



PROPOSAL FOR

## Informational Offer No.: 46

**Manufacture and supply of spare parts and materials analogous to the original ones, necessary for the implementation of the repairs on the 9,10GQ turbine generators operated at Kozloduy NPP Units 5 and 6 (Lot 1).**

**SF: 24-001567**

Lubliniec , 29. 05. 2024

**„АЕЦ Козлодуй” ЕАД, 3321  
България, област Враца, гр. Козлодуй**✉ [commercial@npp.bg](mailto:commercial@npp.bg)**Subject: Manufacture and supply of spare parts and materials analogous to the original ones, necessary for the implementation of the repairs on the 9,10GQ turbine generators and 9,10GE excitation generators operated at Kozloduy NPP Units 5 and 6.**

Dear Sir,

EthosEnergy Poland S.A. (hereinafter “EthosEnergy”) thanks Kozloduy NPP (hereinafter “Customer”) for the opportunity to submit our informational offer/market consultation for Lot 1 : Manufacture and supply of spare parts and materials analogous to the original ones, necessary for the implementation of the repairs on the 9,10GQ turbine generators with the exclusion of Lot 2 regarding 9,10GE excitation generators operated at Kozloduy NPP Units 5 and 6.

In case you have any further questions, please do not hesitate to contact the undersigned.

We remain with kind regards,

Yours sincerely,

**Лице за контакти:****АНТОН МИКЛОВИЧ**  
[anton.miklowicz@ethosenergygroup.pl](mailto:anton.miklowicz@ethosenergygroup.pl)  
mob.: +48 604530196

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Management Board Janusz Osadnik President Bartłomiej Dośpiat Member for Finance Mural Demirel Member	District Court in Częstochowa XVII Commercial Division of KRS (National Court Register) Register of Entrepreneurs No 0000056279	Share/Paid-in Capital 35 373 720 PLN TIN 575-00-08-008 TIN UE PL5750008008 Regon No 150058523 BDO No 000000007	Generator Product Line Tel + 48 34 357 24 30 Transformer Product Line Tel + 48 34 357 24 30 Mechanical Product Line Tel + 48 34 357 24 85
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The Company possesses the integrated Management System acc. to the following standards  
PN-EN ISO 9001:2015, PN-EN ISO 14001:2015, PN-ISO 45001:2018, ISO 50001:2018  
certified by TUV NORD

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# 1 Confidentiality

This entire commercial and technical proposal and the correspondence and communications concerning this proposal, collectively the "Proposal" developed by EthosEnergy, are the property of EthosEnergy.

This Proposal is furnished in confidence solely for the purpose of considering its merits in relation to the subject scope of work and for no other direct or indirect use. By accepting this document from EthosEnergy Poland S.A., Customers agree:

- Not to use this document, and the information it contains, for any purpose other than the purpose stated above.
- Not to use the information included in the Proposal for the performance of the scope of work by the recipient or any third parties.
- Not to disclose the information contained in this Proposal to, or allow use by, competitors of EthosEnergy.
- Not to publish or in any other way disclose this document or the information it contains unless otherwise required by law, regulations or judicial or regulatory order.
- Not to make copies of any part of this Proposal without the prior written permission of EthosEnergy.
- To return this document when it is no longer needed for the purpose for which it is submitted, or upon request of EthosEnergy.

## 2 Scope

The hereby informational proposal on Manufacture and supply of spare parts and materials analogous to the original ones, necessary for the implementation of the repairs on the 9,10GQ turbine generators operated at Kozloduy NPP Units 5 and 6 is aimed at providing to the Customer market consultation regarding price and estimated delivery times of required components for TBB-1000-4Y3 (modernized to output of 1100 MW) turbogenerator installed and exploited at Kozloduy NPP in Bulgaria.

**Note : Due to the lack of full and precise technical documentation EthosEnergy is ready to perform Reverse Engineering measurements on existing spare parts in order to design their analogues with parameters and quality levels equal or superior to requirements shown in TERMS OF REFERENCE No. 23.EП-2.T3.1226, which will be supported by a corresponding Quality Plan and tests agreed between Ethos Energy Poland S.A. and Customer.**

**During the test procedures EthosEnergy Poland S.A. will apply test criteria and norms which are analogues to EU and international norms and regulations in force with possibility of considering Customer requests and recommendations as well as considering the working conditions of the turbogenerator.**

**End tests protocols and materials quality certificates will be prepared to accompany the delivery of the ready generator components.**

### BASIC GENERATOR DATA:

GENERATOR TYPE/ Electrosila TWW-1000-4Y3 (hydrogen/water cooled)

YEAR of MANUFACTURE: 2015

GENERATOR SERIAL NUMBER 18331

STATOR WINDING CONNECTION TYPE YY

OUTPUT [MW] 1100

FREQUENCY [Hz] 50

RPM [rev./min] 1500

VOLTAGE [V] 24000

CURRENT [A] 29400

EXCITATION CURRENT [A] 7620

COOLANT Hydrogen/distillate water

TEMP. OF COOLENT-WATER [°C ] 25

COOLENT FLOW [m3/h] 1100

HYDROGEN PRESSURE [MPa] 0.55

RATING CONTINUOUS

POWER FACTOR [-] 0.9

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3 June 2024

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#### SCOPE OF WORKS AND TECHNICAL QUALIFICATIONS:

EthosEnergy Poland S.A.

Due to the fact EthosEnergy Poland S.A. is not only a company focused on turbogenerators overhauls and modernization but also a manufacturer of turbogenerator components and complete turbogenerators with proper experience and design and manufacturing capabilities it expresses its interest in participating in the planned manufacture and delivery of spare parts for TBB-1000-4Y3 (modernized to 1100 MW) turbogenerator. The company possesses its own design and engineering personnel and software, manufacturing workshops and quality control laboratories, which guarantees a faster delivery time and diligent quality control.

EthosEnergy Poland S.A. declares that it possesses a quality management system according to EN ISO 9001, 14001 and 45001

#### SCOPE OF WORKS

EthosEnergy Poland S.A. declares to manufacture the following list of turbogenerator TBB-1000-4EY3 spare parts acc. to Lot No. 1 Main spare parts, gaskets and materials for turbine generator type: TBB-100-4Y3.

Lot 2 is excluded due to EthosEnergy Poland S.A. field of specialization

### 3 Pricing

#### 3.1 Scope pricing acc.Lot No. 1 Main spare parts, gaskets and materials for turbine generator type: TBB-100-4Y3 1. List of alternative spare parts to be supplied – 100% of scope.

