

GENERAL CONDITIONS FOR THE SUPPLY OF 175D POWER PRODUCTS

1. DETERMINING CONDITIONS

The legal relationship in the meaning of contract between Supplier and Purchaser (together referred to as "Parties" or each as "Party") covering the order for the Product shall be determined by the following terms & conditions (further called as "General Conditions") and any additional terms agreed between the Parties, if any. Changes and amendments to these General Conditions have to be made in writing. Any other general terms and conditions shall not be applicable, even if they were not rejected explicitly in any individual case.

Wherever the word "Work" is used in these General Conditions, then it shall mean all Product(s) and services provided by and all obligations, duties and responsibilities assigned or undertaken by the Supplier pursuant to the contract.

Wherever these General Conditions use the term "in writing", this shall mean by document signed by the Parties, or by letter, fax, electronic mail and by such other means as are agreed by the Parties.

All quotations of the Supplier shall be subject to written confirmation by the Supplier to become binding upon the Supplier.

2. PRODUCT INFORMATION

All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract. The object(s) to be supplied by the Supplier to the Purchaser under these General Conditions is (are) hereinafter referred to as the "Product".

3. DRAWINGS AND DESCRIPTIONS

3.1 All drawings and technical documents relating to the Product or its manufacture submitted by one Party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting Party.

Drawings, technical documents or other technical information received by one Party shall not, without the consent of the other Party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting Party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

3.2 The Supplier shall, not later than 3 (three) months after the date of delivery of the Product, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

4. PRODUCT TEST

4.1 In case contractually agreed and as specified in Appendix 1 Supplier shall carry out a test of the Product before shipment (hereinafter "Product Test") during normal working hours. In case agreed upon also a Performance Test might be conducted as part thereof or additionally.

4.2 Purchaser or its authorized representatives shall be entitled to attend such test at Purchaser's expense and within reasonable working hours. Supplier shall inform Purchaser 1 (one) month in advance about the estimated date of such test(s) and 7 (seven) Days in advance about the final date of such test(s).

The Supplier shall bear all costs for acceptance tests carried out at the respective place of the test(s). The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

4.3 If the Purchaser is not represented during the test(s), the respective test report(s) shall be sent to the Purchaser and shall be accepted as accurate. If Purchaser is present and observes any defects/deficiencies in the Product or its performance and/or discrepancies to the contractually agreed specifications during the test, Purchaser shall promptly notify Supplier in writing.

4.4 If the Product Test show the Product not to be in accordance with the contract, the Supplier shall remedy any deficiencies in order to ensure that the Product complies with the contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

4.5 After a potential Product Test, Supplier shall prepare a list of minor works or items of supply if any which do not adversely affect the performance, operation, safety or reliability of the Product and which remain unfinished due to Supplier's default when Product Test takes place ("Punchlist Items"). Supplier shall furnish to Purchaser this list of Punchlist Items ("Punchlist") including an estimate of the time to complete and/or correct each Punchlist Item. Supplier shall make reasonable efforts to achieve these estimates.

4.6 Provided it is contractually agreed that the Product is required for taking-over, the respective taking-over of the Product by the Purchaser shall be deemed to have taken place at the latest, when the Purchaser has received Supplier's notice that the Product respectively contractually agreed tests have been completed. Minor deficiencies which do not affect the efficiency of the Product shall not prevent taking-over. The period, referred to in Clause 11.3 shall start to run at the latest when the Product is ready for taking-over in accordance with this Clause 4.6.

4.7 If the Product achieves or exceeds the Performance Values during the optional Performance Test, the Supplier shall issue a performance test completion certificate setting forth the specific Performance Values achieved.

4.8 If the Product does not achieve the Performance Values during the optional Performance Test, the Supplier shall at its option either (a) alter or replace the relevant equipment at its expense within a reasonable period of time and repeat the Performance Test or (b) pay liquidated damages in accordance with Clause 6.2. In case of (b) the Supplier shall issue a performance test completion certificate setting forth the specific Performance Values achieved.

