

GENERAL TERMS AND CONDITIONS OF PURCHASE

BALCKE DUERR ITALIANA SRL

Revision of August 2018 – ENGLISH Version

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Unless otherwise agreed in writing, the following terms and conditions apply to all contracts executed by Balcke Duerr Italiana ("Customer") and the Supplier (as detailed in the Order) with regards with the supply/manufacturing/services described in the Order. Supplier's terms and conditions, also when expressly recalled in the Supplier's offer/acceptance, as well as any other provisions that deviate from this general terms and conditions, shall not be applicable to Balcke Duerr Italiana unless expressly approved in writing by the Customer.

With the execution of the Contract pursuant to article 1.1 below the Customer and the Supplier shall be bound to consider equivalent to the original any copy of this terms and conditions, including but not limited to these available on the Customer's web site page.

1. Contract

1.1 The Order issued by the Customer represents a binding offer at the terms and conditions therein. The Contract shall be executed and binding for the parties with the acceptance of the Order by the Supplier. Supplier's comment to the Order shall have to be received by the Customer within three (3) days from the date of the Order. If acceptance is not received by the Customer within the above term or the Supplier begins performance of any of the work or activities called for in the Order, the Order shall be considered as being fully accepted. Any inconsistent or additional terms shall be deemed ineffective for the Customer, unless they were specifically and expressly accepted in writing. Any modification or amendments to the Contract shall require the explicit prior written agreement of the Parties. To be effective vis a vis the Customer any modification or amendment to the Contract shall have to be signed by the Customer's Supply Chain Manager or other Customer's manager listed in the Order.

1.2 For the period of their validity, Supplier offer and cost estimates shall be binding and irrevocable. Unless agreed in writing, if the Supplier offer is not accepted by the Customer and the Contract not executed, Supplier shall not be entitled to any reimbursement for costs and expenses incurred for the preparation of the offers and cost estimates requested by the Customer.

1.3 The Order, this general terms and conditions, the Project Ordering Sheet and all specifications, drawings and/or other documents referred to in the Order or attached therein ("Contractual Documents"), represent the entire agreements and covenants reached by the parties with regards with the supply/manufacturing/services subject matter of the Contract ("Scope") and supersede any prior or contemporaneous offers, communications, representations, promises or negotiations, whether oral or written, with respect to the Scope. Each Contractual Document forms part integrant and essential of the Contract. They shall be read and interpreted as a sole document. In case of discrepancy the order of precedence in which the Contractual Documents are listed in the Order shall apply. It is clarified that where a Contractual Document of lower level contains more detailed specifications than one of a higher level this cannot be interpreted as to be a discrepancy and the more detailed Contractual Document shall prevail. The Contract shall be considered executed in the language of the Order. Any translation of a Contractual Document by a party into its mother tongue, or into any other language, shall be made and used by each party at its own risk and expense. Should there be any deviations between the translation and its original version, only the official Contractual Document shall apply. Documents used by Supplier in business dealings with Customer shall indicate at least: Order number, commission Order number, plant, place of receipt, full article text/item description, volumes and volume units, as well as VAT ID (for imports from the EU).

2. Price

2.1 The price stated in the Order ("Price") are fixed and invariable. Prices are inclusive of everything Supplier has to do to fulfil supply/service obligation. Unless agreed otherwise in writing, Supplier shall not be entitled to Price revisions for any reason including increase in the costs on labor and raw materials. Unless specified in the Order, Prices are exclusive of applicable statutory value-added tax.

2.2 Unless otherwise agreed, Prices include the costs of carriage and delivery. Customer shall bear all accruing customs, taxes, duties and other importation costs arising from the Order.

3. Scope of Contract

3.1 The Scope shall also include any and all supplies and services which are technically required for the plan and which can be deemed to be an integral part of Scope as they are required to fully perform Scope pursuant to industrial custom, expert opinion and /or other relevant provisions even though these supplies and services might not have been explicitly mentioned in the Contract.

3.2 In case the Scope include the erection activity on site this shall include all activities required to safeguard and warrant the proper preparation, performance and handover of the components to be manufactured and delivered by Supplier. This obligation shall cover all casts that might incur for the erection and include, but not be limited to, the

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provisioning of a suitable number of properly trained and qualified staff, providing tools, auxiliary equipment, general supplies and materials required for the erection.

3.3 Supplier agreed that Scope includes the manufacturing and delivery, in the form acceptable for the Customer, of all pertinent documentation required for the manufacturing completion, quality record, import/export documents and such as mentioned in the Contractual Documents. Unless agreed otherwise in the Order, said technical documents shall be in Italian or English and shall be based on the international SI standard system. The Customer shall indicate in the Order or in a different Contractual Document the documents that must be provided by the Supplier and which documents shall have to be previously approved by the Customer and which documents shall have to be provided to the Customer for information. Without prejudice for the Supplier's obligation to perform the Contract without waiting for any Customer's approval and/or acceptance for those documents for which Customer's approval has not been specifically foreseen, the Customer reserves the right to review, comment and require amendments and/or integration also on such documents. Unless agreed otherwise, no review and/or comments by the Customer, nor any failure to review shall alter any of the terms and conditions of the Order nor relieve the Supplier of any responsibility or liability arising from the Contract nor could be interpreted as to imply the Customer's approval of such drawings and data.

