
GENERAL CONDITIONS FOR THE SUPPLY OF PRODUCTS AND SERVICES

I. GENERAL

1. The scope of deliveries and/or services and works (hereinafter referred to as **"Delivery"** or, as the case may be, **"Deliveries"**) shall be determined by the mutual written declarations of both Parties (hereinafter referred to as **"Contract"**). General conditions of business of the Purchaser shall apply only if and when expressly accepted by the supplier/provider (hereinafter referred to as **"Supplier"**) in writing.
2. Partial Deliveries shall be allowed insofar as they are appropriate in consideration of both the Purchaser's and Supplier's interests.
3. The obligation of the Supplier to fulfill the Contract is under the proviso that all applicable export control, customs, embargo rules or other compulsory rules are fulfilled.
4. Where the Purchaser is a competitor to the Supplier (in whatever field of business), the Purchaser and the Supplier undertake to comply strictly with applicable antitrust rules and regulations and shall not in particular, discuss in the course of the present cooperation any other topics than those directly related to the subject matter of this Contract.

II. INTELLECTUAL PROPERTY RIGHTS / COPYRIGHTS

1. The Supplier herewith reserves any intellectual property rights, in particular patent rights, copyright and any unregistered proprietary rights in the information contained in its cost estimates, drawings and other documents (hereinafter referred to as **"Documents"**). Purchaser may only use the Documents and other information for the purpose for which it was provided, such as: the operation and maintenance of the plant where the Deliveries may be installed, used or integrated. The Documents must not be used for any other purpose. In particular they must not be used for other plants than that for which the Deliveries are determined or for production or reproduction of the Deliveries or parts of them. This includes copying the Deliveries on the basis of the originals and the production of parts and devices. The Documents shall not be made accessible to third parties without the Supplier's prior written consent and shall, upon request, be returned without undue delay to the Supplier if the contract is terminated or not awarded to the Supplier. This article shall apply mutatis mutandis to documents of the Purchaser; these may, however, be made accessible to third parties to whom Deliveries have been rightfully assigned by the Supplier.
2. The Purchaser shall have the non-exclusive, non-transferable, non-sublicensable right to use standard software, provided that it remains unchanged, is used within the agreed performance parameters, and with respect to the agreed equipment. No express agreement shall be necessary for the Purchaser to make two back-up copies.

III. PRICES AND TERMS OF PAYMENT

1. Prices shall be ex-works and exclude packaging, turnover and value added and similar taxes and fees which arise from the conclusion of the contract or the associated works. Purchaser shall reimburse the Supplier for all those taxes and fees, which the Supplier and its sub suppliers have to pay.
2. Prices and time for Delivery shall be based on the applicable laws, technical codes and standards and the state of the art at the date of contract signature. The consequences of possible subsequent changes shall not be included in the prices or time of Delivery and shall be subject to Clause XVII below.
3. If the Supplier is also responsible for assembly or erection, and unless otherwise agreed, the Purchaser shall pay the agreed remuneration and any incidental costs required, for example travel costs, costs for the transport of tools and equipment, and personal luggage as well as accommodation allowances.
4. All payments shall be effected free of charge and without any deduction to the Supplier's bank account.
5. The Purchaser may set off only those claims that are undisputed or against which no recourse is possible.
6. If Purchaser is in delay with payment in whole or in part, Supplier is entitled – notwithstanding all his other rights - to interest for delay of 8 % (eight per cent) per annum pro rata above the annual base borrowing rate of the European Central Bank from the beginning of the delay insofar as the Supplier does not prove a higher damage.