Description	Price (EURO)	Estimated time
<b>Stage I. Design stage (including on-Site reverse engineering activities)</b>	<b>15 000</b>	1,5 months
<u>Stage II.</u> Order of materials and Manufacturing stage	<b>287 000</b>	3 months
<u>Stage III.</u> Quality control stage and preparation of protocols	<b>40 000</b>	1 month
<u>Stage IV.</u> Preparation of technical documentation and quality documentation	<b>15 000</b>	1 month (done in parallel with Stage III)
<u>Stage V.</u> Shipment to Kozloduy NPP and handover	<b>8000</b>	1 week

#### Commercial comments & qualifications

- Any works not enlisted in the scope of works in the hereby offer will become subject to additional agreement and billed separately
- Purchase Order must be received at least 2 months before the planned start of project so that EthosEnergy is able to enact proper preparation for the project.
- The working time is set as 10-12 hours Mon-Sun per day depending on technical needs and site conditions
- All works will be performed in accordance to EthosEnergy Poland and Site/local safety rules
- All above prices are hard and full prices but exclusive of withholding tax, fees, regional taxes, VAT etc. which must be paid (if relevant) by Customer.
- The performance of the project is dependent on the current situation regarding coronavirus spread based on the official notifications of WHO and relevant ministries.
- Shipment conditions are set as DAP Kozloduy NPP and EthosEnergy Poland S.A. takes on all costs and responsibilities for shipment with Customer being responsible for unloading and safe storage
- EthosEnergy Poland S.A will provide 1 specialist (witness to monitor the behaviour of generator ) during the generator start-up

## 4 Assumptions and clarifications

### 4.1 Clarifications

- All works and technological processes will be carried out using EthosEnergy methodology and in safe manner
- Any additional works not covered by the hereby proposal but necessary to be performed by EthosEnergy will be immediately communicated to the Purchaser and should be agreed between EthosEnergy and Purchaser's representatives. Any additional works will be subject of separate written agreement, treated and billed as Extra Works.
- Purchase Order shall be delivered to EthosEnergy at least six weeks before works commencement in order to mobilise equipment and personnel.

## 5 Commercial summary

### 5.1 Pricing and Payment Terms

The payment for realized works shall be based on commercial invoices as a bank transfer within 30 days of invoice receipt. Date of money receipt at the EthosEnergy account decides whether payment date is kept. Payment schedule:

100% - after completion of EthosEnergy Poland S.A. scope followed by provision of final report confirmed by Handover protocol

### 5.2 Taxes, duties and fees

All direct and indirect taxes, duties or levies, including but not limited to VAT, WHT import and export duties, are excluded.

### 5.3 Validity

The offer is valid until **30<sup>th</sup> July 2024** unless extended in writing by EthosEnergy.

### 5.4 Delivery

Delivery shall be DAP Kozloduy NPP Incoterms 2020 (Subject to agreement).

### 5.5 Limitation of Liability

The overall liability of EthosEnergy to the Customer arising from any of its claims, including claims arising from breach of contract, prohibited actions, liability for injury to the person or property, or otherwise arising out of contract, or arising in connection therewith (including conventional penalties) as well as to the performing of contractual obligations, in no case exceed 100% of the price of the net contract price / order.



## 5.6 Consequential Loss:

The Parties mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the contract, loss of profits, loss of bonding capacity, loss of reputation, loss of energy, lost off production, loss of use, or insolvency. The provisions of this paragraph shall also apply to and survive termination of this Agreement. However, this mutual waiver of consequential damages does not derogate in any way from Contractor's right to claim back charges and from contractors right to receive costs, profit, overheads and/or interest, in either case as specifically provided for in the Contract.

## 5.7 Terms and conditions:

All other terms and conditions of contract shall be as per EthosEnergy Standard Terms and Conditions of Sale (attached to herewith proposal).

## 5.8 Warranty

EthosEnergy Poland S.A. accepts the warranty requirements of the Customer. The technical warranty period for services provided is 24 months from the date of signing the the Acceptance Minutes / Protocol limited to components and systems on which EthosEnergy Poland S.A. would have performed factual works or disassembly/reassembly activities or modifications.

EthosEnergy Poland S.A.  
CZŁONEK ZARZĄDU DS. FINANSOWYCH  
Dyrektor ds. Ekonomiczno-Finansowych

*Barthomiej Dośpiał*

[Signature, stamp, date]

EthosEnergy Poland S.A.  
PREZES ZARZĄDU  
Dyrektor Główny

*Janusz Osadnik*



## 6 Attachments

### 6.1 Attachment 1: Description of Company



#### Our company

We are the worldwide recognized independent service provider offering aftermarket service and repair solutions to owners and operators of rotating equipment manufactured by major industry OEMs.

#### Our customers

We offer comprehensive service solutions for the power generation and industrial markets. We have a rich history of successful projects, completed for many of the leading companies in their industries.

#### Our presence

Our global, integrated network of businesses, all connected to world class engineering centers of excellence, allows us to provide quick and reliable products and services to customers all over the world.

#### Our possibilities

We are proud to offer world class capabilities in design, manufacture, and service of replacement parts, units overhauls, and upgrades for property every make and OEM model of electrical machines. Our technical possibilities and "customer first" approach focuses our attention on addressing your equipment, maintenance, or repair needs.

#### Our products



##### Generators

- New units,
- Upgrades,
- Overhauls,
- Field service,
- Diagnostics.



##### Transformers

- New units,
- Upgrades,
- Overhauls,
- Field service,
- Diagnostics.



##### Steel constructions

- Large size constructions,
- Machining services,
- Turbine elements,
- Pressure elements,
- Diagnostics.



##### Engineering

- Design engineering,
- Reverse engineering,
- Research & Development.



As a leading international manufacturer and service solution provider for power generation equipment, EthosEnergy Poland draws upon its 50 years of worldwide industry experience to achieve a common goal: help you, our customer, get the most out of your equipment.

From field service and repairs to parts and spares replacement: from factory tooling to reverse engineering expertise, EthosEnergy Poland is rapidly emerging as a valuable partner with worldwide presence for generator service, modernizations and repairs and also design, manufacture, modernizations, repairs and services of transformers and repairs of high-voltage electrical motors.

