## 1. Introduction

1.1. These General Conditions of Contract apply to all contracts of Supplier with Customer for the supply of equipment, including spare parts ("**Goods**") and for the provision of any services, including but not limited to erection, commissioning, test operation, engineering services, related advisory services, training and/or maintenance, repair or modification services or any other services, whether provided on-site, in Supplier workshop or remotely ("**Services**").

1.2. These General Conditions of Contract are divided into two parts. Part 1 applies to all Goods. Where Services fall within the agreed scope, both Part 1 and Part 2 of these General Conditions of Contract apply.

## PART 1

## 2. Definitions

2.1. "**Affiliate**" means any business entity, and any other business entity that directly or indirectly controls, is controlled by, or is under the common control of Burckhardt Compression (US) Inc., where "control" means that one entity possesses, directly or indirectly, ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the power to direct or cause the direction of the management and policies such entity, whether through ownership of voting securities, by contract, or otherwise.

2.2. "**Apps**" means local software such as agents and device management applications.

2.3. "**Claim**" shall have the meaning stated in Clause 8.6 of Part 1.

2.4. "**Contract**" means the legally binding agreement between Supplier with Customer for the provision of Goods and Services, including all terms conditions, exhibits, schedules, and amendments.

2.5. "**Customer**" means the counterparty to this Contract.

2.6. "**Device Data**" shall have the meaning stated in Clause 20 of Part 1.

2.7. "**Force Majeure**" shall have the meaning stated in Clause 11.1 of Part 1.

2.8. **"Goods**" mean all tangible, movable items, including specially manufactured goods, identified in this Contract for sale and delivery.

2.9. "**High-Risk Use**" shall have the meaning stated in Clause 11.7 of Part 2.

2.10. "**Log-In**" shall have the meaning stated in Clause 11.5 of Part 2.

2.11. "**Managed Device**" shall have the meaning stated in Clause 11.1 of Part 2.

2.12. "**Order Acknowledgment**" means Supplier's written acceptance of Customer's purchase order.

2.13. "**Rate Sheet"** means Supplier's Service & Installation Rate Sheet communicated at the time of execution of the Services.

2.14. "**Sanction**" and "**Sanctioned Person**" shall have the meaning stated in Clause 18.2.1 of Part 1.

2.15. "**Services**" means any and all activities, tasks, functions, or responsibilities performed by Supplier under this Contract as provided in Clause 1.1 above, including but not limited to labor, consulting, technical assistance, installation, or other professional services, whether or not incidental to the sale or delivery of goods.

2.16. "**Site**" means the place where Services are performed.

2.17. "**Software Provider**" shall have the meaning stated in Clause 11.2 of Part 2.

2.18. "**Supervision**" shall have the meaning stated in Clause 8.4 of Part 2.

2.19. "**Supplier**" means Burckhardt Compression (US) Inc. and all of its Affiliates.

2.20. "**Supplier's Technical Information**" shall have the meaning stated in Clause 5.2 of Part 1.

2.21. "**Tender**" means the Supplier's unconditional offer to deliver Goods and Services.

2.22. "**Territories**" shall have the meaning stated in Clause 18.3.1 of Part 1.

2.23. "**User**" shall have the meaning stated in Clause 11.5 of Part 2.

2.24. "**Variation Request**" and "**Variation Proposal**" shall have the meaning stated in Clause 8.1 and 8.2 of Part 1.

## 3. General

3.1. The Contract shall be deemed to have been entered into and legally enforceable (1) upon receipt by Customer of an Order Acknowledgement or (2) upon receipt of Customer's written acceptance of the Tender.

3.2. Where spare parts may be ordered via the Supplier's web site, the Contract shall be deemed to have been entered into and legally enforeceable when Customer's purchase order on the web site is accepted by Supplier by issuing a confirmation of acceptance, be it online on the screen after completion of the purchase or by sending a confirmation email to Customer.

3.3. A Tender shall remain open for acceptance for the period stated in the Tender, unless withdrawn earlier. The Tender may be extended beyond the initial period only by written agreement of the parties.

3.4. Tenders that do not stipulate an acceptance period are not binding or enforceable.

3.5. These General Conditions supersede all previous oral or written negotiations, representations and/or contractual commitments between the parties in respect of the subject matter of the Contract. Supplier hereby gives notice of its objection to and rejection of any different or additional terms, and Customer agrees that the terms in these General Conditions shall apply and govern to the exclusion of all others.

3.6. All agreements and legally relevant declarations of the parties in relation to the Contract must be in writing to be valid. Unless a signature is expressly required, "**writing**" includes electronic communications without signature, or – where expressly mentioned in these General Conditions or the Contract – a statement online on the screen. When a signature is expressly required, this requirement is fulfilled by:

- a physical document with manual signature(s) by duly authorized representative(s) of the respective parties sent by registered mail or by courier service; or
- an electronic document with valid electronic signature(s) by duly authorized representative(s) of the respective parties, sent by email communication.

3.7. Unless agreed otherwise in writing, such documents shall be sent to the address of the other party as mentioned in the Contract.

3.8. Should a provision of these General Conditions prove to be wholly or partly invalid, the parties shall endeavor to replace such provision with a valid and enforceable provision that most closely achieves the original intent and economic effect of the invalid provision.

## 4. Scope of Goods and Services

4.1. The Goods and Services are specified in the Tender or the Order Acknowledgement and in appendices thereto.

4.2. Should Customer be of the view that the Order Acknowledgement and/or its appendices are not fully in line with Customer's purchase order and wishes to object to any such amendment(s), Customer must notify Supplier in writing within five (5) business days from the date of receipt of the Order Acknowledgement and its appendices. In case no such notification is made within said deadline, the Order Acknowledgement and its appendices, including any amendments, shall be deemed fully accepted by the Customer.

## 5. Technical Information

5.1. Except as specifically provided in the Contract, nothing in the Contract assigns, transfers, or grants a license to a party regarding pre-existing intellectual property rights owned by the other party (or its licensors).

5.2. Except as specifically provided in the Contract, all intellectual property rights in all designs, drawings, technical information (including but not limited to any brochures, catalogues descriptions, specifications, schematics, processes, formulas, or data related to the Goods or their design), software and other materials (whether in hard copy or electronic form) created or provided by Supplier to Customer in connection with the Goods, the Services, and Supplier's performance under the Contract ("**Supplier's Technical Information**"), shall be and remain the sole property of Supplier. Customer acknowledges that any discoveries, inventions, patents, designs, or other rights arising directly or indirectly out of or in connection with Supplier's performance of the Contract are the property of Supplier.

5.3. Unless otherwise agreed, Supplier's Technical Information and associated data are for informational purposes only and not binding except as otherwise expressly stated in writing. Supplier's Technical Information is provided on an "as is" basis.

5.4. Supplier's Technical Information shall be deemed provided on a confidential basis. Customer shall not use nor disclose the Supplier's Technical Information for any purpose other than operation and maintenance of the Goods without the Supplier's prior written consent. Customer is aware and consents to possible access of Supplier to confidential technical data, during the execution of Remote Services as described below.

