

## QUOTATION

CARGILL R & D CENTRE EUROPE  
Maintenance Technician  
heer Ahmad Abdulkarim SHARIFA  
HAVENSTRAAT 84  
1800 VILVOORDE

Number : **2004593954**  
Date : 02.08.2021  
Customer No. : 32002471  
Internal Sales : Christian Vanderveken  
Telephone : + 32 2 247 92 83  
E-Mail: christian.vanderveken@endress.com  
External Sales : Patrick Demarré  
  
Contract : CARGILL CONTRACT EUR20  
Your Request : VAS Quote E+ H Training CARGILL  
2021  
Date : 02.08.2021  
Your telephone no. : 22570611

Dear Mr. SHARIFA

We appreciate the interest you are showing in our company, products and solutions, we also thank you for your price request.

**Hereafter you will find our best quotation for your application.**

Do not hesitate to take contact with us if you have any further questions.

*Please note our quotation number on all your following documents.*

Best regards

**Endress+ Hauser S.A.**  
David Pulinckx

## Summary

Item	Quantity	Material	Delivery Time	Unit price EUR	Total price EUR
0010	1	<b>XD55CT-1020/0</b> XD55CT-AA Training op maat bij Endress+ Hauser		1.915,69	1.915,69
0020	1	<b>XD55CT-1020/0</b> XD55CT-AA Praktijk training bij Endress+ Hauser		1.140,00	1.140,00
0030	1	<b>XD55CT-11L5/0</b> XD55CT-FA Training op maat bij Endress+ Hauser		1.128,27	1.128,27
0040	1	<b>XD55CT-11L5/0</b> XD55CT-FA Praktijk training bij Endress+ Hauser		620,00	620,00

Item	Qty.	Unit	Ordercode Description	Price EUR	Total Net EUR
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**Endress+ Hauser technical training**

Pos10: duur 1 dag, met powerpoint, hands-on, uitprints, middagmaaltijd en deelnemerscertificaat.

Pos20: duur 1 dag, zonder powerpoint en zonder uitprints, wel hands-on en middagmaaltijd voorzien. De deelnemer neemt zelf nota.

Pos30: duur 1/2 dag, met powerpoint, hands-on, uitprints, middagmaaltijd en deelnemerscertificaat.

Pos40: duur 1/2 dag, zonder powerpoint en zonder uitprints, wel hands-on en middagmaaltijd voorzien. De deelnemer neemt zelf nota.

Thema's Pos10 en 20: druk en temperatuur (voormiddag), debiet, niveau en analyse (namiddag)

Thema's Pos30 en 40: druk en temperatuur (voormiddag)

Doel: is voornamelijk (op temperatuur en druk) kunnen parametriseren/instellen en communiceren. Zaken waarop we moeten letten, welke tests kunnen gedaan worden. Kalibratie hoe gebeurt dit.

Plaats: in de burelen van Endress+ Hauser - 1140 EVERE Carlistraat 17-19

Datum: in overleg met onze Service afdeling

0010	1	PC	XD55CT-1020/0 XD55CT-AA <b>Training op maat bij Endress+ Hauser</b> To develop specific in-house skills and device related competencies operational and practically minded personnel are trained at an Endress+ Hauser training facilities on a defined range of topics. Training can be customized to include but is not limited to the following: -physical measurement principles -measurement technology application -"hands-on" with physical instruments -device trouble-shooting A Duration of Training for 1 to 4 Persons: 1-day A Additional Participants: No additional Participants	1.915,69	1.915,69
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Item	Qty.	Unit	Ordercode Description	Price EUR	Total Net EUR
0020	1	PC	XD55CT-1020/0 XD55CT-AA <b>Praktijk training bij Endress+ Hauser</b> To develop specific in-house skills and device related competencies operational and practically minded personnel are trained at an Endress+ Hauser training facilities on a defined range of topics. Training can be customized to include but is not limited to the following: -physical measurement principles -measurement technology application -"hands-on" with physical instruments -device trouble-shooting A Duration of Training for 1 to 4 Persons: 1-day A Additional Participants: No additional Participants	1.140,00	1.140,00
0030	1	PC	XD55CT-11L5/0 XD55CT-FA <b>Training op maat bij Endress+ Hauser</b> To develop specific in-house skills and device related competencies operational and practically minded personnel are trained at an Endress+ Hauser training facilities on a defined range of topics. Training can be customized to include but is not limited to the following: -physical measurement principles -measurement technology application -"hands-on" with physical instruments -device trouble-shooting F Duration of Training for 1 to 4 Persons: 0.5-day A Additional Participants: No additional Participants	1.128,27	1.128,27
0040	1	PC	XD55CT-11L5/0 XD55CT-FA <b>Praktijk training bij Endress+ Hauser</b> To develop specific in-house skills and	620,00	620,00

