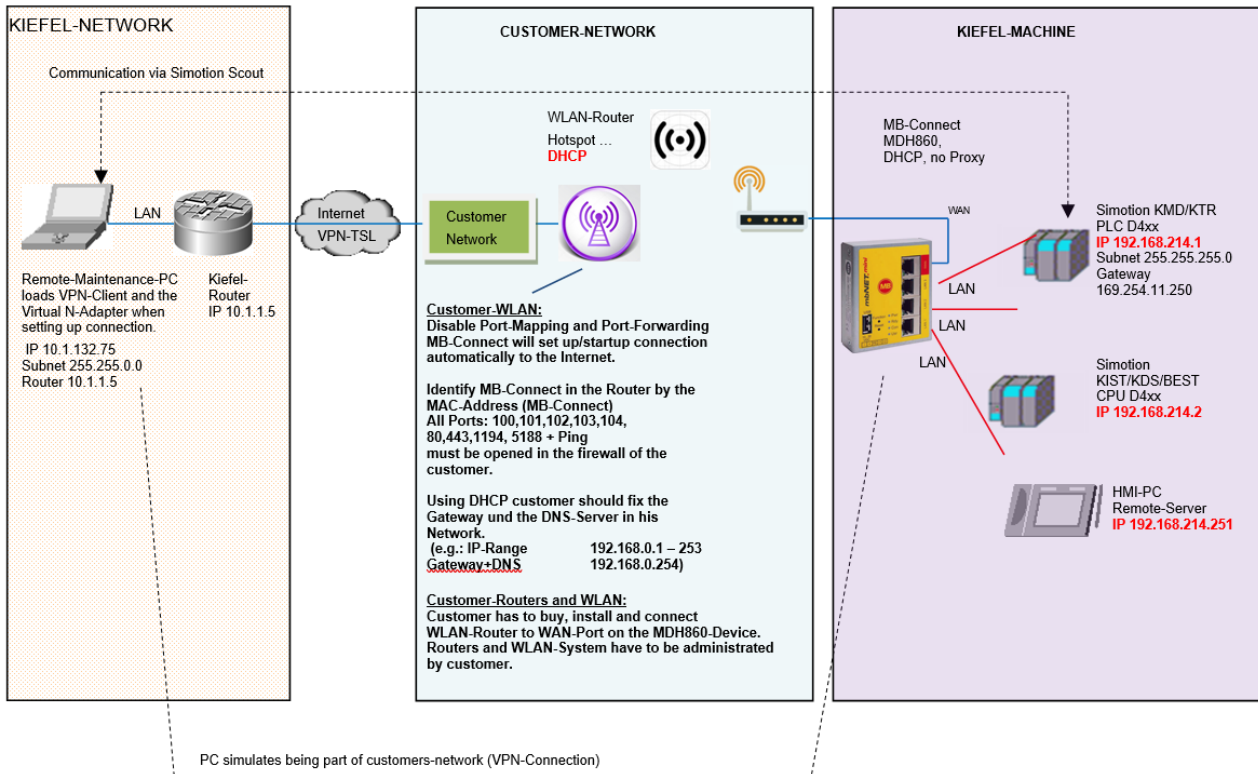
→ This is part and responsibility of the Buyer's IT-Department.

MB-Connect Device Default-Setting is DHCP → Device gets the IP-Address from Buyer's-Router.

Possibility 1: Remote Access with **wire-based connection** (regardless of MDH810/860)



