

General Terms and Conditions
valid for spare parts, field service and repairs

1. General Remarks

This document, together with any additional letters signed by Seller, Primus Energy GmbH, and Buyer, constitute the entire and sole „Contract“ for the sale of parts and services (field service and repairs), and related matters between the parties concerned. There are no other contracts, representations or warranties except those expressly set forth in this contract. These terms and conditions may not be modified without written consent. The parties concerned agree that all additional agreements are void. The contract shall become effective upon signature by both parties hereto.

2. Terms of payment, tax exemption, interest in case of delayed payment, additional rights of the seller / no set-offs

- a) Deliveries are made exclusively and solely against advance payment or, if applicable, according to the terms of payment as specified in the order confirmation by Primus Energy GmbH.
- b) Field services rendered
Customer services performed on site will be invoiced weekly or shortly after completion of the work on site. All payments due under this contract are in Euro.
- c) Tax exemption
Seller's prices do not include sales, use or other taxes and duties on sales and / or services. Taxes will be billed separately.
Seller will accept a valid exemption certificate from Buyer. If the validity of the exemption certificate is not accepted by the respective official tax authority, Buyer agrees to reimburse Seller immediately for all taxes incurred.
- d) Interest in case of delayed payment
Invoiced amounts shall be due and payable on receipt of invoice (date of service). A late payment charge equal to the maximum amount permitted by applicable law shall be immediately due and payable on due amounts not paid within thirty (30) days on receipt of invoice.
- e) Additional rights of the seller
Buyer undertakes to reimburse all costs resulting from the delay of payment. Buyer's delay in payment shall also entitle Seller to suspend performance of the owed service and/or to change the delivery and completion dates and/or to terminate this contract. If Seller terminates this contract, Buyer agrees to compensate Seller as if Buyer had terminated the contract in question pursuant to clause 7.
- f) Contractual exclusion of set-off
Buyer shall not be entitled to any right of retention. Any set-offs shall be excluded.

3. Completion, ownership and risk of loss.

Completion dates are estimated dates only and are based on prompt receipt of the prime movers and/or free access to the prime movers in question; particularly if work is to be performed at Buyer's premises.

Title and full risk of loss (including shipment delays and losses) shall pass to Buyer upon delivery of the parts (FCA Free Carrier) from Seller's location in Oberhausen, Germany, in conformance with Incoterms 2020, unless specified otherwise in the respective confirmation of order.

4. Delays due to causes beyond Seller's reasonable control

Seller shall use reasonable commercial efforts to meet the dates scheduled for delivery and other performance obligations. Seller shall not be liable for delays in delivery or performance or failure to manufacture or deliver due to reasons beyond Seller's control and responsibility.
In particular, this includes, but is not limited to, strikes, delays, lockouts, riots, civil disturbances, war (declared or undeclared), terrorism, fire and acts of nature beyond control (force majeure).
Seller's performance period shall be deemed suspended during such delays and for a reasonable period of time (grace period) thereafter; Buyer shall then accept performance under such conditions.
Any claim for damages or contractual penalties shall be excluded.
The term „performance“ as used herein particularly comprises engineering, design, manufacture, transportation, delivery, assembly, installation, testing and warranty repair or replacement, as applicable. Should such delay (as mentioned above) continue for a total of more than ninety (90) days, then the parties concerned agree that the contract shall be considered cancelled.

5. Buyer's responsibilities

- a) Provided that work must take place on Buyer's site (due to the contract or warranty rights as per clause 6), Seller and Seller's workforce shall be provided with adequate, free and unobstructed access to the respective site and the prime movers at all times.
Buyer undertakes to store and take appropriate care of parts and tools necessary to complete Seller's work. Buyer agrees to provide safe and apt working conditions and secure storage for Seller's property required for Seller to perform the stipulated services at Buyer's facility. If any delay in the work is caused by Buyer, the time and costs of the delay shall be the responsibility of or charged to Buyer.
- b) Buyer is bound to and shall provide all necessary labor, cranes, special tools, – not furnished by Seller – parts, materials, steam, electricity, gas, oil, water and other materials and supplies required to repair and operate the prime movers. Unless otherwise agreed in writing, the responsibility of Seller's employees shall be limited to the stipulated performance of the work. Seller shall not be under the obligation to supervise Buyer's employees, subcontractors or other representatives.
- (c) Buyer is bound to and shall provide to Seller the required Material Data Sheets (MSDS) of Federal Regulation 29CFR1910.1200 – Hazard Communications (or their equivalent, according to the locally applicable laws), regarding all

