

29.01.2016

**AGREEMENT ON MODULE-D CERTIFICATION
for measuring instruments
in accordance with EU guidelines**

between
Mason Technology
Greenville Hall, 228 South Circular Road
Dublin 8, Ireland
hereinafter referred to as "MO/AR"

and
Mettler-Toledo International Inc., Greifensee Branch
Im Langacher 44
8606 Greifensee, Switzerland
hereinafter referred to as "MTII"

1. Preliminary Remarks

(1) This Agreement by and between MTII and the MO/AR relates to certification and legal metrology requirements for measuring instruments in the European Union including countries who adopted the below mentioned European Directives (EU).

(2) Whereas MTII, through its subsidiaries, manufactures measuring instruments comprising automatic weighing Instruments (AWI), non-automatic weighing instruments (NAWI) and dimensional measuring instruments (DMI), and distributes such instruments to MO/AR. for resale within the EU; and

(3) Whereas the Directive 2014/32/EU on measuring instruments (MID) and the Directive 2014/31/EU on non-automatic weighing instruments (NAWID) regulates the declaration of conformity to type based on quality assurance of the production process (Module D) comprising the manufacturing and initial conformity testing of measuring instruments (Phase 1) and on-site testing and adjustment for the respective location and the safety sealing (Phase 2); and

(4) Whereas MTII, through its subsidiaries, has established quality assurance systems certified by a notified body for Module D according to the MID and the NAWID to perform the conformity assessment on the above mentioned measuring instruments; and

(5) Whereas the MO/AR must have mentioned in the scope of its Management Handbook all the applicable categories of the above mentioned measuring instruments which they bring on the market within the MID and/or NAWID, followed by the documentation of the procedures. MO/AR needs also periodical training and must prove that the reference devices are calibrated by certified calibration laboratory.

the parties hereby agree the following:

2. Certification for Phase 2 of Conformity Assessment Procedures

(1) MTII authorizes MO/AR to carry out the Phase 2 of the EU conformity assessment for its products; and according to its procedures.

(2) MO/AR shall have implemented a management system with documented procedures for carrying out the Phase 2 of EU conformity assessment and its management system must be certified by a notified body which is approved by MTII and registered by the European Commission for the corresponding Modules D.

(3) Note: If MO/AR is not listed in a Mettler-Toledo Production Organization Module D certificate for one of the above mentioned measuring instruments, like NAWI, AWI or DMI, then MO/AR is not authorized to install these measuring instruments for legal applications.

(4) MO/AR accepts the authorized notified body, assigned by MTII, to obtain and maintain certification of its management system for carrying out the Phase 2 of conformity assessment.

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3. Audits

(1) MO/AR must permit MTII, its authorized representative, the notified body assigned, the end customer of the product and/or any certifying or other authority to inspect and/or audit at the premises of the SBU/PO 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) MTII shall inform the SBU/PO 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 Regulations, SBU/PO shall immediately correct the defect.

4. 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.

5. Contract duration

- (1) This Agreement is effective from 20. April 2016, by and between MTII and the MO/AR.
- (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.
- (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.

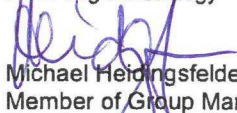
6. Final Provisions

- (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 Switzerland. The place of jurisdiction is Zürich. Notwithstanding this, MTII is also entitled to bring claims before the competent court for the registered office of MO.

Mettler-Toledo International Inc.



Roland Nater
Head Legal Metrology


Michael Heidingsfelder
Member of Group Management Committee

Mason Technology

Printed Name: PETER BRENNAN

Title: MANAGING DIRECTOR