

General Terms of Purchase type A

I Validity

These General Terms of Purchase ('GTP') apply to all orders and deliveries as well as the manufacture of goods and/or products, insofar as nothing different has been agreed in writing by the contract partners.

Upon signing the purchase agreement between the manufacturer/seller/supplier (hereinafter referred to as 'supplier' for reasons of simplicity) and Coperion K-Tron (Switzerland) LLC or upon confirmation of the order by the supplier (see also article III, section 1 of the GTP), the supplier accepts the GTP as legally binding for itself and exclusively applicable to all further deliveries.

Contradictory contract provisions on the part of the supplier apply only if they are in writing and expressly countersigned by Coperion K-Tron (Switzerland) LLC with legal signatures. Coperion K-Tron (Switzerland) LLC shall not be under any obligation due to contradictory contract provisions, even if these are not expressly refuted.

II Offer

The drawing up of offers, the delivery of the same and any demonstrations by the suppliers shall be free of charge.

If the offer deviates from Coperion K-Tron (Switzerland) LLC's enquiry, the supplier shall expressly draw attention to this fact. Unless otherwise agreed, the contract partners shall not be bound until the purchase agreement or the written order is signed by Coperion K-Tron (Switzerland) LLC and can withdraw from the contractual negotiations without penalty.

III Order and conclusion of the individual contract

A binding contract between the contract partners is established by a written and legally signed order on the part of Coperion K-Tron (Switzerland) LLC.

If Coperion K-Tron (Switzerland) LLC's written order differs from the supplier's offer, the contract is deemed to be concluded if, within three working days of receiving the order, the supplier does not declare in writing its refusal to confirm the order. In the case of such a tacit confirmation, the supplier is in particular obliged to deliver the goods/products ordered in their entirety and on time.

Orders placed in another form require subsequent written confirmation by Coperion K-Tron (Switzerland) LLC in order to be binding. Coperion K-Tron (Switzerland) LLC can demand within reasonable limits that the supplier make changes to the goods/products with regard to design and implementation. In this case, the contract partners must reach agreement with regard to the effects, in particular in respect of any increased or reduced costs and the delivery date.

IV Personal fulfilment by the supplier

The supplier must fulfil the contract personally. The calling in of third parties is only permitted with the prior agreement of Coperion K-Tron (Switzerland) LLC. The supplier is obliged to pass on the existing contracts and conditions which exist between it and Coperion K-Tron (Switzerland) LLC to the sub-supplier and to ensure that they are executed. The supplier is entirely responsible for ensuring that the third parties called in comply with the contract.

V Prices

The agreed prices are fixed. Any price escalation clauses and indexed prices on the part of the supplier will not be accepted. This also applies to framework and permanent contracts. Price increases require an individual written amendment of the contract between the contract partners.

Insofar as the supplier is obliged to deliver acceptance test certificates, material certificates and material and quality tests, the costs for drawing these up form an integrated component of the fixed price.

VI Terms of payment/invoice

Insofar as the contract partners have not reached any different agreements, payment will be made by Coperion K-Tron (Switzerland) LLC within 30 days after receipt of the invoice, strictly net.

The supplier must issue the invoice with a statement of origin unless instructed otherwise. The supplier may only surrender claims against Coperion K-Tron (Switzerland) LLC to third parties with the written agreement of Coperion K-Tron (Switzerland) LLC.

VII Delivery times, delays

The delivery dates stated in the order (arrival of the goods/products at the place of fulfilment) are binding.

The supplier shall inform Coperion K-Tron (Switzerland) LLC immediately of any impending delivery delay.

Partial deliveries or premature delivery of the goods/products is permitted only after obtaining the prior permission of Coperion K-Tron (Switzerland) LLC.

Failure to meet a delivery date or a partial delivery date instigates a case of delay without a reminder and gives Coperion K-Tron (Switzerland) LLC the right to waive the delivery and withdraw from the contract without setting a period of grace; in the case of a delayed partial delivery, a choice can be made whether to apply this to the partial delivery only or to the contract.

The supplier is liable for the entire sum of the damages incurred by Coperion K-Tron (Switzerland) LLC on account of a late delivery by the supplier. If the contract partners have agreed a contractual penalty, this can be asserted in addition to claims on the part of Coperion K-Tron (Switzerland) LLC for the compensation for damages.

The delivery time is extended appropriately if the supplier has punctually requested or served notice for documents, parts or objects required for the punctual fulfilment of the contract, which are to be provided by Coperion K-Tron (Switzerland) LLC, but these have not been received by the supplier on time, as a consequence of which the delivery is delayed.