IV. RETENTION OF TITLE

1. Items forming part of the Delivery ("Retained Goods") shall remain the property of the Supplier until the Purchaser has paid to the Supplier the price for the Delivery as well as all further monetary claims of the Supplier against the Purchaser in connection with the Delivery (retention of title). For the duration of the retention of title, the Purchaser is at his expense obliged to maintain the Retained Goods and to insure them for the benefit of the Supplier against theft, damage, fire, water and other risks. The Purchaser shall take all measures to ensure that the Supplier's title to the items in question is not lost, impaired or encumbered. If the Supplier loses the ownership of the Retained Goods, for example due to applicable laws, the Purchaser shall arrange that the Supplier is granted a lien on the sold Retained Goods until the price is paid and all other obligations of the Purchaser under this Contract are fulfilled. The Purchaser herewith authorizes the Supplier, to effect or to have effected all registration procedures or entries required by law concerning the retention of title or the lien in the respective public registers, books or similar records in accordance with all required formalities at the expense of the Purchaser. If the combined value of the collateral granted pursuant to the provisions above exceeds the value of all secured claims of the Supplier by more than 10 % (ten per cent), the Supplier shall release, on a pro-rata basis, the collateral if so requested by the Purchaser.
2. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall be possible only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.
3. The Purchaser shall inform the Supplier forthwith of any seizure, confiscation or any other act of intervention by third parties which may have the effect that the Supplier loses the ownership or a lien on the Retained Goods.
4. Where the Purchaser fails to fulfill its obligations, including failure to make due payments, the Supplier shall be entitled to rescind the contract and take back the Retained Goods. In this case, the Purchaser shall give back the Retained Goods. Taking back the Retained Goods, or claiming the rights related to the retention of title does not require a rescission of the contract. Such actions or a seizure executed by the Supplier must not be interpreted as a rescission or termination of the contract, unless the Supplier declared this explicitly. The Purchaser shall be liable for the costs incurred by the Supplier due to rescission.

V. TIME FOR DELIVERY; DELAY

1. Time-limits set for Delivery can only be observed if all Documents to be supplied by the Purchaser, necessary permits and releases, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. Unless these conditions are fulfilled in time, time limits shall be extended appropriately; this shall not apply where the delay is solely attributable to the Supplier.
2. If non-observance of the time limits is due to a force majeure event, which means obstacles or circumstances the Supplier cannot – within reasonable diligence – influence, or due to strike or lockout, the duty to fulfill the Contract is temporarily suspended and the period of delivery is extended by the duration of the force majeure event, the strike or the lockout and the consequences arising therefrom.
3. If a force majeure event, a strike or a lockout lasts longer than 30 (thirty) days, the Supplier is entitled to payment by the Purchaser of the price for the Deliveries that have been effected until the force majeure event occurred and to reimbursement of the unavoidable costs incurred in connection with the performance of the Contract, such as costs incurred by the contracting of subcontractors. The right to terminate the Contract in accordance with Article XV. No. 2 d) remains unaffected.
4. Force majeure events for the purposes of this Contract are in particular natural disasters or other events such as but not limited to epidemics, nuclear incidents, fire, explosion, flooding, storm, earthquake, acts or omissions of civil or military authorities, restraints of foreign exchange, revocation or suspension of export or import licenses or governmental privileges, allocation or restraints in use of material or manpower, war (with or without declaration of war), rebellion, sabotage, revolution or terrorist attack even if their occurrence only impends, shortage of means of transport such as trucks, railway carriages, ships, planes, shortage of fuel or energy and delays or accidents in connection with the dispatch or transport.
5. If a delay is solely attributable to the Supplier and the Purchaser can prove that he has suffered a loss therefrom, the Purchaser may claim a compensation of 0.5% (zero point five per cent) for every completed week of delay, but in no case more than a total of 5% (five per cent) of the price of that part of the Delivery which could not be put to the intended use because of the delay. The payment of this compensation shall be the sole and exclusive remedy for the Purchaser in case of delay.
6. Purchaser's claims for damages exceeding the limits specified in No. 5 above shall be excluded in all

cases of delayed Delivery even upon expiry of a time limit set to the Supplier to effect the Delivery. If a delivery deadline is agreed upon and the Supplier is in delay, the Purchaser does not waive the Delivery.

7. If dispatch or shipment is delayed for reasons not attributable to the Supplier by more than one month after notice of the readiness for dispatch was given, the Purchaser may be charged, for every month commenced, storage costs of 0.5% (zero point five per cent) of the price of the items of the Delivery. The Parties to the Contract may prove that higher or, as the case may be, lower storage costs have been incurred.
8. If the delay of delivery is attributable to the Purchaser, the Purchaser shall reimburse all additional costs incurred because of the delay.

