

## GENERAL CONDITIONS OF PURCHASE



### 1. SCOPE OF AGREEMENT AND PRECEDENCE

- 1.1. These general conditions of purchase (the "General Conditions") apply to purchase orders (including these General Conditions and any other contractual documents, the "Purchase Orders") placed by DEGREMONT TECHNOLOGIES LTD., CH-8600 Dübendorf (the "Purchaser") for the supply of goods (including all documentation relating thereto to be provided under the Purchase Order, the "Goods") and/or services ("Services"), which refer to "General Conditions of Purchase". The acceptance of the Purchase Order by the supplier referred to in the said Purchase Order (the "Supplier") entails full acceptance by such Supplier of these General Conditions.
- 1.2. Unless otherwise specifically provided for in the Purchase Order, these General Conditions shall exclude the application of any document issued by the Supplier, including, but not limited to, any general conditions of sale.

### 2. PURCHASE ORDER ACCEPTANCE

- 2.1. Any request for quotation issued by the Purchaser (whether orally and/or in writing) with the Supplier prior to the signature of the corresponding Purchase Order is to be construed as an invitation addressed to the Supplier to make an offer to the Purchaser. Such request for quotation may be withdrawn at any time before receipt by the Purchaser of the Purchase Order signed by the Supplier. The Supplier will make its offer (including the potential delivery of supporting documents and samples) free of charge, even if such offer should not be accepted by the Purchaser.
- 2.2. The Supplier shall accept the Purchase Order in writing. Notwithstanding the foregoing, the Purchase Order shall also be deemed unconditionally accepted by the Supplier in the event that the Supplier receives and accepts an advance payment or down payment, or begins performing the Purchase Order.
- 2.3. By accepting the Purchase Order as provided in clause 2.2, the Supplier acknowledges that it has received from the Purchaser all information required for the due and punctual performance thereof.
- 2.4. The Purchase Order is deemed to be signed at the Purchaser's registered office..
- 2.5. Any amendment, alterations or variations to these General Conditions shall be binding only if in writing and signed by the parties.

### 3. DEFINITIONS OF DELIVERABLES AND AMENDMENTS

- 3.1. The scope of the Purchase Order (technical studies, equipment, materials, products, services, work), including the definition and specifications of the corresponding deliverables shall be as defined in the Purchase Order (including in any appendixes thereto).
- 3.2. Any request by the Purchaser for amendment of the specifications must be made in writing. The Supplier shall assess the technical and financial consequences of the contemplated amendment, and its impact on the schedule for delivery, within ten (10) days of receipt of the aforementioned request. The Purchaser shall confirm its agreement with the written response from the Supplier in writing in case of acceptance. In the absence of a written response from the Supplier within such ten (10)-day period, the amendment shall be deemed accepted by the Supplier, it being specified that all other provisions of the Purchase Order shall remain unchanged.

### 4. CONFORMITY

- 4.1. Without prejudice to the provisions of clause 5, the Goods or Services must comply in all respects with plans, specifications, equipment, types or models, descriptions stipulated in the Purchase Order or otherwise provided by the Purchaser, as well as with applicable standards. All technical variations, regardless of their significance, must be approved in writing by the Purchaser.
- 4.2. The provisions of clause 4.1 do not in any way release the Supplier from its obligation to perform the Services and deliver the Goods in compliance with standard industry practices, which are in no manner limited by the specifications and descriptions in the Purchase Order. The Supplier shall at all times during the course of performance of the Purchase Order provide the Purchaser with due advice and notify the Purchaser of any inconsistencies, errors, omissions it may become aware of.
- 4.3. The Supplier shall at all times comply with all Health, Safety and Environment (HSE) requirements.

