

# INNIO JENBACHER TERMS AND CONDITIONS FOR SALE OF PARTS AND PROVISION OF SERVICES

## 1. Definitions

As used in this Contract, capitalized terms have the meanings indicated below or as separately defined elsewhere in the Contract unless the context requires otherwise:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by or is under common control with a Party.

**"Buyer"** means the entity to which Seller is providing Parts or Services under the Contract.

**"Buyer Taxes"** means all taxes, duties, fees, or other charges of any nature including, excise, export, income, import, license, property, sales, stamp, storage, transfer, turnover, use, or value-added taxes, and any and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, other than Seller Taxes, imposed on either Party due to the execution of any agreement or the performance of or payment for Work hereunder.

**"Confidential Information"** means (i) this Contract and all prior drafts (ii) all information that is disclosed by the Disclosing Party and its Affiliates to the Receiving Party and its Affiliates in connection with this Contract. Confidential Information does not include Information that: (i) is or becomes generally available in the public domain other than from disclosure by the Receiving Party, its representatives or its Affiliates; (ii) is legitimately made available to the Receiving Party on a non-confidential basis from a third party; (iii) is independently developed by the Receiving Party; or (iv) is required to be disclosed by law, a valid legal process or a government agency (in which case the Receiving Party shall notify the Disclosing Party in advance so that the Disclosing Party may seek any appropriate protective order).

**"Contract"** means either the contract or the purchase order signed by parties for the sale of Parts and provision of Services together with these terms and conditions and any other documents incorporated by reference.

**"Contract Price"** means the price for the Work set forth in the applicable contract or purchase order.

**"Equipment"** means Buyer's equipment on which the Parts will be installed and/or the Services will be performed.

**"Field Services"** means technical advisory or field engineering services such as testing, adjustment, programming, borescope inspections, package calibrations, general turbine maintenance, mapping, troubleshooting and other similar services. Unless otherwise specified in the Seller's proposal, Field Services do not include supervision or management of Buyer's employees, agents, or other contractors.

**"Law" or "Laws"** means those laws, regulations, decrees or similar orders with mandatory effect issued by the legislative, judicial or executive branch of any relevant government, in effect as of the date of Seller's proposal to Buyer, to the extent such laws, regulations, decrees or similar orders are applicable to this Contract.

**"Part(s)"** means all parts, materials, supplies, components, overhauled or repaired shortblock or longblock engines and other goods which Seller has contracted to supply to Buyer under the Contract.

**"Repair Services"** means service shop work performed in a service shop or at the Site, such as, but not limited to: machining; welding; grinding; polishing; cleaning; inspection; disassembly, reassembly and machine tool work (*i.e.* lathe work or vertical bore mill work)

**"Seller"** means the entity providing Parts or Services under this Contract and its successors and permitted assigns.

**"Seller Taxes"** means corporate and individual taxes measured by net income or profit imposed on Seller, its employees, Subcontractors or Suppliers due to the execution of any agreement or the performance of or payment for Work hereunder, save as provided in Article 2 in relation to withholding tax for income on payments to Seller.

**"Services"** means Field Services, Repair Services and any other services Seller has agreed to perform for Buyer under the Contract.

**"Site"** means the location where the Equipment is located.

**"Software"** means a computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device, and shall include without limitation any of Seller's proprietary operating Software, provided for the ordinary operation of the Equipment, any optional Software to enhance the operation of the Equipment, as well as any upgrades or revisions of this material provided by Seller.

**"Subcontractor"** means any entity having a contract with Seller to provide specific services to be performed at the Site in connection with this Contract.

**"Supplier"** means any entity having a contract with Seller to supply material, equipment, labor, goods, or services to Seller for installation on the Equipment or inclusion in the Services provided by Seller under this Contract, other than those specific services to be performed by Subcontractors at the Site.

**"Work"** means the supply of the Parts and/or the performance of the Services, and any corrective actions pursuant to the Seller's warranty obligations in Article 9.