5. DELIVERY, PASSING OF RISK AND TIME FOR DELIVERY

5.1 Any agreed trade term shall be construed in accordance with the INCOTERMS 2020. If no trade term is specifically agreed, the delivery shall be FCA in accordance with INCOTERMS 2020.

If, in the case of FCA delivery in accordance with INCOTERMS 2020, the Supplier, against payment and at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier.

Partial shipments shall be permitted unless otherwise agreed.

5.2 If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof in writing, stating the reason, and, if possible, the time when delivery can be expected.

5.3 If delay in delivery is caused by any of the circumstances mentioned in Clause 12.1 or by an act or omission on the part of the Purchaser, including suspension under Clause 16.1, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision

applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

5.4 If the Purchaser anticipates that he will be unable to accept delivery of the Product at the delivery time, he shall forthwith notify the Supplier in writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.

If the Purchaser fails to accept delivery at the delivery time, he shall nevertheless pay any part of the contract price which becomes due on delivery, as if delivery had taken place. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

5.5 Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 11.1, the Supplier may by notice in writing require the Purchaser to accept delivery within a final reasonable period.

6. LIQUIDATED DAMAGES

6.1 If the contractual delivery time for the Product or part of the Product is delayed and this delay was caused by negligence of the Supplier and if the Purchaser has suffered a loss caused by such delay, the Purchaser shall be entitled to liquidated damages for delay. Such liquidated damages for delay shall amount to 0.5% of the contract price of the delayed part of the Product concerned per each full week of delay considering a grace period of 2 (two) weeks. The liquidated damages for delay will be limited to a maximum of 5% (five per cent) of the contract price of the delayed part of the Product.

6.2 In the event of the Product finally failing to meet any Performance Values or any other technical values for reasons attributable to the Supplier, the Supplier shall considering a grace amount of 5% (five percent) pay for each 1% (one percent) of failure to meet such values liquidated damages amounting to 0.5% (half percent) of the contract price of the Product but not exceeding a total of 5% (five percent) of the contract price.

6.3 Notwithstanding Clauses 6.1 and 6.2, the Supplier's maximum liability for liquidated damages, if any, under this contract shall be 10% (ten percent) of the contract price. Liquidated damages represent a fair and reasonable calculation and shall be the Purchaser's sole and exclusive measure of damages and remedy against the Supplier with respect to the failure to achieve the contractual delivery time for the Product or any other warranted/guaranteed dates and/or the failure to achieve the Performance Values or any other technical values.

7. PRICE AND PAYMENT

7.1 Unless otherwise agreed, the total contract price shall be paid with 30 % of the contract price at the formation of the contract, with 20 % of the total contract price 4 months after commencement and 50 % of the total contract price upon the Supplier's notification to the Purchaser of readiness for dispatch. Payment shall be made by telegraphic bank transfer to Supplier's account. Payments shall be made within 10 calendar days of the date of the invoice without any deductions.

7.2 Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably credited.

7.3 If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of payment.

7.4 Unless otherwise agreed upon, the total contract price

- is a total fixed price, and includes adequate packing for delivery, if packing is part of the agreed trade term;

- is a net price and does not include any duties such as but not limited to taxes, fees or customs duties.

Such duties shall be borne by Supplier if imposed in Supplier's country and by Purchaser if imposed outside Supplier's country.

8. CHANGES

8.1 If Purchaser wishes to make any change in the Work, including, without limitation, upgrading materials or equipment, Purchaser may request a Change Order.

8.2 If Supplier determines that a condition or the occurrence of an event requires a change in the Work, the Contract Price, the Delivery Schedule and/or any other contractual obligation, including, without limitation, changes due to Purchaser's acts or omissions (including acts or omissions of others acting at Purchaser's request), Supplier may request a Change Order.