### 5. COMPLIANCE WITH LAWS

- 5.1. The Supplier shall during the course of performance of the Purchase Order at all times comply with the applicable laws. The Goods and Services must comply with the requirements of all laws, decrees, regulations and standards in force in the countries for which they are directly or indirectly destined, with which the Supplier is deemed to be familiar with in accepting the Purchase Order. All documents and certificates must be provided in the language of the country where the Goods are installed or the Services performed and be addressed to the third party appointed by the Purchaser.
- 5.2. The Supplier shall be responsible for using reasonable efforts to obtain and maintain export licenses, approvals, or authorizations that are required under the applicable laws to comply with the Purchase Orders issued by the Purchaser. The Supplier shall provide to the Purchaser sufficient information regarding the issuance of export licenses, approvals or authorizations that are required. It shall be a condition precedent to the Purchase Orders issued by the Purchaser that all necessary and desirable export licenses, approvals, or authorizations shall be granted within a reasonable period of time and continue in effect as necessary.
- 5.3. Upon request of the Purchaser, the Supplier shall submit to the Purchaser a document indicating the respective origin of the Goods. Such document shall comply with the requirements and regulations of the country(ies) where such document is to be presented.

### 6. TIME FOR DELIVERY

- 6.1. The Supplier shall comply with all time frames set out in the Purchase Order (including in respect of delivery of Goods and/or performance of Services).
- 6.2. Where the forecasted time for provision of a Good or a Service exceeds eight (8) weeks, or where requested under the Purchase Order, the Supplier shall keep the Purchaser informed of the progress thereof by provision of a consistent and detailed schedule setting out all major milestones towards completion within the contractual schedule. This document shall be regularly updated and shall be made available to the Purchaser upon request at any time as from acceptance of the Purchase Order. In the event that the Purchaser reasonably believes that delivery of the Goods or Services will be delayed, the Purchaser shall be entitled to notify the Supplier, and the Supplier shall take all necessary measures within twenty four (24) hours of receipt of such notification in order to demonstrate that the Goods and Services will not be delayed or to recover such delay. The Supplier shall immediately notify the Purchaser in writing if any delivery or performance is delayed or likely to be delayed beyond the agreed dates. The notification shall include the Supplier's proposal for acceleration of the progress to achieve the agreed dates. All costs thereof shall be borne by the Supplier. In the event of early or late delivery, the Supplier shall not schedule delivery without the prior written consent of the Purchaser. In the event of delays the Purchaser is not responsible for, the Purchaser has the right to refuse delivery and revoke the Contract without any obligations to Purchaser.
- 6.3. If the Supplier considers himself to be entitled to an extension of time in accordance with the Purchase Order, the Supplier shall notify the Purchaser in writing within forty eight (48) hours of the occurrence of the event which gives rise to an extension of time, with all reasonable substantiation and evidence, failing which any right to an extension of time will be considered waived, with all reasonable substantiation and evidence, failing which the claim shall be barred.

### 7. LIQUIDATED DAMAGES

- 7.1. In the event that the Supplier does not comply with the time frames set out in the Purchase Order, the Supplier shall pay to the Purchaser liquidated damages, without prejudice to the Purchaser's right to terminate the Purchase Order in accordance with clause 6.2 and/or to claim compensation for any additional damages incurred by the Purchaser in connection with the delay.
- 7.2. Delays shall be computed by comparison of the dates set out in the Purchase Order to the actual dates of delivery of Goods or provision of Services. In case of a termination of the Purchase Order by the Purchaser, the delay shall end on the day on which the termination is communicated to the Supplier.
- 7.3. Liquidated damages are applicable in full even in the event of partial fulfilment of the contractual obligation, including failure to submit all documentation indicated in the Purchase Order.  
In the event of delays, unless otherwise stated in the Purchase Order, liquidated damages due by the Supplier for delay shall be one per cent (1%) of the Purchase Order price, excluding taxes, per week (or part of a week) of delay.