Item	Qty.	Unit	Ordercode Description	Price EUR	Total Net EUR
			device related competencies operational and practically minded personnel are trained at an Endress+ Hauser training facilities on a defined range of topics. Training can be customized to include but is not limited to the following: -physical measurement principles -measurement technology application -"hands-on" with physical instruments -device trouble-shooting		
		F	Duration of Training for 1 to 4 Persons: 0.5-day		
		A	Additional Participants: No additional Participants		

Complete delivery has been selected. Overall delivery time: to be agreed

## COMMERCIAL TERMS

- Prices : Exclusive VAT.
- Documentation : One set, delivered with the material, containing the required data for installation, connection and programming of the instruments.
- Start-up : Invoiced. Our Service Division is at your disposal for phone assistance. The cost for an intervention on site, can be obtained on request.
- Guarantee : 12 months from the invoice date, covering manufacturing faults.
- Validity : 01 September 2021
- Incoterms v2010 : DAP
- Payment : Within 60 days net

## QUALITY SYSTEM CERTIFICATE ISO 9001:2015

Endress+ Hauser SA has established and maintains a quality system according the requirements of EN ISO 9001:2015 "Quality Management System" for :

Commercialisation, selling, delivering, adjusting, calibrating, maintaining and repairing industrial instrumentation.

This certificate is granted subject to AIB-Vinçotte International's Ltd General Regulations.

**GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF GOODS AND SERVICES OF ENDRESS+ HAUSER S.A./N.V. ("GTC")****1 SCOPE**

All deliveries of goods and products (jointly "Goods") and contractual services ("Services") of Endress+ Hauser companies in Belgium and Luxemburg shall be governed solely by these GTC unless differing conditions are agreed upon in writing.

In addition to these GTC, special terms may apply if agreed upon in writing (as e.g. special terms for software or special services).

The customer's terms and conditions of business are valid only to the extent that we confirm them in writing.

Any absence of reaction in writing from the customer in relation to these GTC within a period of 7 days after transmittal of these GTC's shall be considered as an acceptance of these GTC.

Notifications by fax or e-mail qualify as written form under these GTC.

**2 OFFERS AND CONTRACTS**

Our offers remain revocable and are not binding. All orders placed by the customer are binding. Any cancellation of an order by a customer is only valid after acceptance in writing. In the event of a cancellation of an order, we shall be entitled to claim 30% of the value of the order notwithstanding our right to claim additional damages.

In the event of a cancellation of an order that has already been processed, we shall be entitled to claim 50% of the value of the order notwithstanding our right to claim additional damages.

Contracts covered by these GTC do not come into force until we confirm the order in writing.

Technical data, illustrations, drawings, weights, prices and dimensions accompanying the offer are only indicative and not binding. We reserve the right to make any modifications in our offers including but not limited to technical changes.

**3 DELIVERY AND CANCELLATION****3.1 DEADLINE**

Unless a delivery deadline is agreed upon in writing ("Agreed Upon Delivery Deadline"), delivery deadlines and dates, as well as delivery delays we report, in our offers or other documents are only indicative and not binding. Correspondingly, with the reservation of Force Majeure according to Section 12 below, delays in delivery do not result in any rights to cancel the contract or to claim any form of damages or penalties.

The Agreed Upon Delivery Deadline begins at the moment that all details concerning the execution of the contract have been agreed between the parties and all documents and authorizations to be supplied by the customer, as well as any agreed upon advanced payment have been received. An Agreed Upon Delivery Deadline is fulfilled when the Goods or Services are offered or delivered in time (see Section 4).

A customer's modification request is only valid if accepted by us in writing. In any case it extends the delivery deadline until we have responded in writing to the customer's modification request and for the period of time necessary to manage the amended instructions.

