

Terms & conditions

GENERAL CONDITIONS
for the SUPPLY OF MECHANICAL,
ELECTRICAL AND ELECTRONIC
PRODUCTS

Brussels, March 2012, as amended by OXYMAT GROUP, November 2021
("General Conditions")

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- "**Contract**": the agreement In Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;
- "**Gross Negligence**": an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;
- "**In Writing**": communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;
- "**the Product**": the object(s) to be supplied under the Contract, including software and documentation.

PRODUCT INFORMATION

3. All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

DRAWINGS AND TECHNICAL INFORMATION

4. All drawings and technical documents relating to the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

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

ACCEPTANCE TESTS

6. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

7. The Supplier shall notify the Purchaser in Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

8. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

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

DELIVERY. PASSING OF RISK

10. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract. If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place named by the Supplier. If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier. Partial delivery shall not be permitted, unless otherwise agreed.

TIME FOR DELIVERY. DELAY

11. If the parties, instead of specifying the date for delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as official formalities, payments due at the formation of the Contract and securities.

12. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected. If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

13. If delay in delivery is caused by any of the circumstances mentioned in Clause 41, by an act or omission on the part of the Purchaser, including suspension under Clauses 21 and 44, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

14. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the purchase price. If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties. The liquidated damages shall become due at the Purchaser's demand In Writing but not before delivery has been completed or the Contract is terminated under Clause 15. The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.

15. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 14 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week. If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties. If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause 14, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated. The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 14, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this Clause 15.

16. Liquidated damages under Clause 14 and termination of the Contract with limited compensation under Clause 15 shall be the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

17. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier In Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery. If the Purchaser fails to accept delivery at the time for delivery, he shall nevertheless pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

18. Unless the Purchaser's failure to accept delivery is due to any such circumstance as mentioned in Clause 41, the Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period. If, for any reason which is not attributable to the Supplier, the Purchaser fails to accept delivery within such period, the Supplier may by notice In Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the purchase price which is attributable to that part of the Product in respect of which the Contract is terminated.

PAYMENT

19. Payment shall be made within 30 days after the date of invoice. Unless otherwise agreed, the purchase price shall be paid with one third at the formation of the Contract and one third when the Supplier notifies the Purchaser that the Product, or the essential part of it, is ready for delivery. The remaining part of the purchase price shall be paid when the entire Product is delivered.

20. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been irrevocably credited for the amount due.

21. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due. In case of late payment and in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser in writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security. If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss he incurs. Such compensation shall not exceed the agreed purchase price.

RETENTION OF TITLE

22. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law. The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product. The retention of title shall not affect the passing of risk under Clause 10.

LIABILITY FOR DEFECTS

23. Pursuant to the provisions of Clauses 24-39, the Supplier shall remedy any defect or nonconformity (hereinafter termed Defect(s)) resulting from faulty design, materials or workmanship.

24. The Supplier shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Purchaser.

25. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

26. The Supplier shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Purchaser, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Purchaser or to alterations carried out without the Supplier's consent In Writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.

27. The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

28. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 27 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

29. The Purchaser shall without undue delay notify the Supplier in Writing of any defect which appears. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 27 or the extended period(s) under Clause 28, where applicable. The notice shall contain a description of the defect.

If the Purchaser fails to notify the Supplier In Writing of a defect within the time limits set forth in the first paragraph of this Clause, he shall lose his right to have the defect remedied. Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Supplier.

30. On receipt of the notice under Clause 29 the Supplier shall at his own cost remedy the defect without undue delay, as stipulated in Clauses 23-39. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities. Repair shall be carried out at the place where the Product is located unless the Supplier deems it more appropriate that the Product is sent to him or a destination specified by him. If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

31. The Purchaser shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.

32. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.

33. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the defect caused by the Product being located in a place other than the destination stated at the formation of the Contract for the Supplier's delivery to the Purchaser or – if no destination has been stated – the place of delivery.

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

35. If the Purchaser has given such notice as mentioned in Clause 29 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he incurs as a result of the notice.