The EthosEnergy Poland manufacturing headquarters is located in Lubliniec, Poland, in the heart of the expanding European Union. Within Europe and beyond, EthosEnergy Poland has the infrastructure, training and know-how in place to successfully take on global projects, investing in a robust and rapidly growing business through ongoing research and development and facility upgrades to incorporate the latest technological advances. Leveraging the strength of Siemens' global network, EthosEnergy Poland has developed, manufactured serviced well over 500 generators in Poland and abroad, particularly in USA, Germany, Switzerland, England, Ireland, Bulgaria, Slovakia, Serbia and Montenegro, Kosovo, Finland, Pakistan, Saudi Arabia, Kuwait, Malaysia, Australia and many others. EthosEnergy Poland specializes in generator service and repairs up to 500 MW in size, for multiple OEM designs, such as ABB, BBC, GEC, TGV, Alstom, Siemens Westinghouse, Allis Chalmers, Elektrosila, Dolmel, Ganz and others.



and

In October 2009, the company (formerly Energoserwis S.A. Lubliniec) merged with Westinghouse Modelpol and changed the company name on TurboCare Poland S.A. On 1<sup>st</sup> September 2014 TurboCare Poland S.A. has changed its name on EthosEnergy Poland S.A.

EthosEnergy Poland S.A. has established and maintains the Quality Management System in accordance to the requirements of ISO 9001:2000 standard, the Environmental Management System in accordance to the requirements of ISO 14001:2004 and the Health & Safety Management System in accordance to the requirements of ISO 18001:2007.

EthosEnergy Poland is a diverse organization, with manufacturing and service capabilities across multiple aspects of the power generation industry. The EthosEnergy organization has built a reputation and a successful business by systematically developing the means to provide full-scope services for generators of virtually any original equipment manufacturer. We have proven capabilities over a whole range of jobs, from full-scope field modernization in power plants to individual special service orders.

Those services include:

- maintenance, repairs and open/close services
- equipment modernization – rewinds
- performance upgrades – rewinds
- spare parts
- testing and inspection
- field engineering services
- factory rotor balancing



To provide complete fulfillment of our requirements we offer a wide scope of services, including:

- generator overhauls
- rotor upgrades
- stator and rotor inspections
- NDE/Diagnostic services

#### Stator Overhauls

- re-wedging of slots
- replacement of bushing gaskets
- repair of damage to the core
- refurbishment of semi-constoting and insulating varnish coating
- repair of damage on the core to frame mounting system
- repair of temperature measurement circuits
- replacement of damaged winding parts
- repair or manufacture of new main lead bushings

#### Rotor Updates

- repair of damaged collector rings or manufacture of new ring assemblies
- rewedging of rotor windings
- repair of insulation parts
- replacement of gaskets
- Improvement of rotor and winding
- Improvement of cooling through ventilation slots
- True machining of working parts of the rotor shaft



#### NDE/Diagnostic Services

- retaining ring inspection (Penetrant/Ultrasonic testing and evaluation)
- Thermovision/Magnetic particle /X-Ray
- Measurement of rotor leakage flux
- Insulation resistance testing
- Measurement of Active Resistance of Stator and Rotor Windings
- Measurement of Power Factor and Cx value of Stator Windings
- Measurement of Leakage Currents
- Rotors body examinations (RBE), Videoendoscope examinations
- Stators examinations: EL-CID, Scamp
- Turbine NDE tests



EthosEnergy Poland is a company specializing in providing generator services and we continuously widen the range of service works. In order to meet customers satisfaction we offer additional services, such as: design and manufacture of transformers, machining services, repairs of high-voltage electric motors, overspeed generator rotor balancing and rotor storing.

EthosEnergy Poland is one of only a few companies in Europe with a dynamic balancer (DJ-900) installed in the plant (Schenck DJ-



900); the technical parameters allow for overspeed balancing of a wide range of generator rotors. We can offer overspeed balancing with the rotor winding energized permanently during the whole process cycle, which reflects operating conditions of the rotor in the generator.

EthosEnergy Poland is experienced in repairs of high-voltage electric motors for application in conventional power plants, hydro-power plants and in many industrial settings. We offer complete services in scope of synchronous and asynchronous motors of various power.

### **Plant for manufacturing of generator rotor winding coils**

Full technological line of presses, ovens and insulating devices for rotor coil regeneration or manufacturing of new rotor coils (max slot part coil length: 800mm; maximal coil section: 600mm<sup>2</sup>)



Clean room for activities on rotors and brazing devices



Device for disassembly of rotor retaining rings



SIU-160 turning lathe for mechanical legalization of rotor diameters

## 6.2 Attachment 2: ISO 9001, 14001, 45001



# CERTIFICATE

Management system as per  
**PN-EN ISO 9001:2015**  
**PN-EN ISO 14001:2015**  
**PN-ISO 45001:2018**

In accordance with TÜV NORD Polska Sp. z o.o. procedures, it is hereby certified that

**EthosEnergy Poland S.A.**  
 ul. Powstańców Śląskich 85, PL / 42-701 Lubliniec



applies a management system in line with the above standard for the following scope

**Design, manufacturing and repair of generators, motors, transformers,  
 power equipment and mechanical components.**

Certificate Registration No	AC090 100/1911/5023/2020	Valid from	25-06-2022	until	24-06-2025
Certificate Registration No	AC090 104/1911/5023/2020	Valid from	25-06-2022	until	24-06-2025
Certificate Registration No.	AC090 126/1911/5023/2020	Valid from	25-06-2022	until	24-06-2025
Audit Report No.	PL5023/2022				



Manager of Certification Body  
 TÜV NORD Polska Sp. z o.o.

Katowice, 22-04-2022

This certification was conducted in accordance with the TÜV NORD Polska Sp. z o.o. auditing and certification procedures and is subject to regular surveillance audits

TÜV NORD Polska Sp. z o.o.

ul. Mickiewicza 29

40-085 Katowice

www.tuv-nord.pl



## 6.3 Attachment 4: General Terms and Conditions

### 1. DEFINITIONS

In these terms and conditions the following expressions will have the following meaning:

**"Affiliate"** means in relation to a company, its parent undertaking or its subsidiary undertaking, or a subsidiary undertaking of its parent undertaking or any other person controlled by or under the same control either directly or indirectly. "Parent undertaking" and "subsidiary undertaking" will have the meanings attributed to them in the Act of September 15, 2000, the Code of Commercial Companies (consolidated text: Journal of Laws of 2022, item 1467, as amended);

**"Business Day"** means any day other than a Saturday or Sunday or a public or bank holiday in Poland;

**"Company"** means EthosEnergy Poland S.A. hereinafter referred to as the "Company";

**"Company Group"** means the Company, its co-venturers, its Affiliates, employees, subcontractors, agents, and the officers, directors and employees of each but shall not include any member of the Customer Group;

**"Company Site"** means the location of the EthosEnergy Poland S.A. named on the quotation or such other location that the Company may specify in its quotation;