8.3 If after signing of this Contract there shall be any Change in Law of the type affecting this Contract, each Party may request a Change Order.

In case of any Change in Law leading to a higher tax burden for Supplier, such tax shall be added to the Contract Price and Supplier shall charge Purchaser accordingly.

8.4 Subsequent to a request of a Change Order Supplier shall prepare and submit to Purchaser a respective Change Order offer describing Supplier's proposal for the change, including estimated costs and the impact on the Contract Price and the Delivery Schedule.

Purchaser shall review such Change Order offer and, if Purchaser accepts the Change Order offer or the Parties otherwise agree to the change, Purchaser shall issue a Change Order. Purchaser's consent shall not be unreasonably withheld, conditioned or delayed. If Purchaser fails to reject the Change Order offer within fifteen (15) days after receipt, Purchaser shall be deemed to have accepted the corresponding Change Order offer. Any agreed or accepted Change Order shall be implemented.

8.5 Supplier shall neither be obliged nor entitled to perform the affected Work before the corresponding Change Order has been implemented pursuant to Clause 8.4.

If Supplier cannot continue the Work without implementing the Change Order, Supplier shall have no obligation to continue the affected Work unless and until the Change Order has been implemented pursuant to Clause 8.4, and Purchaser shall indemnify and hold harmless Supplier from and against all claims, costs, damages, fines, and expenses, including without limitation legal fees and disbursements, arising out of or related to the interruption or termination of the Work.

9. RETENTION OF TITLE

9.1 The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the applicable law. The Purchaser shall at the request of the Supplier assist in taking any measures necessary to protect the Supplier's title to the Product in the country concerned.

9.2 The retention of title shall not affect the passing of risk under Clause 5 above.

10. ADVISORY AND COMMISSIONING

10.1 In case contractually agreed advisory and commissioning of the Product shall be executed if and as specified in Appendix 1.

For this purpose Supplier shall give advice to Purchaser and/or his subcontractors and Purchaser shall ensure that its subcontractors are contractually obliged to comply with Supplier's advice. In addition Supplier's advisor shall have the right to instruct Purchaser to reject installation personnel.

10.2 Supplier shall be responsible for the correctness of such instructions but the responsibility for execution of such instructions or advisory shall lie with Purchaser. The advising activities shall be limited to giving comments/recommendations upon express request of Purchaser.

Supplier shall be responsible for the correctness of such comments/recommendations. The responsibility for execution of such advice shall be with Purchaser. Liability of Supplier for its advice / advisory work shall be limited to the value of its advisory and commissioning services.

11. LIABILITY FOR DEFECTS

11.1 Supplier warrants that the design, manufacture and material of the Product is at the time of delivery of good workmanship, free of defects and in conformance with the technical specification provided by the Supplier according to the provisions of Clauses 11.2 to 11.16 below under the exclusion of any further liability.

11.2 Defective Products shall, at the option of the Supplier, be repaired by the Supplier or Supplier shall supply new parts, each at its cost and risk, but the supply of replacement parts will be made on bases of the agreed Incoterms for the original Product. The Purchaser shall follow the Supplier's instructions regarding such transport. The Supplier is in no case obliged to pay for airway transportation of the Product or defective or replacement parts.

11.3 The warranty expires at the end of 12 months after the date of delivery or taking over of the Product in accordance with Clause 4.6, at the latest, however, 18 months after the Supplier's notification of readiness for dispatch of the Product to the Purchaser (the "Warranty Period").

11.4 Supplier shall warrant any subsequent adjustment and/or replacement parts installed to the same extent and under the same terms and conditions as the original Product, but no longer than the remainder of the original Warranty Period regardless of the fact that a part may have been redelivered or rectified a number of times.

11.5 After the laps of the Warranty Period, all claims of the Purchaser in connection with any warranties and/or defect liabilities will become time barred. Therefore Supplier shall have no liability whatsoever for any defect notified to it beyond that period irrespective of whether the defect was known or unknown or could or could not have been known during that period.