36. If the Supplier does not fulfil his obligations under Clause 30, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week. If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary repair work at the risk and expense of the Supplier. Where successful repair work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

37. Where the Product has not been successfully repaired, as stipulated under Clause 36,

- a) the Purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the purchase price, or
- b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it, the Purchaser may terminate the Contract by notice In Writing to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for his loss, costs and damages up to a maximum of 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

38. Notwithstanding the provisions of Clauses 23-37 the Supplier shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in Clause 27 or from the end of any other liability period agreed upon by the parties.

39. Save as stipulated in Clauses 23-38, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

40. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part. If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless. If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing. The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 46. The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of Gross Negligence.

FORCE MAJEURE

~~41. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.~~

~~A circumstance referred to in this Clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.~~

~~42. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice. If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.~~

~~43. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 41 for more than six months.~~

ANTICIPATED NON-PERFORMANCE

44. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing.

CONSEQUENTIAL LOSSES and LIABILITIES

45. Save as otherwise stated in these General Conditions there shall be no liability for either Party towards the other Party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

DISPUTES AND APPLICABLE LAW

~~46. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.~~

~~47. The Contract shall be governed by the substantive law of the Supplier's country.~~

OXYMAT amendments to Orgalim S 2012

AD. DEFINITIONS Adding

- **"Suppliers Confidential Information"**: when used herein shall include, without being limited to, business and marketing plans, financings, cost and pricing information, supplier information and Supplier's Technical Information pertaining to the Supplier's Equipment and related software, including any proposed design and specifications for future products and products in development, and all other technical and business information considered confidential by Supplier. Supplier Confidential Information shall not include any information that is generally publicly available or otherwise in the public domain other than as a result of a breach by the receiving party of receiving party's obligations hereunder.

AD. PRODUCT INFORMATION Adding

3.b The Parties shall not change, alter, modify, amend, omit, add to or otherwise vary (collectively "Change") the Product without the other Party's written approval.

3.c Any variations, modifications of or any addition to the quantity or types of Products, which may be required as a result of a change in the technical design basis, change in laws and regulations, locally or internationally, for the supply of Products to Purchaser by Supplier under the Contract shall be regarded as additional services and not included in the supplies under the Contract. Suppliers acceptance of such variation or modification is subject to an adjustment of the related prices and delivery terms, which shall be mutually agreed upon in writing between the Parties.

3.d The Purchaser shall have the right to submit In Writing their request to Supplier for changes to the supply of the Products. If any change to the Work requested by the Purchaser affects the Contract price, delivery schedule, delivery date or other agreed supplies, Supplier shall submit to Purchaser terms and conditions for the execution of changes in the Work.

3.e Prior to commencement of any changes in work or providing any additional services or supplies as specified in this Clause 3, detailed conditions and payments therefore shall be mutually agreed upon In Writing between Purchaser and Supplier.

AD. DELIVERY. PASSING OF RISK Adding

10.b It is understood that partial delivery shall be allowed for the said Contract. Supplier shall notify Purchaser in Writing of the delivery schedule in due time to arrange for pick-up of the Goods.

AD. TIME FOR DELIVERY. DELAY Adding

17.b It is understood that a storage receipt shall be deemed to constitute proof of delivery.

18.b The delivery time as agreed between the Parties shall count from the date on which the following have all been fulfilled;

- 1) The Contract consisting of a Purchase Order and these General Terms and Conditions has been duly signed by both Parties
- 2) The agreed pre-payment has been received by Supplier
- 3) The Design Basis and Technical Requirements are frozen.

18.c Supplier shall have no delivery obligations under this Contract until Supplier has obtained export permission for the Goods contained in the Purchase Order, if applicable. Purchaser shall, free of charge, render all necessary assistance in connection with any requirements by relevant authorities in order to provide documentation related to or by end-users, if applicable.

AD. PAYMENT Adding

21.1 All amounts specified to be paid to Supplier under this Contract shall be understood to be net amounts after deduction of any taxes (including income tax and turnover tax) required to be withheld or paid in the country of Purchaser, country of end-user or any other country outside Denmark and Slovakia. All Danish and/or Slovakian taxes related to payments under this Contract shall be paid by Supplier. Any claim for additional payments due to taxes being imposed will, despite what is otherwise agreed in these General Conditions, not be time barred until six months after such taxes can theoretically still be imposed.