**"Consequential Loss"** means subsequent, consequential or indirect loss, lost benefits and loss and/or deferral of production, loss of product, loss of contract, loss of use, loss of power or cost of replacement power, loss of earnings, loss of revenue, loss of bargain, loss of profit or anticipated profit (if any), or any financial or economic loss in each case whether direct or indirect whether or not foreseeable at the date upon which the parties entered into the Contract;

**"Contract"** means any contract between the Company and the Customer for the sale and purchase of Services and/or Products, formed in accordance with Clause 2.2, incorporating these General Terms and Conditions, an acknowledgement of order issued by the Company and (where applicable) the Service Exchange Special Conditions;

**"Customer"** means a natural person, legal person or an organizational unit without legal personality, which the law grants legal capacity, whose order has been accepted by the Company;

**"Customer Group"** means the Customer, its co-venturers, its Affiliates, employees, subcontractors and agents, but shall not include any member of the Company Group;

**"Customer Property"** means any property owned by or in the control of the Customer and or items to which the Customer has a different legal title in respect of which the Company carries out Works under the Contract;

**"General Terms and Conditions"** means this terms and conditions of sale;

**"Intellectual Property Rights"** means all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade



marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in all countries in the world and together with all renewals and extensions;

“**Products**” means any physical item, part, module or assembly which the Company provides to the Customer in its performance of the Services;

“**Services**” means any services which the Company provides to the Customer under the Contract including, but not limited to, where applicable, the repair and overhaul of Customer Property, the provision of engineering and/or site personnel, the provision of Products and/or Service Exchange Transactions;

“**Specification**” means the technical specification detailing the Products to be provided or the Services to be performed as set out by the Company in its quotation for the Works or such other technical specification as agreed between the parties.

## 7 2. APPLICABILITY

2.1 The General Terms and Conditions shall be a part of and govern the Contract entered into between the Company and the Customer for the provision of the Works to the exclusion of all previous oral or written representations and all other terms and conditions, unless the Parties agree otherwise in writing. In no event shall any agreement, guarantee, condition, provision, promise or other obligation not confirmed in writing by the Company constitute the Company's obligations, and any contractual provisions or supplementary documents shall not be binding on the Company, unless the Company has given its prior written consent.

2.2 Each purchase order or acceptance of the Company's quotation for the provision of Works will be deemed to be an offer by the Customer to purchase the Works upon the General Terms and Conditions. The Contract is formed when the order is accepted by the Company by way of an acknowledgement of order. No contract will come into existence until an acknowledgement of order is issued by the Company.

Each

purchase order or acceptance of the Company's quotation for the provision of Works will be deemed to be an offer by the Customer to purchase the Works upon the General Terms and Conditions. The Contract is formed when the order is accepted by the Company by way of an acknowledgement of order. No

## 3. THE PRODUCTS AND SERVICES

3.1 The quantity and description of the Works will be as set out in the Specification.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Works represented by or described in them. They will not form part of the Contract and this is not a sale by sample.

3.3 The Company may make changes to the Specification, design, materials or finishes of the Products and/or the scope of the Services provided, which:

- 3.3.1 are required to conform with any applicable safety or other statutory or regulatory requirements; or
- 3.3.2 do not materially affect their quality or performance.

## 4. PRICE AND PAYMENT

4.1 The price payable for the Works will be the price set out in the Company's quotation and is stated exclusive of VAT or any other applicable sales tax or duty, without any deductions whatsoever and is based upon current costs for materials, wages, freight, packing, insurance, taxes, subcontractor charges, and all other charges relating to the provision of the Works.

4.2 The Company reserves the right to adjust the price in the event of any increase in costs or change in the scope of the Works prior to the performance of the Works, or any extra expense as a result of the Customer's instructions or lack of instructions.

4.3 The Company may invoice the Customer for the Works on or at any time after performance commences and payment is due in the currency stated in the Company's quotation thirty (30) days after the date of such invoice (subject to Clause 4.4 below). Time for payment will be of the essence. No payment will be deemed to have been received until the Company receives cleared funds.

4.4 The Customer, in good faith and within thirty (30) days of invoice date, may dispute any item on an invoice by notifying the Company of the reasons for such dispute. The Company and the Customer shall promptly use all reasonable endeavours to resolve such dispute, with the disputed item immediately due for payment upon settlement. Payment of the undisputed portion of the price shall be made by the Customer without set off within thirty (30) days of the invoice date in such manner and to such account as stated in the invoice.

4.5 Undisputed portions of invoices that are not paid on time will be subject to a handling fee equal to less than one and a half percent (1.5%) per month above the European Central Bank's base lending rate (due to the fact that this base varies from time to time) from the date payment due by the actual date of payment (in both cases including those dates) or the maximum rate allowed by applicable law until payment, and the costs incurred by the Company in connection with the collection activities, including legal costs.

## 5. WARRANTY AND LIABILITY

5.1 In respect of Works which are proved to the reasonable satisfaction of the Company not to have been provided or performed with the skill and care commensurate with the recognized standards prevailing in the industry (fair wear and tear to Customer Property and Products excepted) the Company will, during the periods referred to in Clause 5.1.1 below, at the Company's option, repair or replace any defective Products, re-perform the relevant Services or provide a refund or credit to the Customer for the relevant portion of the Products and/or Services.

5.1.1 The Company's warranty periods referred to in 5.1 above are as follows:

- a. field services – 3 months from date of Service
- b. technical field assistance services – 12 months from date of Service; and
- c. all Products supplied or completed Services - 8,000 Equivalent Operating Hours or 12 months from date of installation, or 18 months from the date of shipment ex works, whichever occurs first.

5.1.2 The Company's obligation under this Clause 5.1 will apply only where:

- a. the relevant Customer Property and/or Products were operated and maintained in accordance with applicable manufacturer's guidelines and standards, overhaul manuals, service bulletins and customer handbooks;
- b. the relevant Customer Property and/or Products have been in use under normal operating conditions, have not been subjected to misuse, neglect or accident and have not subsequently been repaired or altered, except by the Company;
- c. where the Customer Property and/or Products are to be stored for any period prior to installation, the relevant item has been stored in accordance with the manufacturer's recommended storage procedures and conditions laid down in the maintenance instructions prepared by the manufacturer; and
- d. warranty claims are received by the Company within fourteen (14) days of delivery where the defect should be apparent on reasonable inspection of the relevant Customer Property and/or Products, or within fourteen (14) days of the same coming to the knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than the expiry of the relevant warranty period.

5.1.3 the Company makes no warranty in respect of Customer or third party designed, manufactured, or supplied Products or Services and makes no warranty in respect of the accuracy or completeness of any service history provided to the Customer in respect of used

Products supplied under the Contract. The Company will, where applicable, provide reasonable assistance to the Customer in securing the benefit of any warranties provided by such third parties to the Company.