3.4 Customer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be agreed upon and the Contract shall be modified in writing accordingly. Notwithstanding anything contrary in the Order, in no event shall Customer be responsible for Supplier's loss of profit or for any indirect, special, punitive and/or consequential damages.

3.5 Unless expressly agreed otherwise, the Scope does not include maintenance services and spare parts supplies. Without prejudice for the warranty obligations under point 11 below, upon delivery, Customer shall have the unconditional authority to carry out directly or/and directly repairs and maintenance to the products as well as to manufacture spare parts or have them manufactured by third parties.

3.6 In case of dispute between the parties on the scope of the Order, Customer shall have an initial comprehensive authority to instruct the Supplier who shall be obliged to comply with the instructions received. The parties shall then negotiate in good faith a solution of the dispute reasonably taking into consideration the respective interests.

3.7 Both parties understand that the quality and continuity of the project management is of critical importance for the success of Project. As soon as the Contract has come into effect pursuant to point 1.1 above, Supplier shall therefore officially appoint a project manager to coordinate and be responsible for the execution of Contract for the entire duration of project ("Supplier's Project Manager"). Supplier's Project Manager shall be responsible for all activities concerning Contract execution, including external enquiries and requests as well as sub-suppliers and third party assignments. Supplier's Project Manager shall be fully authorized to legally represent Supplier in all activities and declarations concerning Contract. Supplier's Project Manager shall be fluent in at least the following two languages: 1) Italian; 2) English.

4. Declarations and warranties

4.1 The Supplier acknowledges and recognizes that Customer entered into the Contract relying on the information on the Supplier's professional, organizational and ethical requirements disclosed during the qualification and/or negotiation phase. Without prejudice for any other remedy granted by the law and the Customer right to be indemnified for the damages suffered, if during the execution of the Contract such information appears to be untrue and inaccurate the Customer shall be entitled terminate the Contract pursuant to point 12.2 below. If during the execution of the Contract, Customer becomes aware of any new and unpredictable circumstances that may affect the Supplier's professional, organizational and ethical requirements, the Customer at its own sole and discretionary opinion may decide to terminate the Contract pursuant to point 12.1 below.

4.2 The Supplier warrants to be aware that the Scope is part of and will be used within a project of the Final Client ("Project"). Supplier is particularly aware of the conditions of use, of integration aspects, of the fitting situation, the surrounding area and environment, of the intended purpose of the Scope. If the Scope include the erection activities, Supplier confirms that during personal inspections of the site where the Scope shall be performed ("Site"), from general enquiries, and in discussions with Customer, he has obtained for the purpose of Contract performance all relevant information concerning, but not limited to:

- the exact location of Site and the general conditions and environment at Site
- working conditions at Site
- access routes and possibilities to Site
- condition and quality of roads and transport infrastructures at Site
- storage possibilities at Site
- location of handover places for general supplies and utilities at Site
- applicable statutory requirements concerning labor, work, environment, taxes, and such at Site.

4.3 Supplier also understands the high safety and quality requirements to be met by Scope. Supplier shall ensure that all staff involved in the execution of Scope (including but not limited to technical and engineering departments,

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purchasing, manufacturing, assembly and erection, and logistics) have been suitably informed and sensitized regarding the requirements to be fulfilled by Scope.

4.4 Customer has advised Supplier of the general conditions of the Project. Supplier acknowledges and recognizes that the timely, complete and proper performance of Scope is of critical importance for Customer and that delays or quality problems in the execution of Contract may jeopardize the successful completion of the Project and the commercial relationship between the Customer and the Final Client.

4.5 Supplier shall be obliged to ensure that all information required to duly perform Scope have been obtained. This shall include, but not be limited to, obtaining information on all obvious (i.e. hidden) characteristics, circumstances and environmental conditions that might be relevant to Scope, in particular regarding the condition of existing plants, equipment, parts of plants and equipment and related documentation which Supplier will need to process when performing Contract, or which Supplier might get in touch with during Contract execution. Customer shall provide all reasonable support to Supplier in obtaining all relevant information regarding characteristics, circumstances and environmental conditions, without giving any guarantees with regard to completeness or correctness of such information.

4.6 Supplier undertakes to cooperate closely with all other parties involved in Project so as to ensure successful and timely completion of Project for Final Client.

4.7 Supplier warrants that the execution of Scope shall comply with any and all specifications and requirements laid and codes of the inspection authorities of country where the Scope is to be performed and of the local power plant operator and of Final Client.

4.8 Without prejudice for what state under point 3.5 above, Supplier warrants a spare and wear part availability for the Scope for a period of at least 10 (ten) years after formal and unconditional acceptance of the Scope pursuant to the Contract.

5. Quality

5.1 Supplier undertakes to maintain a quality assurance system that complies with the latest standard for the Customer's industry field.