### 8. INSPECTION AND TESTING

- 8.1. The Purchaser and/or any third party appointed by the Purchaser, and/or representative of the end client shall, at any time, be entitled to inspect the performance of the Services and the manufacture of the Goods where such Services are being performed and where such Goods are being manufactured, and shall be entitled to perform all reasonable measurement and testing it considers relevant (including but not limited to any specific inspection and testing referred to and/or detailed in the Purchase Order). For the purposes thereof, the Supplier and its suppliers and subcontractors shall provide free access to their offices, workshops and other facilities to the Purchaser or any other representatives above mentioned.
- 8.2. The Supplier shall notify the Purchaser in writing of any tests at least fifteen (15) days prior to the scheduled date of the tests and the Purchaser and/or any third party authorised by the Purchaser shall be entitled to attend such tests.
- 8.3. The Supplier shall submit all reports and certificates in connection with the tests and inspections. The Purchaser shall be entitled to refuse the Goods if a complete set of test certificates and/or internal inspection reports are not provided by the Supplier as per the Quality Assurance Plan (QAP) or Inspection Test Plan (ITP).
- 8.4. The Supplier shall not be entitled to any compensation by reason of any inspection or test carried out by the Purchaser in accordance with clause 8.1.
- 8.5. Any inspections or tests shall not relieve the Supplier from any obligation or responsibility under the Purchase Order.
- 8.6. If, as a result of an examination, inspection, measurement or testing, any Good or Service is found to be defective or otherwise not in accordance with the Purchase Order, the Purchaser may reject the Good or Service by giving notice to the Supplier, with reasons. The Supplier shall then promptly remedy the defect and ensure that the rejected Good or Service complies with the Purchase Order.

### 9. TRANSPORT AND DELIVERY

- 9.1. The packing of Goods shall be such as required to prevent their damage or deterioration during transit to their final destination by land, sea or air as appropriate. The packing shall be sufficient to withstand rough handling during transit and exposure to high temperatures, salt and precipitation or condensation during transit, and open storage. Packing case sizes and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. Delivery shall be made in accordance with the Incoterms set out in the Purchase Order, it being specified that, except where otherwise expressly provided for in the Purchase Order, such Incoterms shall be those of the International Chamber of Commerce, 2010 edition.