5.1.4 The Customer shall assume all responsibility and expense for removal, reinstallation, and freight for Products and/or Customer Property in connection with the foregoing remedies and where the Company is to re- perform the Services or carry out repairs at the Customer's premises, the Customer agrees to allow the Company access to such premises as the Company may reasonably require for this purpose.

5.1.5 In the event the Company chooses to replace any defective Products in accordance with Clause 5.1, title in those defective Products transfers to the Company at the time the defective Product is replaced. The Company shall have the right but not the obligation to remove the defective Product from the Customer's site and return it to Company's premises. The Customer shall provide all necessary assistance and documentation in order to facilitate this. In the event the Company chooses not to remove the defective Product from the Customer's site, the Customer shall be obliged to dispose of the defective Product.

5.1.6 The same warranty obligations and conditions as set out in this Clause 5.1 shall apply to warranted Products and/or Services repaired or replaced by the Company, provided however that this shall not serve to extend the warranty beyond 18 months from the start date of the original warranty period specified in Clause 5.1.1.

5.1.7 If the Customer asserts a timely warranty claim, in accordance with this Clause 5.1, the Company shall promptly evaluate the warranty claim and advise the Customer within thirty (30) days whether the Company contests the warranty claim. If the claim is not a valid warranty claim (to the reasonable satisfaction of the Company) then all costs of the claim evaluation shall be the responsibility of the Customer. In the event the Customer elects to engage a third party or parties to correct the Products and/or Service claimed to be in breach of the warranty in this Clause 5, prior to the expiration of said thirty (30) day period, the Company is released from any warranty obligation in respect of such Service and/or Products.

5.2 This warranty supersedes and excludes, to the fullest extent permitted by law, all terms, conditions, warranties and conditions, whether express (other than those set forth in the Contract) or implied, statutory, customary or otherwise, which, except for such exclusion, would exist or could exist to the benefit of the Customer.

5.3 Except as provided in Clauses 5.1 to 5.2 (inclusive), 11.2 and 13, and except insofar as the Company's liability may not be excluded or limited by law, the Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or loss howsoever caused arising out of or in connection with:

5.3.1 any of the Products, Customer Property or the provision of the Services;

5.3.2 any breach by the Company of any of the express or implied terms of the Contract;

5.3.3 any use made or resale by the Customer of any of the Products and/or the Customer Property or any product incorporating the Products and/or the Customer Property;

5.3.4 any statement made or advice given or not given by or on behalf of the Company;

5.3.5 any latent defects arising from the Company's failure to discover or repair latent defects unless such discovery or repair and the means to effect such are set out in the Specification; or

5.3.6 other cases consistent with the Contract.

5.4 The Customer acknowledges that the above provisions of this Clause 5 are reasonable and reflected in the price which would be higher without those provisions and the Customer will accept such risk and insure accordingly.

5.5 Except where the Company's liability cannot be excluded or limited by law, the Company's liability to the Customer arising from or relating to the performance of the Contract shall not exceed the amount corresponding to the amount received by the Company under the Contract, provided that such limitation of liability does not apply to with regard to the indemnity granted by the Company to the Customer in accordance with Clause 13, other than that specified in Clause 13.1.3, insofar as it relates to loss of or damage to property.

## **6. DELIVERY/DURATION SCHEDULES**

6.1 Products shall be delivered by the Company to the Customer ex works in INCOTERMS 2020 packed but not loaded on Company Site, unless otherwise specified in the Company's quotation.

6.2 Shipping and completion schedules are estimates only based on typical manufacturing cycles and anticipated conditions prevailing at the time of Contract formation and rely upon prompt receipt of all information and approvals (if required) from the Customer. The Company will make every reasonable effort to meet the Customer schedules but time for delivery and performance shall not be of the essence. If, despite those reasonable efforts the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will be deemed not to be in breach of the Contract.

6.3. To the extent any liquidated damages are payable by Company for any delay or failure to achieve any specified levels of performance, such liquidated damages shall be Company's sole liability and Customer's sole remedy for any such failure and all other remedies at law shall be excluded to the fullest extent permitted by law. The contractual penalty will amount to 0.5% for each day of delay by the Company in the execution of the Contract, but not more than 5% of the gross remuneration of the Contract.

## **7. PERMITS AND TAXES**

7.1 The Customer shall, at its own expense, secure any permits or any other authorisation (including but not limited to compliance with export and/or import requirements) which may be required to permit the Company to perform the requested Works. Any applicable duties or sales, use, excise, value-added or similar taxes will be in addition to the price and shown separately on each invoice, or alternatively, the Customer may provide the Company with an exemption or direct-pay certificate acceptable to the taxing authorities.

7.2 The Customer agrees to indemnify the Company for any costs, claims, actions, demands or expenses incurred or suffered in connection with any permits, licences, taxes, fines or payments of any kind made by the Company on behalf of the Customer in fulfilling the Customer's duties under this Clause 7

## **8. TITLE, RISK AND RIGHT OF LIEN**

8.1 Title to the Products shall only pass to the Customer when the Company receives all amounts due in respect of it and all other amounts which are or become due to the Company from the Customer for any reason as cleared funds.

8.2 Title to Customer Property repaired, modified, inspected, tested, or maintained under these terms and conditions shall remain with Customer.

8.3 Risk of damage to or loss of Products or any Customer Property shall pass to Customer EXW INCOTERMS 2020 packed but not loaded, Company Site. In the event the Company loads the Products or any Customer Property on behalf of the Customer, both parties agree that the Company is acting as the Customer's agent and does not assume any risk of damage or loss in respect of those Products and/or Customer Property. Customer shall indemnify, hold harmless and reimburse Company for any fees, duties, taxes or other penalties incurred by Company as a result of any error on the part of the Customer or its customs broker in filing accurate and timely customs declarations. Customer shall supply the Company with copies of export documentation within 30 days of export or collection of the Products, whichever occurs earlier.

8.4 The Company shall have a lien upon all Products and Customer Property in the Company's possession. In the event of non-payment of any invoice within the time period specified in Clause 4, the Customer shall be in default and the Company shall be entitled to exercise its lien.

8.5 In the event of Customer's default (including failure by the Customer to take delivery of any Products and/or Customer Property when they are ready for delivery or to provide any instructions, documents, licences or authorisations required to enable Products and/or Customer Property to be delivered), the Company shall have the option, but shall not be obliged to:

8.5.1 store or arrange for the storage of the Products and/or Customer Property at the Customer's expense until actual delivery or payment in full takes place; and/or;

8.5.2 following written notice to the Customer, sell any of the Products and/or Customer Property at the best price reasonably obtainable in the circumstances and charge the Customer for any shortfall below the price payable under the Contract or account to the Customer for any excess achieved over the price, in both cases having taken into account any charges related to the sale.