5.2 Supplier shall be solely responsible for taking all required quality assurance steps and measures, including but not limited to quality documentation and shall allow Customer access to such quality record upon Customer's request. Supplier shall keep a full and comprehensive quality documentation as per governing statutory and other official regulations. Acceptance of Supplier's quality system by the Customer shall in no way alter the obligations and liability of Supplier under the Contract.

5.3 During the Contract Supplier shall be obliged to perform in particular the following minimum tasks:

- to conduct thorough and complete incoming goods inspections of the pre-material and parts to be used for the Scope;
- to cross-check all incoming pre-materials and parts with the corresponding materials certificates;
- to keep all materials certificate on record as documentation;
- no to use any pre-material or parts in the performance of the Scope for which there are reason to doubt of their suitability, quality or traceability;
- to conduct and document a thorough and complete outgoing goods inspection of Scope prior to dispatch to Customer;
- not to dispatch any part of the Scope that has not duly and without reservations passed such thorough outgoing goods inspections.

5.4 Supplier warrants that any sub-suppliers or third parties engaged by Supplier pursuant to article 10 below, or third parties' work, continuously and reliably, complies with latest standards. Supplier's quality department shall maintain a corresponding, seamless documentation of the certification, qualification, and manufacturing monitoring of such sub-suppliers or third parties. Supplier shall allow Customer access to such quality records upon Customer's request.

5.5 Supplier shall be solely responsible for the purchasing and procurement of pre-materials and parts required for Scope. Upon Customer's request, Supplier shall submit to Customer a complete overview of the materials and parts sources used for Contract performance, and a chart of his supply chain. Customer reserves the right to bar any of Supplier's sources or sub-suppliers without having to explain the reason for the rejection.

5.6 As soon as the Contract has come into effect, Supplier shall also agree with Customer on a fully authorized quality assurance coordinator ("Supplier's Quality Manager") who shall be responsible for planning, coordinating and performing all quality assurance related activities concerning Contract execution.

6 Delivery Terms

6.1 All the terms stated in the Contract are material and binding, including the terms agreed for the delivery during the execution of the Contract of materials and technical documentation. Unless agreed otherwise in writing, the "Delivery

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Date" stated in the Order refers to the delivery of the supply completed with all technical documentation pursuant to point 3.3 above. Scope provided before the agreed delivery dates shall entitle Customer to refuse supply/service until it is due.

6.2 Supplier shall immediately notify Customer if Supplier's timely performance under the Contract is delayed or is likely to be delayed. In this case, Customer shall have the authority to instruct the Supplier and request them to take any measure the Customer deem opportune to expedite the delivery. Supplier shall be the sole responsible for all costs and expenses related to the actions requested to expedite the delivery and shall indemnify and keep the Customer harmless of any damages, costs and expenses incurred in relation to any expediting measures. No instructions provided by the Customer nor expediting measures directly taken by the Customer shall be in anyway interpreted as Customer's waiver of any of Supplier's obligations and/or Customer's right of indemnifications.

6.3 Without prejudice for any other remedy granted hereto or by the law if Supplier fails to meet any term and/or complete the services in due time, Customer shall be entitled to claim a) penalties of Euro 200 per each day of delay in delivery any technical document for which the Order and/or other Contractual Document foresee a term for the delivery or the Supplier's approval; b) 1 % of the total Price for each week or part of the week of delay up to a maximum of 4% of the total Price and for the first four weeks of delay. In case the delay exceeds four weeks, Customer shall be entitled to claim penalties of 4% of the total Price per week or part of the week of delay, starting from the fifth weeks. In not event penalties under point b) above shall exceed 20% of the total Price. Customer's rights to claim damages exceeding the maximum penalty amount remain unaffected. The supply of defective or incomplete Scope or document shall be treated as if the Scope had not been supplied at that time.

6.4 Customer's acceptance of Supplier's delay shall not constitute Supplier's waiver of any of Supplier's or waiver of any compensation to which Customer may be entitled..

7 Scope delivery and storage

7.1 Insofar as Supplier and Customer agree validity of one of the "Incoterms" of the International Chamber of Commerce (ICC) for the contract, the currently valid version thereof shall apply.

7.2 Scope must be delivered to the addresses, in the manner and within the terms set forth in the Contract. Unless agreed otherwise in writing, Supplier is liable for any loss or damage, title and risk shall be transferred upon delivery by the Customer in accordance with the Contract. Delivery to/performance at a place of receipt other than that designated in the Order shall not constitute transfer of risk for Supplier even if said place of receipt accepts the delivery/service. Supplier shall bear the additional costs of Customer resulting from the delivery being made to/ service performed at an address differing from the agreed place of receipt.

7.3 Early or partial deliveries are permitted only upon Customer's written consent. Early or partial deliveries are to be marked as such; delivery/service notes shall be submitted.

7.4 If weighing is necessary, the weight shall be binding for the Customer only if determined on the calibrated scales previously agreed in writing.

7.5 Insofar as Supplier has the right to have the packaging needed for shipment/services returned, this shall be clearly marked on the delivery documents. Unless otherwise agreed, the packaging shall be returned at the Supplier's costs. In the absence of such marking, Customer shall have the right to dispose of the packaging and Supplier's right to have the packaging returned shall expire.