11.6 The Purchaser shall without undue delay notify the Supplier in writing of any defect which appears. Such notice shall under no circumstance be given later than two weeks after the expiry of the period given in Clause 11.3. The notice shall contain a description of the defect. If the Purchaser fails to notify the Supplier in writing of a defect within the time limits set forth in the first paragraph of this Clause, the Purchaser loses its right to have the defect remedied.

Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier in writing. The Purchaser shall bear the risk of damage resulting from its failure so to notify and any and all claims arising out of such defect shall be forfeited.

11.7 On receipt of the notice under Clause 11.6 the Supplier shall remedy the defect without undue delay and at his own cost as stipulated in Clauses 9.2 to 11.16.

Repair shall be carried out at the place where the Product is located unless the Supplier deems it appropriate that the defective part of the Product is returned to him for repair or replacement.

The Supplier is obliged to carry out dismantling and re-installation of the part of the Product if this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled its obligations in respect of the defect when the Supplier delivers to the Purchaser a duly repaired or replaced part of the Product.

11.8 If the Purchaser has given such notice as mentioned in Clause 11.6 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs incurred as a result of the notice.

11.9 The Purchaser shall at its own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the defect. When the Supplier is to carry out repair works at the place where the Product is located, the Purchaser shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, supply of electricity and similar supplies.

11.10 Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for repair, dismantling, installation and transport as a result of the Product being located in a place other than the destination stated in the contract or - if no destination is stated - the place of delivery.

11.11 Defective parts which have been replaced shall be made available to the Supplier and shall be its property.

11.12 If, within a reasonable time, the Supplier does not fulfill its obligations under Clause 11.7, the Purchaser may by notice in writing fix a final time for completion of the Supplier's obligations.

If the Supplier fails to fulfill its obligations within such final time, the Purchaser may himself undertake or employ a third party to undertake necessary remedial works at expense of the Supplier. In such event Supplier will not take over any warranty or liability for the rectifying work provided by such third party.

Where successful remedial works have been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

11.13 The Supplier is not liable for defects arising out of materials provided, or a design stipulated or specified by the Purchaser.

11.14 The Supplier is liable only for defects which appear under the conditions of operation provided for in the contract between the Parties and under proper storage, installation and use of the Product. The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect erection or faulty repair by the Purchaser, or by alterations carried out without the Supplier's consent in writing. Finally the Supplier's liability does not cover normal wear and tear or deterioration.

11.15 Where the defect has not been successfully remedied, as stipulated under Clauses 11.12 to 11.14 after having given Supplier at least two times the possibility to do so within a reasonable period by considering the need of time for rectification, Purchaser shall be conclusively entitled either

a) to a reduction of the contract price in proportion to the reduced value of the Product, provided that under no circumstance shall such reduction exceed 15 per cent of the contract price , or

b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the contract, the Purchaser may terminate the contract in accordance with Clause 19.2.

11.16 The warranties and therefore the defect liabilities (liability in cost, losses or damages suffered or incurred by the Purchaser) under the Clause 9.1 to 9.15 are exclusive warranties and remedies and in lieu of any other warranties and remedies, whether expressed, implied or of statutory character as in contract,

tort (including negligence), law including where the contract is terminated for whatever reason or which might otherwise be available to Purchaser.

12. ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

12.1 The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser, or to products of which the Purchaser's products form a part.

12.2 If the Supplier incurs liability towards any third party for such damage to property as described in Clause 12.1 above, the Purchaser shall indemnify, defend and hold the Supplier harmless.

12.3 In the event that the Supplier bases the production of the Products on its own specifications, the Supplier shall under the exclusion of any further liability warrant that such Products do not interfere with Intellectual Property Rights ("IPRs") published in USA and/or by the European Patent Office. In case an infringement of such third parties' IPRs appears to emerge, the Parties will enter into negotiations with due consideration of such situation and jointly agree on the consequences. This shall not apply, if the Supplier has manufactured the Products in accordance with drawings, models or other equivalent descriptions or information provided by the Purchaser. As far as the Supplier is not liable pursuant to this Clause 12.3, the Purchaser shall release the Supplier from all third-party claims.