VIII Act of nature

Acts of nature and labour disputes release the contract partner from its duty to perform for the duration of the disruption and to the extent of its effect. The contract partners are obliged, as far as may be reasonably expected, to provide the necessary information without delay and to adapt their obligations to the changed conditions in good faith. Coperion K-Tron (Switzerland) LLC is completely or partly released from the obligation to accept the goods/products ordered and is entitled to withdraw from the contract insofar as the further utilisation of the goods/products is no longer possible on account of the delay caused and in consideration of economic points of view.

IX Transfer of use and risk

Use and risk are transferred to Coperion K-Tron (Switzerland) LLC upon receipt of the goods/products at the place of fulfilment.

The place of fulfilment is deemed to be the agreed place of delivery (see also article XXI). In the absence of the agreed or usual delivery documents specified in article X below, the transfer of use and risk to Coperion K-Tron (Switzerland) LLC is delayed until such time as the missing documentation is received.

X Packing, transport and delivery conditions

The goods/products must be properly packed using appropriate and, as far as possible, reusable and environmentally-friendly packing materials. Wooden packaging must conform to the ISPM 15 Standard. The supplier is liable for damage caused by improper packing. Coperion K-Tron (Switzerland) LLC is in any case entitled to return packing materials to the supplier. Insofar as Coperion K-Tron (Switzerland) LLC is obliged to bear the packing costs, the return of reusable packing materials releases it from its obligation to bear the packing costs.

The supplier undertakes to include with every delivery the agreed or usual acceptance test certificates, material certificates, material and quality test reports, drawings, safety data sheets and any documents placed at its disposal by Coperion K-Tron (Switzerland) LLC.

If acceptance test certificates 3.1; 10204:2004 have been agreed, these must state EU, CH, Japan, USA or Canada as the origin.

In the absence of a different written agreement, deliveries must be made CPT Niederlenz in accordance with Incoterms 2010. In the case of imports, the trade clause DAP Niederlenz in accordance with Incoterms 2010 applies. If delivery ex-works is agreed in an exceptional case, the supplier is obliged to select the shipping method which is cheapest for Coperion K-Tron (Switzerland) LLC. If express transport is necessary due to delayed dispatch of the goods/product, the supplier shall bear the additional freight costs. The supplier shall bear the costs for express deliveries which were not agreed.

XI Quality assurance

The supplier is obliged to implement adequate quality assurance measures in order to ensure constant, flawless quality of the goods/products. For the purposes of checking the supplier's compliance with quality assurance, Coperion K-Tron (Switzerland) LLC

is entitled to carry out audits at any time at the supplier's premises and/or to demand test proofs or certificates.

XII Acceptance, guarantee

Coperion K-Tron (Switzerland) LLC must report defects in the goods/products to the supplier in writing without delay as soon as they are discovered in accordance with the circumstances of an orderly business procedure, at the latest, however, within 10 days of receipt of the delivery at the place of fulfilment.

If defects exist, Coperion K-Tron (Switzerland) LLC initially has the right to demand subsequent rectification by the supplier. The supplier undertakes to rectify the defects within the period of grace for rectification set by Coperion K-Tron (Switzerland) LLC and to bear all associated costs. If the defects are of such a nature that remanufacturing by the supplier is necessary, the right of subsequent rectification corresponds to the right of remanufacture. Coperion K-Tron (Switzerland) LLC expressly reserves the right to assert all other legal warranty claims.

The supplier guarantees freedom from all defects for 18 months from the date of receipt of the goods/product at the place of fulfilment in accordance with article IX of the GTP, unless otherwise agreed by the contract partners.

XIII Title warranty

The supplier is responsible for ensuring that it does not breach any third party property rights such as copyrights, patents, trade marks, registered designs and/or existing legal stipulations, which would exclude or limit the unrestricted use of the goods/products by Coperion K-Tron (Switzerland) LLC or its customers. The supplier indemnifies Coperion K-Tron (Switzerland) LLC against all third party claims against Coperion K-Tron (Switzerland) LLC or its customers in conjunction with the use of the goods/products.

The supplier takes the necessary precautions to ensure that, in fulfilling the contract, Coperion K-Tron (Switzerland) LLC's patents are not infringed by third parties. It is liable for infringements of property rights and patents resulting from improper precautions.

XIV Rights to the documents and tools made available

Drawings, models, dies, templates, specimens, tools and other means of production as well as documents, which are placed at the disposal of the supplier by Coperion K-Tron (Switzerland) LLC, are the property of Coperion K-Tron (Switzerland) LLC and may only be used by the supplier for third parties with the prior written agreement of Coperion K-Tron (Switzerland) LLC.

