

General Conditions Rental Agreement

Oct. 2009



1. **Definitions:** "Lessee" means the person, firm or company with whom Lessor enters into an Agreement; "Lessor" means GEA Process Engineering A/S, a company organized and existing under the laws of Denmark; "Agreement" means a written agreement duly signed by authorized representatives of Lessor and Lessee for the rental to the Lessee of the Rental Unit, which shall consist of the following: the tender issued by Lessor to the Lessee for the rental of the Rental Unit, a written acceptance of the tender which has been issued by Lessee and acknowledged in writing by Lessor, these General Conditions, and such other documents agreed by the parties as being part of the Order; "Rental Unit" means the rental unit which is rented under the tender issued by the Lessor.
2. **Delivery:** Any delivery date set forth in the Agreement is indicative only. Lessor will make every reasonable effort to make delivery within the time specified, but Lessor shall not be liable for any loss or damage arising from delay. Lessor may therefore give notice of postponement to such date.
3. **Selection and Warranties and Disclaimer of Warranties:** Lessee acknowledges that it has selected the Rental Unit and that the Rental Unit is provided AS IS. Lessee disclaims any reliance upon statements made by the Lessor. Lessor warrants to Lessee that, so long as Lessee is not in default, Lessor will not disturb Lessee's quiet and peaceful possession, and unrestricted use of the Rental Unit. LESSEE UNDERSTANDS AND AGREES THAT NO WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS GIVEN BY LESSOR OR IS TO BE IMPLIED WITH RESPECT TO THE CONDITION OF THE RENTAL UNIT OR ITS UTILITY, SPECIFICATIONS, SUITABILITY OR VALUE, OR WITH RESPECT TO ANY INFRINGEMENT CREATED BY ITS POSSESSION, OWNERSHIP OR USE.
4. **Use:** Lessee, at its expense, shall make all necessary site preparations and cause the Rental Unit to be operated in accordance with any applicable operating manuals and manufacturer's instructions and applicable laws, regulations and directives.
5. **Title:** The Lessee will keep the Rental Unit free and clear from any liens or encumbrances of any kind and will indemnify and hold Lessor harmless from and against all losses, damages and liabilities caused by Lessee's failure to do so.
6. **Return of Rental Unit:** On Lessor's request or upon expiry of the rental term, whichever is the earlier, the Rental Unit shall be returned to Lessor immediately in the same condition as when delivered.
7. **Risk of Loss and Damage:** Effective upon delivery and until the Rental Unit is returned, Lessee relieves Lessor of responsibility for all risks of physical damage to or loss or destruction of the Equipment. The risk shall pass to the Lessee at the time of delivery according to applicable Incoterms. The Lessee shall indemnify and hold the Lessor harmless from any losses, damages and liability due to loss of or damage to the Rental Unit occurring during the period the Lessee has the risk for the Rental Unit. Any defect, loss or damage not notified in writing by the Lessee to the Lessor within five days from delivery shall be deemed to have been caused solely by the Lessee. The Lessee shall during the rental term carry casualty insurance and shall upon request of the Lessor immediately present a copy of the insurance policy.
8. **Cleaning:** The Lessee shall at the cost and expense of the Lessee be responsible for cleaning of the Rental Unit prior to its return to the Lessor or any third party designated by the Lessor. On return of the Rental Unit, it shall be clearly marked with the product/liquid which has been processed during the rental term. Further, a cleaning certificate shall be provided by the Lessee.
9. **Indemnity:** Lessee will indemnify and hold Lessor, harmless from and against any and all claims, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of the selection, possession, renting, operation, control, use, maintenance, delivery, return or other disposition of the Rental Unit. The foregoing shall include, but shall not be limited to any personal injury or death or damage to property of any third party.
10. **Inspection:** Lessor is at any time entitled to inspect the Rental Unit, including marking the rental Unit with Lessor's name and address.
11. **Limitations and remedies:**

No consequential damages: Lessor is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort) caused by the Rental Unit. In no event is Lessor responsible for any loss of profit, loss of business, loss of use (including plant downtime or delays), loss of or damage to product (including feed or feedstock), loss of production, loss of revenues or loss of contracts, or for any costs or losses associated with resulting business changes (including product recall costs), or for any special, indirect, punitive, exemplary, incidental, economic or consequential costs, losses or damages of any description, howsoever caused.

Exclusive remedies: The Lessee's sole and exclusive remedy for any breach of this Agreement by the Lessor shall be limited to a right to return the Rental Unit to the Lessor against refund of rent paid under the Agreement, if any.
12. **Repossession:** In the event of breach of this Agreement by the Lessee, including but not limited to, any failure to pay rent or if an assignment for the benefit of Lessee's creditors is made, the Lessee fails to pay its debts when due, the insolvency of Lessee, the filing by or the filing against Lessee of any petition under any bankruptcy or insolvency law or for the appointment of a trustee or other officer with similar powers, the adjudication of Lessee as insolvent, the liquidation of Lessee, or the taking of any action for the

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purpose of the foregoing, the Lessor may enter on Lessee's premises to remove and repossess the Rental Unit without being liable to Lessee for damages due to the repossession, and pursue any remedy according to this Agreement and at law.

13. Governing Law and Dispute Resolution: This Agreement shall be governed by the laws of Denmark. The parties hereby consent to the jurisdiction of the courts of Denmark.