hazardous materials and hazardous substances with which Seller's employees may come into contact within the context of their work assignment.

6. Warranty

- a) Seller warrants that the assignment in question will meet the specific stipulations of this contract and will be performed in a proper and workmanlike manner. Seller grants a warranty of six (6) months for the aforementioned work and/or services after completion of the stipulated assignment. In addition, Seller grants a warranty for parts furnished for a period of twelve (12) months from the date of initial operation or eighteen (18) months from the date of shipment, whichever occurs first. All claims based on defective work must be made in writing immediately upon discovery.
- b) After the notice of defect and the corresponding proof of the defect, Seller is obliged to provide supplementary performance at his option. The choices / options are as follows: (1) to provide the repair anew, (2) to refund an appropriate part of the agreed contract price, (3) to deliver spare parts to the original place of dispatch, if required, or (4) in the case of a service, to provide it anew. Under no circumstances shall Seller have to perform removal and/or reassembly, disassembly and/or reinstalling of equipment.
- c) Seller shall not be liable for the cost of any repair of, exchange of or adjustment to parts manufactured by Buyer or for work performed by Buyer or other persons.
- d) No defect may be claimed regarding any parts whatsoever unless Buyer properly stores, installs, handles or maintains each unit or part in accordance with Seller's customary practice or specific recommendations and/or uses according to the operating instructions or service descriptions of a unit and/or part; all of the aforementioned shall be Buyer's responsibility.
This does not apply if Seller explicitly agrees otherwise in writing.
In addition, if Seller does not grant a performance warranty with regard to any effects of corrosion and/or erosion due to a liquid or gas and normal wear and tear, said performance warranty is explicitly excluded from the warranty.
- e) The aforementioned warranty rights apply exclusively and are conclusive irrespective of whether something else is stipulated in writing, verbally, implied or by law.

7. Modification & termination

- a) Buyer may request changes in the work. Buyer and Seller, though, must first agree in writing on the increase or decrease of the prior agreed amount of the order or the increase or decrease in the time period in which the work is to be performed (if at all), before Seller implements the modifications to the work. But, Buyer and Seller explicitly agree that, with respect to time, material and labor, a signed time sheet (or other similar document) for the amount of work in excess of the quantity specified in an order (or other work authorization / permit (approval) document), a change order shall be issued and shall require Buyer's agreement that Buyer will continue to pay Seller for such additional work at the agreed upon rates. All such work shall continue to be subject to the terms and conditions of this contract.
- b) The following shall apply to the termination of this contract as a whole or of an order or any part thereof, which is connected with the work and/or the parts:

If Buyer gives (30) days advance notice of termination of the contract, Buyer shall be under the obligation to pay at least 75% of the contract / order value. If Seller receives written notice in less than thirty (30) days in advance, Buyer agrees that Buyer will instantly pay Seller 100% of said value.

c) If this contract is terminated or if Seller considers a suspension as a cancellation according to clause 14, then Seller subsequently has the option to perform the agreed repairs or deliver parts in their actual, as-is condition to Buyer or a third party based on CIP (Incoterms 2020). Upon such delivery, title and full risk of loss shall pass to Buyer. Buyer agrees to pay all handling, transportation / shipment, storage and insurance costs related to the related/relevant delivery respectively all invoices or further costs incurred that may occur for Seller in this context. Furthermore, if Buyer cancels any customer services at any time, then Buyer agrees to pay Seller's invoice promptly and in full for all completed customer services up to the date Seller receives notice of cancellation, plus 15% of the specified value of the customer services that would still have been performed had Buyer not canceled them or Seller's demobilization costs, whichever amount is the greater.

