

AGREEMENT ON CONFORMITY ASSESSMENT in accordance with EU guidelines

between

Mettler-Toledo (Changzhou) Measurement
Technology Ltd.

111 West Taihu Road, Xinbei

District ,Changzhou,Jiangsu, 213125, P.R.China

hereinafter referred to as "MTCT."

and

Mettler-Toledo Garvens GmbH

Kampstraße 7

31180 Giesen, Germany

hereinafter referred to as "MTGA."

1. Preliminary Remarks

(1) MTCT manufactures products which have to comply with the legal requirements of the relevant European guidelines and directives (hereinafter referred to as "EU Regulations") before they can be placed on the market in EU and EEA Member States, and in Switzerland.

(2) Each product that is intended for use within the European market must be tested to ensure that it complies with the applicable EU Regulations and provided with the CE marking and any other conformity markings necessary to confirm the manufacturer's conformity. The manufacturer must also draw up a declaration of conformity, confirming that the product is in compliance with the requirements specified in the applicable EU Regulations.

(3) MTGA will be operating as manufacturer of said products within the scope of the EU Regulations as of January 1, 2016. For this reason, the duties of the parties are defined below, in order to ensure that MTCT complies with all EU Regulations on behalf of MTGA and to guarantee conformity. Furthermore, MTGA shall grant MTCT the necessary powers (see Appendix 1) to allow them to carry out tests and issue declarations of conformity on behalf of MTGA. In return, MTGA shall verify compliance with the regulations by means of appropriate procedures, such as process and application audits.

On this basis, the parties hereby agree the following:

2. Conformity assessment procedures

- 1) When placing on the market a product, MTCT shall ensure that they have been designed and manufactured in accordance with the essential requirements of the relevant EU Regulation. For the product, MTCT shall draw up the technical documentation and carry out the relevant conformity assessment procedure or have it carried out.
- (2) Where compliance of a product has been demonstrated by that conformity assessment procedure, MTCT shall draw up an EU declaration of conformity and affix the CE marking and the supplementary metrology marking in the name of MTGA.

3. Type Examination (Module B)

Whenever required according to the applicable directives MTCT shall reflect the EC type examination requirements from the relevant GA type approval certificates.

In regards to the inner relationship MTGA authorizes MTCT to use corresponding type examination certificates. Externally MTGA will still be the named manufacturer.

4. Quality Management System (Module D)

(1) MTCT shall operate its own quality management system that is recognized inter alia by a relevant notified body for the purpose of declarations of conformity in line with the applicable directives and in particular in accordance with module D / MID(2004/22/EG) and from 20th April module (D) / MID(2014/32/EU). It shall also take into account the Legal Metrology MTII guidelines within this context.

(2) MTCT agrees to notify MTGA of any relevant changes to its quality management system that may have an impact on MTGA's own quality management system. MTCT shall brief MTGA in writing annually in the form of a review report and also notify the latter immediately in the event that the approval for its quality management system is withdrawn or the notified body changes.

5. Declaration of Conformity in the Name of MTGA declared by

MTCT

(1) MTGA shall declare conformity in its own name. It shall delegate the declaration of conformity in the name of MTGA to MTCT (Appendix 1). The declarations of conformity shall be drawn up by authorized persons at MTCT in the name of MTGA and attached to the product. MTCT shall ensure that the signatory is authorized to represent MTCT. MTCT shall create a list of authorized persons, keep it up-to-date, and make it available to MTGA.

(2) MTCT shall supply devices for MTGA in accordance with the requirements of the applicable EU guidelines, and shall add the CE marking, the metrology marking including the number of the notified body responsible for MTGA's certifications, and the legal metrology guarantee.

(3) By drawing up the EU declaration of conformity in the name of MTGA, MTCT shall assume responsibility for the compliance of the product with the requirements laid down in the EU Regulation.

(4) MTCT indemnifies MTGA for all damages incl. punitive damages and personal injury caused by non-conforming product manufactured by MTCT.

6. Labeling

(1) MTCT must ensure that products which are placed on the market bear a type, batch or serial number or other equivalent element allowing their identification according to the EU Regulation and if applicable affix the relevant inscriptions and/or restrictive use symbols.

MTCT must indicate on behalf of MTGA on the product the name of MTGA, registered trade name or registered trade mark and the postal address at which MTGA can be contacted. MTGA will provide MTCT such information. The address shall indicate a single point at MTGA that can be contacted. The contact details shall be in a language easily understood by end-users and market surveillance authorities.