21.2 In case of delay of payment of any amount which has fallen due as specified in clauses 19 through 21, Purchaser shall pay to Supplier interest calculated at 1.5% (one point five per cent) per month on the overdue amount for the period from the amount became due until the amount has been paid and received on Supplier's account. The interest shall be calculated on the basis of monthly compound and 365/360 days (actual number of days lapsed and 360 days per year).

21.3 All amounts payable to Supplier under this Contract shall be transferred to Supplier's account in the agreed currency and as stipulated in the invoice supplied by Supplier to Purchaser. The amount shall be transferred without charges or fees to be paid by Supplier.

21.4 In the event of non-payment, the Supplier reserves the right to pursue all legal remedies available to recover the amount owed. The Supplier shall have a lien as well as a general withholding right on any products and/or services for any and all debts, including old debts, owed by the Purchaser to the Supplier. In case the delivery is such that it relates to products and/or services to be used on or in a vessel (whether or not delivery is made while the vessel is being under construction or not), the Supplier shall have a maritime lien in the vessel until payment and interest have been received by the Supplier.

AD. LIABILITIES FOR DEFECTS Adding

39.1 The guaranteed lifetimes of the Product as stipulated in clauses 23-39, are subject to clauses 39.2 through 39.4 below and that the following conditions are met:

- a) The Products are stored, handled, installed, preventively maintained and operated in strict accordance with instructions given by Supplier in the provided manuals; and
- b) The inlet conditions to the Products as defined in the design basis (if applicable) and equipment specification in Supplier's Order Confirmation as well as the PSA generator shall be equal to or more favourable as compared to the specification in the design basis (if applicable) and equipment specification in Supplier's Order Confirmation.

39.2 The guarantee does not extend to any Products if a defect or malfunction occurs from misuse (at Supplier's sole determination), any feed air malfunctions, improper preventive maintenance (including but not limited to filter and sensor replacements) or external causes. Supplier expressly disclaim any liability whatsoever for failure of PSA generator and related equipment attributable to the Products being affected physically or chemically by mal-operation of the unit or from not-specified components coming from the ambient or upstream units outside Suppliers scope of supply, which has not been accounted for in the design basis.

39.3 Supplier shall have the right to study operating data and inspect the Products with assistance from Purchaser. If it is determined that the cause

is due to Supplier's fault, Supplier shall repair, rectify or replace the Defect item at its own expenses to recover the standards and requirements set out in the Design Basis attached as Appendix to this Contract.

39.4 The measurement of any guarantee values shall be carried out with new service consumables and 3rd party calibrated sensors and instrumentation.

39.5 The warranty shall be null, void and inoperative if the Product has been repaired or altered outside the Supplier's factory without the express written authorization of Supplier.

AD. FORCE MAJEURE Substituting 41 through 43

41. Neither Party shall be considered in default in the performance of its obligations under this Contract, if such performance is prevented or delayed by Force Majeure. Force Majeure shall be understood to be any cause which is beyond the reasonable control of the Party affected, and which is forthwith by notice from the Party affected brought to the attention of the other Party, including but not limited to war, hostilities, revolution, terrorism, civil commotion, strike and other labor disputes, lockout, interruption of operations, transport disruptions, shortage of raw materials, late deliveries, pandemic, epidemic, accident or incidents, fire, wind, flood, earth quake, or because of any law, order proclamation, regulation or ordinance of any government or of any sub-division thereof, or because of any act of God.

42. If one or both of the Parties should be prevented from fulfilling their obligations under this Contract by a state of Force Majeure (as defined in sub-clause 41 of this Contract) lasting continuously for a period of 3 (three) months, the Parties shall consult with each other regarding the future implementation of this Contract.

AD. CONSEQUENTIAL LOSSES and LIABILITIES Adding

45 b. Supplier's maximum liability for each PSA system shall be limited to 100% (hundred percent) of the value of each system as purchased under this Contract. Notwithstanding anything else stated to the contrary in this document, Supplier's total aggregate liability under this Contract shall be limited by 100% (hundred percent) of the total order value.