VI. TRANSFER OF RISK

1. Even where Delivery has been agreed with shipment cost borne by the Supplier, the risk of accidental loss or damage shall pass to the Purchaser as follows:
 - a) if the Delivery does not include assembly or erection, at the time when the Delivery is picked up by the Purchaser in the works of the Supplier. Upon request of the Purchaser, the Supplier shall insure Deliveries against the usual risks of transport at the expense of the Purchaser;
 - b) if the Delivery includes assembly or erection, at the day of completion of the assembly or erection at the place of destination or, if so agreed, after a fault-free trial run.
2. The risk shall pass on to the Purchaser on the dates as foreseen in No. 1, if collection, dispatch, shipping, the start of performance or completion of assembly or erection, or the trial run is delayed for reasons attributable to the Purchaser or if the Purchaser has otherwise failed to accept Delivery.

VII. DELIVERIES OUTSIDE THE WORKS OF THE SUPPLIER

Unless otherwise agreed in writing, assembly and erection and other services including warranty work, which are performed outside the works of the Supplier shall be subject to the following provisions:

1. The Purchaser shall provide at its own expense and in good time:
 - a) that all permits necessary for the performance of the Deliveries are granted and available,
 - b) the unrestricted access to the area of work and to the Deliveries including in particular the provision of access and security cards,
 - c) comprehensive support for import, export and customs clearance of personal belongings of the personnel of the Supplier, its sub-suppliers and of all tools and goods which are necessary for the Deliveries,
 - d) as far as necessary, comprehensive support of the personnel of the Supplier, its sub-suppliers for the procurement of Visa, work and residence permits for entry into the country and for the procurement of the necessary permits on leaving the country,
 - e) assistance in repatriation of the personnel of the Supplier, his sub-suppliers in cases of emergency, for example war, civil war, political turmoil or epidemics,
 - f) all earth and construction work and other ancillary work outside the scope of the Supplier, including the necessary skilled and unskilled labor, construction materials and tools,
 - g) the equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels and lubricants,
 - h) electric power and other energy as well as water at the point of use including connections, heating and lighting,
 - i) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the erection personnel, including sanitary facilities as are appropriate in the specific circumstances. Furthermore, the Purchaser shall take all measures he would take for the protection of its own possessions to protect the possessions of the Supplier and of the erection personnel at the site,
 - j) protective clothing and protective devices needed due to particular conditions prevailing on the specific site,

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- k) that the area of work is free from any health and safety risks, which go beyond that what is normal and usual for the type of Deliveries to be performed by the Supplier,
 - l) all necessary measures for the protection of health and safety of the personnel of the Supplier and his sub-suppliers and
 - m) all necessary measures of decontamination and radiation protection insofar as they are necessary for the fulfillment of the Supplier's contractual obligations. This includes the decontamination of devices or tools of the Supplier, which were used for the fulfillment of these obligations.
2. If site or activity related health and safety risks – for example due to asbestos – are identified or if there is a reasonable suspicion that such risks exist or arise during the performance of the Contract or if the Purchaser does not fulfill his obligations under No. 1 j), k), l), or m) of this Article VII., notwithstanding other claims, the Supplier is entitled to suspend the performance of the Contract until the health and safety risk is permanently eliminated, the reasonable suspicion is proven to be ungrounded or protective or preventive measures agreed between the parties are adopted.
 3. Before the erection work starts, the Purchaser shall, unsolicited at its own expense, make available to the Supplier all necessary information, such as information concerning the location of concealed electric power, gas and water lines or of similar installations as well as the necessary data on statics and on the composition of the ground.
 4. Prior to assembly or erection, the Purchaser has to ensure at its own expense that the materials and equipment necessary for the work to start are available on the site of assembly/erection and any preparatory work has advanced to such a degree that assembly/erection can be started as agreed and carried out without interruption. Access roads and the assembly/erection site itself must be at level and clear.
 5. If assembly, erection or commissioning is delayed due to circumstances beyond the Supplier's control, the Supplier is entitled to a reasonable adaption of the deadlines, the price and other stipulations of the Contract affected thereof.
 6. For Deliveries, remunerated on the basis of time, material and other expenditures, the Purchaser shall, upon request by the Supplier, attest at weekly intervals the hours worked by the erection personnel and he shall upon request by the Supplier immediately confirm in writing the completion or progress of assembly, erection or commissioning.
 7. The Purchaser shall dispose of all waste occurring on the site in time and in compliance with all applicable laws. Furthermore the Purchaser shall in time and in compliance with applicable laws dispose of his installations or parts thereof which are or become waste that requires particular surveillance. Notwithstanding the abovementioned, the Supplier is obliged to pay the Purchaser the additional costs for disposal of waste negligently caused by the Supplier on the site of the Purchaser, insofar as these costs are considerable. In any case the Purchaser is at its own expense responsible for decontamination and/or disposal of radioactive materials or waste.