7.6 Provided that nothing to the contrary has been agreed, the Supplier shall provide the deliveries and/or services in such manner that the entire delivery chain, including but not limited to, development, design, manufacture, packaging, labeling, reporting, carriage, transport, installation, operation, cleaning, maintenance, repair and disposal is in compliance with the applicable statutory and governmental regulations, provisions, rules, guidelines and other legal applicable provisions, particularly those governing quality, environmental protection, industrial safety, transport safety and product safety. Supplier represents, warrants and covenants that it does and will comply with all requirements, obligation, duties and responsibilities under any applicable local, European or international provisions of law, regulation, and directive, including the REACH EU regulation.

7.7 Supplier shall be liable for the compliance of all and any rules governing the import/export of the products, included but not limited to, these set forth by regulation (EG) no. 1207/2001 concerning the movement certificates, invoice declarations and supplier declarations.

7.8 Supplier agrees that, if required and so requested by Customer in writing, the Scope shall be stored at the Supplier's premises at his own cost, risk and expense for up to three months after the readiness of shipment has been notified to the Customer pursuant to the Contract. Supplier shall be liable for professional and proper storage and, if appropriate, preservation of Scope. If necessary, Supplier shall obtain a separate insurance cover for this interim storage of Scope. Such an interim storage period shall commence with the date that Supplier has notified Customer of readiness of shipment of Scope, however, not earlier than the contractual delivery date. When arranging for the interim storage, Supplier shall ensure that Customer can have access to Scope, or parts thereof, at any time. In the event that Customer requests from Supplier an extension of the interim storage period, the Parties shall make a separate, mutually acceptable agreement concerning the terms, conditions and compensation for the Supplier.

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8 Erection

8.1 Prior to commencing any erection works at Site, Supplier shall be obliged to submit to Customer a full list of all his personnel that will be deployed to Site, including names and qualifications, attaching to the list copies of individual SCC (i.e. Security Certificates for Contractors) certifications.

8.2 Prior to any erection personnel and/or erection equipment arriving at Site, Supplier shall be obliged to deploy to Site an officially appointed site manager, capable of speaking fluent English, to coordinate with Customer's site supervisor all required steps for the commencement of Supplier's work at Site.

8.3 Supplier undertakes to only deploy to Site personnel that have valid visa and work permits for the pursuant to the laws applicable to the country of delivery for the entire duration of the erection works under contract.

8.4 Supplier shall not communicate directly with the Final Client, unless Supplier has obtained an explicit written consent by Supplier to do so. This provision shall also apply if the Final Client is the party seeking to initiate communication with Supplier.

8.5 At the time of commencing erection works at the latest, Customer and Supplier shall each name an authorized person in charge at Site: Customer shall name a site supervisor and Supplier shall name a site manager and a deputy site manager. Supplier's site manager shall be responsible for ensuring the that the contractual Scope is fulfilled. Customer's site supervisor and Supplier's site manager shall coordinate the execution of works at the Site. They shall clarify any open issues that may arise, including but not limited to on-site work schedules, supply/handover of technical documentation, overall coordination, site reporting details, milestones and inspection dates, site documentation and billing receipts. Customer's site supervisor shall coordinate the entire cooperation between Customer, Supplier and/or third parties from Customer's point of view.

8.6 Customer's site supervisor shall be in charge of coordination and consultations during Contract performance at Site. However, Customer's site supervisor shall not be authorized to release Supplier from any of his obligations under Contract, or to instruct any changes to Scope. Supplier's warranties, responsibilities and liabilities under this Contract shall in no way be limited by Customer's supervision or controls at Site.

8.7 Supplier's site manager and/or his/her deputy shall be entirely responsible and liable for the execution of the Scope as well as for the erection personnel concerning factors such as, but not limited to, technical aspects, disciplinary supervision, schedule observation, and such. Supplier shall ensure that either Supplier's site manager and/or his/her deputy shall be physically present at Site during all working hours while erection works under Contract are being performed. If so required to support the timely execution of Project for the Client, Customer's site supervisor shall advise Supplier's site manager and/or his/her deputy of any priorities and rescheduling requirements that might need to be agreed upon during the execution of erection works under Contract.

8.8 Prior to commencing erection works at Site, Supplier shall contact Customer's site supervisor to coordinate the execution of Supplier's works with other companies operating at Site so as to ensure that all parties can work smoothly and without being a hindrance to each other. Supplier shall only be entitled to submit a request for compensation for waiting times and down times at for discussion and approval, provided that Supplier has in advance advised Customer's site supervisor of such waiting times and downtimes and provided that he has received a written confirmation of such waiting times and downtimes from Customer's site supervisor. For the avoidance of such waiting times and downtimes, Supplier undertakes to try and assign his erection personnel to other works within Scope. In the event that there is an extended period of waiting times and down times affecting the execution of the erection works under Contract by Supplier, Customer reserves the right to request from Supplier a suspension of the contractual works pursuant to article 10 below. Supplier shall not be entitled to request compensation for waiting times or down times caused by third parties at Site, or by a failure or temporary interruption of the power supply or other utilities at Site that might, e.g., be required for the overhaul or installation of utility infrastructures at Site. In the event that any waiting times or down times occur, Customer's site supervisor shall make a corresponding note in Supplier's job site diary so that these waiting times or down times can be taken into consideration should there be later delays in the execution of the erection works. Possible downtimes resulting from expected bad weather need to be taken into account by the Supplier, without any additional costs and expenses incurring for Customer due to such downtimes. Should there be a dispute between the Parties concerning the compensation for any waiting times or down times, Supplier shall not be entitled to stop or suspend the execution of the erection works under Contract. This provision shall also apply should the Parties not be able to find an amicable agreement in this matter.