## 2. Taxes and Duties

a) **Seller Taxes.** Unless otherwise specified in this Contract, Seller shall be responsible for, and shall pay directly, Seller Taxes. If Buyer deducts or withholds Seller Taxes, Buyer shall furnish within thirty (30) Days of Seller's request official receipts from the appropriate governmental authority for each deducted or withheld Seller Taxes.

b) **Buyer Taxes.** When requested by Seller, Buyer agrees to furnish without charge evidence of tax or duty exemption acceptable to the taxing or customs authorities. Furthermore, if Buyer arranges for export shipment, Buyer agrees to provide Seller without charge, an export bill of lading or a copy of the respective transport document evidencing transportation to the Site of installation.

Buyer shall be responsible for, and shall pay directly when due and payable, any and all Buyer Taxes, and all payments due and payable by Buyer to Seller hereunder shall be made in the full amount of the Contract Price, free and clear of all deductions and withholding for Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts to Seller to cause the amounts actually received by Seller, net of deducted or withheld Buyer Taxes, to equal the full amount of the Contract Price, and provide Seller on request with official receipts from the appropriate governmental authority for the deducted or withheld Buyer Taxes. If Seller is required by Law to collect and remit or to pay Buyer Taxes, Buyer shall, promptly upon presentation of Seller's invoice for such Buyer Taxes, pay to Seller in the currency of Seller's invoice, an amount equal to the U.S. dollar value of such Buyer Taxes.

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**3. Payment Terms**

a) All prices are exclusive of taxes and Buyer shall be responsible for taxes imposed on sale of Parts or performance of Services to Buyer, including sales, use, excise, value-added, works contract or other similar taxes or duties. All invoices are due and payable at the specified payment date or thirty (30) days after invoice date if no payment schedule has been specified in the Contract or in Seller's confirmation of order. In case Buyer defaults in payment, Buyer shall be subject to a default interest of five percent (5%) above Euribor, but not less than ten percent (10%) per annum of the outstanding amounts due to Seller. If Buyer is in any default in payment, Seller may demand immediate payment of the entire remaining contract amount; but this shall not affect Seller's right to terminate the contract for default in payment. If Seller retains a collection agency, an attorney or other third party to collect outstanding claims, all collection charges (including legal fees) shall be borne by Buyer.

b) All payments shall be made by wire transfer or out of a Letter of Credit. Buyer may not set off Buyer's claims against Seller's or any Affiliate of Seller's payment claims. To the extent permitted by law, Buyer shall have no right of retention.

c) If Buyer is in default with payment or any other services, Seller is entitled, notwithstanding any other claims, to withhold the supply of Parts or provision of Services until Buyer becomes current on its contractual obligations or to rescind or terminate the contract for non-performance, after granting a reasonable grace period, and to assert damages (in particular for non-performance).

d) Any debt under this Contract, that exceeds a maturity of beyond 30 days from date of invoice shall entitle Seller to terminate this Contract with immediate effect.

e) Buyer must ensure that payment terms down Buyer's distribution chain do not exceed a maturity period beyond 30 days from date of transfer of title for goods or from final invoice for services. Buyer must notify Seller within ten (10) days of any payments down Buyer's distribution chain that exceed 30 days' maturity from that point in time. Failure to comply with this provision shall entitle Seller to terminate this Contract with immediate effect.

**4. Delivery, Title Transfer, Risk of Loss**

a) Seller shall deliver Parts FCA Seller's facility or warehouse (where no export involved) or FCA Port of Export (where export involved) (Incoterms 2010) ("Delivery", and the terms "Deliver" and "Delivered" shall be construed and interpreted accordingly), subject to Article 7. Partial deliveries are permitted. Title to Parts and risk of loss shall transfer from Seller to Buyer upon the earlier of (i) Delivery or (ii) shipment to storage.

b) When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

c) Title to Services shall pass to Buyer as performed.

**5. Suspension**

Seller may suspend the supply of Parts or the provision of Services by written notice to Buyer, if Buyer fails to perform its obligations in accordance with the Contract. Any cost incurred by the Seller in accordance with any such suspension shall be payable by the Buyer upon submission of the Seller's invoice.