VIII. ACCEPTANCE

1. Upon request of the Supplier, the Purchaser shall at each time separately declare acceptance after performance of the planning, a factory acceptance test, the erection, assembly, commissioning and the performance tests.
2. Notwithstanding the provisions in this Article VIII. the Purchaser shall declare acceptance of the Deliveries upon request of the Supplier, except in the case where a Delivery has major defects or major parts of the Delivery are missing and the Purchaser informs the Supplier thereof in writing immediately after receiving the Delivery. Consequently, minor defects of the Delivery shall not entitle the Purchaser to withhold acceptance of the concerned Deliveries.
3. After receipt of the Deliveries and the shipping papers, the Purchaser shall check the Deliveries and inform the last carrier in writing – sending a copy to the Supplier – about transport damages or other complaints concerning transport and the Purchaser shall take evidence of damages or complaints and document them with photographs.
4. If after completion the Supplier requests acceptance of the Delivery or parts thereof, the Purchaser shall declare acceptance in writing within 2 (two) weeks after the request. Otherwise acceptance is deemed to have taken place. Acceptance likewise is deemed to have taken place if the Purchaser takes the Deliveries into commercial use or rejects acceptance but does not within the abovementioned two weeks

period provide reasons for its denial in writing. The reasons to be provided by the Purchaser have to include at least explanations as to which Delivery or which parts thereof the Purchaser does regard as significantly deficient or not completed and why the Purchaser is of this opinion.

5. The Purchaser must not deny acceptance of the Deliveries
 - a. because of defects that only negligibly impair the use of the respective Delivery,
 - b. because of minor deviations from the technical description,
 - c. in case of improper assembly or erection of the Deliveries by a party different from the Supplier, or
 - d. due to defects caused by insufficient foundations or extraordinary external influences which, concerning the Deliveries, were not indicated explicitly to be taken into consideration.
6. Acceptance may not be finally rejected, unless the defect cannot be remedied and the Supplier has clearly denied remedying the defect.
7. If the Delivery or a part thereof are completed or ready for delivery and if they - for reasons not attributable to the Supplier – cannot be delivered or commissioned, acceptance is deemed to have taken place, once the Supplier has informed the Purchaser of his readiness to ship or to putting into operation.
8. In any case acceptance is deemed to have taken place if the Purchaser does not attend acceptance proceedings described in this Contract or once the Purchaser puts the Deliveries into commercial operation.
9. All costs and expenditures for actions taken by the Supplier or third parties in connection with examinations, checks, permits, acceptance proceedings and the like have to be borne by the Purchaser.

IX. DEFECTS AS TO QUALITY

1. The Supplier shall be liable for defects as to quality (hereinafter referred to as “**Defects**”, or as the case may be “**Defective**”) as follows:
 - a) where all Deliveries or parts thereof become defective and a notice of the specific Defect is given by the Purchaser to the Supplier, both within the limitation period as defined in Art. IX.1.c), the Supplier shall, at its discretion, repair, replace or provide such Deliveries again free of charge, provided that the reason underlying the Defect had already existed at the time when the risk passed (Art. VI. TRANSFER OF RISK).
 - b) The Purchaser and the Supplier agree that the Supplier only warrants that the Deliveries have the properties, and are suitable for the use which are explicitly described by the Supplier in his offer. No other warranty with respect to the quality of the Deliveries is provided by the Supplier. The Supplier in particular neither warrants that the Deliveries are suitable for usual utilization, nor that the Deliveries have such properties which are usual for Deliveries of the same nature or which the Purchaser could expect according to the nature of the Delivery. The Purchaser and the Supplier agree that all descriptions of the Deliveries, all performance specifications, all specifications and features in this offer including its attachments and enclosures do not contain any implied guarantees.
 - c) Claims based on Defects are subject to a limitation period of 12 (twelve) months. This limitation period shall begin with the delivery of the purchased goods or with acceptance of the works or at the time of the deemed acceptance as defined in Art. VIII (ACCEPTANCE), as the case may be, and shall, also for re-performed, repaired or replaced Deliveries, in no case exceed 24 (twenty four) months from the beginning of the initial limitation period.
 - d) The Purchaser shall notify a Defect to the Supplier in writing and without undue delay after its discovery.
 - e) In the case of notification of a Defect, Purchaser's payments may be withheld to a reasonable extent taking into account the Defect. The Purchaser, however, may withhold payments only if the subject matter of the written notification of the Defect is justified beyond doubt. Unjustified notifications of Defect or notifications - which upon investigation prove to be such - shall entitle the Supplier to have its expenses reimbursed by the Purchaser.
 - f) The Supplier shall first be given the opportunity to re-perform (including repair or replacement) within a reasonable period of time.
 - g) If supplementary performance after the second attempt is still unsuccessful, the Purchaser shall be entitled to terminate the contract or to reduce the remuneration. He may claim damages – if any – only within the limits described in Article XII (OTHER CLAIMS FOR DAMAGES). The Purchaser is