5.5. Customer agrees that it will not, either itself or through any contractor or affiliate, disassemble, reverse engineer or in any other way use or employ any process or technology designed to copy, break down or otherwise try to discover the technical make-up or design of any of Supplier's Goods.

5.6. Customer shall review any documents submitted by Supplier within five (5) business days of receipt, and failure to provide written objections within such period constitutes approval of such documents.

5.7. Upon Supplier's request, Customer shall promptly (and in any case not more than five (5) business days) furnish Supplier with information that, in Supplier's reasonable opinion, is necessary for Supplier's uninterrupted and timely performance of the Contract. If Services are within the scope of the Contract, the foregoing includes but is not limited to: (i) as-built documentation (including all connection pipes), together with all changes made to the equipment since Supplier's installation of machinery or the Supplier's last provision of Goods or Services; (ii) compressor log sheet (each quarter); (iii) lube oil analysis (each quarter); (iv) fresh water analysis (each quarter); (v) compressor operating data, including trends and history (as requested by Supplier) and (vi) traceability and source of spare parts and equipment. Supplier shall keep such information confidential and shall only disclose it to its employees, agents, or subcontractors who have a need to know such information to perform the Services, fulfill Supplier's other obligations or exercise its rights under the Contract. Customer shall be responsible for and bear the cost of any modification to the scope of the Services arising from any discrepancy, error, or omission in any drawings, specifications, or other information supplied by or on behalf of Customer.

## 6. Contract Prices

6.1. Unless otherwise agreed upon, all prices shall be deemed to be net Ex Works (EXW), excluding special packing (seaworthy, long-term), in the currency as specified in the Tender without any deduction whatsoever. Any additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by Supplier or Customer according to agreed applicable Incoterms latest version. In addition, the Customer shall bear any taxes, tariffs, fees, levies, customs duties, and similar charges imposed on or in connection with the Contract (in the case of Services this includes also social insurance contributions, and similar charges incurred by Supplier or its personnel for Services performed outside Supplier's home country). Customer shall refund such charges to the Supplier, within thirty (30) days of invoice, upon presentation of supporting documentation. The Tender price for both Goods and Services excludes Value Added Tax which must be paid to the Supplier by the Customer at the appropriate rate applicable to the Goods and Services provided.

6.2. For any item sourced from a country with a currency different from the Tender currency, the price is based on the applicable exchange rate at the time of Tender submission.

Customers shall be responsible for, and shall pay, any price adjustments due to fluctuations in the exchange rate at the time of payment.

6.3. The Supplier reserves the right to adjust the prices for Goods and/or Services in case the wage rates, or the prices for raw materials or third-party services vary between the time of submission of the Tender and when the Contract comes into force. In addition, an appropriate price adjustment shall apply after the Contract has come into force where:

- the delivery time has been subsequently extended due to any reason stated in Clause 10.4 of this Part 1,
- the nature or the scope of the agreed Goods or Services has changed,
- the Goods or the execution of the Services required changes due to Customer's provision of documents or information that are inaccurate, incomplete, outdated, or do not reflect actual conditions, or
- the Contract is suspended for reasons attributable to the Customer.

Unless otherwise agreed by the parties in writing, such price adjustment shall amount to the additional costs incurred by Supplier, plus a markup of ten percent (10%).

## 7. Terms of Payment

7.1. Customers shall make payments to Supplier at Supplier's designated account, in accordance with the agreed payment terms, without set off or deduction of any discounts, expenses, taxes, tariffs, levies, fees, duties, or other charges. Customer shall not withhold or reduce any payments due to complaints, claims, or counterclaims not accepted by Supplier.

7.2. Unless otherwise agreed, the terms of payment for Goods shall be in accordance with the Contract as acknowledged in writing by the Supplier, and if no specific term has been agreed, invoices shall be paid within thirty (30) calendar days of receipt and Supplier has the right to request advance payment for the Goods.

7.3. Services shall be invoiced according to time and materials based on Supplier's Rate Sheet, unless a fixed price (lump sum) or other pricing arrangement has been provided in an appendix to the Contract. Unless otherwise agreed in writing, Supplier shall invoice monthly for the price and costs of Services or, where the Service provided is an engineering training, after such training, and Customer shall pay each invoice in full within thirty (30) calendar days of receipt.

7.4. Where a lump sum price for Services has been agreed upon, the lump sum covers only those Services expressly identified in writing as being subject to lump sum pricing. A lump sum price assumes timely completion of all preparatory work by Customer and unimpeded progress of the Services, free from delays caused by factors outside Supplier's control. Changes to the scope of work, rework, additional work, or waiting time, requested by Customer, or necessitated by circumstances beyond the Supplier's reasonable control, shall be invoiced to the Customer on a time and materials basis, at the Supplier's then-current rates.

7.5. Additional provisions regarding rates and costs for Services are set forth in Part 2 of these General Conditions of Contract.

7.6. If the Customer fails to make any payment when due, Customer shall automatically and without notice be liable to pay interest on the overdue amount from the due date until payment is made in full. The interest rate shall be the lesser of: (i) the highest interest rate permitted by applicable law; or (ii) eight (8) percentage points above the Federal Funds Effective Rate as published by the Federal Reserve Bank of New York applicable on due date of the delayed payment, calculated weekly and compounded monthly. Furthermore, Supplier may suspend the delivery of further Goods and Services until full payment of the overdue amount, and request advance payment for any further Goods and Services.

## 8. Variations and Claims

8.1. The Customer has the right at any time to request a change to the scope of the Contract ("**Variation Request**").

8.2. Upon receipt of a Variation Request, Supplier shall, within fifteen (15) days or such longer period as may be reasonable under the circumstances, provide Customer a written proposal detailing the impact of the requested variation on the time schedule and/or Contract Price (the "**Variation Proposal**").

8.3. The Customer shall, within fifteen (15) days after receipt of a Variation Proposal, provide a written response to the Variation Proposal. If Customer fails to respond within this timeframe, the Variation Proposal shall be deemed accepted. In the event of rejection, the parties shall promptly agree on the course of action. If no agreement is reached within fifteen (15) days after the Supplier's receipt of the notice of rejection, Supplier shall be free to proceed with the works as described prior to the Variation Request with an extension of time for completion to account for the delay caused by the Variation Request.

8.4. The Supplier, at his own discretion, shall be entitled to make improvements or minor changes to the scope of the Contract, provided such changes do not impact on the Contract Price and/or delivery time.

8.5. Any changes to the Contract required by changes in law or required by authorities after the effective date of the Contract shall be treated as a Variation Request. Upon becoming aware of such changes, Supplier shall submit a Variation Proposal to Customer within thirty (30) days.

**8.6. IF the customer believes it has a claim arising out of or in connection with the contract ("claim"), the customer shall give written and signed notice to the supplier not later than fifteen (15) days after the customer becomes aware, or should have become aware of the event or circumstance, giving rise to the claim. The notice shall describe the event(s) or circumstance(s) in detail and, if requested, provide supporting evidence. if the customer fails to give written and signed notice of a claim within said period, the supplier shall be discharged from all liabilities in connection with the claim. Customer further waives any right to raise a claim for late delivery, back-charges, and any other contract price reduction six (6) months after delivery of goods or completion of services.**

## 9. Transfer of Title and Risk

9.1. Unless otherwise required by applicable compulsory law, title to the Goods shall be transferred to Customer after Supplier has received payment in full of the Contract Price allocated to the Goods. During the reservation of title, the Customer shall, at its own cost, maintain and adequately ensure the Goods, and take all necessary measures to protect Supplier's title. Where repair and maintenance Services are provided in a Supplier workshop, Customer remains owner of the equipment consigned.