**6. Termination for Cause**

a) Grounds for Termination. Either Party (the "Non-Defaulting Party") may terminate this Contract if the other Party (the "Defaulting Party") (i) becomes insolvent or (ii) commits a breach of a material obligation for which this Contract does not provide an exclusive remedy, and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or if it is not possible to cure the breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

b) Remedy in the Event of Termination by Buyer. If Buyer terminates this Contract as provided above, Buyer shall pay Seller that portion of the Contract Price allocable to the Parts title transferred or Services performed prior to termination. If the payments received by Seller as of the date of such termination are in excess of such portion of the Contract Price, Seller shall return the excess of such payments to Buyer. In addition, Seller shall pay to Buyer an amount equal to the excess of the actual and reasonable amount paid by Buyer to another vendor for parts and/or services comparable to the terminated Work over that portion of the Contract Price allocable to the terminated Work, if any.

c) Remedy in the Event of Termination by Seller. If Seller terminates this Contract as provided above, Buyer shall pay to Seller all Parts delivered and Services performed before the effective date of the termination.

**7. Shipment to Storage**

If Parts cannot be delivered to Buyer when ready due to any cause not attributable to Seller, Seller may, on Buyer's behalf and giving seven (7) days' prior written notice, ship such Parts to storage, such storage being in accordance with any technical specifications or other instructions provided by Seller. If such Parts are placed in storage, the following conditions shall apply: (i) title (save in the event of storage being due to suspension by Seller under Article 5 and risk of loss shall pass to Buyer; (ii) any amounts otherwise payable to Seller upon notice of readiness to ship or shipment shall be payable upon presentation of Seller's invoice, which Seller may issue promptly upon shipment of the Parts to storage; (iii) all related expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, short-term preservation, storage fees, removal charges and any taxes shall be payable by Buyer upon submission of Seller's invoice. When conditions permit and upon payment of all amounts due hereunder, Seller shall deliver the Parts.

**8. Excusable Delays**

Neither Party shall have any liability or be in breach or default of its obligations under this Contract to the extent that its performance is delayed or prevented, by any cause beyond its reasonable control. If Seller is delayed by Buyer, its other contractors or Suppliers, Seller shall also be entitled to an equitable price adjustment. The affected Party shall notify the other Party of any Excusable Delay. In no event will an Excusable Delay relieve either Party of its obligation to make any payment hereunder when due. If any Excusable Delay extends for more than one hundred eighty (180) Days and the Parties have not agreed upon a revised basis for continuing the Work at the end of the Excusable Delay, including adjustment of the Contract Price, then either Party (except where Excusable Delay is caused by Buyer, in which event only Seller) may, upon thirty (30) Days' written notice, terminate this Contract with respect to any Part to which title has not yet passed, whereupon Buyer shall promptly pay

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Seller all Parts delivered and Services performed before the effective date of the termination.

**9. Warranty**

a) Warranty Period. Except for overhauled or repaired shortblock or longblock engines, Seller warrants the Parts on the terms set forth in this Article 9 for twelve (12) months from its first use or eighteen (18) months from the date of Seller's Notice of readiness to ship, whichever period shall first expire. (the "Warranty Period"). The Warranty Period for overhauled or repaired shortblock or longblock engines shall be twelve (12) months from date of re-commissioning, or thirteen (13) months for deliveries within Europe or fourteen (14) months for deliveries outside of Europe, from Seller's written confirmation of readiness to ship from its facility, whichever is earlier.

b) Warranty. Seller warrants to Buyer that during the Warranty Period (i) the Parts shall be free from defects in material, workmanship and title.

c) Remedy. If the Parts do not meet the above warranties during the Warranty Period, Buyer shall promptly notify Seller in writing prior to expiration of the Warranty Period. Seller shall thereafter, as soon as is practicable, correct any warranty defect, at its expense, by at its option (i) repairing or replace any defective Part. Buyer shall (i) ensure Seller's access to the Equipment to perform remedial work and (ii) be responsible for removal or replacement of systems, structures or other parts of the Facility. If a defect in a Part cannot be corrected by Seller's reasonable efforts, the Parties will negotiate an equitable adjustment in Contract Price with respect to such Part.