8.9 Supplier shall be obliged to keep a comprehensive site diary that he shall submit to Customer at the end of each working week and that shall include the following information:

- Number, occupation and tasks of Supplier's personnel active at Site in the period under report (site supervisor, welding supervisors, welding engineers, welding workers, health & safety supervisors, fitters, auxiliary workers, and such);
- Deliveries of materials, material inspections and tests, special occurrences concerning material deliveries;
- Number and type of equipment used, if applicable;

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- Delivery and dispatch of machines and equipment, if applicable ;
- Type, scope and location of the erection works performed in the period under report, including informative statements concerning work progress and schedules;
- Interim inspections, acceptance proceedings;
- Information on hindrances, interruption and stoppages in the execution of the erection works, including reasons and counter-action;
- Accidents, incidents, and other important occurrences

As appropriate with a view to the progress of the erection works under Contract, Customer shall fix regular daily and/or weekly meetings at the Site with Supplier's site manager, Supplier's Project Manager and with other specialists of Supplier, if and when appropriate.

8.10 Supplier shall not be entitled to use any of Customer's and/or Final Client's facilities without the explicit prior written consent of Customer. In any case, Supplier shall use such facilities at his own risk. Supplier shall instruct his personnel deployed to Site to handle any Customer and/or Final Client facilities with utmost care. Should any costs incur as a result of Supplier using Customer's and/or Final Client's facilities, these costs shall be borne by Supplier.

9 Inspection, testing and acceptance

9.1 In order to assess Supplier's work quality, conformance with Final Client's specifications and compliance with applicable laws and terms of the Contract, including but not limited to Supplier's representations, warranties, certifications and covenants hereunder, the Customer shall be authorized to check, inspect and test all Supplier's activities in every phase of the execution of the Contract, including the engineering, procurement and manufacturing, storage, loading and unloading at the Supplier's premises as well as at the Sub-Suppliers'/Sub-Contractors premises.

9.2 If inspection, testing and expediting are made on the premises of Supplier or its suppliers and/or subcontractors, Supplier shall furnish without additional charges all reasonable facilities and assistance for the safety and convenience of Customer's representatives in the performance of their duties.

9.3 Exercise of this right to inspect, test, expedite shall in no way relieve Supplier of its obligations and liability for the conformity of the Scope to the specification and all terms and conditions set forth in the Contract.

9.4 If the Order or other Contractual Document provides for any specific tests, inspections and/or witness points to be completed during the execution of the Contract, the goods/services shall not be shipped/performed/delivered without the competent inspector's release or written waiver of test/inspection/witness point. Customer shall not be permitted to unreasonably delay shipment/provision.

9.5 In case Scope is found prior or within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of the Order including any applicable drawings and specifications, whether such defect or non-conformity relates to Scope provided by the Supplier or a direct or indirect subcontractor, Customer, in addition to any other rights, remedies and choice granted by the law and/or the Contract and in addition to seeking recovery of any and all penalties, damages and costs emanating therefrom, at its option and sole discretion and at Supplier's expenses may (a) require Supplier to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming goods (b) take at the Supplier's costs and expenses such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of the Contract, (c) withhold total or partial payment, (d) reject and return all or any portion of the Scope, and/or (e) terminate the Contract pursuant to clause 12.2 below. Supplier, at its sole cost and expense, shall perform any test requested by Customer to assess the conformity of the Scope to the Order and/or other Contractual Document.

9.6 Supplier shall notify Customer in writing at least 30 (thirty) calendar days prior to each of scheduled final test/inspection/witness point. Such inspections, acceptance as well as a failure to inspect/accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Supplier from responsibility for such goods and/or services that are not in accordance with the Contract requirements nor impose liabilities on Customer.

9.7 Without prejudice for the provisions under point 9.5 above, if the Order provides that the Scope is delivered in lots/order lines/tranches, the Customer reserves the right to inspect/test the conformity of the lots/order line/tranche at the completion of delivery of the full Scope. Payments of the single lot/order line/tranche shall in no way imply the acceptance by the Customer of the Scope partially delivered.

10 Execution, Sub- Suppliers, Assignment

10.1 Supplier may not assign any of its rights or delegate any of its obligations under the Contract without Customer's prior consent. Any assignment of the Contract to a sub-supplier without Customer's written consent shall not be effective *vis-a-vis* the Customer. Should Customer approve of any such sub-suppliers or assignments, however, this shall not release Supplier from any of his contractual obligations or duties under this Contract and Supplier shall be held fully liable for the works of any of the subcontractors or the third parties contracted by Supplier.