9.2. Risk of loss or damage to the Goods shall pass to Customer from the Supplier upon delivery according to applicable Incoterms latest version. If the delivery of the Goods is delayed at the request of the Customer or due to other reasons beyond Supplier's control, the risk of loss and damage on said Goods shall pass to Customer on the originally scheduled date of delivery. After transfer of risk, Customer shall be responsible for storing and insuring the Goods at its own expense. Furthermore, Customer shall reimburse Supplier in case of non-collection of the Goods after ten (10) working days of being notified that the Goods are ready for collection. If Customer fails to collect the Goods within such ten (10) working days, Customer shall reimburse Supplier for storage costs at the following rates: five percent (5%) of the Customer purchase order value if such purchase order is under eighteen thousand (18,000) USD or one percent (1%) if it is over eighteen thousand (18,000) USD, per each full month or pro rata, but not less than three hundred (300) USD per month.

9.3. In connection with the provision of Services, Customer shall bear the risk of damage or loss to the materials delivered by Supplier, and which are to be erected or maintained during the performance of the Services, including remote support hardware, as well as to any tools, equipment, or materials provided by Customer. Where repair and maintenance Services are provided in a Supplier workshop, Supplier shall bear the risk of loss or damage related to the Service and the

risk related to the delivery and return of the repaired equipment. If the Services are prevented or partially hindered due to damage or destruction of the materials to be erected, Supplier shall nonetheless be entitled to the agreed remuneration.

**10. Delivery time**

10.1. Suppliers shall make commercially reasonable efforts to deliver the Goods on the delivery date.

10.2. The period for calculating the delivery date of Goods shall not commence before the latest of the following dates:

- date of receipt of Supplier's written acceptance of Customer's purchase order, or, the date of receipt of Customer's written acceptance of the Tender, or, the date of acceptance by Supplier of spare parts ordered via the web site of Supplier, or, if the Contract documents are signed by both parties, the date of the last signature, or
- date of receipt of approval of engineering submittals by Supplier, or
- date which is five (5) business days after receipt of a letter of credit or advanced payment, if such letter of credit is required according to the Contract.

10.3. Customer shall provide Supplier with at least eight (8) weeks' prior written notice of the intended commencement date for the Services. All timeframes for completion of the Services are not binding unless expressly accepted in writing by Supplier as a firm deadline. A binding timeframe for completion of the Services may only be established after the scope of work is finalized and agreed upon in writing by both parties. Such timeframe shall commence only after fulfillment of all conditions precedent for the start of the Services. Services shall be deemed completed if the relevant equipment or plant is ready for acceptance or operational, even if minor parts are missing or adjustments are required, provided that operation is possible without hindrance.

10.4. Any delivery time agreed for either Goods or Services shall be deemed reasonably extended:

- If the information required by the Supplier for performance of the Contract is not received in time, or if the Customer subsequently changes such information, and this causes a delay in the delivery of the Goods or Services;
- In the event of Force Majeure;
- If Customer places additional purchase orders that are confirmed by Supplier;
- If Customer modifies the scope of the Services as agreed by Supplier;
- If the Customer, or a third party, is delayed in performing work it must execute or in the performance of its contractual obligations, including but not limited to failure to comply with the terms of payment.

**11. Force Majeure**

11.1. Supplier shall not be liable for any non-performance, loss, damage, or delay due to war, riots, fire, flood, strikes or labor difficulties, epidemics, pandemics, governmental acts such as, but not limited to trade restrictions including embargoes, quarantines, border closures, or other restrictions on the movement of people or goods imposed by any government or regulatory authority, acts of God, acts and/or force majeure events of the Customer or its customer(s) or the end-user(s) or sub supplier, delays in transportation, inability to obtain necessary labor or material from usual sources, or other causes beyond the reasonable control of Supplier even if known and/or foreseeable at the time of purchase order/contract acceptance ("**Force Majeure**").

11.2. The Supplier shall promptly notify the Customer in writing of the start of the Force Majeure.

11.3. In the event of delay in performance due to any such Force Majeure, the delivery date for Goods or the time for completion of Services will be extended to reflect the length of time lost by reason of such Force Majeure or its effects. Payment obligations shall not be affected by Force Majeure events. If the grounds for Force Majeure continue uninterruptedly for more than ninety (90) days from the date of the Supplier's notification, either Supplier or Customer may terminate the Contract upon seven (7) days written notice to the other Party.

11.4. In the event of an interruption caused by a Force Majeure, Supplier shall be entitled to reasonable compensation for the documented extra costs directly resulting from such interruption. If the Contract is terminated due to a Force Majeure, Supplier shall be entitled to payment for (i) the Goods delivered and the Services completed prior to termination, at the prices and rates specified in the Contract and (ii) the documented expenses incurred for non-cancellable procurements or subcontracts related to the performance of the Contract.

**12. Inspection and Acceptance**

12.1. Upon receipt of Goods at the delivery site, Customer shall have fourteen (14) days, or such other period as agreed in the Contract, to conduct an inspection and notify Supplier in writing (with signature) of any claims for damage, defects, shortages, errors in shipping, or rejection of the Goods (in whole or in part). Customer's sole remedy for valid claims within this period is, at the Supplier's choice, repair or replacement of the Goods by Supplier. After expiry of such period, all the Goods shall be deemed irrevocably accepted, and any rights and claims, including warranty rights of the Customer are forfeited, except for defects which were: (1) not detected by the Customer, and (2) not detectable upon proper inspection (hidden defects). Warranty claims for hidden defects shall be governed by the Warranty provisions in Clause 13 of this Part 1.

12.2. Services shall be ready for acceptance upon the earlier of: (a) the completion of the erection or maintenance, repair or modification work on the Customer's equipment or plant, or (b) the date on which commissioning or recommissioning is prevented by circumstances reasonably beyond Supplier's control, as documented in writing by Supplier and informed to Customer. Upon notification by Supplier that the Services are ready for acceptance, Customer or its designated representative shall promptly and in any case not later than five (5) days after such notification, inspect the Services in the presence of Supplier's representative. In case of workshop repair, such inspection shall be held at Supplier workshop. Any deficiencies must be reported to Supplier in writing immediately. Failure by Customer to attend the inspection or to provide such written notice shall constitute acceptance of the Services.

12.3. Unless otherwise agreed in the Contract, costs related to inspections or tests of the Goods and Services shall be borne by the Customer.

**13. Warranty**

13.1. The warranty provisions in this Clause 13 Part 1 apply to Goods. Warranty provisions for Services are as set out in Part 2 Clause 8 of these General Conditions.

13.2. <u>Warranty period</u>

13.2.1. The warranty period for Goods is twelve (12) months, commencing upon delivery in accordance with the applicable Incoterms latest version. If dispatch, taking over, or erection is delayed for reasons beyond Supplier's control, the warranty period shall expire no later than eighteen (18) months after Supplier notifies Customer that the Goods are ready for dispatch.