d) Warranty on Remedial Work. Any repaired or replaced Part furnished under this warranty shall carry warranties on the same terms as set forth above, except that the applicable warranty period for such Part shall be the longer of (a) the remainder of the original Warranty Period or (b) six (6) months from the date of such repair or replacement. However, the repair/replacement warranty period and Seller's responsibilities set forth herein for such repaired or replacement Part shall end six (6) months after expiration of the original Warranty Period. Buyer shall store any defective part at Buyer's site for a period of the lesser of (i) 6 months or while the warranty case is pending. Upon Seller's request and within 14 days from receipt of such request by Buyer, Buyer shall make available defective parts to Seller FCA Buyer's site.

e) Exclusions and Further Conditions. Seller does not warrant the Parts against normal wear and tear, including wear and tear caused by environmental conditions or operation of the engine, type or quality of fuel, detrimental air inlet conditions or erosion, corrosion or material deposits from fluids, maintenance materials, such as filters (including inlet air filters), greases, lubricants, sensors, fuses, thermocouples, gauges, switches, light bulbs, batteries, spark plugs, pre-chamber gas valves. The warranties and remedies set forth herein are further conditioned upon (i) proper storage, installation, operation, and maintenance of the Parts in conformance with the operation instruction manuals provided by Seller and/or its Subcontractors or Suppliers (including any required warranty preservation services in the event of long term storage) and (ii) repair or modification of the Parts only pursuant to Seller's instructions or approval. Buyer shall keep and make available proper records of operation and maintenance during the Warranty Period.

f) Exclusive Remedies and Warranties. This Article 9 sets forth the sole and exclusive remedies for all claims based on

failure of or defect in the Parts and Services provided under this Contract, whenever arising and whether a claim, however instituted, is based on contract, warranty, tort (including negligence), strict liability or otherwise. The foregoing Warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. No implied statutory warranty of merchantability or fitness for a particular purpose shall apply.

**10. Indemnification**

a) General Indemnity Each party (each the "Indemnifying Party") shall indemnify and hold harmless the other party (each the "Indemnified Party") from and against any loss or expense arising by reason of physical damage to the property of third parties or bodily injury, including death, of persons to the extent that such damage or injury results directly from the negligence of the Indemnifying Party or its subcontractors in relation to this Contract and to the extent the Indemnifying Party is liable to the third party or injured person under applicable law. If damage or injury is caused by the joint or concurrent negligence of the Parties, their officers, employees, agents, or subcontractors, these Parties shall bear the loss in proportion to their or their officers', employees', agents' or subcontractors' percentage of negligence. The indemnities provided in this Article 10 a) shall apply only if the Indemnified Party gives the Indemnifying Party prompt notice of any claim and provides the Indemnifying Party all necessary information and assistance so that the Indemnifying Party may, at its option, defend or settle the claim. For purposes of Seller's indemnity responsibility under this Article 10 a), no portion of Parts, Buyer's Equipment or Site is considered third party property.

b) Patent Indemnity. Seller shall indemnify Buyer against any claim by third party alleging that Parts manufactured by Seller and furnished under this Contract infringe a patent in effect in the U.S. or an EU member state, provided that Buyer does not take any position adverse to Seller, gives Seller sole authority to control defense and settle the claim, and provides Seller with its reasonable assistance. Seller shall not be liable and this indemnity shall not apply if such claim is based on modified Parts, a Buyer failure to implement any update provided by Seller that would have prevented the claim, unauthorized use of Parts or Parts made or performed to Buyer's specifications. If Seller is unable to procure Buyer with a non-infringing Part, Seller may take back infringing Parts or Services and refund the price received by Seller attributable to the infringing Parts or Services. This Article 10 b) states the entire liability of Seller for patent infringement of any Parts.