10.2 Upon request, Supplier shall allow Customer to view any of his sub-supplier or third-party assignment contracts.

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Customer reserves the right to request from Supplier the termination of sub-suppliers or third-party assignment contracts in case that a sub-supplier or third party repeatedly fails to fulfill his contractual obligations and Customer has justified reason to believe that this might endanger the due execution of Supplier's obligations under the Contract. Should any costs or expenses arise from such action, these shall be borne by Supplier.

10.3 Supplier shall be obliged to duly make all payments to its sub-suppliers. If Supplier fails to timely pay a sub-supplier for work performed, Customer shall have the faculty, but not the obligation, to pay the sub-supplier and offset any amount due to Supplier by any amount paid to the sub-supplier. Supplier shall defend, indemnify and hold Customer harmless for all damages and costs of any kind, without limitation, incurred by Customer and caused by Supplier's failure of its obligation *vis-à-vis* the sub-suppliers.

11 Suspension

11.1 Customer - in its own unquestionable judgment and for whatever reason and in writing – may request the Supplier to suspend execution of the Scope entirely or in part. Suspension shall be effective from the day the order of suspension is received by Supplier or the different date indicated thereon. Supplier shall, from that day, take all action necessary pursuant to the best diligence and the correct technical procedure for the safe custody and maintenance of the part of Scope already executed and, within 20 (twenty) days agree upon the procedures to store goods for the assumed duration of the suspension.

11.2 During such times of suspension, the Site shall remain complete with all equipment and materials, unless instruction to the contrary are issued in writing by the Customer. Should the Customer, during the suspension period and on Supplier's request, not permit the removal of the equipment and personnel of Supplier and if this equipment and personnel could not be utilized otherwise within the scope of the Contract, Supplier is entitled to reimbursement to be agreed between the Parties.

11.3 In case of suspension, even partial, of the Contract on Customer's request, Supplier shall immediately make every reasonable effort to cancel all the existing contracts or other obligations entered into by Supplier with the subcontractors, suppliers or others upon terms satisfactory to the Customer. Customer may ask Supplier to deliver all the documents relevant to the Scope necessary to take the place of Supplier in managing the existing contracts or other obligations with subcontractors, suppliers and others. Moreover, Supplier shall do whatever is necessary to preserve and protect the Scope already in progress, to protect equipment and supplies in transit or at Site and to minimize all costs to Customer and Supplier resulting from such suspension.

11.4 Within 90 (ninety) days after the commencement of the suspension pursuant to the above, Customer shall either (a) restart the Contract or (b) terminate the Contract. In case the suspension of a total duration of 90 (ninety) days or less, Supplier shall have right to equally postpone the delivery dates and after the restart of the Contract the parties shall equitably adjust the delivery schedule as appropriate. If the suspension requested exceed the above term of 90 (ninety) days, in addition to said right of postponement, Supplier shall have the right to be indemnified for the expenses related to the custody and maintenance as well as preservation and storage of parts of the Scope already performed and if the suspension continues the Parties shall suitably adjust the Price to compensate Supplier for the proved increased costs.

12 Termination

12.1 Customer shall have the right to terminate the Contract or any part thereof at any time and for any reason, upon 7(seven) days written notice to Supplier. Customer shall pay for all work performed and accepted through the effective date of termination. Providing nothing to the contrary has been agreed, Supplier shall have no rights of further indemnification.

12.2 Without prejudice for the reimbursement of all the damages suffered and any other remedy foreseen hereto or by the law, Customer shall be entitled to immediately terminate the contract upon occurrence of each one of the following circumstance (i) in Customer's reasonable judgment the Supplier is proceeding in the execution of the Contract so as to jeopardize the timely and duly completion of the supply in accordance with its terms; ; (ii) due to the accrued delay the payable penalties exceed the agreed maximum cap;(iii) Supplier fails to comply with any of the terms and conditions of the Contract; (iv) any proceeding under bankruptcy or insolvency law is brought by or against Supplier or Supplier is insolvent towards its creditors. Termination shall become effective if Supplier does not cure such failure within 10 (ten) calendar days from receiving the notice of default.

12.3 In case of termination for any cause, Supplier (i) shall immediately stop all work thereunder and shall immediately cause any of its suppliers or subcontractors to cease their work (ii) place no further subcontractors or purchase orders for materials, services or facilities hereunder, except as necessary to complete any continued portion of the Order; (iii) terminate all subcontracts entered into in relation with the execution of the Contract and (iv) deliver to the Customer all completed work, work in progress, including all designs, drawings, specifications and other documents produced or required in relation with the execution of the Contract. Customer has the right to acquire material and/or semi-finished products including any special equipment on reasonable terms and conditions.

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13 Invoicing, payment, set-off

13.1 Payment shall be made by the Customer in accordance with the payment terms set forth in the Contract. Early delivery pursuant to article 6.1 shall not affect the payment term tied to this delivery date.