not entitled to reimbursement for expenses incurred through such unsuccessful supplementary performance.

2. The Supplier shall not be liable for claims based on Defect
 - a) in cases of insignificant deviations of the Deliveries from the agreed quality or of only minor impairment of usefulness or of natural wear and tear,
 - b) in cases of Defects to component parts, apparatuses or services which have been provided by the Purchaser except if the Supplier has explicitly committed himself in the Contract to remedy this Defect.
 - c) in cases of Defects to consumables or wear and tear parts which are to be replaced regularly after transfer of risk because of wear and tear,
 - d) for damages arising from faulty or negligent handling, excessive strain, unsuitable equipment or any other inappropriate use by the Purchaser or any third party,
 - e) if the Purchaser cannot prove that he has complied with the instructions of the operation and maintenance manual or other documents of the original manufacturer and the Supplier,
 - f) if the Purchaser or a third party carries out modifications to, or repair work on the Deliveries,
 - g) if the Purchaser does not notify the Supplier of a defect occurring within the limitation period immediately after he has discovered it or after he should have discovered it exercising reasonable diligence,
 - h) if the Purchaser did not take all measures necessary to keep the damage as small as possible,
 - i) if the Purchaser has prevented the Supplier from remedying the Defect,
 - j) in cases of non-reproducible software errors, errors in shareware, freeware or open source software, or
 - k) in cases of damage caused by inappropriate foundation soil or from particular external influences not assumed under the Contract.
3. The Purchaser shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel and transport, labor, and material, to the extent that his expenses become higher because the subject-matter of the Delivery was subsequently brought to another location than the Purchaser's business establishment.
4. The Purchaser's right of recourse against the Supplier is limited to the claims based on Defects defined in this Article IX. (DEFECTS AS TO QUALITY).
5. The Purchaser shall ensure at its own expense access to the site, area of work and the material for work related to remedying Defects.
6. The Purchaser shall ensure at its own expense the disposal of parts and materials arising from work related to remedying Defects.
7. The Purchaser shall ensure at its own expense all necessary decontamination related to work related to remedying Defects.
8. Any claims for Damages based on Defects are subject to Article XII (OTHER CLAIMS FOR DAMAGES).
9. Other or further claims based on a Defect, of the Purchaser against the Supplier or its agents than those explicitly provided for in this Article IX. are excluded.
10. Purchaser's right of substitute performance under Art. 366 para. 2 Code of Obligations is excluded.

X. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT; DEFECTS OF TITLE

1. Unless otherwise agreed, the Supplier shall supply the Delivery free from third parties' industrial property rights and copyrights (hereinafter referred to as "IPR") with respect to the country of the place of destination. If a third party lodges a justified claim against the Purchaser based on an infringement of an IPR with respect to a Delivery made by the Supplier and then used in conformity with the Contract, the Supplier shall be liable to the Purchaser within the time period stipulated in Article IX. No. 1 c) as follows:
 - a) The Supplier shall choose whether to acquire, at its own expense, the right to use the IPR with respect to the Delivery concerned or whether to modify the Delivery such that it no longer infringes the IPR or replace it. If this would be unreasonable to demand from the Supplier, the Purchaser may withdraw from the Contract or reduce the contract price pursuant to the applicable statutory

provisions. The Purchaser is not entitled to reimbursement for expenses incurred due to unsuccessful performance.