13.2.2. The warranty period for replaced or repaired parts of Goods shall be twelve (12) months, commencing upon replacement, completion of repair, or taking-over by Customer, whichever is later, but shall not extend beyond twice the original warranty period stipulated in the preceding sub-clause.

13.2.3. The warranty shall be void if Customer or any third party performs unauthorized or improper modifications or repairs to the Goods, or if Customer fails to promptly take all reasonable measures to mitigate damage or defect and allow Supplier the opportunity to remedy any defect.

13.3. Supplier warrants that:

- the Goods will be of the kind and quality as described in the Contract, and
- the Goods will be free in defects in workmanship and material, and
- to the extent required for the functioning of the Goods, will be free of defects in design, provided however that Supplier shall not be liable for the design of the Goods (including but not limited to the selection of material) to the extent such design and/or the selection was undertaken or provided by Customer, end-user or a third party other than a sub-supplier appointed by Supplier.

13.4. All warranty rights are subject to Customer's compliance with Clause 12.1 of this Part 1. If, during the warranty period, the Customer detects that the Goods fail to meet the requirements set out in the Clause 13.3 above, then Customer shall give written and signed notification to Supplier specifying the defect within seven (7) days from detection, or within such other period as agreed in the Contract. Within seven (7) days (or such longer period that is reasonable under the circumstances) of receiving Customer's notice, Supplier shall, at its election, commence the repair, modification, or replacement of the defective part. Customer shall make the Goods, or the defective part thereof, available for correction or replacement. Supplier shall deliver repaired, modified, or replaced parts under the same delivery terms as per original agreed purchase order. For all Goods within the European Union, delivery terms DAP Customer site (Incoterms 2020) shall be applied. Customer shall be liable for all return transportation costs resulting from any warranty claim. Furthermore, Supplier shall be liable for Supplier's own cost incurred because of such action only. In no event shall Supplier be responsible for the cost of providing access to the Goods or the defective part thereof, or cost of disassembly, removal, or reinstallation of any items.

13.5. Supplier's warranty and liability for defects in Goods shall not extend to any deficiencies not demonstrably caused by defective materials, faulty design, or poor workmanship. This includes, but is not limited to, deficiencies resulting from normal wear and tears, improper maintenance, failure to follow operating instructions, overloading, use of unsuitable materials, chemical or electrolytic action, building, erection, or commissioning work not performed by Supplier, or any other causes beyond Supplier's reasonable control. Suppliers expressly disclaim any warranty against erosion, corrosion, or cavitation.

13.6. Correction of nonconformities in the manner and for the period of time provided in this Clause 13 shall constitute fulfilment of all liabilities of Supplier to Customer with respect to defects in Supplies; any other rights and claims (including damage claims), whether based on Contract, negligence or otherwise, shall be excluded. Supplier makes no other warranty or representation in connection with the Goods other than specified in this Clause 13. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY LAW**.

## 14. Limitation of Liability

14.1. Notwithstanding anything to the contrary in the Contract, including all documents making part thereof, and to the maximum extent permitted by law, in no event shall Supplier be liable to the Customer by way of indemnity, or by reason of any breach of Contract or of statutory duty or by reason of tort (including but not limited to negligence) for any direct financial loss, loss of profit, loss of contracts or earnings, delay damages, interruption or loss of production, loss of use or loss of opportunity or business, loss of opportunities, loss of goodwill or reputation, cost of capital, loss of information or data, indirect, punitive, special or consequential damages whatsoever that may be suffered by Customer. Customer further agrees to defend, indemnify, and hold harmless Supplier from any claim made by end-user or Customer's clients for such losses.

14.2. The remedies of the Customer set forth in the Contract are exclusive, and to the maximum extent permitted under applicable law, Supplier's aggregate liability with respect to all claims of any kind whether in contract, indemnity, tort (including negligence), under any warranty, strict liability or otherwise shall not exceed: (i) for all claims related to Goods: 100% of the Contract Price allocated to the Supplies; and (ii) for all claims related to Services: 100% of the Contract Price allocated to the Services. This limitation shall not apply to the extent a claim arises from gross negligence or willful misconduct of the Supplier or from Supplier's liability for personal injuries under applicable product liability laws.

## 15. Jurisdiction and Applicable Law

15.1. The Contract shall be governed and interpreted in accordance with the laws of the State of Texas, without regard to its conflict of law provisions, and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

15.2. All Disputes (as defined below) arising out of or in connection with the present Contract shall be resolved by arbitration in accordance the laws of the State of Texas. All Disputes shall be finally settled under the American Arbitration Association ("Rules") by single arbitrator appointed in accordance with the said Rules. The term "Dispute" is given its broadest possible meaning and includes, without limitation, all causes of action, claims, controversies, demands, and/or disputes of any kind – including those that arose before the effective date of this agreement or any prior agreement or that may arise after the termination of this agreement or after your declaration of bankruptcy - based on any legal or equitable theory (tort, contract, or otherwise) and regardless of the type of relief sought (i.e., monetary, injunctive relief, or declaratory relief) and whether such Dispute is based on a federal or state constitution, statute, ordinance, regulation, contract, or common law. Dispute includes not only any claim, dispute, or controversy directly between Customer and Supplier, but also any such matter with respect to anyone connected with Customer or claiming through Customer. A Dispute includes

initial claims, counterclaims, crossclaims and third-party claims. The language of the arbitration shall be English. The arbitration shall be conducted in Harris County, Texas.

## 16. Regulations in Force in the Country of Destination and Safety Devices

16.1. The Customer shall, at the latest, when placing the order, draw the attention of the Supplier to the standards and regulations applicable to the execution of the Goods and Services, to the operation of the plant as well as to the health and safety of personnel.

16.2. Unless otherwise agreed Goods and Services shall comply with the regulations and standards at the Supplier's place of business at the time of entering the Contract. Additional or other safety devices or standards shall be supplied or complied with to the extent as having been expressly agreed upon.

## 17. Termination of the Contract by the Supplier

17.1. Failure to pay for the Goods or Services for more than fourteen (14) days after the due date shall constitute a material breach by Customer. Supplier is entitled to (i) suspend deliveries and/or Services in case of such breach, and (ii) in the case of Services recall its staff, and (iii) terminate the Contract at any time in whole or in part.

17.2. If Supplier terminates the Contract for Customer's breach, then, without prejudice to any other rights or remedies Supplier may have at law or in equity: (i) Supplier shall be entitled to cease the Services and/or the delivery of the Supplies, and recall its personnel at Customer's expense; (ii) any deposits or advance payments made or due to be made shall be forfeited to Supplier; and (iii) the following amounts shall become immediately due and payable by Customer to Supplier: (a) the price for all Goods delivered up to the effective date of termination (b) payment for all Services already completed, all billable hours worked by Supplier's personnel up to the effective date of termination; (c) reimbursement for all reimbursable expenses incurred by Supplier up to the effective date of termination; and (d) any other loss or damage suffered by Supplier as a consequence of the termination.