## 9. DELAYS, SUSPENSION, DEFERMENT

9.1 If the Company is prevented from performing any or all of its obligations by circumstances which arise from or are attributable to acts, events, omissions or accidents beyond the reasonable control of the Company, including, but not limited to, strikes, lockouts or other industrial disputes (whether involving the work force of the Company or otherwise), protest, act of God, war, national emergency, threat or act of terrorism, act of the Customer, fire, explosion, storm, flood, strike, sabotage, embargoes or trade sanctions, epidemic, pandemic, riots, civil disorders, accidents, delay of carriers, the Company's voluntary or mandatory compliance with a governmental order, act, regulation or request, breakdown of plant or machinery, shortage of materials, default of single source supplier, default of the Customer's directed supplier or subcontractor, it will be deemed not to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay. The time for performance of the Services, if any is specified, shall be extended for a period of time equal to the period of the delay and its consequences. If the event in question continues for more than three (3) months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must be not less than seven (7) days after the date on which the notice is given.

9.2 In the event that the Customer temporarily suspends the performance of any Works, the Customer shall specify immediately in writing which part of the Works shall be suspended, the effective date of the suspension, the expected date of resumption and the mobilisation and support functions which are to be maintained during the suspension period. The Company shall advise the Customer of any price change necessitated by the suspension and the Works shall only be suspended when there is agreement upon such price adjustment.

9.3 The Company, at its option, shall be relieved of its obligation to provide the Works hereunder without further obligation, if the Customer suspends part of the Works beyond three (3) months of the starting date originally specified, or if the Works are suspended for more than three months.

9.4 In any event where the Works are suspended or delayed, the Company shall be entitled to invoice the Customer immediately for all Works completed as at the date of such suspension (for the avoidance of doubt this shall entitle the Company to invoice for all costs incurred or committed, plus full overhead and profit recovery, in relation to the provision of the Works, up to the date of such suspension) and the date for completion of the Works shall be extended in all cases by an amount of time equal to the length of the suspension or delay. The Customer shall be obliged to make payment in accordance with Clause 4.3.

## 10. CHANGES TO THE SERVICES

The Customer may request changes to the Works at any time by notice in writing to the Company. Upon receipt of such a request, the Company shall, within a reasonable period, respond in writing setting out any anticipated resulting change in price or time for completion. The Customer shall respond to the Company's notice in writing within 14 days indicating whether it accepts or rejects such changes and if no response is received from the Customer within this period, the Customer shall be deemed to have accepted those changes and the Contract shall be varied accordingly as from the end of the 14 day period (or such earlier date as the Customer's written acceptance of

the changes is received by the Company). In the event the Customer rejects such changes, the Company shall have the right to suspend the Works, until such time as agreement is reached between the parties.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Company may, in the performance of this Contract, furnish or install equipment, components, materials and supplies which may be (a) standard commercial products of the Company; (b) purchased from other sources; (c) manufactured by or a repair method/process used by the Company to meet the specific circumstances arising under this Contract; (d) manufactured by the Company in accordance with Customer instructions; or (e) supplied by the Customer. The Customer understands that the Company has made no investigation and gives no warranty in respect of the risk of possible infringement of third party Intellectual Property Rights in relation to items in categories (b), (c), (d) and (e) above, and accordingly, the Customer agrees that the Company shall have no liability in this respect.

11.2 As to items in detailed under condition 11.1(a) above, the Customer shall notify the Company promptly in writing and give the Company information, assistance, and exclusive authority to evaluate, defend, and settle any claim brought by any third party asserting infringement of their Intellectual Property Rights. The Company shall then at its own expense and option (a) settle such claim; (b) procure for the Customer the right to use such product; (c) replace or modify it to avoid infringement; (d) remove it and refund the price less a reasonable amount for depreciation; or (e) defend against such claim. This Clause sets out the Customer's sole remedy against the Company in respect of claims in relation to infringement of third party Intellectual Property Rights.

11.3 The Intellectual Property Rights in all documentation produced by or on behalf of the Company Group in relation to the Works, whether produced by the Company or otherwise shall at all times be and remain the property of the Company whether in the form of a hard copy or stored electronically or otherwise.

## 12. TERMINATION

12.1 The Company may by notice in writing served on the Customer terminate the Contract immediately if the Customer:

2.1.1 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Customer fails to remedy such breach within fourteen (14) days of service of a written notice from the Company, specifying the breach and requiring it to be remedied. Failure to pay any sums in accordance with Clause 4 is a material breach of the Contract which is not capable of remedy;

2.1.2 becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver or administrator appointed or dies;

2.1.3 has any distraint, execution or other process levied or enforced on any of its property;

2.1.4 ceases to trade

2.1.5 the equivalent of any of the above occurs to the Customer under the jurisdiction to which the Customer is subject; and/or

2.1.6 if the parties fail to reach agreement on a change to the Works in accordance with Clause 10 within period which is reasonable in the circumstances.

12.2 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or the Company accrued prior to termination.

12.3 The Company will be entitled to suspend deliveries and/or performance of the Works otherwise due to occur following service of a notice specifying a breach under Clause 12.1.1 until either the breach is remedied or the Contract terminates, whichever occurs first.

12.4 Upon termination in accordance with Clause 12.1, the Company shall be entitled to invoice the Customer immediately for all Works completed as at the date of termination (for the avoidance of doubt this shall entitle the Company to invoice for all costs incurred or committed, plus full overhead and profit recovery, in relation to the provision of the Works, up to the date of such termination) and such invoices shall become immediately due.

### 13. INDEMNITIES

13.1 The Company shall be responsible for and shall indemnify, defend and hold harmless the Customer Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

13.1.1 loss of or damage to property of the Company Group whether owned, hired, leased or otherwise provided by the Company Group arising from, relating to or in connection with the performance or non-performance of the Contract; and

13.1.2 except as provided by Clause 15 personal injury including death or disease to any person employed by the Company Group arising from, relating to or in connection with the performance or non-performance of the Contract; and

13.1.3 subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss of or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Company Group. For the purposes of this clause 13.1.3, "third party" shall mean any party other than the Customer Group or the Company Group.