12.4 If a claim for damages as described in Clauses 12.1 to 12.3 is lodged by a third party against one of the Parties, the latter Party shall forthwith inform the other Party thereof in writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. As far as an alleged infringement of a third party IPR infringement is concerned in regard to Product Purchaser (i) does do not concede the existence of an infringement vis-à-vis third parties, (iii) leaves all measures of defense and actions for the resolution of disputes to be undertaken by Supplier at the latter's reasonably exercised discretion and (iv) does not enter into any settlement without the prior written approval by Supplier.

13. FORCE MAJEURE

13.1 In case of Force Majeure, such as Acts of God (e.g. natural catastrophes but not limited to earthquake, floods, storms, epidemics), civil commotion, any act of Governmental Authorities (e.g. federal, state and/or local authorities including but not limited to local or national agency, department, inspectorate, ministry, official court, tribunal) not caused by one of the Parties, which hinders or impedes the execution of contract (e.g. Governmental Authorities Actions like shut downs, travel ban/warning, labor law restrictions for dispatch and/or work of employees, quarantine) or any event which was unforeseeable or outside the reasonable control of the Party affected, such as labor disputes, accidents (e.g. transport accidents) disruptions of operation, or other delays for which Supplier is not responsible the Parties shall be temporarily relieved from their obligations during the period of time such events continue and to the extent their liabilities are affected. The afore-stated shall also be applicable to the Supplier if a sub-supplier of Supplier is affected by such event and/or in case the Party affected is already in default.

Diseases, which the World Health Organization (WHO) has declared as a pandemic case, like e.g. the COVID-19 case (including any of its variations) and/or any consequences thereof like Governmental Authorities Actions (although the Disease and its possible consequences might be / are foreseeable) may prevent

and/or delay Supplier from partly or entirely performing any of his obligations (hereinafter referred to as "Disease Effect"). Supplier shall not be liable for the Disease Effect, regardless whether under contract, tort, law, equity, indemnity or any other legal reason.

13.2 The Party claiming to be affected by Force Majeure shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If Force Majeure prevents the Purchaser from fulfilling its obligations, the Purchaser shall compensate the Supplier for expenses incurred in securing and protecting the Product.

13.3 Regardless of what might otherwise follow from these General Conditions, either Party shall be entitled to terminate the contract by notice in writing to the other Party, if performance of the contract is suspended under Clause 11 for more than six months. In such event the following shall apply as the case may be: (a) Purchaser has to pay to Supplier the value, of all already delivered Product and/or parts based on the contract price, including the proportionate part of the Supplier's profit or fee included in the contract price, and the contract with its terms and condition shall survive for such delivered Product and/or parts.

(b) Supplier shall repay to the Purchaser the contract price instalments already paid by the latter in regard to the affected Product which have not been supplied so far minus cost and losses which Supplier incurred due to such termination.

The liability of both Parties for all other damages and costs are excluded in such Force Majeure event.

14. LIMITATION OF LIABILITY

(a) Supplier shall not be liable to the Purchaser in contract, tort, law or otherwise howsoever and whatever the cause thereof, (i) for any loss of profit, hire, business contracts, revenues or anticipated savings, or (ii) for damage to the Purchaser's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party, or (iv) for any special, indirect or consequential loss or damage of any nature whatsoever.

(b) Nothing in these Conditions and the contract shall exclude or limit the liability of Supplier for death or personal injury caused by the Supplier's negligence, intent or fraudulent misrepresentation.

(c) Without prejudice to Clause 12.1 (a) and (b) above Supplier's total liability in contract, tort, law or otherwise arising by reason of or in connection with the contract (including but not limited to liquidated damages pursuant to Clause 6.) shall be limited to 30% of the value of that contract.