**11. Limitation of Liability**

a) Exclusion or limitation of Seller's liability shall exclusively be applicable within the limits of what is permitted by governing law. Such exclusion or limitation shall therefore not apply in the event of intentional misconduct, gross negligence or culpable death, bodily injury or damage to health.

b) The total liability of Seller, on all claims of any kind, whether in contract, extra work, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability, or otherwise, arising out of the performance or breach of this Contract, shall not exceed hundred percent (100%) of the portion of the Contract Price allocable to the Parts or Services giving rise to the claim. Notwithstanding anything to the contrary, all Seller liability shall end twelve

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(12) months following the end of the Warranty Period for the Parts or Services giving rise to the claim.

c) In no event, whether as a result of breach of contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability, or otherwise, shall Seller or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the facility or the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of Buyer's Buyers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.

d) If Seller furnishes Buyer with advice or assistance concerning any products, systems or work which is not required pursuant to this Contract, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, warranty, indemnity, tort (including negligence), strict liability or otherwise.

e) Buyer waives rights of recovery against Seller for damages covered by Buyer's insurance policies. For damages covered by insurance and related to the Scope of Supply of this Contract, Buyer commits to agree a waiver of subrogation with Buyer's insurance company. Buyer will indemnify and hold harmless Seller for any claims raised by Buyer's insurance company against Seller.

f) For the purpose of this Article 11, the term "Seller" shall mean Seller, its parent, affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively. The provisions of this Article 11 shall prevail over any conflicting or inconsistent provision contained in any of the documents comprising this Contract, except to the extent that such provisions further restrict Seller's liability.

**12. Confidential Information**

a) Seller and Buyer (both as to information disclosed, a "Disclosing Party") may each provide the other (both as to information received, a "Receiving Party") with Confidential Information. The Receiving Party agrees: (i) to use the Confidential Information only in connection with this Contract and permitted use(s) and maintenance of the Equipment, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, officers, agents or financing parties ("Representatives") (or those of its Affiliates) who have a need to know for the Receiving Party to perform its obligations under this Contract or to use and maintain the Equipment, and (iii) not to disclose the Confidential Information to any other party and in no case to a competitor of the Disclosing Party. The Receiving Party shall obtain a written commitment from any third party recipient of Confidential Information to comply with the terms of this Article. The restrictions of this Article shall expire ten (10) years after the date of disclosure of the Confidential Information. Buyer agrees that Seller may also access, collect, maintain, process and use machine, technical, system usage and related information, including, but not limited to, information about Buyer's Equipment that is gathered periodically to facilitate the provision of parts, services, product support and training to Buyer. Seller or its affiliates may use this information to provide, develop or improve Seller's products or services.

b) All know-how, patents, copyrights, designs, or other intellectual property made available by Seller, or developed during the Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by, and vest in, Seller. Buyer shall not itself, and shall not allow any person

or entity to, reverse engineer the Equipment, Parts, Services or parts thereof.

**13. Software License**

Seller grants to Buyer a non-exclusive and irrevocable right to use Software, to the extent necessary to properly use the Equipment. This right shall be non-assignable and non-transferable (except Buyer may assign to any subsequent purchaser of the Equipment). Seller is under no obligation to provide Software upgrades or revisions, unless previously agreed to in writing. Buyer may make one copy of the Software in machine-readable form for backup purposes only. Buyer may not (i) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software; (ii) remove any product identification, copyright, trademark, or other notice from the Software; (iii) modify, adapt or translate the Software. Use of any third party software shall be governed by the terms of that third party software.

**14. Export Control**

Buyer hereby certifies that the Equipment, Software and/or technology to be delivered to Buyer according to this Contract will not be re-exported, transferred, or diverted to any government, corporation, organization or individual in violation of any applicable export and re-export laws and regulations of the United States of America, the EU member states or any other relevant jurisdiction, including but not limited to the US Commerce Department Export Administration Regulations and the US Treasury Department Office of Foreign Assets Control Regulations. Buyer further certifies that the Work, technical data, Software or other information or assistance furnished by Seller or its Affiliates under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.