- b) The Supplier's liability to pay damages shall be governed by Article XII.
 - c) The above obligations of the Supplier shall not apply unless the Purchaser (i) immediately notifies the Supplier of any such claim asserted by the third party in writing, (ii) does not concede the existence of an infringement, (iii) provides the Supplier with the necessary power of attorney, information and support in order to repel the claim or to solve the dispute in another appropriate way, and (iv) leaves any protective measures and settlement negotiations to the discretion of the Supplier. If the Purchaser stops using the Delivery in order to reduce the damage or for other good reason, he shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
2. Claims of the Purchaser shall be excluded if he is itself responsible for the infringement of an IPR.
 3. Claims of the Purchaser shall also be excluded if the infringement of the IPR was attributable to specifications made by the Purchaser, to a type of use not foreseeable by the Supplier or to the Delivery being modified by the Purchaser or being used together with products not provided by the Supplier.
 4. Where other defects of title occur, Article IX (DEFECTS AS TO QUALITY) shall apply mutatis mutandis.
 5. Subsequent and/or other claims by the Purchaser against the Supplier and/or its agents based on a defect in title not provided for in this Article VIII are excluded.

XI. IMPOSSIBILITY OF PERFORMANCE; ADAPTATION OF CONTRACT

1. To the extent that Delivery is impossible, the Purchaser shall be entitled to claim damages, provided that the impossibility is attributable to the Supplier. The Purchaser's claim for damages shall, however, be limited to an amount of 10% (ten per cent) of the value of the part of the Delivery which, due to the impossibility, cannot be put to the intended use. The compensation due under Article V. No. 3. shall be deducted from the claim for damages.
2. If Delivery is temporarily not possible, Article V (TIME FOR DELIVERY; DELAY) shall apply.
3. The Supplier shall be entitled to a reasonable adjustment of the Contract in case, after the submission of the offer, changes in the applicable laws, technical codes and standards, safety or security rules, decisions or requirements of authorities or courts or the state of the art impact the obligations of the Supplier; especially when the economic significance or the contents of the Delivery are affected or the Supplier's business is impaired.
4. The Supplier shall be entitled to a reasonable adjustment of the Contract in cases of force majeure, strike or lockout according to Article V (TIME FOR DELIVERY; DELAY).
5. An adjustment in the meaning of the above No. 3 and 4. includes - according to the individual circumstances - the adjustment of the contract price and the modification of the time for delivery or completion.

XII. OTHER CLAIMS FOR DAMAGES

1. Supplier's aggregate total liability (encompassing all liabilities and remedies) arising out of or in connection with this Contract based on whatever legal reason, including breach of obligations or duties arising out of or in connection with the Contract, or tort, shall be limited to the Price of the Deliveries.
2. The Supplier is not liable for
 - a) Indirect or consequential damage or loss of production, loss of use, loss of profit, loss of opportunity, loss of information or data, stoppage of energy production or distribution, cost of replacement energy
 - b) claims by Purchaser based on claims by his customers or other suppliers.
3. Supplier shall only be liable for loss or damage in case of fault.
4. In case Supplier has agreed to payment of a penalty, then this penalty shall only be payable if actual damage has been incurred. The payment of a penalty shall be the sole and exclusive remedy for Purchaser in such case of nonconformance.
5. Purchaser shall hold Supplier harmless for any claims based on any emissions and Environmental harm caused by the fulfillment of the Contract.