(d) This Clause 14.1 and any other Clause in this contract shall, however, not limit the liability of Supplier where and to the extent its liability cannot be limited in accordance with applicable laws.

15. DISPUTES AND APPLICABLE LAW

15.1 These General Conditions and the contract shall be construed in accordance with and governed in all aspects by the laws of Switzerland, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for the International Sale of Goods.

15.2 If a difference of opinion cannot be settled by the Parties themselves, the dispute shall be finally decided by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris (ICC), by three arbitrators, appointed under such Rules. The Expedited Procedure Provisions and the Emergency Arbitrator Provisions shall not apply. The arbitration proceedings shall take place in Zurich, Switzerland in the English language. The Parties will keep the existence of the arbitration or any information or document relating thereto or disclosed therein and there for confidential.

15.3 Subject to mandatory law, any claim of the Purchaser under the contract or otherwise arising by reason of or in connection with the contract shall be forfeited, if Purchaser fails to initiate arbitration proceedings pursuant to Clause 15.2 to enforce such rights and claims against Supplier within 6 months since the expiry of the Warranty Period as defined under Clause 11.3 to 11.5.

16. USE OF INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

16.1 The Purchaser shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Products, or any plans, descriptions, blue-prints, designs, technical information, software, documents, drawings and/or specifications relating thereto either (a) supplied by or on behalf of the Supplier to the Purchaser in connection with the Products, or (b) resulting from the Products, unless otherwise expressly agreed by the Supplier in writing. If the Purchaser intends in any way to acquire any such rights then the Purchaser shall immediately inform the Supplier and shall forthwith take such steps as may be required by the Supplier to assign such rights or vest such title in the Supplier.

16.2 The Supplier shall have the right to apply any trademarks, trade names and/or service marks to the Products. The Purchaser acknowledges that no rights are granted to the Purchaser by the use by the Purchaser of such trademarks, trade names and/or service marks. The Purchaser shall not deface, remove or obliterate any trademarks, trade names or logos applied by the Supplier on or in relation to the Products.

16.3 The Purchaser shall keep confidential and not use, without the prior written consent of the Supplier, all or any information including without limit, those supplied by the Supplier to the Purchaser or disclosed to or obtained by the Purchaser pursuant to or as a result of the contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Purchaser, or disclosure of the same is required by law or by any other governmental or other regulatory body.

17. PURCHASERS OBLIGATIONS

17.1 The Purchaser shall provide Supplier's personnel with assistance in obtaining official entry, exit or working permits required in the country where the services are to be carried out and ensure that they have free access to the site.

17.2 The Purchaser shall provide Supplier's personnel with unobstructed and safe access to the site to enable them to perform the work in accordance with the contract.

17.3 The Purchaser shall be responsible for ensuring the health and safety of Supplier's personnel whilst on the site. The Purchaser shall take appropriate measures to protect Supplier's personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When Supplier is to carry out the work on the site, the Purchaser shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, towing, dockage, supply of electricity and similar supplies.

17.4 Supplier may, at its sole discretion, refuse to perform the services in conditions or surroundings that it considers may be prejudicial to the health and/or safety of its personnel and/ or where the Purchaser is in breach of the Clause 16 and Supplier shall not be liable under the contract for any delay in or failure of delivery in such event.

17.5 The Purchaser shall assume all responsibility for all acts or omissions of the Purchaser's personnel and Supplier shall have no liability with respect thereto.

The Purchaser shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the contract. Where Supplier does supply tools then the Purchaser shall give all necessary assistance with the customs

formalities required for the import and re-export of Supplier's tools and equipment free of all taxes and duties.