a) Restricted End-Users

The Buyer commits to ensure that it will not involve, directly or indirectly, and shall not lease, rent, or otherwise provide direct or indirect access, possession or control of items subject to this Contract to or for the benefit of any natural or legal person that is named on any relevant sanctions list, including but not limited to the OFAC List of Specially Designated Nationals and Blocked Persons ("SDN") list, the U.S. Bureau of Industry and Security Entity and Denied Persons lists, the OFAC Sectoral Sanctions (SSI) list, or the Consolidated list of persons, groups and entities subject to EU financial sanctions, in a manner that directly or indirectly causes a violation of law. The Buyer commits to ensure that the present Contract and the implementation thereof will not in any way involve or benefit, directly or indirectly, any natural or legal person that is named on the OFAC SDN list. The Buyer further commits to ensure that no employee or other natural or legal person involved in the transactions resulting from this Contract or any subsequent Contract stemming from this Contract (together, the "Transactions") is named on any sanctions list, such as the SDN list. For avoidance of any doubt, the term "involve" includes, but is not limited to, having a role in approving the Transactions, participating in negotiations, signing documents relating to the Transactions, or otherwise directing the Transactions. If the Buyer becomes aware of any involvement addressed by this Article, Buyer ensures to immediately notify Seller about such circumstance. In such case, Seller shall have the right to terminate this Contract or any subsequent Contract

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stemming from this Contract with immediate effect. Payment of any termination fee shall not be required.

*b) Restricted End-Use*

The parts and services provided and performed hereunder are not intended for application and shall not be used, in their entirety or in part, directly or indirectly, in connection with any of the following uses: any nuclear installation or activity; any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; the provision, exportation, or reexportation, directly or indirectly, of goods, services, or technology in support of exploration or production for deepwater (greater than 500 feet), Arctic offshore, or shale projects; military use or by any military end-user use in the Russian Federation, Crimea, or Sevastopol; the provision, exportation, or reexportation, directly or indirectly, to Crimea or Sevastopol; support to construction of Russian energy export pipelines; support to a person (including any entity) that is part of, or operates for or on behalf of, the defense or intelligence sectors of the Government of the Russian Federation, including the Main Intelligence Agency of the General Staff of the Armed Forces of the Russian Federation or the Federal Security Service of the Russian Federation; or any end use prohibited under U.S. or EU sanctions and export control laws and regulations.

*c) Audit Rights*

The Buyer shall keep complete and accurate records pertaining to the sales and other activities undertaken pursuant to this Contract. With reasonable notice and during usual business hours, Buyer agrees to allow Seller, or its designated Third Party, access to any and all records relating to sales or other activities undertaken pursuant to this Contract to ensure compliance with the terms of this Contract.

*d) Export Controls and Sanctions*

The Buyer hereby certifies that the equipment, software, technology, and/or services to be delivered to the Buyer according to this Contract will not be re-exported, transferred, or diverted to any government, corporation, organization or individual (together, "Third Parties") in violation of any sanctions or export and re-export laws and regulations of the United States of America, the EU, the EU member states or any other relevant jurisdiction, including but not limited to the US Commerce Department Export Administration Regulations and the US Treasury Department Office of Foreign Assets Control Regulations. The Buyer hereby certifies that it will not export, reexport, or transfer equipment, software, technology, and/or services to be delivered to the Buyer according to this Contract to the comprehensive sanctioned countries under the laws and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), as of the date of this Contract, Cuba, Iran, North Korea, Syria, and the Crimea Region of Ukraine. The Buyer commits to ensure that the Contract and implementation thereof will not involve, directly or indirectly, any natural or legal person that is named on any relevant sanctions list, including but not limited to the OFAC List of Specially Designated Nationals and Blocked Persons ("SDN") list, the US Bureau of Industry and Security Entity and Denied Persons lists, the

OFAC Sectoral Sanctions (SSI) list, or the Consolidated list of persons, groups and entities subject to EU financial sanctions, in a manner that would directly or indirectly cause a violation of law. The Buyer commits to ensure that the present Contract and the implementation thereof will not in any way involve or benefit, directly or indirectly, any natural or legal person that is named on OFAC's SDN list. Violation of this Section constitutes grounds for immediate termination of the Contract by [Company], notwithstanding any other provision of this Contract. If at any point performance of this Contract would constitute a violation of the sanctions or export and re-export laws and regulations of the United States of America, the EU, the EU member states or any other relevant jurisdiction, the Contract shall become null and void.