- 9.3. Unless otherwise specified, all parts, crates and lots shall be identified with labels indicating clearly the nature of the Goods and the Purchase Order number. In the absence of other instructions by the Purchaser, the Supplier shall provide this labelling in the form of bar code labels supplied by the Purchaser or a third party appointed by the Purchaser, in accordance with the detailed list of deliverables provided in advance to the Purchaser's Logistics Department. All shipments by the Supplier are subject to written authorisation of delivery issued by the Logistics Department of the Purchaser. Where the Supplier arranges for shipping, it must provide the Purchaser with a detailed packing list of the deliverables at least two (2) business days prior to the shipment date, including but not limited to handling and storage procedures of the Goods, safety data sheet for hazardous Goods. All deliveries are to be accompanied by a delivery slip indicating:
- shipping date, order number and project reference;
  - type, quantity, net and gross weights and packing mode of the Goods;
  - full destination;
- 9.4. In order to minimise any risk of misidentification and potential refusal as a result, descriptions of Goods delivered must match exactly the descriptions in the Purchase Order and the detailed list of deliverables provided to the Purchaser's Logistics Department. Goods will not be considered to have been delivered under the terms of this paragraph until all documents and certificates referred to in clauses 8 and 9 have been provided to the Purchaser. All documents and certificates must be provided in the languages of the countries where the Goods are installed or the Services performed and be addressed to the third party appointed by the Purchaser.
- 10. ACCEPTANCE**
- 10.1. The Supplier shall remedy any defect in the Goods or Services prior to their acceptance by the Purchaser.
- 10.2. In case the Purchase Order does not contain any deviating provisions on the acceptance by the Purchaser, the Purchaser is released from his statutory duty to inspect the Goods as soon as feasible pursuant to article 201 para. 1 of the Swiss Code of Obligations.
- 10.3. On acceptance or within the time frame specified in the Purchase Order (or where no other time frame is specified, within the Warranty Period as specified in the Purchase Order or clause 11 below), the Purchaser shall be entitled to notify the Supplier of any reserves in respect of the Goods or Services.
- 10.4. In the event that the Purchaser rejects Goods in accordance with this clause 10, such Goods shall be picked up by the Supplier (at its own costs) within eight (8) days of the notice of rejection by the Purchaser, failing which such Goods shall be stored at the Supplier's costs and risks.
- 11. WARRANTY**
- 11.1. The Supplier warrants to the Purchaser that the Goods are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in this Purchase Order.
- 11.2. Without prejudice to any warranties for which the Supplier may be liable under applicable laws, the Supplier warrants to the Purchaser that the Goods and Services shall be free from defects or deficiencies in design, material and workmanship and shall be fit for their purpose as intended in the Purchase Order.
- 11.3. In case of any defects in the Goods or Services, the Purchaser has the right to, at its own discretion, either (1) rescind the contract of sale, (2) to request a reduction of the sale price by way of compensation for the decrease in the object's value, (3) to request the delivery of acceptable Goods or Services of the same kind or (4) to request the remedy of the defects by the Supplier. In case the Purchaser requests a substitute delivery, the Supplier shall, at its own expense, deliver acceptable Goods or Services of the same kind within seven (7) days of the Purchaser's notification, failing with the Purchaser shall be entitled to make available substitute Goods or Services at the Supplier's costs and risks. In case the Purchaser requests the Supplier to remedy the defects, the Supplier shall, at its own expense, intervene on site within seven (7) days of Purchaser's notification, in order to remedy the defect, failing which the Purchaser shall be entitled to remedy such defect itself or to have such defect remedied by a third party, at the Supplier's costs and risks.
- 11.4. The Supplier shall be liable pursuant to the provisions of the Purchase Order including clause 11.3 above for any defect in the Goods or Services for the period set out in the Purchase Order or, in the absence of any specific provision in the Purchase Order, for a period of three years as from the date of delivery (unless the delivered object has been incorporated in an immovable work in a manner consistent with its nature and purpose; in that case, for a period of six years) (the „Warranty Period“). In the event of replacement or renewal of any portion of the Goods or Services, the Warranty Period for the renewed or replaced portion shall be computed again as from the date of such renewal or replacement.
- 11.5. If during this Warranty Period, the Goods or Services prove to be defective, the Supplier shall, at its own expense, intervene on site within seven (7) days of Purchaser's notification, in order to remedy the defect, failing which the Purchaser shall be entitled to remedy such defect itself or to have such defect remedied by a third party, at the Supplier's costs and risks.