17.3. If circumstances unforeseen by Supplier, beyond Supplier's reasonable control, and which Supplier could not reasonably have foreseen, avoided or overcome, render continued performance of the Contract excessively onerous for Supplier, materially alter the nature of the Goods or Services, or significantly impede Supplier's ability to perform, the parties shall negotiate in good faith to amend the Contract to accommodate such circumstances. If the parties fail to reach a mutually agreeable amendment within sixty (60) days, Supplier may terminate the Contract, in whole or in part, upon written and signed notice to Customer. Supplier shall be entitled to payment for all Goods and Services delivered prior to termination. Any claims for damages by Customer arising from such termination are hereby excluded.

## 18. Export Control and Sanctions

18.1. The Supplier confirms its compliance with all applicable export and re-export control laws and regulations and sanctions measures in force during the validity of this Contract, including but not limited to the Export Control Reform Act of 2018 (ECRA), the Export Administration Regulations (EAR), Trading with the Enemy Act, Office of Foreign Assets Control (OFAC), Arms Export Control Act, and the International Traffic in Arms Regulations (ITAR) . The Customer will not export, no re-export, directly or indirectly, any of the Goods to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

18.2. Sanctions

18.2.1. For purposes of the following provision, "**Sanctioned Person**" is a person or entity who has been sanctioned under any laws and/or regulations of any, or all, of the following:

(i) the United Nations;

(ii) the Swiss Confederation;

(iii) the Federal Government of the United States of America; and

(iv) the European Union

including, but not limited to, any laws and/or regulations relating to economic or financial sanctions, sectoral sanctions, trade sanctions, shipping sanctions, export controls, trade embargoes or other restrictive measures (individually and/or collectively, the "**Sanctions**")

18.2.2. The Customer on behalf of its ultimate beneficial owners, affiliates, senior managers/directors/officers, hereby represents and warrants that it is not a designated Sanctioned Person nor a person or entity to which Sanctions apply and that it has not contravened any Sanctions at any time.

18.2.3. In the case of a breach of any of the foregoing representations and warranties, the Supplier shall be entitled to terminate the Contract at any time with immediate effect and without incurring any liability, and the Customer shall indemnify and hold harmless the Supplier from and against all losses arising therefrom.

18.2.4. The Supplier shall further be entitled to terminate the Contract at any time with immediate effect and without incurring any liability to the Customer, if Sanctions are applied to the Customer (including any of its ultimate beneficial owners, affiliates, senior managers/directors/officers) or if it otherwise contravened Sanctions after the Contract has become effective.

18.2.5. Customer shall as soon as reasonably practical notify the Supplier in writing if: (i) at any time during the term of this Contract, there is any fact or circumstance that would give rise to a breach of any of the representations and warranties herein; or (ii) it becomes aware of any breach (or suspected breach) of this Clause.

18.3. No Re-export Clause

18.3.1. The Customer shall not sell, export or re-export, directly or indirectly, to Afghanistan, Belarus, Cuba, Iran, North Korea, Russia, Syria, and/or Ukraine's occupied regions (i.e., Cherson, Crimea, Lugansk, Donetsk, Zaporizhia) (individually or collectively, the "**Territories**") or for use in the Territories, any Goods, Services, software, licenses, as well as related intellectual property supplied under or in connection with the Contract.

18.3.2. The Customer shall undertake its best efforts to ensure that the purpose of Clause 18.3.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers and end-users.

18.3.3. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers and end-users, that would frustrate the purpose of Clause 18.3.1.

18.3.4. Any violation of Clauses 18.3.1, 18.3.2 or 18.3.3 shall constitute a material breach of an essential element of this Contract, and the Supplier shall be entitled to seek

appropriate remedies, including, but not limited to: (i) termination of this Contract at any time; and (ii) damages.

18.3.5. The Customer shall immediately inform the Supplier about any problems in applying Clauses 18.3.1, 18.3.2 or 18.3.3, including any relevant activities by third parties that could frustrate the purpose of Clause 18.3.1. The Customer shall make available to the Supplier information concerning compliance with the obligations under Clause 18.3.11, 18.3.2 and 18.3.3 within two (2) weeks of the simple request of such information.

**19. Code of Conduct**

In performing their obligations under this Contract, the Supplier and the Customer will conduct business in all material respects in compliance with the Burckhardt Compression Code of Conduct.

**20. Data Access**

The Supplier shall have the right at any time and without notice to access the device data (remotely or on site) for the purpose of the Supplier exporting usage, operational and meta data of the Goods ("**Device Data**"). The Customer shall grant the Supplier access to the Device Data as per the Supplier's request. The Customer acknowledges and agrees that the Supplier may use such exported Device Data at its free discretion and for any purpose it sees fit in accordance with applicable laws.

**21. Data Protection**

The Supplier is entitled to process the personal data of the Customer to perform the Contract. Customer hereby consents to Supplier's transfer of such personal data to third parties as required for the performance and maintenance of the Services and the business relationship between the parties. Such processing and transfer shall be conducted in accordance with applicable data protection laws and regulations. Information on data processing can be found in the privacy notice which is available at Privacy Policy.

**22. Software**

If the Goods delivered by the Supplier include software, the Customer is granted a non-exclusive, non-transferable license to use the software solely in conjunction with the Goods, unless otherwise agreed in writing. The Customer is not entitled to copy (except for archival purposes, troubleshooting or to replace faulty data carriers) or to modify the software. Customer may not disassemble, decompile, decrypt or reverse engineering the software without the prior written consent of the Supplier. Suppliers may revoke this license if Customer violates any of these restrictions. For third-party software, the conditions of use of the licensor apply, and the licensor, as well as the Supplier, may also assert a claim in the event of infringement.

**23. Assignment**

Neither party shall assign or transfer any of its rights and obligations, nor delegate any of its obligations under the Contract without the prior written consent of the other party, except for assignment by Supplier to a member of its group and/or a party affiliated with Supplier. The foregoing provision does not restrict Supplier from subcontracting portions of its work scope under the Contract.

**24. Relationship of the Parties**

The Parties are independent contractors. Nothing herein shall be construed to create an agency, partnership, joint venture, or employment relationship. Neither Party may bind the other without express written consent.

**PART 2**

**Supplementary Provisions for Services**

**The provisions of Part 2 of these General Conditions of Contract are supplementary and together with the applicable provisions of Part 1, shall apply when Services are included within the scope of the Contract.**

## 1. Customer Obligations

The Customer shall, at its sole expense, comply with the following obligation in connection with Supplier's provision of Services.

1.1. Regulatory Information: Customer shall promptly (and no later than specified in Supplier's Tender) inform Supplier of all applicable regulations and standards relevant to the execution of the Services, plant operation, and health and safety requirements.

1.2. Preparatory Work: Customer shall ensure that all necessary preparations for the commencement and uninterrupted performance of the Services are completed in a timely manner. This includes but is not limited to, performing all civil engineering and other preparatory work in accordance with any documentation provided by Supplier. In the case of maintenance and repair Services, Customer shall ensure that the relevant machinery is released from operation to facilitate Services. In the case of remote Services, Customer is to ensure that the communication technology is usable and in condition allowing the remote Services to commence. Supplier personnel shall not be deployed until all preparatory work is complete. Customer shall obtain and maintain all necessary entry, exit, residence, work, and other permits required for Supplier's personnel. In case of workshop repair, a detailed delivery notice shall accompany the delivered equipment.