13.2 Payment shall be made upon Customer's receipt of a properly prepared invoice and the other tax, insurance and such other documents that the Customer may require pursuant the applicable laws and regulations.

13.3 Payment by the Customer is also subject to the issue of a Certification from Supplier attesting that: a) Supplier has paid to the competent tax office both the withholding taxes on the employment income and the value added tax payable in relation to the supplies/services provided with the Order that result to be due at the date of the Payment itself; b) Supplier has fulfilled the wage, social security and insurance obligations toward its employees involved in the execution of the supplies/services provided with the Order.

The Certification shall also include a declaration from Supplier attesting that the payments and the obligations under subparagraphs a) and b) have been duly performed by any of its sub-supplier involved in the execution of the Order.

13.4 The Certification may be made by Supplier through the declaration attached to the Order or by any different self-declaration made pursuant to Presidential Decree number 445 of December 28th, 2000, containing the same statement and expressly attesting the fulfillment of the obligations and payments referred to in the paragraph above. Should there be more than one Order/Contract between the Customer and the Supplier, the certification may refer to all the orders and be issued on a regular basis.

13.5 Should Supplier fail to issue and submit the Certification, Customer reserves the right to suspend the Payment until the certification is issued, being understood that such a suspension shall not entail in any way the right for Supplier to claim defaulting interests.

13.6 Customer is entitled, pursuant to article 1252 of the Italian Civil Code, to offset receivables due to Supplier against all receivables also due to controlled and/or associated companies.

13.7 Pursuant to article 10.1 Supplier shall not be entitled to transfer or assign any of the credit rights arising from the Order without the Customer's prior written consent.

14 Warranty and claims for defects

14.1 Supplier warrants that all Scope supplied under the Contract, whether provided by the Supplier or its subcontractors shall be (i) new (ii) free from any defects in design, workmanship, material and title; (iii) provided in strict accordance with all specifications, samples, drawings, designs, descriptions and other requirements provided or approved by the Customer (iv) provided/performed in a competent and professional manner in accordance with high standards and practices that apply in Supplier's industry and business and (v) free from any claims concerning title, trademark, patent and industrial property rights of third parties.

14.2 The limitation period for defect claims is 48 (forty eight) months from complete supply/performance of the Scope in accordance with point 6.1 above..

14.3 For newly supplied/performed or repaired parts, the period of limitation starts anew, insofar as the responsible party has not eliminated the defect expressly out of goodwill.

14.4 In any of the goods/services are found to be defective or otherwise not in conformity with the warranties herein during the warranty period, than Customer, in addition to any other rights, remedies and choices in may have by law and/or the Contract and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Supplier's expenses shall be entitled to (a) require Supplier to inspect, remove, reinstall, ship and repair or replace/re-perform non conforming goods/services with goods/services that comply to all requirements of the Contract; (b) take any actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of the Contract, in which event all related costs and expenses (including but not limited to material, labor and handling costs) shall be for Supplier's exclusive account; (c) reject and return all or any portion of such goods/services and (d) withhold payments.

15 Labor, health, safety and environmental provisions

15.1 Supplier shall at all times perform the obligations under the Contract by means of appropriately qualified, instructed and equipped personnel. The Supplier shall at all times comply with all the provisions concerning the economical treatment, working time, insurance policy and health and safety applicable to the personnel utilized in relation to the Contract pursuant to the National labor collective agreement and all and any law, regulation and contractual provisions.

15.2 Supplier shall at all times comply with all obligations, duties and responsibility provided for by the provisions regarding health and security at workplace and the relevant Customer's Health, Safety and Environmental Requirements applicable at the site where the performance of the Scope shall take place.

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15.3 Supplier shall procure that all personnel abide by Customer's security regulations and such direction as may be issued by Customer's security officers when working at the site.

15.4 Supplier shall provide upon request a statement of its own safe working practices and shall provide evidence as required of the competence and training of the personnel engaged in connection with the Contract.

15.5 Failure by the Supplier to comply with the provision under this section 15 shall entitle Customer to terminate the Order for default pursuant to section 12.2 above.

16 Indemnity and Insurance

16.1 To the extent of Supplier's negligence, Supplier shall defend, indemnify, release and hold harmless Customer, its directors, officers, employees and representatives, whether acting in the course of their employment or otherwise, against any and all suits, actions or proceedings and from any and all claims, demands, losses, judgments, fines, damages, costs, expenses or liabilities (including without limitation claims for personal injury or property or environmental damage, claims or damages payable to Final Client, attorney's fees) arising from any act or omission of Supplier and/or its subcontractors, except to the extent attributable to the negligence of Customer.

16.2 For the duration of the Contract and until expiration of Supplier's warranties under clause 14 above, Supplier shall maintain, through a primary insurance company licensed in the jurisdiction where the Scope is performed, the following insurance:

(a) Commercial General Liability in the minimum amount of EUR 3.000.000,00 per occurrence and EUR 5.000.000,00 in the annual aggregate, or the local currency equivalent, with coverage for bodily injury/property damage, including coverage for contractual liability insuring the liabilities undertaken with the Contract;

(b) Property Insurance on an "All-risk" basis, covering the full replacement cost value of all property owned, rented or leased by Supplier in connection with the Contract and covering damage to Customer's, Final Client's property in Supplier's care, custody and control;

(c) Appropriate Product Liability in the minimum amount of EUR 2.500.000,00 per occurrence and EUR 5.000.000,00 in the annual aggregate, or the local currency equivalent.