45 c. On January 30, 2020, WHO declared the current outbreak of Covid-19 (the "COVID-19 OUTBREAK") a Public Health Emergency of International Concern (PHEIC). The Parties hereby confirm to be aware of the COVID-19 OUTBREAK and that the COVID-19 OUTBREAK might significantly adversely impact the Parties' performance under the Contract. To mitigate the Parties' risks and liabilities associated with the COVID-19 OUTBREAK, the Parties hereby agree; (a) the Parties are free from and shall not be liable against each other for any and all losses, delays, liabilities, claims, non-performance or other effects being a direct or reasonably foreseeable indirect result of the COVID-19 OUTBREAK and (b) the Parties hereby explicitly and irrevocably waive any and all rights to claim any damages, compensation, liquidated damages, contractual penalties of any kind whatsoever from the other Party as a result of such losses, delays, liabilities, claims, non-performance or other effects.

AD. DISPUTES AND APPLICABLE LAW Substituting 46 - 47

46. This Contract, including disputes regarding its existence or validity and disputes concerning this arbitration Clause and the arbitration procedure, is governed by Danish law, irrespective of any conflict-of-laws rules which might refer the dispute to the laws of another jurisdiction.

47 Any dispute arising out of or in connection with this Contract, including disputes regarding its existence or validity and disputes regarding this arbitration Clause and the arbitration procedure, must be finally decided by arbitration under the rules of the Danish Institute of Arbitration by a single arbitrator appointed by the Danish Institute of Arbitration. Unless otherwise agreed, the venue shall be in Copenhagen, Denmark. The arbitration language is English.

48. Notwithstanding the foregoing the Parties are entitled to seek any interim measures and/or provisional remedy either through (i) an emergency arbitrator appointed pursuant to the rules of procedure adopted by the Danish Institute of Arbitration, (ii) the ordinary Danish courts in accordance with the Danish Administration of Justice Act or (iii) any foreign courts pursuant to similar provisions available under foreign legislation. Purchaser agrees in advance not to demand security in connection with any interim measures or provisional remedy.

CONFIDENTIALITY - Adding

49.1 Unless otherwise agreed in writing between Purchaser and Supplier, Purchaser shall not use Supplier's proprietary Products supplied under this Contract, and any future improvements thereof made or acquired by Supplier and communicated to Purchaser, for any other purposes than those pertaining to exercising the operation of the Products.

49.2 Purchaser shall hold in confidence and not disclose to any third party any part of Supplier's Technical Information supplied to Purchaser, directly or indirectly, in writing or otherwise, subject to the exceptions specified in sub-clauses 49.3, 49.5, 49.6 and 49.7 of this Contract.

49.3 Purchaser's obligations under sub-clauses 49.1 and 49.2 of this Contract shall not apply to such parts of Supplier's Technical Information, which at the time of the disclosure by Supplier to Purchaser are in the public domain, or which later on become parts of the public domain through no fault of Purchaser.

49.4 Purchaser shall ensure that its executives and employees who will have access to Supplier's Confidential Information shall be under obligation to abide by the confidentiality obligations imposed on Purchaser pursuant to this clause 49.

49.5 Purchaser may disclose the necessary part of Supplier's Confidential Information to 3rd parties (including end-user) for the purpose of performing services, operation and maintenance of the Product and site of installation provided that any such 3rd parties have signed a confidentiality agreement directly with Supplier prior to such.

49.6 To the extent necessary for obtaining prices or quotations for services, materials, and equipment for the plant project, Purchase may disclose to suppliers of such services and to vendors or manufacturers of such materials or equipment portions of Supplier's Confidential Information, provided that suppliers, vendors, or manufacturers (which must not be a competitor to Supplier) who receive confidential technical documentation and information such as P&IDs, drawings and specifications of equipment of Supplier's design, operating manual and other information describing Supplier's Proprietary design, Product process or a major part of the technical design and control philosophy, provided that such 3rd parties have first signed a confidentiality agreement directly with Supplier prior any disclosure.