1.3. Safety Measures and Regulations: Customer shall ensure that Supplier's personnel or representatives are always provided a safe and secure work environment while they are on the Site. Customer shall implement all necessary safety measures and inform Supplier of any specific hazards or safety regulations that must be observed. Supplier may refuse or suspend work if the safety of its personnel cannot be guaranteed.

1.4. Assistance in Case of Accident or Illness: Customer shall provide necessary assistance to Supplier's personnel in the event of an accident or illness.

1.5. Storage and Inspection: Customer shall store all delivered machinery, materials, and spare parts to be erected, commissioned, maintained or Serviced in a manner that protects them from damage or deterioration, and transport the same to the place of installation. Prior to commencement of Services, Customer shall, in the presence of Supplier's personnel, inspect such materials for completeness and damage. Any lost or damaged items shall be replaced or repaired at Customer's expense. In case of workshop repair, if the equipment has been delivered without delivery notice, Supplier may store the equipment at Customer's risk and cost.

1.6. Site Access: Customer shall ensure that access routes to the Site are usable and that the Site is in a condition that allows the Services to commence without hindrance, this includes guaranteed access to the communication technology with the required quality in case of remote Services. Customers shall also secure all necessary rights of way.

1.7. Facilities: Customer shall provide, at Customer's own cost, auxiliary facilities and services, as and when requested by Supplier, or as agreed in the erection program; including without limitation:

i) qualified skilled and unskilled workers, including skilled and unskilled labor (e.g., fitters, welders, electricians, masons, painters, sheet metal workers, and assistants) equipped with the necessary tools and equipment. The Customer shall ensure that its employees consider, for the purposes of performing the service, the necessary technical instructions provided by the Supplier, without this entailing any transfer of authority or responsibility. The employees shall remain under the hierarchical authority, supervision, and exclusive responsibility of the Customer in all circumstances, to the exclusion of any relationship of subordination with the Supplier;

ii) heavy lifting, rigging equipment, scaffolding, and stationary machinery, workshop equipment and measuring devices, in good working order, and labor in connection therewith;

iii) transportation for workers and personnel and materials, workshop equipment, and measuring devices;

iv) necessary consumables (e.g., welding gases) installation materials, cleaning supplies, lubricants, and other miscellaneous items required for the Services;

v) utilities, including electrical energy, lighting with necessary connections to the place of erection, commissioning, or maintenance, heating, compressed air, water, steam, and fuels;

vi) platforms, walkways, steps, ladders, or bridges leading to existing installations;

vii) storage facilities for Supplier's tools, equipment, installation materials, and personal effects of its staff;

viii) offices at the Site, equipped with internet, sanitary installations, and first aid equipment;

ix) access to internationally acceptable hygiene facilities and medical services;

x) for remote Services, the communication technology includes as required hardware, software, user rights, licenses, including but not limited to, network connection (WiFi or cellular 3G).

1.8. Tools:

Customer shall also:

i) obtain all necessary permits for the import and export of tools, equipment, and materials, and shall bear any associated costs.

ii) upon completion of the Services, promptly return Supplier's tools and equipment to Supplier's designated location, at Customer's expense if not included in the price.

iii) assume ownership of tools purchased by Customer from Supplier and used by Supplier during the Services upon completion. Unless otherwise instructed, these tools shall be stored at the site at Customer's risk.

1.9. Training of Customer Personnel: Customer shall, where feasible, involve future operating personnel in the erection, commissioning, and testing phases to familiarize them with Supplier's methods and techniques. Suppliers are willing to provide technical instruction for such personnel, if expressly agreed upon in writing. If Customer is unable to provide personnel on the agreed-upon dates for Supplier's training sessions, the training course shall nonetheless be deemed to have taken place, and Customer shall be responsible for payment in full.

1.10. Advisory Services: If the Services are limited to advisory services, Customer shall be solely responsible for providing, at its own expense, all skilled and unskilled labor, equipment, and other resources necessary for the erection, installation, commissioning, trial operation, maintenance, repair and/or modifications of the relevant equipment (as applicable) on the agreed-upon dates.

**2. Customer's Failure to Perform**

If Customer fails to fulfill its obligations in Clause 1 of Part 2, in whole or in part, Supplier may remedy such deficiencies itself or through third parties, at Customer's expense. Customer shall indemnify and hold harmless Supplier against any third-party claims arising from such failures.

**3. Supplier's Personnel**

Supplier reserves the right to substitute its personnel at any time and at its own expense. However, if due to circumstances beyond Supplier's control, its personnel encounter danger at the Site, or are significantly hindered in performing the work, or if they are retained on-site after completion of the work, Supplier shall invoice Customer for waiting time at the applicable hourly/daily rates, plus travel expenses and per diem allowances.

**4. Customer-Directed Services and Working Hours (See Rate Sheet Appendix)**

The following provisions shall apply unless otherwise required by mandatory provisions of applicable law.

4.1. Customer Directed Services: Customer shall not, without Supplier's prior written consent, employ Supplier's personnel for any work outside the scope of the Contract. Even if such consent is granted, Supplier shall not be liable for any work performed by its personnel under Customer's direction.

4.2. Standard Working Hours: Unless otherwise specified in Supplier's Rate Sheet or required by compelling regulations at the erection Site, the normal weekly working time is forty (40) hours and shall be distributed over five working days, Monday to Friday. Should circumstances beyond Supplier's control necessitate shorter working hours, the normal working time shall be invoiced.

4.3. Overtime: Work exceeding the normal weekly or daily working time is considered overtime and requires prior agreement between the Parties.

4.4. Public Holiday Work: Work performed on public holidays recognized in either Customer's or Supplier's country is classified as holiday work and will be invoiced at the applicable rate.

**5. Travel and Waiting Time**

5.1. Travel Time and Equivalents: Travel time, as well as necessary preparation and wrap-up time before and after travel required to fulfill contractual obligations, shall be considered equivalent to working time.

5.2. Travel Time Components: Travel time includes:

i) Time spent traveling to and from the worksite.

ii) Time spent moving into and out of on-site accommodation.

iii) Time spent on official entry and exit formalities

5.3. Additional Travel Time: If suitable accommodation or meal facilities are not available near the work site, any time exceeding thirty (30) minutes per single journey spent traveling between such facilities and the work site shall be charged as working time.

5.4. Travel Expenses: Customer shall reimburse Supplier for all expenses arising from travel and waiting time, including the cost of suitable transportation or car rental, as specified in the Rate Sheet (latest revision as per appendix).

5.5. Waiting Time: If Supplier's personnel are prevented from working due to reasons beyond Supplier's control, or are retained on-site after completion for any reason, Supplier may invoice for such waiting time as working time. Customers shall also reimburse any associated costs. This applies to hours lost due to local public holidays at the worksite.

**6. Rates and Costs – (See Rate Sheet Appendix)**

6.1. Time Sheets: The Customer will review, and sign time sheets submitted by the Supplier's personnel to confirm the work completed. If the Customer does not certify and includes the required signature to the time sheets promptly or designates unqualified personnel to do so, the Supplier's entries will be used for invoicing.