13.2 The Customer shall be responsible for and shall indemnify, defend and hold harmless the Company Group from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:

13.2.1 loss of or damage to property of the Customer Group whether:

- a. owned by the Customer Group; or
- b. leased or otherwise obtained under arrangements with financial institutions by the Customer Group which is located at the Customer's premises arising from, relating to or in connection with the performance or non-performance of the Contract; and

13.2.2 personal injury including death or disease to any person employed by the Customer Group arising from, relating to or in connection with the performance or non-performance of the Contract; and

13.2.3 subject to any other express provisions of the Contract, personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach or duty (whether statutory or otherwise) of the Customer. For the purposes of this Clause 13.2.3, "third party" shall mean any party other than the Company Group or the Customer Group.

13.3 Except as provided by Clause 13.1.1, 13.1.2 and Clause 13.4, the Customer shall indemnify, defend and hold harmless the Company Group from and against any claim of whatsoever nature arising from (i) pollution emanating from any reservoir or from the property of the Customer Group howsoever arising, (ii) fire, explosion or blowout of any well or reservoir; (iii) damage to or escape of product from any facility including any pipeline or other subsurface facility; (iv) the discharge of trash, waste oil, bilge water or other pollutants or from the removal of wreckage.

13.4 Except as provided by Clause 13.2.1 and Clause 13.2.2, the Company shall indemnify, defend and hold harmless the Customer Group from and against any claim of whatsoever nature arising from pollution occurring on the premises of the Company Group or emanating from the property and equipment of the Company Group arising from relating to or in connection with the performance or non-performance of the Contract.

13.5 All exclusions and indemnities given under this clause 13 (save for those under Clauses 13.1.3 and 13.2.3) and Clause 14 shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

13.6 If either party becomes aware of any incident likely to give rise to a claim under the above indemnities in this Clause 13, it shall notify the other and both parties shall co-operate fully in investigating the incident.

#### **14. CONSEQUENTIAL LOSS**

Notwithstanding any provision to the contrary elsewhere in the Contract, the Company shall indemnify, defend and hold the Customer Group harmless from and against the Company Group's own Consequential Loss howsoever arising and the Customer shall indemnify, defend and hold the Company Group harmless from and against the Customer Group's own Consequential Loss howsoever arising.

#### **15. LIABILITY**

Except insofar as the Company's liability may not be limited by law, the liability of the Company arising out of or in connection with the Contract will not exceed an amount equal to the lower of the monies received by the Company under the Contract or the applicable purchase order value, provided, however, that this limitation of liability shall not apply to any indemnity given by the Company to the Customer under Clause 13, other than that provided in Clause 13.1.3 insofar as it relates to loss of or damage to property. This limitation of liability shall limit such liability not only in contract but also in tort or otherwise at law.

#### **16. HAZARDOUS MATERIALS**

The Customer shall, within a reasonable time before performance of the Works is due to commence, identify and notify the Company in writing of any hazardous materials and/or conditions that may be encountered by Company personnel whilst at the Customer's site or any other location which the Customer requires the Company to attend in its performance of the Works. Such notification shall include any material safety data sheets (MSDS). In the absence of timely notification, the Company shall be relieved from performance of the Works to the extent of any handling or encounter with hazardous materials. The Customer shall indemnify, defend and hold harmless the Company from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury including death or disease to any person employed by the Company Group arising from, relating to or in connection with the existence of hazardous materials existing at the Customer's site or any other sites which the Customer requires the Company to attend in its performance of the Works or brought to such site(s) by the Customer Group or any third party.

#### **17. INSURANCE**

17.1 At all times throughout the duration of the Contract the Customer shall procure and maintain the following insurances with insurers of good repute:

17.1.1 employer's liability insurance with a minimum level of indemnity of £5 million against each and every occurrence

17.1.2 public and products liability insurance with a minimum level of indemnity of £5 million per occurrence and unlimited in the aggregate;

17.1.3 any other insurances which are required by law, together (the "Insurances"). The Customer will be responsible for payments of all premiums and deductibles in respect of the Insurances.

17.2 The Customer shall comply with all recommendations and requirements of its insurers in relation to the Insurances and shall not take or omit to take any action or permit anything to occur in relation to the Insurances as would entitle the relevant insurer to refuse to pay any claim under the Insurance.

17.3 The Customer shall ensure that each of the Insurances shall contain a Clause waiving the insurer's subrogation rights against the Company.



17.4 the Customer agrees that it will provide to the Company on request:

17.4.1 copies of all documents relating to the Insurances (including all insurance policies and schedules and all documents evidencing any amendments, extensions, renewals or variations to the Insurances) and the Company shall be entitled to inspect the originals of such policies and documents during ordinary business hours; and

17.4.2 evidence that the premiums payable under the policies relating to the Insurances have been paid and that the Insurances are in full force and effect.

17.5 If the Customer is in breach of Clause 17.1, 17.2, 17.3 and/or 17.4, the Company may pay any premiums required to keep the Insurances in force or itself procure such insurance and may in either case recover the amount of such premiums, together with any costs and/or expenses incurred in procuring such insurance from the Customer on written demand.

#### **18. VARIATION, SURVIVAL OF TERMS AND ENTIRE AGREEMENT**

18.1 The Contract contains the entire agreement between the parties in relation to its subject matter. Nothing in this Clause 17 will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

18.2 The Contract may not be rescinded, modified, amended or terminated without the express written consent of an authorised representative of each party.

18.3 The provisions of Clauses 1, 5, 7, 8, 11, 12.4, 13, 14, 15, 16, 18, 21, 22, 24, 26, 27 and, where applicable, Clauses 1, 2, 5, 6, and 7 of Appendix 1 shall survive termination of these General Terms and Conditions.

#### **19. NOTICES**

19.1 All notices required or permitted under these terms and conditions must be made in writing and delivered by hand, first class post, airmail, electronic mail or facsimile to the relevant party at its registered office.

19.2 The notice will be deemed to have been duly served:

19.2.1 if delivered by hand, at the time of delivery;

19.2.2 if delivered by first class post, 48 hours after being posted or in the case of airmail fourteen (14) days after being posted (excluding days other than Business Days);

19.2.3 if it was delivered by fax at the time of transmission, provided that a certified copy will be sent by priority mail within 24 hours of sending;

19.2.4 if delivered by electronic mail, upon receipt of a delivery receipt by the sender or by an email from the recipient confirming receipt, whichever is received first,

provided that, where in the case of delivery by hand or transmission by fax, such delivery occurs after 4.00pm on a Business Day, or on a day other than a Business Day, delivery will be deemed to occur at 9.00am on the next following Business Day.