49.7 The Parties' obligations under this clause 49 shall continue after expiration pursuant to clause 50 of this Contract, after termination, if any, pursuant to clauses 15, 18, 21 and 37 of this Contract, and after assignment, if any, by Purchaser pursuant to sub-clause 50 of this Contract.

SANCTIONS Adding

50.1 The Purchaser represents that neither the Purchaser nor the End-User and/or any of its Subsidiaries, parents or other group companies (collectively, the "Entity") or any director, officer, employee, agent, affiliate, operator of the plant or representative of the Entity, is a government, individual, or entity (in this clause 50.1, "Person") that is, or is owned (partly or entirely) or controlled by a Person that is:

- a) subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Ministry of Foreign Affairs of Denmark, Ministry of Foreign and European affairs of the Slovak Republic, or other relevant sanctions authority (collectively, "Sanctions"); nor
- b) located, organized or resident in a country or territory that is the subject of Sanctions.

50.2 The Entity represents and covenants that it will not, directly or indirectly, use the supplies under this agreement or otherwise make available such supplies (including engineering documents) to any subsidiary, joint venture partner or other Person:

- i. to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; and/or
- ii. in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

50.3 Supplier's delivery obligations under this Contract shall cease immediately, should any type of Sanctions or restrictions in transactions (including but not limited to financial) issued by any applicable authorities,

cf. clause 50.1.a), which may apply towards Supplier related to the supplies under this Contract.

50.4 Notwithstanding anything stated to the contrary in this Contract, Supplier shall not be liable or responsible for any loss, damage, delays, costs, charges and/or expenses for Purchaser or any third parties arising out of or in relation to the occurrence of such an event, including but not limited to non-delivery pursuant to clause 50.3.

MISCELLANEOUS Adding

51. Neither Party may assign this Contract without the prior consent of the other Party In Writing, except to a purchaser of substantially all of its assets, or the entire part thereof related to the field of this Contract, or to a successor by merger or consolidation, provided that in case of assignment by Purchaser, the assignee – which cannot be a competitor to Supplier - shall be approved by Supplier, which approval shall not be unreasonably withheld. No assignment of this Contract shall be valid until and unless all provisions of this Contract have been assumed In Writing by the assignee and the non-assigning Party has been duly notified of the assignment. When duly assigned in accordance with the foregoing, this Contract shall be binding upon and shall inure to the benefit of the assignee. No assignment by Purchaser of this Contract shall relieve Purchaser of its obligations under clause 49 (Confidentiality) of this Contract.

52. This Contract shall expire 2 (two) years from Effective Date unless terminated before as stipulated in clauses 15, 18, 21 and 37 to this Contract. Notwithstanding the above, the Clauses 46.-48. (Law and Venue) and Clauses 49 (Confidentiality) shall survive any termination or expiry.

53. In case of discrepancies between the original Orgalim S 2012 GENERAL CONDITIONS for the SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS and the General Conditions as amended by OXYMAT GROUP, November 2021, the additions as amended by OXYMAT GROUP shall always prevail. **Notwithstanding anything stated to the contrary in any other documents forming part of the Contract, the General Conditions as amended by OXYMAT GROUP, November 2021, shall always prevail** – also in cases where Purchaser has been referring to its own set of general terms and conditions.

54. Any supervision services related to the supply of Products shall be offered by use of supplementary conditions (**Orgalim S 2012 S** as amended by OXYMAT GROUP 2021).

Supplementary conditions

SUPPLEMENTARY CONDITIONS for
the SUPERVISION OF INSTALLATION
OF MECHANICAL, ELECTRICAL AND ELEC-
TRONIC PRODUCTS DELIVERED UNDER
ORGALIM S 2012 (Orgalim S 2012 S).

Brussels, March 2014, as amended by OXYMAT GROUP, November 2021
("Supplementary Conditions")

PREAMBLE

1. These Supplementary Conditions shall supplement the Orgalim S 2012 General Conditions (as amended by OXYMAT GROUP October 2021) when the parties agree In Writing or otherwise thereto.