Following fulfilment of the contract, the supplier is obliged to return all means and documents placed at his disposal. He is neither entitled to retain copies nor to use such documents and tools for his own purposes.

XV Intellectual property/property rights

The supplier undertakes to transfer to Coperion K-Tron (Switzerland) LLC the intellectual property rights as well as other property rights to all goods/products which it manufactures for Coperion K-Tron (Switzerland) LLC in fulfilment of the contract.

XVI Non-disclosure

The supplier undertakes to treat all data and specifications placed at its disposal by Coperion K-Tron (Switzerland) LLC for the manufacture and delivery of goods/products confidentially and not to disclose them to third parties. Use for third parties or for its own purposes is only permitted with the express prior agreement of Coperion K-Tron (Switzerland) LLC. In the case of calling in third parties for the purposes of fulfilling the contract in accordance with the above article IV, the supplier shall ensure that these third parties are likewise subject to the same non-disclosure obligation.

In addition, the contract partners undertake to maintain secrecy, both during and also after the termination of the purchase agreement, over all commercial and/or technical data and information belonging to the other contract partner which are not generally accessible and which become known to it during the duration of their contractual relationship.

The contract partners may only use their relationship to the other contract partner for advertising purposes with the prior written agreement of the other contract partner.

XVII Retention of title

The supplier is entitled to deliver under simple retention of title. Extended or prolonged retentions of title are not permitted. If any items (e.g. controllers, gearboxes etc.) have been delivered to the supplier by Coperion K-Tron (Switzerland) LLC for the fulfilment of the contract, these remain, prior to delivery of the product, exclusively the property of Coperion K-Tron (Switzerland), which can demand at any time that they be separated. If separation is not

possible, Coperion K-Tron (Switzerland) LLC is entitled to joint ownership of the new item in the ratio of the value of the delivered item. If the establishment of joint ownership contradicts compulsory legal regulations, the ownership or compensation claim shall comply with article 726 f of the Swiss Civil Code.

XVIII Surrender and transfer

This contract, or individual rights and obligations arising from it, may only be surrendered or transferred to third parties with the prior written agreement of Coperion K-Tron (Switzerland) LLC.

XIX Written form

Amendments and additions to the GTP as well as any additional agreements must be in writing and signed by both contract partners in order to be valid. This form requirement can only be waived by means of a written agreement.

XX Partial invalidity

Should individual provisions or parts of this GTP prove to be void or invalid, the validity of the GTP is not affected by this. In such a case, the contract partners will adapt the contract in such a way that the aim of the part which has become void or invalid can be achieved as far as possible.

XXI Place of fulfilment/applicable law

The place of fulfilment for all obligations of the contract partners is Niederlenz/AG, Switzerland, insofar as nothing different has been agreed.

The contractual relationship is subject to Swiss substantive law, in particular the Swiss Code of Obligations, to the exclusion of the United Nations Convention on Contracts for the International Sales of Goods from 11th April 1980 ('Vienna Sales Convention').

XXII Prevention of corruption

The Hillenbrand, Inc. Global Anti-Corruption Policy (the "Policy") requires compliance with the highest ethical standards and all anti-corruption applicable laws. The Policy states that all employees of Hillenbrand, Inc. and its subsidiaries, including Coperion K-Tron (Switzerland) LLC, and any third party acting for or on behalf of Hillenbrand, Inc. and/or any of its subsidiaries must ensure that all dealings with third parties, both in the private and government sectors, are carried out in compliance with all relevant laws and applicable regulations and with the highest ethical standards. Employees of Hillenbrand, Inc. and its subsidiaries, including Coperion K-Tron (Switzerland) LLC and any third party action for or on behalf of Hillenbrand, Inc. and/or its subsidiaries shall not authorize, directly or indirectly, any payment to any individual including a government official to secure an improper advantage or with the purpose of influencing or inducing or as a reward for any act, omission or decision. The term "payment" refers to and includes any direct or indirect offers to pay, including anything of value, in connection with relevant or routine government actions. In case of breach of the obligations stated above, Coperion K-Tron (Switzerland) LLC shall be entitled to terminate this agreement immediately upon written notice and without compensation. Supplier acknowledges receipt of and compliance with, the Policy which is available at <http://www.hillenbrand.com/Ethics%20and%20Compliance.htm>

XXIII Place of jurisdiction

The place of jurisdiction is the place of business of Coperion K-Tron (Switzerland) LLC. However, Coperion K-Tron (Switzerland) LLC is entitled to prosecute the supplier at its own place of business.

Version dated October 2013

Coperion K-Tron (Switzerland) LLC
Lenzhardweg 43/45
CH-5702 Niederlenz

This is a translation of the legally binding document in German.