- 11.6. In the event of doubt as to the origin of the defect, the Supplier will be deemed responsible for such defect and the burden of proof shall be with the Supplier.
- 11.7. The warranty granted by the Supplier under this clause 11 is without prejudice to the right of the Purchaser to claim compensation for any damages, liabilities and costs incurred by the Purchaser as a result of the defect or as a result of a failure by the Supplier to timely remedy such defect.
- 12. TRANSFER OF OWNERSHIP AND RISK**
- 12.1. Ownership of the Goods shall be transferred to the Purchaser upon acceptance.
- 12.2. The Supplier warrants that the Goods shall be free from any claims, liens, charges, attachments, security interests or encumbrances. To the extent permitted by applicable law, the Supplier waives any lien it may have over the Goods under applicable law.
- 12.3. Unless otherwise specified in the Purchase Order, the transfer of risks relating generally to any Goods shall be as provided by the Incoterms referred to in clause 9.2. In the absence of a reference to specific INCOTERMS, the transfer of risks shall take place upon the acceptance of the Goods by the Buyer.
- 13. FORCE MAJEURE**
- 13.1. "Force Majeure" means any circumstance, event or condition (or combination thereof) which:
- i. is beyond the affected Party's control;
  - ii. which such Party could not reasonably have provided against;
  - iii. which, having arisen, such Party could not reasonably have overcome or avoided; and
  - iv. which is not substantially attributable to the other Party.
- 13.2. The Party affected by Force Majeure shall be excused for the non-performance of its contractual obligations which are affected by the Force Majeure event under the Purchase Order.
- 13.3. Each Party shall bear the extra costs it incurs as a result of Force Majeure (including in the event of termination pursuant to clause 13.4 without being entitled to any compensation by the other Party).
- 13.4. If the Force Majeure Event lasts for more than three (3) months, either Party shall be entitled to terminate the Purchase Order.
- 14. INVOICING AND PAYMENT**
- 14.1. Payment terms shall be as specified in the Purchase Order. In the absence of any such specification, payment shall be due 60 days after complete delivery of the Goods or Services to the Purchaser in compliance with the requirements as set out in the Purchase Order.
- 14.2. Invoices are to be sent in two (2) originals to the registered address of the Purchaser within forty eight (48) hours of the relevant milestone set out in the Purchase Order. Invoices must detail the same information appearing on delivery slips and the Purchase Order, including the Purchase Order number, project reference and Supplier's bank account details. The invoices shall be paid via bank transfer according to payment terms specified in the Purchase Order.
- 14.3. In the event of payment delay by the Purchaser, late payment interest will, upon notification by the Supplier, be due over the corresponding amounts, as of said date. This payment shall be the sole and exclusive remedy available to the Supplier for late payment.
- 15. PRICES**
- 15.1. Unless otherwise agreed in the Purchase Order, the Purchase Order price shall be fixed and firm and not subject to any escalation whatsoever. The Purchase Order price includes all taxes, fees, duties, levies, contributions, withholding taxes applicable to the performance of the Purchase Order and the Supplier shall pay and bear all such taxes, fees, duties, levies, contributions, withholding taxes or indemnify the Purchaser if Purchaser is called upon to pay the same.
- 16. SET-OFF**
- 16.1. The Purchaser shall be entitled to set off against any monies due from it to the Supplier any sum or sums for which, in the opinion of the Purchaser, the Supplier is liable to the Purchaser under the Purchase Order or under any other contracts entered into by the Purchaser and the Supplier.
- 17. BANK GUARANTEES**
- 17.1. In the event that the Purchase Order provides for an advance payment, the Supplier shall, as a condition to receiving such payment, provide the Purchaser with an on-demand bank guarantee issued by a first ranking bank, for an amount equal to the amount of such advance payment, to remain valid until such advance payment has been amortized in full.
- 17.2. The Supplier shall, as a condition to receiving any payment under the Purchase Order, provide the Purchaser with an on-demand performance bank guarantee issued by a first ranking bank, for an amount equal to the amount set out in the Purchase Order (or, in the absence of any such specific provision, equal to ten per cent (10%) of the Purchase Order price), to remain valid until the end of Warranty Period (it being specified that, in the absence of any specific provision in the Purchase Order, the amount of such guarantee shall be reduced to five per cent (5%) of the Purchase Order price upon acceptance of the Goods and Services in accordance with clause 10). If the Warranty Period is extended in accordance with the Purchase Order (including clause 11.4 above), the Supplier shall extend the validity of the performance guarantee accordingly at least ten (10) days before the end of the initial Warranty Period, failing which the Purchaser shall be entitled to call the performance guarantee.
- 18. TERMINATION OF A PURCHASE ORDER**
- 18.1. The Purchaser shall be entitled to terminate the Purchase Order in the following circumstances:
- in the event of a delay pursuant to clause 6.2 above;