#### **20. WAIVER**

No failure or delay to exercise any right power or remedy on the part of the Company will operate as a waiver nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

#### **21. SEVERABILITY**

If any provision of these terms and conditions is found to be unenforceable or void in whole or in part, that provision will, to the extent required, be severed from the Contract and will be ineffective without as far as possible, modifying any other provision or part of the Contract and the remaining terms and conditions will continue to be valid.

## 22. CONFIDENTIALITY

The Company and the Customer shall maintain the confidentiality of all information obtained from each other in connection with the Works or otherwise. Such confidential information, which includes but is not limited to records, books, financial data, projections, computer records, Intellectual Property Rights, methodologies, technical concepts, specifications, processes, or other documents, shall not be disclosed to any third party and shall not otherwise be exploited commercially, except with prior written consent or as required by law or regulatory body. If the Company or the Customer is legally required to disclose any confidential information of the other, it will notify the other party prior to making such disclosure and take all available steps to limit such disclosure. Notwithstanding the above, the restrictions stated above shall not apply to any such confidential information:

- a. which was generally available to the public at the time of disclosure or at any time thereafter;
- b. which was already known by the receiving party at the time of disclosure;
- c. which is independently developed by a party; or
- d. which becomes known to a party from a source other than the disclosing party without breach of any contractual obligation.

## 23. ASSIGNMENT

The Company may assign any right or interest in the Contract to an Affiliate of the Company. Customer may not assign any right or interest in the Contract without the written consent of Company.

## 24. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall benefit third parties or make such persons beneficiaries of this Contract or any of its terms, and it is not the intention of the parties that any of the provisions shall be enforced under the law by any other person who is not a party to the Contract.

## 25. NO PARTNERSHIP

Except otherwise expressly provided for, nothing contained in the Contract and no action taken by the parties pursuant to the Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

## 26. DISPUTE RESOLUTION

26.1 The parties agree that they will exercise their rights and perform their obligations under this Contract acting in good faith and in the same spirit of co-operation and with the objective of avoiding disputes arising between them.

26.2 In the event that a dispute arises between the parties they will take all reasonable steps to negotiate a settlement of the dispute within 14 days of the dispute arising. In the event either party concludes after fourteen (14) days of giving the other party notice of such dispute, controversy, or claim that the matter cannot be resolved in such manner, such party may submit the matter to be resolved by the Chief Executive Officers of the parties.

26.3 In the event that the Chief Executive Officers of the Company and Customer cannot resolve the dispute within 21 days after receiving notification of the matter in dispute (or such longer period as the parties may agree) the matter in dispute will be referred to binding arbitration in London, under the auspices of, and pursuant to the rules of, the LCIA as then in effect, or such other procedures as the parties may agree to at the time, before a tribunal of three arbitrators, one of which shall be selected by the Company, one of which shall be selected by the Customer, and the third of which shall be selected by the two arbitrators so selected. Any award issued as a result of such arbitration shall be final and binding between the parties, and shall be enforceable by any court having jurisdiction over the Party against whom enforcement is sought. A ruling by the arbitrators shall be non-appealable. The parties agree to abide by and perform any award rendered by the arbitrators. If either the Company or the Customer seeks enforcement of the terms of this Contract or seeks enforcement of any award

rendered by the arbitrators, then the prevailing party (designated by the arbitrators) to such proceedings shall be entitled to recover all of its costs and expenses from the non-prevailing party, in addition to any other relief to which it may be entitled. If a dispute arises and one party fails or refuses to designate an arbitrator within 30 days after receipt of a written notice that an arbitration proceeding is to be held, then the dispute shall be resolved solely by the arbitrator designated by the other party and such arbitration award shall be as binding as if 3 arbitrators had participated in the arbitration proceeding. Either the Company or the Customer may cause an arbitration proceeding to commence by giving the other party notice in writing of such arbitration. The Company and the Customer covenant and agree to act as expeditiously as practicable in order to resolve all disputes by arbitration. The arbitration proceeding shall be held in English.

26.4 Nothing in this Clause will prevent any party applying for any interdict, injunction or other preliminary or interim order for the purpose of protecting its commercial interests where that party, acting reasonably, has justification to seek such preliminary or interim protection.

#### **27. OVERNING LAW AND JURISDICTION**

The Contract and/or these terms and conditions are governed by the laws of Poland and, subject to the provisions of Section 26, are subject to the non-exclusive jurisdiction of the courts of Poland.

#### **28. HEADINGS**

#### **HEADINGS**

The clause headings used in these General Terms and Conditions and/or the Service Exchange Special Conditions are for ease of reference and convenience only and in no event affect the interpretation of the Contract and/or these terms and conditions.

#### **29. BUSINESS ETHICS AND COMPLIANCE**

The Customer and the Company shall adhere to the standards set out in the Company Group Business Ethics Policy, a copy of which is available on request and shall fully comply with this policy and with all other customary standards of business conduct. The Client shall indemnify and hold the Company harmless from any penalties, fines, damages awarded, administrative action or liability that is asserted against the Company Group for the Customer's failure to comply with this Clause.

#### **8 30. END-USER CONTROLS**

Customer certifies that the Works will not be used in any weapons of mass destruction (WMD) proliferation or related programs and that any re-sale, re-export or transfer of the Works shall comply with all applicable UN, US, EU and national export control regulations. Customer also certifies that any re-sale, re-export or transfer of the Works shall not violate any applicable UN, US, EU or National Economic Sanctions nor will the Products and/or Works be re-sold, re-exported, transferred or otherwise to any person or entity that is subject to any prohibition, denial order or is otherwise deemed impermissible under UN, US, EU or national economic sanctions programs. Customer shall comply with an End-User Undertaking if requested.

#### **31. ENVIRONMENTAL PROTECTION AND ENERGY MANAGEMENT**

The Customer and the Company undertake to act in accordance with applicable environmental protection regulations and should make every effort to limit the impact of their activities on the natural environment.

Both parties will take actions aimed at ensuring effective energy management

#### **32. PROCESSING OF PERSONAL DATA**

32.1 In connection with the conclusion and performance of the contract, the parties may process personal data pursuant to Art. 6 para. 1 point b of the EU Regulation 2016/679 of April 27, 2016 (GDPR). If necessary, providing data is voluntary, but necessary for the performance of the contract.

32.2 Each party acts as the Personal Data Administrator.

32.3 The provided personal data necessary for the performance of the contract will be stored for the duration of the contract and for the period resulting from applicable law, including the limitation of claims.

32.4 Everyone whose personal data is processed has the right to access their personal data, request their rectification, deletion, processing restrictions, the right to transfer personal data, the right to object to the processing and the right to lodge a complaint to the President of the Office for Personal Data Protection.