6. All liability of the Supplier arising out of this Contract ends upon expiry of the limitation period for Defects set out in Article IX. 1c) and the total cumulative liability of the Supplier shall in no case exceed the respective Price of the Deliveries.
7. Nuclear third party liability shall be in accordance with the statutory requirements. The Purchaser waives any claims against the Supplier for any damage incurred through a nuclear incident. If the Deliveries are intended for a plant of the Purchaser which constitutes a nuclear facility, the Purchaser also indemnifies the Supplier from claims by third parties for any damage incurred through a nuclear incident when property of the said third parties is at the Purchaser's nuclear facility. The Purchaser shall in no case make representations designating the Supplier as owner or operator of the nuclear facility and the Supplier shall under no circumstances be deemed owner or operator of the nuclear facility.
8. If the Deliveries executed by the Supplier are dispatched to a nuclear facility - either by the Supplier, the Purchaser or a third party – which is not the property of the Purchaser, the Purchaser holds harmless and indemnifies the Supplier from all claims made by third parties (including the owner and the operator of such nuclear facility) owing to nuclear on-site property damage as well as from claims by third parties who's property is present at the nuclear facility.
9. The above liability regulations shall apply also to the benefit of all subcontractors and subsuppliers of the Supplier as well as their personnel and their respective subcontractors and sub-suppliers of any tier, including their personnel.
10. The limitations and exclusions of liability contained in these conditions shall apply to the largest legally permitted extent, also to damages caused by auxiliary persons, including sub-suppliers, of the Supplier.

XIII. CONFIDENTIALITY

1. Any information and data of a confidential nature, including, but not limited to, technical, research, developmental, manufacturing, operating, performance, cost, or process information and know-how, samples, models, apparatus, if any, and all data bearing media containing such information and techniques (hereinafter referred to as "**Confidential Information**") which are made available by Supplier pursuant to this Contract shall not be copied or disclosed to any third party by the Purchaser without the express prior written consent of Supplier. Purchaser shall ensure that his employees only receive Confidential Information on a need-to-know basis who must be adequately informed of the obligations of Purchaser and who are bound to confidentiality either by their employment agreement or otherwise to an extent not less stringent than the obligations under this Contract. The Confidential Information shall be treated by Purchaser with necessary care to avoid disclosure to third parties, but at least with the same degree of care as used with respect to receiving party's own Confidential Information of equal importance. The Supplier is entitled to disclose Confidential Information of the Purchaser to his advisers, agents, suppliers and subcontractors to the extent necessary to fulfill this Contract. These confidentiality undertakings shall survive the expiration or termination of the Contract except as otherwise agreed.
2. The foregoing obligations shall not apply to any information when Purchaser can evidence that the information
 - a) at the time of disclosure is in, or, without breach of this Contract, later becomes part of the public domain; or
 - b) is legally obtained by Purchaser from a third party without an obligation of confidentiality; or
 - c) was known to Purchaser without an obligation of confidentiality prior to the receipt of the Confidential Information from Supplier or is independently developed later by Purchaser; or
 - d) is required to be disclosed to comply with a judicial or official order or decree after all available legal remedies to maintain the Confidential Information in secret have been exhausted; provided that advance notice of such judicial action was timely given to Supplier.

XIV. SUSPENSION

1. The Supplier may suspend the performance of the Contract at his option if
 - a) the Purchaser is in delay of payment thirty (30) days after the due date,
 - b) the Purchaser fails to fulfill duties that are necessary in order to deliver or complete the Deliveries,
 - c) a condition in respect of the Purchaser arises as described in Article XV. No.1.
2. If the Supplier suspends the performance of the Contract according to Art. XIV No.1 the time for delivery is extended at least by the duration of the suspension and the time of re-mobilization, and the Purchaser

shall compensate the Supplier for all work performed up to the receipt of notice of suspension, as well as pay all expenses incurred due to the suspension, in particular storage costs, project extension costs, de- and re-mobilization costs, and the respective interest for delayed payment.

