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FlexLink Conditions of Quotations Sales

FlexLink Systems LLC (Russia)

GENERAL CONDITIONS OF QUOTATIONS

1. GENERAL

Our quotation is the definitive document with regards to the project and supersedes any other documentation and the content of any discussions.

All provisions set forth in this document are mandatory for FlexLink Systems LLC, as well as for the Customer unless otherwise agreed by the contract or its supplements.

Should the customer issue new drawings and any specifications that have a significant impact on the proposed system, FlexLink Systems LLC reserves the right to amend the quotation accordingly.

The layout supplied with the quotation is for information only. FlexLink Systems LLC reserve the right to change it during the project provided that functionality is maintained.

The appendices form an integral part of our quotation and, by referring in any way to the quotation; the content of all the appendices are automatically accepted.

The content of this quotation, supplemented by Orgalime SE01 Terms and Conditions and Orgalime S2000 Terms and Conditions, are those upon which FlexLink Systems LLC is willing to contract and no addition thereto or variation there from shall apply unless expressly accepted in writing by FlexLink Systems LLC. These conditions shall apply in place of and prevail over any terms contained or referred to in the customer's order or in correspondence or elsewhere and any purported provisions to the contrary are hereby excluded or extinguished.

Any receipt of any delivered goods or services from FlexLink Systems LLC will constitute full acceptance of the provisions set forth in this section. The purchase price has been calculated based on the application of the provisions set forth in this section.

FlexLink Systems LLC will apply professional project management routines to this project in order to ensure maximum customer satisfaction. A common sense approach in a spirit of co-operation will prevail throughout the project.

2. PROJECT MANAGEMENT

3.2 Project handling

A project plan, time schedule and test protocols, as required, will be agreed with the customer after order placement. Project progress reports will be produced on a regular basis throughout the project.

3.3 Progress and payment issues

Such changes will be quoted separately and only after the customer's written approval will FlexLink Systems LLC proceed with design and implementation. They will not affect the agreed payment schedule and will be invoiced separately.

FlexLink Systems LLC will start project execution after receipt of the first payment.

In the event of failure to keep to the agreed payment schedule, FlexLink reserves the right to withhold performance and to charge for all the costs incurred.

Should the installation, testing and/or commissioning be delayed considerably by the customer, FlexLink Systems LLC reserves the right to charge the customer for any additional time taken

In case of delays in acceptance and/or delivery caused by the customer, FlexLink Systems LLC keeps the right to invoice the customer based on the estimated time schedule and not according to milestones.

3. RESPONSIBILITY OF CUSTOMER

3.1 Up and downstream machines, 3rd party equipment

- Provision of details of the in feed conveyor and the out feed conveyor
- All system controls, including motor control, emergency stops, safety switches and functional responsibility for equipment supplied by others
- All mechanical and electrical interfacing between the FlexLink supplied system and other systems and equipment, unless otherwise agreed

3.4 Installation area

- Provision of a clear and electrically safe site, with unimpeded access during the installation
- All civil works required to accommodate the system, including provision of a suitable floor and any sealing/finishing of the surface after the system is installed
- Provision of and connection to services to prepared location on site(s).
- Leveling off the floor and foundations for installation
- Free area for material preparation (cutting). Roped off by FlexLink Systems LLC, with necessary safety features

3.5 Product samples

- Provision of full range of product samples for tests, in the quantities and condition required, when requested and without any cost to FlexLink.
- Provision, when required, of any other plant and equipment, sample product and services needed for the installation and test of the system.

3.6 Personnel and assistance

- Supply all of ladders, personnel and system lifts, scaffolding etc., required for the installation, if not differently agreed
- Suitable personnel from customer to participate from time to time in the installation phase in order to assist the vendor, and for training purposes. Vendor to approve and supervise personnel.
- To ensure personnel acquire proper training to safely operate and maintain the system
- Unloading of goods on installation site. Vendor will have full responsibility in terms of supervision and risk during unloading of goods. Customer provides personnel and equipment for the unloading exercise. FlexLink Systems LLC to specify requirements and approve equipment and personnel.
- Removal of waste from the installation site(s) during installation and commissioning as well as after commissioning.
- Storage facilities for material and tools

3.7 Response time

The Time Plan was designed assuming that the customer responds to questions and request for approvals within 3 working days. Failure to respond to such requests within the specified time, FlexLink Systems LLC keeps the right to assume requests for approvals being accepted by the customer or extend the lead time of the project accordingly.

4. SAFETY AND ENIRONMENT

4.1 Safety standards

All equipment scheduled as part of the supply from FlexLink Systems LLC complies with mandatory safety and health requirements of Russia Federation

A declaration of Incorporation/Conformity covering the above shall also be supplied along with machine manuals, operating instructions, maintenance schedules etc.

4.2 Risk analysis

FlexLink Systems LLC performs a standard risk analysis covering all aspects of this project and keeps record of these analysis.

4.3 Guarding

When required by the risk analysis, the system is completed with guarding solutions. Any sign required in accordance with regulatory requirements will be provided and securely fixed.

4.4 Noise

Noise levels for the conveyors are expected not to exceed 75 dB(A) measured 1 meter from the conveyors (according to FlexLink catalogue).

5. OPERATION

5.1 Warranty and liability for defects

Defects and deviations related to components, spare parts and products not being original FlexLink Systems LLC products may cause failures to the system and will not be covered by FlexLink's warranty.

FlexLink Systems LLC warranty may be void where a 3rd party product is incorporated into the FlexLink system without FlexLink Systems LLC written approval.

5.2 Maintenance

FlexLink's systems require only minimal maintenance. All components are manufactured to the highest quality standards to ensure a long and trouble free life. However, certain procedures must be carried out at regular intervals. A Maintenance Manual will be included in the system documentation.

5.3 Spares

A list of recommended spare parts will be included in the project documentation.

Spare parts are not included in this quotation, unless specifically mentioned in the Scope of Supply and Price section.

5.4 Operation before handover

Operating the system before official hand over is the sole risk of the customer, and in such cases FlexLink Systems LLC keeps the right to assume that the system was accepted by the customer, and issue invoices and accept payment accordingly

The following documents will be supplied along the system in electronic version. Hard copy of the documents can be quoted on request

6. DOCUMENTATION

6.1 Mechanical system

- Layout drawing
- User manual
- Maintenance manual
- Spare part list

6.2 Control system (electrical and pneumatics)

- Schematic design
- Bill of Material
- Commented PLC code.

6.3 Training for operators and maintenance personnel

A basic training is part of the scope of our quotation as stated under “Scope of Supply and Price” Additional follow up training sessions, linked to performance clauses and the maintenance program, can be quoted as an option on request.

7. INTELLECTUAL PROPERTY OWNERSHIP

Information, verbal as well as written provided by FlexLink Systems LLC before and during performance of a joint project constitutes FlexLink's trade secrets and shall be treated with due diligence and due confidentiality.

All intellectual property rights related to this quotation and to any other documentation provided by FlexLink Systems LLC and all intellectual property rights related to the technical solutions created by FlexLink (or its sub-suppliers) are the exclusive property of FlexLink (or its sub-suppliers). Such intellectual property rights may only be used for the assessment of the offer covered by this quotation. In case a co-operation is initiated the customer may use FlexLink's documentation and intellectual property rights for the agreed purposes to the agreed extent.

June, 2018.