THE SUPPLIER'S OBLIGATIONS

2. The Supplier shall, upon notification by the Purchaser in accordance with Clause 4, provide the services of one or more competent supervisors
a) to give to the Purchaser or his site representative mentioned in Clause 13 of these Supplementary Conditions the necessary instructions for the installation of the Product and, if provided in the contract, for its commissioning by the Purchaser; and
b) to supervise the manner in which the Supplier's instructions are carried out. The number and qualifications of the Supplier's staff and the estimated duration of installation shall be agreed separately. The Supplier's obligation shall cease if he has not received such notification from the Purchaser within one year following delivery under S 2012.

THE PURCHASER'S OBLIGATIONS

3. Installation shall be carried out by the Purchaser who shall at his own expense provide the skilled and unskilled labour, all equipment and everything necessary for the installation of the Product.

NOTIFICATION OF READINESS OF THE SITE

4. The Purchaser shall give the Supplier at least one month's notice of the date at which the site will be ready for the installation work and the commencement of supervision.

LOCAL LAWS AND REGULATIONS

5. The Purchaser shall in due time provide the Supplier with such information concerning local laws and regulations as is necessary for the proper execution of the Supplier's obligations. The Supplier shall ensure that his staff complies with these laws and regulations.

WORKING CONDITIONS

6. The Purchaser shall ensure that the following conditions are satisfied: a) The supervision shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision is started and shall be maintained during the time of supervision. b) The Supplier's staff shall be able to obtain suitable and convenient board and lodging in the neighborhood of the site and shall have access to internationally acceptable hygiene facilities and medical services. c) The Purchaser shall make available to the Supplier free of charge necessary storage facilities, providing protection against theft and deterioration of the personal effects of the Supplier's staff. d) The Purchaser shall make available to the Supplier free of charge sufficient offices on the site, equipped with telephone and access to the Internet. e) The Purchaser shall give all necessary assistance to ensure that the Supplier's staff obtain in good time visas and any official entry, exit or work permits and (if necessary) tax certificates required in the Purchaser's country, as well as access to the site.

SAFETY REGULATIONS

7. Before commencement of supervision, the Purchaser shall notify the Supplier of all relevant safety regulations in force at the site and the Supplier

shall secure the observance of such safety regulations by his staff.

8. If a breach of these regulations by the Supplier's staff come to the notice of the Purchaser, he may require them to be noted forthwith in the site register which the Supplier is obliged to keep in accordance with Clause 13.

9. The Supplier shall inform the Purchaser of any special risks which the execution of the installation may entail.

SUPERVISION PAID FOR ON A TIME BASIS

10. Where the parties have agreed that supervision shall be paid for on a time basis, the following shall apply:

10.1. The rates to be paid by the Purchaser are those stipulated in the contract. These rates shall be paid from the date of departure from the Supplier's premises until the date of return, including nonworking days and the time needed for preparation and formalities incidental to the outward and homeward journeys.

10.2. Payment shall be made against monthly invoices concerning the supervision carried out. Payment shall be made within 30 days from the date of the invoice.

10.3. The following items shall be separately charged:

- a) all travelling expenses incurred by the Supplier in respect of his staff and the transport of their equipment and personal effects using the means and class of travel specified in the contract;
- b) cost of board and lodging and other living expenses, including any appropriate allowances, of the Supplier's staff for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident;
- c) overtime and work on locally recognised days of rest and local public holidays and outside normal working hours shall be charged at special rates. The rates shall be as agreed in the contract, or, failing agreement, as normally charged by the Supplier;
- d) time necessarily spent on daily travel between lodgings and the site if it exceeds half an hour each way;
- e) any costs incurred by the Supplier in accordance with the contract, in connection with the provision of equipment by him;
- f) any taxes or dues levied on the invoice and payable by the Supplier or his staff in the country where supervision takes place.

SUPERVISION PAID FOR BY A LUMP SUM

11. Where the parties have agreed that the supervision shall be paid for on the basis of a lump sum and the lump sum is not included in the price for the Product, the payment shall be made against invoices of 10% at the signature of the contract, 30% at the notification according to Clause 4 and the remaining part of the lump sum when the supervision has been finished.