**3.2 DELAYED DELIVERY**

If we are in default of delivery under an Agreed Upon Delivery Deadline, our liability is limited to a maximum of 0.5% of the contract value of the delayed Goods or Services per completed week of delay. Our maximum liability in such cases is 5% of the contract value of the delayed Goods or Services. We shall be considered in default of delivery only after the written notification by the customer and upon the condition that the delay in delivery is exclusively due to our fault. The payment of the indemnity in case of late delivery is the sole remedy of the customer and our exclusive liability in the event of delay. If an Agreed Upon Delivery Deadline cannot be met for reasons that are not our fault, we have the right to store the Goods at the customer's risk and expense. After having sent a notification in writing that has remained without any remediation from the customer during a reasonable grace period we reserve ourselves the right to terminate the contract and to claim damages. The customer is in default of acceptance if, for no valid reason or justification in writing, he does not accept, or refuses, or prevents, or in any other way obstructs the delivery of Goods or Services. In such a case we are reserve the right to terminate the contract and to claim damages.

**3.3 PARTIAL DELIVERIES**

We have the right to make reasonable partial deliveries.

**4 SHIPMENT AND ASSUMPTION OF RISK**

All deliveries and transfer of risk take place on basis of the INCOTERM DAP (interpretation according to INCOTERMS 2010 version). Delivery address will be in Belgium or Luxemburg.

**5 PRICES**

Unless other terms have been agreed upon in writing, prices are understood to be valid from our distributing warehouse, and in particular include neither packaging, transport costs, insurance, spare and wear parts, nor the applicable value added tax. We are entitled to reasonable price increases upon simple notification in writing to the customer if the material and labor costs on which the calculation is based, significantly increased since our order confirmation.

**6 PAYMENTS**

Unless other terms have been agreed upon in writing, our invoices have to be paid within 30 days after the date of the invoice.

If no payment is made by the end of this payment period (value date of the full invoice amount credited to our account), the customer is automatically in default of payment. Default of payment has the following consequences:

The customer must pay the legal interest as fixed in accordance with the Belgian law dated August 2, 2002 (as modified by the Belgian law dated November 22, 2013) in relation to the delay in payment applicable to commercial transactions. In addition, the customer must pay an indemnity equal to 15% of the amount due notwithstanding our right to claim additional damages such as but not limited to legal expenses, expenses for notification.

We may require payment in advance or securities before further performance. This term also applies when there is no default of payment, but when justified doubt in the customer's ability to pay exists.

Upon written notice that has remained without remediation from the customer during a reasonable grace period we reserve ourselves the right to cancel the contract and claim damages.

**7 RETENTION OF TITLE**

The Goods remain our property until the price and all costs associated with the delivery have been paid in full.

The customer must ensure that the delivered Goods are maintained and appropriately insured for the duration of the retention of title period.

**8 WARRANTY****8.1 SUBJECT AND PERIOD**

We warrant that for a period of 12 months as from the date of delivery of the Goods or as from the date of provisional acceptance of the Services

("Warranty Period")

the Goods are free from defects in design, material and workmanship; and

the Services have been carried out in a professional manner consistent with general accepted industry standards.

We do not warrant the fitness of our Goods or Services for a specific application or purpose.

**8.2 INSPECTION, NOTIFICATION OF DEFECTS AND ACCEPTANCE OF THE GOODS AND SERVICES**

It is the customer's duty to inspect the delivered Goods or Services for defects, completeness and correctness. In the event of the occurrence of a visible defect the customer must notify us in writing of the existence of such defect at the latest within a period of 8 days after the date of delivery of the Goods or in the event of Services at the latest at the date of the provisional acceptance. In the event of the occurrence of a hidden defect, the customer must notify us in writing immediately after the discovery of the hidden defect, but in any event within the Warranty Period. Any claim based on defects must be notified in writing by the customer within the Warranty Period. Any failure to give notice in due time and due form results in an approval of the Goods or Services. Any claims based on defects that are notified after expiration of the Warranty Period shall not be taken into account. The terms of this Section apply also to all other customer complaints, as e.g. incorrect or delayed delivery, non conformity, quantity variance, and all other complaints about Goods or Services provided by us.

**8.3 WARRANTY OF GOODS AND SERVICES**

Any warranty and liability for defects is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2.

We are responsible only for those defects that already existed at the time at which the customer assumed risk and which render the Goods unfit for its destined purpose so that it is impossible to use the Goods.