(2) MTCT must ensure that the product is accompanied by instructions and information in a language which can be easily understood by end users, as determined by the Member State concerned. Such instructions and information, as well as any labeling, shall be clear, comprehensible, and intelligible.

7. Design and Manufacturing of products

(1) MTCT must inform MTGA about any new or changed product in advance within a reasonable period.

(2) MTCT must ensure that procedures are in place for series production to remain in conformity with EU Regulation. Changes in product design or characteristics and changes in the harmonized standards or in other technical specifications by reference to which conformity of a product is declared shall be adequately taken into account.

(3) MTCT must provide labelling including user documentation and declarations of conformity in all required languages.

8. Technical Documentation/Information

(1) MTCT shall keep all technical documentation regarding the design, manufacture and use of the products, along with any risk assessments, required to perform the conformity assessment for a minimum ten years following manufacture.

(2) MTCT grants access to all labels and declarations of conformity and technical documentation to MTGA via common access to the filing system. The documents must be in English.

(3) In the event of an inquiry relating to this documentation, MTCT shall provide the required information and, if necessary, shall provide access to the market surveillance authorities contacting MTGA and the notified body that oversees MTGA.

9. Traceability & Recalls

(1) MTCT agree to retain all required documents and information in order to ensure that any Product sold can be retraced and identified by its unique serial or batch number during a period of ten years according to the relevant EU Regulation. This includes on request of MTGA, to identify to the market surveillance authorities any economic operator who has supplied them with a product or any economic operator to whom they have supplied a product.

(2) MTCT acknowledges that MTGA shall be entitled to retrace or recall Products or undertake corrective measures to the Products as it deems necessary, which may include communicating with end customers about product safety, operating and related topics. In such case, MTCT shall actively support MTGA in its efforts as specified by MTGA.

10. Complaints and Corrective Actions

(1) MTGA shall operate a complaint management system which allows complaints from buyers regarding quality issues with the products supplied by MTCT to be logged and processed. MTGA shall notify MTCT immediately of any justified complaints.

(2) If MTCT considers or has reason to believe that a product which it has placed on the market is not in conformity with EU Regulation MTCT shall immediately take the corrective measures necessary to bring that into conformity, to withdraw it or recall it according to the MT Guidelines and EU Regulations, if appropriate and inform immediately MTGA.

(3) Furthermore, where the product presents a risk, MTCT shall immediately inform MTGA giving details, in particular, of the non-compliance and of any corrective measures taken. MTCT shall, further to a reasoned request from a competent national authority, provide MTGA with all the information and documentation in paper or electronic form necessary for MTGA to demonstrate the conformity of the product with the EU Directive, in a language which can be easily understood by that authority. MTCT shall cooperate with MTGA on any action taken to eliminate the risks posed by products which they have placed on the market.

11. Monitoring

(1) When deemed appropriate with regard to the risks presented by a product intended to be used for the applications MTCT shall carry out sample testing of products made available on the market, investigate, and, if necessary, keep a register of complaints, of non-conforming products and product recalls, and shall keep distributors informed of any such monitoring.

12. Audits

(1) MTCT must permit MTGA, its authorized representative, the end customer of the product and/or any certifying or other authority to inspect and/or audit at the premises of the MTCT and/or of its sub-suppliers, as the case may be, processes, procedures, materials and/or components used and witness any test(s). The inspection(s) and audit(s) shall be made during normal business hours, but may be extended beyond the normal business hours and be free of charge.

(2) MTGA shall inform the MTCT of the inspection at least one business day in advance. If the results of the inspection and/or audit is that any part of the product or any documentation, process, procedure is found to be defective or not in conformity as defined in this agreement or any EU Regulation, MTCT shall immediately correct the defect.

13. Confidentiality

The parties agree to treat all information and data provided to them by the other party as confidential and commit not to pass said information and data to third parties. This obligation of confidentiality shall not apply to authorities to whom one of the parties is required to make information available as part of the conformity assessment procedure in accordance with the applicable statutory provisions, for example.

14. Contract duration

(1) This agreement shall come into effect when it has been signed by both parties.

(2) This agreement shall apply indefinitely and can be terminated in writing by either party with three months' notice.

(3) The right to termination for good cause shall remain unaffected. Reasons include but are not limited to failure correcting non-conforming products, non-compliance with MT guidelines and EU-regulations.

(4) Prior to termination for good cause, the parties shall endeavor to discuss their difficulties and find a solution that is acceptable to both parties.