12. The quoted lump sum price shall be deemed to include all the items mentioned in Clause 10.3. a) to e). If the supervision is delayed due to a cause for which the Purchaser or any contractor other than the Supplier is responsible, the Purchaser shall compensate the Supplier for:

- a) extra work resulting from the delay;
- b) waiting time and time spent on extra journeys to and from the site;
- c) costs as a result of the Supplier having to keep his equipment at the site for a longer time than expected;
- d) additional costs for journeys and board and lodging for the Supplier's staff;
- e) other documented costs incurred by the Supplier as a result of changes in the supervision program.

SITE REPRESENTATIVES AND SITE REGISTER

13.1. Each of the parties shall by notice In Writing appoint a representative to act on his behalf during the supervision. Such appointment shall be made at the latest on the date of notification under Clause 4. Unless otherwise specified in the contract, they shall be authorised to act on behalf of their respective party in all matters concerning the installation work and the supervision.

Wherever these Supplementary Conditions stipulate that notice In Writing shall be given, the representative shall be authorised to receive such notice on behalf of the party he represents.

13.2. The Supplier shall keep a site register in which he shall note all installation and supervision work carried out and problems encountered.

This site register shall be completed and signed daily by the representatives of the parties. The representatives shall be authorised to sign the site register.

WORK NOT COVERED BY THE CONTRACT

14. The Purchaser shall not be entitled to use the Supplier's staff to perform any work not covered by the contract without the previous consent In Writing of the Supplier.

SUSPENSION OF SUPERVISION

15. The Supplier shall be entitled without prior notice, to suspend the supervision and withdraw his staff, if an invoice is not paid at the due date.

16. If the installation work is suspended for a cause for which the Supplier is not responsible:

- a) the Purchaser shall be entitled to send home the Supplier's staff, provided he pays the expenses resulting therefrom;
- b) the Supplier shall be entitled to recall his staff at the expense of the Purchaser if the suspension of installation work exceeds a period of two weeks. If the Supplier's staff is sent home or recalled, the contract is not terminated and its performance is merely suspended until the Purchaser has required the return of the Supplier's staff to the site by giving at least one month's notice or as may be agreed. If the suspension of the installation work lasts longer than three months the Supplier shall be entitled to terminate the supervision contract.

SUPPLIER'S LIABILITY

17. The Supplier shall be liable for any damage to the Product and to the property of the Purchaser caused by the Supplier's negligence during the supervision and for any defects in the installation work resulting from the Supplier's failure to adequately perform his obligations under Clause 2. The liability of the Supplier shall in this respect however be limited to the agreed price for the supervision work. The Supplier shall in case of any extra installation work resulting from the Supplier's negligence or failure be obliged to perform any related supervision work at no charge.

18. Save as otherwise stated in these Supplementary Conditions there shall be no liability on the Supplier towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

OXYMAT amendments to Orgalim S 2012 S

AD. SUPPLIERS LIABILITY Adding

19. Notwithstanding anything stated above, the maximum aggregate liability under this Contract for supervision services shall be limited to 100% (hundred percent) of the Contract price for such services.

MISCELLANEOUS Adding

20. In case Supplier, at its sole discretion, decides that the site of supervision services is unsafe, including but not limited to the Force Majeure reasons above, Supplier reserves the right to withdraw its supervisor(s) and be entitled not to dispatch Supplier's supervisors to the site of the supervision of installation of the Product or to the Country of Purchaser. In such case, Supplier shall do its utmost to assist Purchaser and perform supervision to Purchaser on remote basis for the agreed supervision work. Notwithstanding anything else stated to the contrary in this Contract, Supplier shall have no liability for any such cancellation.

21. In case of discrepancies between the original Orgalim S 2012 S SUPPLEMENTARY CONDITIONS for the SUPERVISION OF INSTALLATION OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS DELIVERED UNDER ORGALIM S 2012 and the Supplementary Conditions as amended by OXYMAT GROUP, November 2021, the additions as amended by OXYMAT GROUP shall always prevail.

Notwithstanding anything stated to the contrary in any other documents forming part of the Contract, the Supplementary Conditions as amended by OXYMAT GROUP, November 2021, shall always prevail – also in cases where Purchaser has been referring to its own set of general terms and conditions.