8. Limitation of liability

- a) Limitation of Liability
 - (1) The rights of Buyer set forth herein shall be exclusive and without prejudice to any other provisions. This includes Seller's complete liability with regard to claims arising from this contract or relating to the work and/or sale of spare parts incidental thereto and/or all related fields and/or services performed hereunder, whether they are based on contract, indemnity, tort, strict liability or otherwise. Liability shall be limited to the contract value.
 - (2) Seller shall not be liable to Buyer or any third party for any indirect, incidental, special, punitive or any other indirect damages arising from this agreement or any breach of this agreement, or for any damages (direct or indirect) arising out of loss of use, loss of profits or revenue, interest, lost goodwill, work stoppage / walkout, impairment of other goods, loss due to business shutdown or downtime, increased operating expenses, acquisition costs for substitute services or claims of Buyer or Buyer's customers, for service interruptions, and/or any other similar type of damages, whether or not such loss or damage is based on contract, indemnity, tort, strict liability, or anything else, even if Seller has been notified in advance of the aforementioned losses and damages that might be possible or occur.
 - b) Contractor shall only be liable for damages that have not occurred to the object of repair itself in the following cases
 - in case of intent (deliberate action)
 - in case of gross negligence of the owner/the company's organs or executive staff
 - in case of culpable injury to life, body, health
 - in case of defects which Contractor has fraudulently concealed
 - insofar as liability exists under the Product Liability Act for personal injury or damage to privately used objects.
- Any liability for financial loss resulting from consequential damage is generally excluded.

c) Indemnification

Buyer and Seller (as applicable, the „Indemnifying Party“) each agree to defend, indemnify and hold harmless the other, the other's subsidiaries and executive officers, directors and employees (the „Indemnified Parties“) from any claim or cause of action.

For third party personal injuries and/or third party property damages, the Indemnified Party shall be indemnified to the extent of negligence.

9. Applicable/Governing Law

The interpretation, validity and performance of this agreement and all non-contractual obligations arising out of or in connection with this agreement shall be governed by German law; the UN Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Headings are for convenience only and shall have no legal effect. The exclusive place of jurisdiction for all disputes arising from this contract shall be the Regional Court of Duisburg (Federal Republic of Germany).

10. Persistence of the contract terms

The provision of clauses 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14 and 15 shall on all accounts survive termination, expiration or cancellation of this contract.

11. Mutual obligation to safeguard confidential information.

Before Seller or Buyer discloses its or any confidential information to a third party, the parties shall first enter into a mutual agreement based on a confidentiality agreement (non-disclosure agreement).

12. Export policy and guidelines

a) Buyer agrees that the work or parts purchased from Seller will not be exported or re-exported to locations/countries in violation of European Union embargoes or sanctions. Buyer further agrees that such goods will not be exported or re-exported in violation of European Union export control laws and regulations and that they will not be used for any purpose contrary to European Union laws.

13. Creditworthiness

If Seller determines that Buyer's creditworthiness is unacceptable, Seller may then suspend performance until Seller receives in writing Buyer's timely adequate and sufficient assurances of Buyer's creditworthiness that are acceptable to Seller.

14. Suspension of Work by Buyer

If Buyer suspends, delays or otherwise impedes Seller's performance under this contract for a period exceeding the aggregate of sixty (60) days, then, unless otherwise stated in writing by Seller, Seller may treat such suspension as a termination / cancellation of the contract for convenience by Buyer and, as such, Buyer undertakes to pay Seller for such cancellation in accordance with clause 7 and such other costs as expressly provided in this Contract.

15. Purchase of spare parts

If Buyer decides under this contract to order spare parts, regardless of size or order value, the terms and conditions set forth herein shall apply.

These General Terms and Conditions exist in a German and an English version. In case of discrepancies or ambiguities the German version shall prevail exclusively.

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