2004117-5-2004107-5-E A

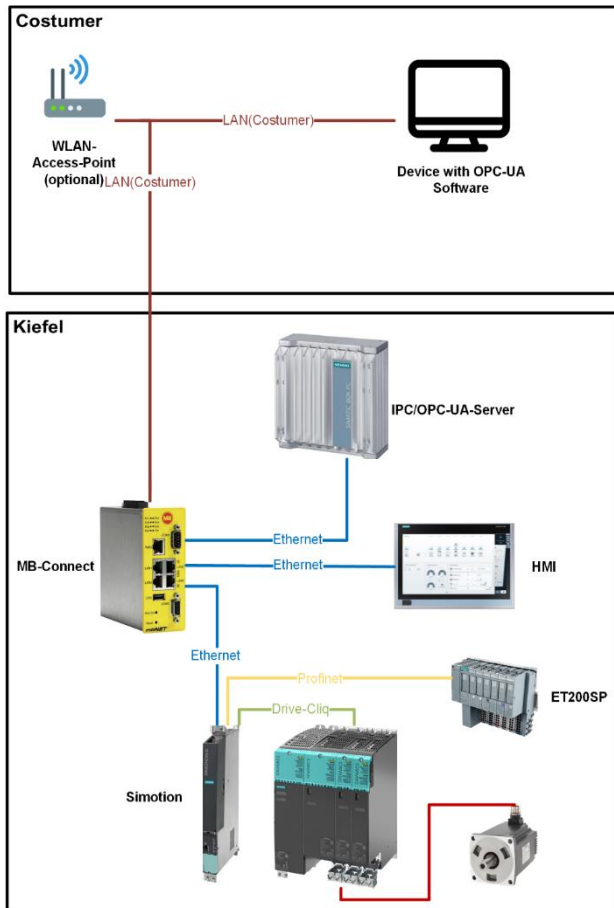
Possibility 2: Remote Access with wire-less connection (regardless of MDH810/860)


2004117-5-2004107-5-E A

OPC-Interface

ATTENTION: The OPC-Interface/ Data-Exchange is only activated if Pos. 202.10 is sold.

Principle diagram:



An OPC-UA-Server is running on the IPC (grey device).

This IPC provides data from the KIEFEL-Machine-PLC :

Standard in all KMDx.1, KMDx.2, KTRx.1 and KTRx.2

→ Production-Data are monitored (predefined by KIEFEL)

– Data-values exchanged via PLC/IPC.

Detailed signal-information to be requested.

A connection to the Ethernet/WLAN-network of the Buyer is required.
This Ethernet-Connection has to be connected to the WAN-Port of the MB-Connect-device (yellow)

--> see description „ KIEFEL Remote Maintenance Simotion-Control-System“

OPC-UA-Server:

The OPC-UA-Server is based on Open-Source-Software.

The Server fetches the ordered data from the PLC and provides them to the Buyer system, without having direct access to the PLC.

Therefore, access errors on the PLC are avoided.

Attention:

In order to guarantee access to the data, the WAN interface of the MB-Connect must be assigned via DHCP.

This requires a DHCP-Server in the Buyer network.

The Buyer is responsible for the client software.

KIEFEL uses the UA-Expert from Unified Automation GmbH as a reference.

This also provides software development kits (SDK) for various platforms such as C ++ and Java.

Scope of delivery KIEFEL:

- IPC with OPC-UA-Server
- Provision of selected, predefined variables.
- Test report - that access to the variables was tested successfully (with an external PC).

If other values or more values are required, additional work is required.

This is to be defined separately, effort to be estimated and offered.

Scope Buyer:

- Connection to the WAN port of the MB-Connect in the KIEFEL system
 - Cabling to the KIEFEL system (Ethernet LAN) to MB-Connect **OR**
 - Buyer-side WLAN router (to be administered by the Buyer) to IPC
- Installation of an OPC-UA-Client
- Setup of the interface between Buyer network to KIEFEL system (according to documentation)

ATTENTION - future systems:

The Buyer is responsible for setting up / integrating the OPC UA coupling independently.

If KIEFEL support is required / if can be provided -> to be quoted separately according to the effort.

2004117-5-2004107-5-E A

7. Signatures

There are no supplementary agreements (written or oral) to this Term Sheet. Alterations and extensions to this Term Sheet must be defined in writing.

Brueckner Group USA, Inc.

Buyer

Dover, New Hampshire October 28, 2025

Place, Date

Signature

Signature

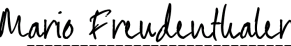


David Peterson, Regional Sales Manager

Ryan Troiano, Director
Engineering and Technical Services

Signature

Signature



Mario Freudenthaler, Director
Automation and Tooling

Name, job description