18. SUSPENSION AND/OR TERMINATION RIGHT OF SUPPLIER

18.1 If the Purchaser fails to make any payment when due or to perform any of its other main contractual obligations as well as any secondary contractual obligations on time or the diligent manner under this contract between Supplier and the Purchaser, Supplier shall be entitled to suspend its performance of the contract until the failure is remedied; and regardless of whether Supplier elects to suspend performance:

(a) the time for performance of the contract by Supplier shall be automatically extended accordingly; and

(b) any cost (including financial costs and storage, demurrage or other charges) thereby incurred by Supplier shall be paid by the Purchaser.

18.2 Without prejudice to any of its other rights Supplier may immediately terminate the contract if any of the following occurs or is likely to occur:

(a) suspension under Clause 16.1 continues for more than 120 days;

(b) the Purchaser is in breach of any of its obligations under the contract which, if capable of remedy, the Purchaser has not remedied within 30 days of receiving written notice from Supplier; or

(c) the Purchaser is wound up or becomes insolvent or has a receiver or administrative receiver appointed or any equivalent or analogous event occurs in any other jurisdiction or the Purchaser ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.

18.3 Upon termination, howsoever arising, Supplier shall be entitled forthwith to suspend any further work under the contract without any liability to the Purchaser. Without prejudice to Supplier's other remedies under the contract, within 14 days of such a notice of termination, howsoever arising, the Purchaser shall pay to Supplier:

(a) the outstanding balance of the contract price of the work / the Product which has been delivered or performed, and

(b) the costs incurred or committed by Supplier up to the date of notice of termination in performing such work which is not yet completed plus a reasonable margin to be agreed between the Parties which shall not be less than 15% of the total contract price, and

(c) the costs reasonably incurred by Supplier as a result of the termination.

Termination, expiry or completion of the contract or any part of it, shall not affect or prejudice the provisions of Clauses 14 Limitation of Liability, 15 Dispute and Applicable Law and/or 16 Use of Intellectual Property.

19. TERMINATION RIGHT OF PURCHASER

In the following two events - provided the preconditions are fulfilled - the Purchaser shall be entitled to terminate the contract in regard to the affected part of the Product by declaration in writing:

19.1 if (i) the Purchaser is entitled to claim the full amount of the liquidated damages for default pursuant to Clause 6.1, (ii) Purchaser has set an adequate additional period for Supplier in writing including an express declaration that upon unsuccessful expiry of this additional period it will terminate the contract with regard of the affected part of the Product, and (iii) Purchaser proves that such additional period was exceeded by Supplier for reasons other than those stated in Clause 13.1 (Force Majeure).

19.2 If (i) the Purchaser has after a minimum of two failed attempts of subsequent readjustments set an adequate additional period of at least 30 days in writing for the remedy of a substantial defect pursuant to Clause 9 for which Supplier is responsible, including an express declaration that upon expiry of such period it will terminate contract with regard to the affected part of the Product, and (ii) Supplier has failed to meet such additional period as a result of its own fault. Due to the complexity of the Product and any defects that may result therefrom Supplier shall be entitled, as the case may be, to conduct more than two attempts of subsequent performance.

19.3 In the event of termination due to default of the Supplier, the Supplier shall reimburse to Purchaser the extra cost which the Purchaser reasonably and necessarily incurred in excess of the concerned contract price for completing the work in accordance with the contract. Such liability of Supplier is limited to 20% of the contract price for the concerned Product.

19.4 The reasons and consequences of termination for default of the Supplier as stipulated in this General Conditions and the contract shall be the sole rights, claims and remedies of the Purchaser against the Supplier for termination of the contract due to default of the Supplier.

20. EXPORT CONTROL

20.1 Notwithstanding any regulation regarding force majeure, as stated in this contract, Supplier reserves the right to suspend at its sole discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable restrictive measures including sanctions, export or re-export controls (including but not limited to UN, EU and its member states, UK and U.S.-law) or would otherwise be inconsistent with such measures, or where an export license required by such regulations cannot be obtained. In the event the performance of the contract is prevented due to the above reasons for a period of more than 180 days, Supplier or Purchaser shall be entitled to terminate the contract to the extent the performance is prevented. In the event an export license has been denied by the responsible authorities, Supplier or Purchaser shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination Purchaser shall pay to Supplier the price of the supplies and services performed by Supplier under the contract and any cost for unavoidable commitments incurred by Supplier with respect thereto. Any claims, rights and/or remedies of the Purchaser with respect to such termination shall be excluded.