15. Final Provisions

- (1) Any changes and/or additions to this agreement must be made in writing in order to be considered valid.
- (2) Should an individual provision of this agreement prove to be or become invalid, the validity of the remaining provisions outlined above shall remain unaffected. The parties shall replace any such provision with one which corresponds as closely as possible in business terms to the affected provision. The same applies for any omissions in the contract.
- (3) This agreement shall be governed by the laws of Germany. The place of jurisdiction is Hildesheim. Notwithstanding this, MTGA is also entitled to bring claims before the competent court for the registered office of MTCT.
- (4) Products for which this agreement is valid, are listed in appendix 1
- (5) Compensation of cost are defined in appendix 2

Appendix 1

COMMERCIAL POWER OF ATTORNEY

The signatories representing

Mettler-Toledo Garvens GmbH based in 31180 Giesen, Kampstraße 7, Germany, with the VAT-Id. No. DE 8111 655 68 (hereinafter referred to as "MTGA"),

hereby appoint Mettler Toledo(ChangZhou) Measurement Technology Ltd., based in No.111 West Tailu Road, Changzhou Jiangsu, China (hereinafter "MTCT"),

as an authorized person in respect of the matters designated below. MTGA hereby recognizes all actions and declarations by MTCT regarding the matters designated below to be legally binding.

Designation of Actions

MTCT is authorized to prepare and sign any documents on behalf of MTGA that are required for

1. the conformity assessment procedure, or
2. EC type approval, or
3. quality management system assessment

in accordance with the EU Regulations. MTCT is authorized to send all documents required to the responsible bodies and also to receive such documents.

List of products covered by this agreement

TLX Basic based on ICS469-100 DMS, accuracy class - primary category "Y", EC Type-examination Certificate DE-17-MI006-PTB004.

Designation of Employees

MTCT shall appoint employees who are authorized to sign in accordance with its own internal signature regulations.

Validity

This power of attorney is valid as long as the agreement on conformity assessment dated 26.06.2017 between the parties is still in effect, but can be revoked by MTGA at any time without the need for a formal procedure.

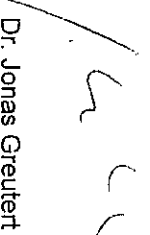
31180 Giesen, Germany, 26.06.2017

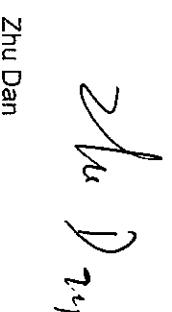
Mettler-Toledo Garvens GmbH

Mettler Toledo (ChangZhou)
Measurement Technology Ltd.

First name, last name

First name, last name


Dr. Jonas Greutert


Zhu Dan

COMPENSATION OF COST

MTCT will bear all cost related to:

1. Product recalls as defined in chapter 9
2. Corrective actions that have to be taken as a result of customer complaints and to eliminate the risks posed by products as defined in chapter 10, including all costs which incurred to MTGA including standard margin.
3. Audits as required in chapter 12
4. Costs caused by non-compliance with the European directives as defined in chapter 5

Payments for services rendered by Garvens:

Scope of services consist of maintaining a complaint management system as well as maintaining all relevant certificates necessary within the content of this agreement. The reimbursement shall be calculated on a cost-plus basis. Currently the amount per unit is set at EUR 300/unit.

Taxes:

The parties assume that the service fees are free of any value added tax and that, therefore, the service fees are net amounts. In the event the tax authorities should come to the conclusion that the service fees are subject to value added tax, Garvens shall issue an invoice in accordance with the applicable Value Added Tax laws. MTCT shall within ten (10) days after receipt of such invoice pay to Garvens the Value Added Tax accrued.

All payments due under this Agreement shall be exclusive of and net of any applicable taxes excluding without limitation withholding taxes. In case there are withholding tax obligations, the parties shall cooperate to provide for any withholding tax relief as far as possible in advance of the payment. If such cannot be obtained prior to the due date of the payment, the parties will cooperate on respective withholding tax refund claims as far as possible and without undue delay. Any other obligations relating to payments due under this Agreement shall be complied with by the parties in accordance with the terms set out herein.

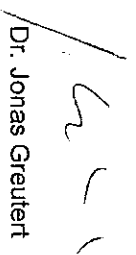
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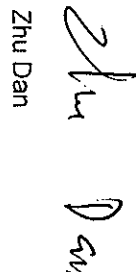
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