At our request, the customer must return at his own expense the rejected Goods in the original or equivalent packaging for testing of the claimed defect (for decontamination see Section 14 below). Should the complaint be justified, we reimburse the customer for the shipping and transportation expenses. In case of a valid claim made by the customer in relation to defects within the Warranty Period, we may at our option replace or repair defective Goods in our warehouse or at our premises. We shall not be liable for a defect in each one of the following events a) if the customer or a third party carries out

modifications or repairs to the goods and/or services delivered without our prior authorization b) if the customer has not immediately taken all appropriate steps to mitigate a damage caused by a defect, c) if the customer used the goods for any other purpose than the purpose for which it was designed, d) in the case of normal wear and tear e) if it concerns a consumable that is not part of warranty. The present warranties are exclusive and are in lieu of all other warranties, hidden or visible, explicit or implicit.

In no event shall the customer have any other remedy or claims other than the remedies exclusively listed in the present article.

#### 8.4 SERVICE WARRANTY

Any warranty and liability for Services is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2 as well as to the customer's full cooperation with us in all matters relating to Services as particularly but not limited to providing the necessary access to premises and facilities, providing the relevant information and materials and obtaining and maintaining all necessary licenses and permissions. We provide Services in accordance with the service specifications agreed upon with the customer. We are entitled to subcontract these Services to third parties (subcontractors).

For Internet-based Services, the continuous availability of such Services and any data involved may not be guaranteed.

#### 9 LIABILITY AND TERMINATION

Except in the event of gross negligence or fault, we shall in no case be liable for lost profits or business interruption, loss of data (including but not limited to any and all costs for retrieving and restoring lost data), loss of contracts, loss of business, loss of good-will, loss of interest, or any indirect, consequential or immaterial damages, irrespective of the cause of action or the legal grounds upon which such claim is based.

Except in the event of gross negligence or fault, our aggregate liability in connection with the scope of application of these GTC and any underlying transactions for both contractual and extra-contractual damages is in all cases limited to the value or amount of the Goods or Services that caused the claim.

Any failure by the customer to perform any of its obligations, including as a result of liquidation, bankruptcy, suspension of payment, application for receivership, or when the customer meets the conditions for bankruptcy, if the customer finds itself in a situation whereby the legislation regarding the continuity of companies dated January 31, 2009 would apply or any failure in general by the customer to meet any contractual obligations of any kind entitles us to terminate the contract with immediate effect by sending a notification in writing to the customer.

#### 10 COMPLIANCE

##### 10.1 ANTI-BRIBERY AND ANTI-CORRUPTION

We comply with all applicable laws and regulations relating to anti-bribery and anti-corruption.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

##### 10.2 IMPORT AND EXPORT CONTROL REGULATIONS

We comply with all applicable laws and regulations relating to import and export control.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

##### 10.3 INDEMNIFICATION

Customer shall indemnify and hold us harmless against all damages, costs and expenses arising from any violation, alleged violation, or failure to comply with above mentioned laws and regulations by customer or any person for whom customer may be responsible.

#### 11 DATA PRIVACY

We fully comply with the applicable regulations in the field of data privacy. The customer is aware of and agrees with the automated transfer, use, storage and evaluation of personal data in the course of the contractually agreed purpose.

If required for reasons concerning data privacy rights, the customer will upon our request sign an appropriate, written declaration of consent for the organizational and technical protective measures under the terms of the applicable data privacy laws. At any rate, we shall only use the transferred personal data in order to fulfill our contractual obligations as well as anonymously for evaluations and quality assurance measures and to respect at any moment the relevant regulations in accordance with the applicable local legislation.

#### 12 FORCE MAJEURE

Events that are beyond reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce or any other party), epidemics, plague, quarantine, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, difficulties in obtaining authorizations, in particular import and export licenses, accident, break-down of plant or machinery, energy shortage, fire, flood, storm or default of suppliers or subcontractors that prevent delivery of the Products or services within the agreed upon time schedule ("Force Majeure"), extend the delivery deadlines for the duration of the Force Majeure and its impact. The Customer shall be notified of such delay in delivery. Should delivery be delayed for at least six (6) months past the original delivery date both Parties may in good faith withdraw from the relevant order.

Payment shall be in event due for the delivered Goods or performed Services that occurred before the Force Majeure event.

#### 13 RESALE; RIGHTS TO THE DOCUMENTS

The customer shall resell the Goods only together with the original documentation.