20.2 Supplier shall provide Purchaser with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Purchaser. The content and layout of such documents are defined by Supplier and cannot be adjusted or amended. The provision of any further information or documents which might be required by Purchaser for import purposes, such as but not limited to countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System", issued by the World Customs Organization (WCO)), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Purchaser.

21. CUSTOMS CLEARANCE

If the agreed delivery address of the Goods is outside the territory of the European Union, Supplier will issue the export customs declaration and act as responsible exporter towards the customs authorities, unless otherwise agreed. If Purchaser or any person acting on behalf of the Purchaser picks up the Goods before export, Purchaser shall present the Goods and the export customs declaration issued by Supplier at the responsible customs office of export and finalise the formal customs proceedings properly. If the agreed delivery address of the Goods is inside the territory of the European Union, Supplier will not issue

an export customs declaration and will not act as responsible exporter for any further exports made by the Purchaser, unless otherwise agreed. The same shall apply if the Goods are to be delivered on a vessel, which is currently located inside the territory of the European Union. If Purchaser requires an export customs declaration by Supplier for delivery on such a vessel, this has to be agreed individually.

22. MISCELLANEOUS PROVISIONS

22.1 Should one of the provisions of contract or of any additional terms agreed upon be or become invalid, then the validity of the remaining part of contract or of any additional terms agreed upon shall not be affected thereby. The Parties are committed to replace the invalid provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.

22.2 The English language shall be the language to be used in all correspondences, instructions, catalogues, brochures, pamphlets, documents or any other data to be given and for the execution of the contract.

22.3 Any assignment or other transfer of rights and/or obligations arising out of the contract is subject to the written consent of the respective other Party.

22.4 "Data Protection Legislation" means all applicable laws and regulations protecting the privacy of individuals and their personal information in the country where the Everllence company concluding the Contract is located

The Parties undertake to observe all statutory provisions at all times, particularly those of the applicable data protection legislation, when processing the shared personal data (as defined by the respective applicable law).

The Purchaser acknowledges to Everllence Privacy Notice accessible at <https://www.everllence.com/dataprotection>.

In the event that, upon conclusion of the Contract or in connection with the provision of the contractual services, one Party (hereinafter "Data Recipient") gains access to personal data for which the other Party is responsible (hereinafter "Data Transferee"), the following provisions shall apply, in addition to the applicable data protection legislation:

(i) Personal data shall be processed solely for the purpose of fulfilling the contractual obligations arising from the Contract ("purpose limitation").

(ii) The Data Recipient shall ensure that its employees have access to personal data only to the extent necessary for the fulfilment of the contractual obligations arising from the Contract. All employees shall be obligated in writing to comply with the applicable data protection legislations. Proof of such compliance shall be provided to the Data Transferee upon request.

(iii) The Data Recipient shall implement technical and organizational measures in accordance with the state of the art to ensure a level of protection for personal data appropriate to the risk and to safeguard such data permanently. Upon request, the Data Recipient shall provide evidence of the implementation of the specified technical and organizational measures.

(iv) The transfer of personal data to Data Recipients located in third countries shall be permitted only in compliance with the conditions defined in the respective and applicable data protection legislations. The Data Transferee must have the applicable consents or lawful basis to effectuate the transfer of the data.

(v) The Data Recipient shall delete the data without undue delay once it is no longer required for the performance of the Contract, in accordance with the relevant statutory retention periods.

(vi) In the event that personal data is processed by the Data Recipient on behalf of the Data Transferee, a corresponding Data Processing Agreement shall be concluded between the Parties.