6.2. Rates: The rates specified in the Rate Sheet will apply for regular working hours, overtime, night work, weekend work, holiday work, travel time, and any other time considered equivalent to working time. Travel time will not exceed twelve (12) hours per day. If work is performed under difficult or hazardous conditions, such as at heights, in confined spaces, or requiring special protective gear, an additional surcharge will be applied per hour, as outlined in the Rate Sheet. This is in addition to the standard rates and any costs for board and lodging.

6.3. Travel Costs: The Customer will be invoiced for the cost of travel to and from the project location, as well as any travel within the country, using the mode of transportation chosen by the Supplier. This includes associated costs like insurance, freight, customs duties, baggage fees, passport and visa expenses, work permits, medical examinations, and vaccinations for the Supplier's personnel. Unless exceptional circumstances require otherwise, the following travel classes will be invoiced: business class for air travel, first class for rail and ship, and for private car use, reimbursement will be based on the mileage rate or actual car rental costs, as specified in the Rate Sheet.

6.4. Costs of Board and Lodging (Daily Allowance): The Customer shall provide the Supplier's personnel with suitable, clean, heated/air-conditioned single accommodation and adequate meals near the worksite. If the Customer does not directly cover these costs, the Supplier will invoice the Customer a daily allowance, as detailed in the Rate Sheet, to cover the costs of board and lodging not directly paid by the Customer. This allowance also covers supplementary costs for drinks, laundry, etc. The Supplier reserves the right to adjust these rates if the costs of board and lodging increase before or during the work. This also applies if the quoted daily allowance rates prove to be insufficient.

6.5. Home Leave: If the Supplier's personnel are required to be away from home for an extended period, they are entitled to home leave. The length of absence required for this entitlement is specified in the Rate Sheet. The cost of round-trip travel between the worksite and the Supplier's registered office shall be covered by the Customer. The time spent traveling to and from home, as well as the daily allowance for the duration of home leave, will be invoiced. If conditions at the worksite are allowed, the Supplier's personnel may choose to bring their partners as an alternative to taking home

leave. The associated travel costs with respect to Supplier's personnel home leave, or instead, their respective partner's travel cost, will be invoiced to the Customer.

6.6. Costs for Tools and Equipment: The Supplier is responsible for providing its personnel with a standard set of tools. The cost of any additional tools, equipment, measurement devices, or testing devices will be invoiced according to the rates specified in the Rate Sheet. The usage duration for these items will be calculated from the day they are dispatched from the Supplier's premises until they are returned. If tools or equipment are not returned, the Customer will be invoiced for their replacement cost. The Customer will cover the transportation and insurance costs, as well as any other expenses, duties, or charges related to the delivery and return of tools and equipment from the worksite.

## 7. Lump Sum Price

7.1. Invoicing: For lump-sum Services provided in connection with standard maintenance work, unless otherwise agreed in writing by the parties, the following invoicing terms shall apply:

i) thirty percent (30%) of the total Services price shall be invoiced upon Supplier's confirmation of the order.

ii) the remaining seventy percent (70%) of the total Services price shall be invoiced upon Supplier's completion of the work

7.2. Exclusions: Regardless of whether a lump sum price has been agreed, the following Services and materials shall be invoiced to Customer on a time and materials basis, at Supplier's then-current rates:

i) repair of damage due to the act, error, fault, neglect, misuse, improper operation, or omission of Customer or its employees, contractors, or agents;

ii) repair of damage caused by modifications, alterations, or changes to the equipment by individuals not authorized by Supplier;

iii) repair of damage caused by incorrect power supply, electrical failure, or environmental factors;

iv) repair of damage caused by operation of the equipment other than in accordance with the specifications or instructions provided by Supplier;

v) repair of damage caused by moving, removing, or reinstalling the equipment without authorization from Supplier;

vi) repair of damage due to circumstances beyond Supplier's reasonable control, occurrences not solely attributable to Supplier, or arising from Force Majeure;

vii) supply of accessories, spare parts, consumables, or items not specified with the agreed scope;

viii) work performed outside the agreed service hours;

ix) upgrades, retrofitting, improvements, elective modifications to any part of the equipment, or major equipment modifications;

x) repairing any components that are excluded from the agreed scope of Services;

xi) removing or replacing systems, structures, or other parts of the facilities where equipment is installed.

7.3. Engineering Services: Engineering services pertaining to equipment supplied by Supplier and required in connection with problems arising at the Customer's site will be invoiced separately to Customer at Supplier's then-current rates.

## 8. Warranty for Services

8.1. Warranty: For the warranty period (defined in Clause 8.2 below), Supplier warrants that the Services were performed with standard skill and care, in a proper, workmanlike and professional manner.

8.2. Warranty Period: The warranty period for Services shall be three (3) months from the date of completion of the relevant Service or four (4) weeks after startup of the machinery on which Services has been performed, whatever expires earlier provided that if the Services are interrupted due to reasons specified in Clause 10.4 of Part 1, the warranty period for work completed prior to the interruption, shall start no later than three (3) months after the interruption begins. Reperformed Services shall be covered by a warranty equivalent to the remaining period of the original warranty for the Services.

8.3. Notification and Remedy for defects: During the warranty period, Customer shall immediately notify Supplier in writing with signature of any defects in the Services. Subject to Clause 8.5 of this Part 2 and provided that such defects are notified to Supplier in writing immediately upon their discovery, Supplier shall rectify the defects by reperforming the defective Services. When reperforming the Services, Supplier shall not be responsible for the cost of opening and closing of machinery, any removal of systems, structures or parts of the related facility, nor for the installation of repaired or replaced parts that are no longer under warranty. To the extent that the Customer makes an invalid warranty claim, it shall reimburse Supplier for that work at Supplier's standard rates.

If the Supplier fails to remedy a defect in the Services within a reasonable time after receiving written notice from the Customer, the Customer may terminate the Contract with respect to the defective Services and shall be entitled to a refund of the price paid (if any) for such defective Services. Notwithstanding any other provision of the Contract, if the Customer elects to terminate in accordance with this provision, damages for such termination shall not exceed ten percent (10%) of the price paid for the defective Services.

8.4. Supplier's Responsibility for Supervision: For purposes of the Contract, "**Supervision**" means the act of overseeing, giving instructions, or providing guidance (e.g., on the sequence of steps involved in erection, commissioning, or repairs, as relevant to the scope of Services), and/or feedback on work conditions, methods, and procedures at the job site, in each case in an advisory capacity only. Supervision does not include responsibility for the actions or results of the work performed by Customer's personnel or third parties. To the fullest extent permitted under applicable law, Supplier shall only be liable for deficiencies in work performed under its supervision by Customer's personnel or third parties, if and to the extent such deficiencies are directly caused by the gross negligence or willful misconduct of Supplier's personnel while providing such supervision. In addition, Supplier's review and/or translation and conversion of design information and interface prepared by Customer shall not transfer to Supplier the responsibility for the correctness and accuracy of the work performed by Customer and/or third parties.