17 Applicable law and legal venue

17.1 The Contract, and the rights and obligations of the Parties hereunder, shall be governed by, construed and interpreted exclusively in accordance with the laws of the Republic of Italy.

17.2 All disputes arising out of or in connection with the Contract shall be subject to the exclusive Italian jurisdiction and shall be submitted to the exclusive competence of the Courts of Rome (Italy).

18 Confidentiality and Advertising

18.1 "Confidential Information" means any Customer's or Customer affiliate's property of which is disclosed or shared with the Supplier and its subcontractors and affiliates in relation with the execution of the Contract (including without limitation, drawing, specifications, data, assets and information) as well as any information deriving therefrom. Confidential Information includes also the terms and conditions of the Contract. For the entire duration of the Contract and for 10 (ten) years following the termination of the Contract or as long as the Confidential Information can be considered as trade secret, the Supplier (i) shall use the Confidential Information for the sole purpose of executing the Contract (ii) use the best reasonable degree of care to protect the Confidential Information (iii) shall immediately notify the Customer of any unauthorized use or disclosure of the Confidential Information (iv) shall not copy the Confidential Information unless expressly authorized by the Customer and provided that all permitted copy is marked with "*Balcke Duerr Confidential – Do not use, disclose reproduce or distribute without Balcke Duerr authorization*"; (v) at the termination of the Contract for whatever reason, shall immediately suspend the use and return or destroy the Confidential Information. Supplier shall destroy the Confidential Information stored in the Supplier back up electronic system in accordance with the Supplier's back up electronic system procedures.

18.2 Supplier shall disclose the Confidential Information only to person and employees who need to know such information for the purpose of performing the Scope and have previously agreed either as a condition of employment to be bound by terms and conditions substantially similar to those hereunder. Supplier may disclose the Confidential Information if compelled by a legal obligation provided that Supplier shall promptly inform the Customer so as to allow Customer to object the legal order received by the Supplier. Confidential Information shall not include (a) is or becomes generally available to the public other than as a result of disclosure by Supplier; (b) was available on a non confidential basis before its disclosure to Supplier; (c) is or becomes available to Supplier on a non-confidential basis from a source other than Customer or its affiliates when such source is not subject to a confidentiality obligation with respect to the Confidential Information, or (d) was independently

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developed by Supplier, without reference to the Confidential Information.

18.3 If the parties hereto entered into a non-disclosure agreement (“NDA”) concerning pre-Order negotiations, the terms herein supersede the terms of such NDA with regard to all confidential information disclosed under the NDA, unless agreed otherwise by the parties in this Order.

18.4 Supplier shall not make any announcement, take any photograph (except to the extent strictly necessary to perform the Contract) or release any information concerning the Contract (or any part thereof) or its business relationship with Customer nor use the name, trademark, photos or any other reference to the Customer or the Customer affiliate without the previous written authorization of the Customer. Pursuant to article 1381 of the Italian civil code, Supplier shall guarantee that its affiliate, subcontractors, and sub suppliers shall comply with this present point 18 and shall be responsible vis-a vis the Customer of their compliance with the terms of this present point 18.

19 Data protection

19.1 With regards with the personal data in any way connected with the Contract both parties shall be bound to process the personal data in compliance with the provisions set forth by D.Lgs. 196/2003.

20 Code of Ethics

20.1 When conducting its business and managing relations with third parties (including but not limited to clients, suppliers, employees, collaborators, public administrations, administrative Authorities, monitoring bodies, etc.), Balcke Duerr Italiana adopts the Organization Model pursuant to D.Lgs. 231/2001 and the Code of Ethics, available on <https://www.balcke-duerr.com/about/locations/europe/>. With the signing of this contract, the Supplier states of having read and share the principles and the content of them. The Supplier hereby commits himself/herself and his/her direct or indirect collaborators to:

- (a) Respect the principles enclosed in the Organizational Model and Code of Ethics approved by Balcke Duerr Italiana pursuant to D. Lgs. 231/2001;
- (b) Inform the Customer of any non compliant behaviors of employees or collaborators of third parties or of the Customer itself and/or of the Supplier's subcontractors;
- (c) Bring about behaviors that could be perceived as violations under Law Decree Number 231/01.

20.2 It is expressly agreed that if the Customer were to break one of the above-mentioned clauses, the Customer has the right to ask for damage compensation, without any limitation, including the possibility to terminate this contract, without any notification, under and pursuant to article 1456 of the Italian Civil Code.

20.3 Any communication, denunciation and/or complaint shall be notified at ODVBalckeDuerrItaliana@pec.it.

21 Severability

21.1 If any provision hereof shall be found to be invalid or not enforceable only that provision shall be stricken from the Contract and the remainder of the Contract shall not be affected.

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