XV. TERMINATION

1. Each Party is entitled to terminate the Contract if:
 - a) bankruptcy or insolvency proceedings are initiated against the other Party on whoever's request, or if the other Party makes a general assignment for the benefit of its creditors, or if a receiver or trustee is appointed for the other Party, or any similar instrument of national law is applied, or the other Party ceases its activities,
 - b) there is a substantial breach of an obligation under this Contract by the other Party. If the breach can be remedied, then the Contract can only be terminated after prior written notice setting a reasonable time to cure the breach. The Contract can only be terminated for a delay due to the Supplier after the liability limit according to Article V No. 5 has been reached and the Purchaser has set a reasonable final date in writing with explicit notice of intention to exercise the right to termination.
2. Moreover, the Supplier may terminate the Contract without any further liability:
 - a) if the Purchaser becomes directly or indirectly controlled by a competitor of Supplier,
 - b) if the Purchaser assigns any rights under the Contract to another party, or
 - c) if the suspension under Article XIV exceeds 60 (sixty) days
 - d) if the circumstance of force majeure, strike or lockout under Article V. 3 exceeds a period of 90 (ninety) days or
 - e) when an adjustment of the Contract under Article XI. No. 3, within the reasonable opinion of the Supplier is not economically possible and if the Supplier has notified Purchaser immediately of this upon being informed of such an event.
3. Should the Purchaser be entitled to terminate the Contract under No. 1, then the Purchaser's claims vis-à-vis the Supplier shall be limited to an amount similar to the price already paid and according to Article XII. The price for the part of the Deliveries performed up to termination shall be paid.
4. Not used
5. Any termination must be declared in writing. The termination rights expressly agreed in the Contract (including this General Conditions) shall be the parties' sole rights to terminate the Contract, only excluding the Purchaser's termination right for convenience in accordance with Article 377 Code of Obligations. Any further termination right under the applicable law, in particular Art. 107 and Art. 366 Code of Obligations shall be excluded.
6. In case of termination of the Contract by the Supplier as per No. 1 and/or No. 2 of this Article XV, as well as in case of termination for convenience by the Purchaser, the Supplier shall be entitled to receive:
 - a) the agreed price for the Deliveries performed up to the date of termination. To the extent the agreed price for the Deliveries performed up to the date of termination cannot be taken from the express stipulations in the Contract, the Supplier shall be entitled to reasonably determine, under due consideration of individual tasks already performed and material or goods already produced or ordered under the contract, the part of the agreed overall price, which is payable for the Deliveries performed up to the date of termination,

Such materials or goods shall become the property of and be the risk of the Purchaser when paid for by the Purchaser and the Supplier shall place the same at the Purchaser's disposal,
 - b) the amount of any other reasonable expenditure incurred or already committed by the Supplier in the expectation of completing the whole of the Deliveries,
 - c) the reasonable cost of removal of the Supplier's equipment from site and the return thereof to the Supplier's works in his country or to any other destination at no greater cost, and
 - d) the reasonable cost of repatriation of the Supplier's staff and workmen employed wholly in connection with the Deliveries at the date of such termination and
 - e) adequate loss of profit (by default 10% of the price for the part of the Deliveries which are no longer executable due to the termination).

XVI. RESCISSION

Without prejudice to Article IV. No. 4, any other right to rescind the Contract is excluded.

XVII. CHANGES

1. Any changes or modifications to the provisions of the Contract shall be subject to the prior written approval of both Parties and set forth in a written amendment duly signed by the Parties, except as otherwise provided for in the Contract. In no case shall the Supplier have the obligation to implement such changes or modifications without a prior written agreement of the Parties.
2. In the event of a change in laws and/or regulations in the Purchaser's country, including but not limited to codes, standards and safety regulations applicable to the performance of the Contract, which affects in whole or in part the performance of Supplier's obligations after the submission of the binding Supplier's offer to the Purchaser, the Purchaser shall immediately inform the Supplier in writing about such changes. To the extent such changes have to be implemented due to mandatory law, the Supplier shall be entitled to implement such changes immediately.
3. In case of changes according to Article XVII. Supplier is entitled to an equitable adjustment of the contractual provisions affected, especially but not limited to Contract price and project time schedule.

XVIII. DISPUTE RESOLUTION AND APPLICABLE LAW

1. The Parties shall endeavor to amicably settle any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination and including its performance and any arrangements relating thereto (except as expressly otherwise agreed for such arrangements). In their attempt to settle any dispute amicably the Parties shall contemplate, but not be obliged, to seek settlement by mediation under rules to be agreed upon. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other.
2. All disputes arising out of or in connection with the Contract , for which amicable settlement as per No.1 has failed, shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce. The place and seat of arbitration is Zurich, Switzerland. The procedural law of this place shall apply where the said Rules are silent. Proceedings shall be conducted in English.
3. The Contract and any disputes arising out of or in connection with the Contract shall be governed by Swiss substantive law, whereas the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

XIX. SEVERABILITY CLAUSE

The legal invalidity of one or more provisions of this Contract shall in no way affect the validity of the remaining provisions. This shall not apply if it would be unreasonable for one of the Parties to continue the Contract.