8.5. Warranty Exclusions:

Supplier shall not be liable for defects in Services caused by:

a) normal wear and tear;

b) improper operation of the machinery, including but not limited to excessive loading, use of unsuitable

materials, or failure to follow operating instructions;

c) improper maintenance by Customer;

d) chemical reactions, corrosion, or improper grounding;

e) unsatisfactory foundation, building, or erection work not performed by Supplier;

f) improper storage or preservation by Customer;

g) defects in parts or components not supplied or installed by Supplier;

h) modifications, repairs or alterations done by Customer or third parties unauthorized by Supplier;

i) Customer's failure to take immediate and appropriate measures to mitigate damages;

j) Customer's failure to fulfill its obligations under the Contract;

k) unauthorized commissioning or recommissioning by Customer or a third party; or

l) other causes beyond Supplier's control.

8.6. Exclusive Remedies: Correction of nonconformities in the manner and for the period of time provided in Clause 8.2 of this Part 2 shall constitute fulfilment of all liabilities of Supplier to Customer with respect to defects in Services; any other rights and claims (including damage claims), whether based on Contract, negligence or otherwise, shall be excluded to the extent permitted by law. Supplier makes no other warranty or representation to the Services other than specified in this Clause 8. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE EXTENT PERMITTED BY LAW.**

## 9. Suspension for Causes Beyond Supplier's Control

If the installation work by Customer and/or the Services are suspended for a cause not attributable to Supplier:

(i) Customer shall be entitled to request the withdrawal of Supplier's personnel, provided that Customer reimburses Supplier for all reasonable expenses resulting therefrom.

(ii) Supplier shall be entitled to recall its personnel at Customer's expense if the suspension of installation work or Services exceeds a period of four (4) weeks.

(iii) If Supplier's personnel are withdrawn or recalled, the Contract shall not be terminated, but its performance shall be suspended until Customer requests the return of Supplier's personnel to the Site by providing at least eight (8) weeks' prior written notice or as otherwise agreed upon by the parties.

(iv) If the suspension of the installation work or Services exceeds three (3) months, Supplier shall have the right to terminate the Contract upon written and signed notice to Customer, without incurring any liability to the Customer.

## 10. Customer Training - Cancellation of the Contract by Customer

10.1. Cancellation Fees:

(i) Cancellation within one (1) to ten (10) business days prior to training date: 75% of the agreed amount shall be paid by the Customer.

(ii) Cancellation within eleven (11) to twenty (20) business days prior to training date: 50% of the agreed amount shall be paid by the Customer.

(iii) Cancellation before twenty (20) business days prior to training date: No charge.

(iv) Incurred travel and/or travel cancellation costs of trainer (for on-site training) caused by training cancellation by the Customer, shall be paid by the Customer.

10.2. Rescheduling Fees:

(i) Rescheduling within (1) to ten (10) business days prior to training date: 50% of the agreed amount shall be paid by the Customer.

(ii) Rescheduling within (11) to twenty (20) business days prior to training date: 25% of the agreed amount shall be paid by the Customer.

(iii) Rescheduling before twenty (20) business days prior training date: No charge.

(iv) Incurred travel and/or travel cancellation costs of trainer (for on-site training) caused by training rescheduling by the Customer, shall be paid by the Customer.

10.3. Once the offer has been submitted to Customer, the required training dates will be provisionally reserved. Dates of the training are finalized upon Supplier's confirmation of the purchase order. If Customer fails to finalize the purchase order in time, Supplier has the right to withdraw its offer without any compensation being due to the Customer.

## 11. Special terms for remote Services

11.1. To provide remote Services to Customer, Supplier may provide devices to Customer which Supplier manages ("**Managed Devices**"). Ownership of the Managed Devices shall remain vested in the Supplier and Customer shall return the Managed Devices to Supplier upon first demand by the Supplier. The risk of loss of damage to the Managed Devices shall pass to Customer on delivery of the Managed Devices.

11.2. The Managed Devices use third-party software licensed by software providers ("**Software Providers**") to enable Supplier to provide the remote Services to Customer.

11.3. Some remote Services may require or may be enhanced by Apps on the Managed Device. The Apps may collect diagnostic data about the use and performance of the Apps and/or the Managed Device, which may be transmitted to Supplier and/or Software Provider.

11.4. Suppliers and/or Software Providers shall access the Managed Devices from time to time to update, modify, or otherwise change the condition of the Managed Device. Where the Managed Devices do not contain the latest condition, such Managed Devices shall be updated prior to commencing the remote Services. Customers must not reset, modify, reprogram, or otherwise change a Managed Device and/or the software contained on the Managed Device.

11.5. To access the remote Services on the Managed Devices, each Customer personnel requiring access ("**User**") must apply for a log-in ("**Log-In**"). Log-In is valid for the term. Users shall always keep their Log-In credentials such as username and password confidential and must not disclose and/or transfer them to other Customer personnel and/or third parties. If Customer requires third parties to participate in the remote Services, such third party must conclude a Contract to that effect with the Supplier. Customer shall immediately

inform Supplier of any changes in User status requiring the deactivation or other of a Log-In.

11.6. By accessing the remote Services using the Log-In, the User confirms to have read, understood and agreed to the terms of use as contained herein as well as to the terms of use imposed by the Software Provider.

11.7. Users may not use a remote Service (i) to violate the rights of others, (ii) to try to gain unauthorized access to or disrupt any service, device, data, account or network, (iii) to spam or distribute malware, (iv) in a way that could harm the remote Service or impair anyone else's use of it, (v) in any application or situation where failure of the remote Service could lead to the death of or bodily injury to any person, or to environmental damage ("**High-Risk Use**"), (vi) to encourage or assist in any of the above, or (vii) in any other way prohibited by law, regulation, governmental order or decree. Without prejudice to any other provisions, rights or remedies under the Contract or law, violation of the acceptable use policy will result in suspension of the remote Service and/or user-deactivation.

11.8. Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The remote Services are not designed or intended to support any High-Risk Use. Accordingly, it is within Customer's responsibility to ensure that an interruption, defect, error, or other failure of the remote Services does not endanger people, the environment, or property. Customer's High-Risk Use of the remote Services is at its own risk.

11.9. Where the Software Provider terminates or modifies a product for any reason and such termination or modification results in the Remote Services being unusable, Customer shall have the right to terminate such part of the Contract, provided however that Supplier shall be given a period of ninety (90) days to remedy the situation first.

## 12. Customer Liability for Damages

12.1. Damage Caused by Customer's Personnel: Customer shall be liable for any damage caused by its personnel, even if Supplier's personnel are directing or supervising the work, unless it is proven that the damage was directly caused by the gross negligence or willful misconduct of Supplier's personnel in providing instructions or supervision.

12.2. Damage Caused by Customer-Provided Resources: Customer shall also be liable for any damage resulting from deficiencies in tools, equipment, or materials provided by Customer, even if used by Supplier's personnel without complaint, unless such deficiencies would have been readily apparent upon reasonable inspection.

12.3. Indemnity: Customer shall indemnify and hold Supplier harmless from any third-party claims, losses, damages, or expenses arising from or relating to the damage described in Clauses 12.1 and 12.2 of this Part 2.