We and/or our licensor retain all proprietary and intellectual property rights to documents, drawings, models, cost estimates, electronic data, and similar items ("Documents") we provide the customer in connection with the delivery of Goods or Services. These Documents are strictly confidential and cannot be made available to third parties unless explicitly agreed otherwise between parties. customer.

#### 14 DECONTAMINATION OF RETURNED GOODS

We may only accept returned Goods if our decontamination instructions are strictly complied with. In default of such compliance we reserve the right to resend the Goods at the customer's expense.

#### 15 FINAL PROVISIONS

Should individual provisions of these GTC be completely or partially invalid, the remaining conditions remain valid.

The place of fulfillment for deliveries is our distributing warehouse, for payments the place of business of the contracting Endress+ Hauser company.

Belgian law exclusively applies to these GTC and any underlying transactions between Endress + Hauser and the customer. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded. Any dispute in relation to the application of the present GTC and any underlying transactions shall be exclusively resolved by the courts of Brussels.

#### 16 GENERAL INTERPRETATION CLAUSE

In this Agreement Belgian legal concepts are expressed in English terms and the concepts described may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. All legal concepts used or referred to in this Agreement should therefore be exclusively interpreted according to their respective meaning under Belgian law. In the event of a contradiction or discrepancy between the English text and the Dutch or French translation of the present GTC, the English text shall prevail.



**SERVICE RATES for Belgium and Grand Duchy of Luxembourg**

The Service Rates are applicable for unplanned service, like troubleshooting, short support for a start-up & commissioning, a single calibration, aso. Endress+ Hauser offers the possibility to perform planned services at lump sum prices or/and contract-based.

**HOURLY RATES**

Hourly rates for maintenance and calibration of instruments	92 Euro/h
Hourly rates for maintenance and calibration of systems	115 Euro/h
Hourly rates for service (start-up & commissioning, troubleshooting, repairs,...) of instruments	130 Euro/h
Hourly rates for service (start-up & commissioning, troubleshooting, repairs,...) of systems	145 Euro/h
Hourly rate for preparation	92 Euro/h

**TRAVEL COSTS**

Fixed price which covers the standard preparation time, the administration, the travel hours and the kilometres, according to a region based on the Zip code for Belgium and the Grand-Duchy of Luxembourg

Zone	Prix	Zone	Prix	Zone	Prix	Zone	Prix	Zone	Prix
1xxx	185	2xxx	215	3xxx	215	4xxx	240	5xxx	235
6xxx	255	7xxx	245	8xxx	250	9xxx	230	G.D.Luxembourg	360

If the service visit is not urgent a discount of 25% can be granted on the travel costs if we can combine two visits in the same region, meaning in the same Zip code

**EXTRA CHARGE FOR OVERTIME**

	Hourly rate	Travel costs
Working days from 17h30 to 22h00 and from 06h30 to 08h00	+ 50%	+ 25%
Saturday	+ 50%	+ 25%
Sundays, public holidays and night work from 22h00 to 06h30	+ 100%	+ 50%
Extra charge for service visit the same day	525 Eur	

**SPARE PARTS AND WEAR PARTS**

Invoiced according to the current rates

**SERVICE RATES FOR FOREIGN COUNTRIES**

The service rates and service conditions for foreign countries can be obtained on request.

**NIGHTS**

Per night (only applicable in Grand Duchy of Luxembourg)	225 Euro
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**REPORT S- DETAILED REPORTS**

A service report is delivered after every service visit containing the performed work	
Start-up & Commissioning Report :	30 Euro
Inspection & Maintenance Report :	30 Euro
Calibration certificate	58 Euro

**SERVICE REQUEST**

A service visit can be requested during office hours, from Monday until Friday, from 08h00 until 12h00 and from 13h00 until 17h30. Endress+ Hauser offers also a 24x7 contract based service. Don't hesitate to request a quotation for this service

**CANCELLATION**

If an agreed service visit is cancelled one (1) working day before the planned execution the fixed price for the travel costs will be invoiced.  
If an agreed and planned service visit is cancelled the same day the fixed price for the travel costs and two (2) working hours will be invoiced.

**GENERAL CONDITIONS**

All rates are exclusive VAT.  
Minimum one (1) working hour is charged per service visit.  
Hours are rounded to a quarter of an hour.  
The general sales terms and conditions of Endress+ Hauser are valid.  
The service rates can be modified without previous notice.