**15. Assignment**

*a) Buyer's Right to Assign.* Buyer may not assign its rights and delegate its obligations under this Contract without Seller's prior written consent.

*b) Seller's Right to Assign.* Seller may assign its rights and delegate its obligations under this Contract to any Affiliate. Seller may also assign its rights and obligations to other parties with the consent of Buyer. In any case, Buyer consents to Seller assigning its accounts receivables under this Contract to any party. All assignments by either Party shall be subject to all limitations and exclusions of liability contained in this Contract.

*c) Change in Control of Buyer.* Buyer shall notify Seller prior to any sale or transfer of all or a controlling interest in Buyer no less than thirty (30) Days prior to such event. If Seller believes that such change in control may materially prejudice Seller, then Seller may terminate this Contract pursuant to Article 6.

**16. Health and Safety Matters**

*a)* Buyer will take all necessary precautions, at all times, for the safety of Seller personnel at Site. This includes, but is not limited to, instruction of Buyer's safety practices, proper and safe handling of hazardous substances and protection of Seller's personnel from exposure thereto, energization / de-energization of all power systems (electrical, mechanical and hydraulic) using a safe and effective lock-out tag procedure, and conducting periodic safety meetings during construction and start-up.

*b)* If, in Seller's opinion, the safe execution of Services at the Site is, or is apt to be, imperiled by local conditions, Seller may remove some or all of its personnel from the Site and/or supervise performances of all or any part of its Services and/or evacuate its personnel and Buyer shall assist in said evacuation, any of which shall be considered to be an Excusable Delay.

*c)* The operation of Buyer's Equipment at the Site is the responsibility of Buyer. If Buyer requires or permits Seller's personnel to operate Buyer's Equipment at the Site, Buyer shall indemnify and save Seller, its employees and agents, harmless from expense and liability (including reasonable attorneys' fees) incurred by or imposed upon Seller, its employees and agents, based upon injury to persons (including death) or damage to property resulting from operation of equipment at the Site by Seller personnel.

**17. Governing Law and Dispute Resolution**

*a)* This Agreement will be exclusively governed by and interpreted, construed and enforced in accordance with the laws of the Republic of Austria without regard to any conflicts of laws provisions thereof, and all claims relating

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to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the Republic of Austria, excluding its choice-of-law principles. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods executed on April 11th 1980 in Vienna will not apply between them.

b) If Buyer's pertinent place of business is within Europe (except Russia):

In the event of any dispute arising out of or in connection with this Agreement, such dispute shall be finally resolved by the competent court in Innsbruck (Austria).

c) If Buyer's pertinent place of business is outside Europe or if such place is in Russia:

In the event of any dispute arising out of or in connection with this Agreement, such dispute shall be finally settled by arbitration without recourse to common or commercial courts in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The arbitrators' jurisdiction/authority is limited to deciding the dispute in accordance with the contract, and where the contract does not cover, with the laws of the Republic of Austria without regard to conflicts of law rules. The place of arbitration shall be Innsbruck (Austria). The language to be used in the arbitral proceedings shall be English.

**18. Miscellaneous Provisions**

a) Third-Party Beneficiaries. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any terms of this Contract pursuant to the Contracts (Rights of Third Parties) Act of 1999 except as specifically set forth in the Articles entitled "Limitations of Liability" and "No Nuclear Use".

b) Survival. The following Articles shall survive termination of the Contract: Taxes and Duties, Warranty, Indemnification, Limitation of Liability, Confidential Information, Dispute Resolution, Governing Law and Dispute Resolution, Software License, Export Control and Miscellaneous Provisions.

c) Invalidity. The invalidity of any part of this Contract shall not affect the validity of the remainder of this Contract.

d) No Nuclear Use. The Parts and Services sold hereunder are not intended for application (and shall not be used) in connection with any nuclear installation or activity and Buyer shall indemnify Seller against any such liability or claims, arising as a result of any such use.