- in the event of a breach by the Supplier of its obligations under the Purchase Order, which is not remedied within fifteen (15) days of a notice thereof by the Purchaser; or
- in the event that the Supplier becomes insolvent or bankrupt or if reorganization proceedings, or other proceedings analogous in nature or effect, are instituted by or against the Supplier or if the Supplier makes an assignment for the benefit of creditors.
- 18.2. In this event, the Purchaser shall be entitled, at its own discretion, to waive the delivery of any Goods or Services, or to have the Goods and Services completed by a third party of its choice. In case the Purchaser waives any deliveries, he shall not owe the Supplier any compensation for any performances by the Supplier, and the Supplier shall return any down-payments on the final price which the Purchaser has already effected. In case the Purchaser has the Goods and Services completed by a third party of its choice, the Purchaser and/or such third party shall be entitled to make use of the Supplier's Goods or Services (or any part thereof) completed as at the date of termination, and the Supplier shall compensate the Purchaser for any costs or damages incurred for the purposes of completing the Goods or Services which go beyond the costs which Purchaser would have incurred had Supplier correctly and timely fulfilled the Purchase Order. The Purchaser will, for the purpose of calculating the amount payable by the Supplier, take into account the value of the goods and services already provided by the Supplier, to the extent such goods and services are used for completion of the purpose, and not yet paid by the Buyer. The Supplier shall compensate the Purchaser for any cost incurred for the purposes of completing the Goods or Services.
- 18.3. The Purchaser further reserves the right to terminate, at any time, the Purchase Order. In this event, the Purchaser shall, at the Purchaser's discretion, either return the Goods already delivered against repayment of any amounts already paid for these Goods or, alternatively, accept the delivery of any Goods or Services already completed but not paid as at the date of termination against compensation of the Supplier for the value of the Goods or Services (or part thereof) completed as at the date of termination, in accordance with the terms of the Purchase Order, to the exclusion of any additional compensation.
- 19. LIABILITY / INSURANCE**
- 19.1. The Supplier is deemed solely liable for damages or harm of any kind occurring which are not due to any acts or omissions of the Purchaser in to the course of the production or, as applicable, the delivery, unpacking or set-up of the Goods or of the provision of the Services contemplated in the Purchase Order. In addition, the Supplier is deemed liable for any direct, consequential, indirect or immaterial damage or harm resulting from any delay, defect, operating malfunction or performance failure relating to the Goods or Services or any other act or omission arising in connection with the Purchase Order. As a consequence, the Supplier shall indemnify, defend, and hold harmless the Purchaser from and against any and all claims, losses, damages, fines, penalties, liabilities, expenses and costs of whatever nature thus arising.
- 19.2. The Supplier shall take out and maintain one (1) or more insurance policies with a reputable and solvent insurance company to cover the consequences of the liabilities arising from the Purchase Order in a minimum amount of one million five hundred thousand Euros (€1.5 million) per incident unless specified otherwise in the Purchase Order. Upon acceptance of the Purchase Order, the Supplier shall, upon the request of the Purchaser, immediately deliver to the Purchaser insurance certificates corresponding to the insurance policies subscribed by the Supplier, accompanied by evidence of payment of all premiums. Such delivery may be qualified as a condition precedent to any payments by the Purchaser. Any limits of cover potentially set out in the aforementioned policies are not to be interpreted as limits in regards to the liability of the Supplier, which shall remain responsible for payment of all amounts due in addition to the policy covers as well as the amounts of any deductibles or liabilities not covered under the policies on any grounds whatsoever. The Supplier is responsible for purchasing any additional insurance it may deem necessary in relation to fulfilment of the Purchase Order.
- 20. INTELLECTUAL PROPERTY**
- 20.1. For the purpose of this clause, intellectual property rights mean inventions, trademarks, patents, copyrights, trade secrets, technology, designs, know-how and other intellectual property rights.
- 20.2. Each party will retain ownership over all intellectual property rights related to the Goods or Services created by that party prior to the date of and independently to the Purchase Order.
- 20.3. The Purchaser will retain ownership of all intellectual property rights related to the Goods or Services created by the Purchaser and/or the Supplier in connection with the Purchase Order.
- 20.4. The Supplier grants the Purchaser a non-exclusive, unlimited, worldwide, irrevocable, transferable and royalty-free license on those intellectual property rights owned by the Supplier for the purposes of owning, distributing, operating, repairing, changing, maintaining, reproducing and representing the Goods or Services and the Purchaser grants a non-exclusive, limited, non-transferable and royalty-free license on those intellectual property rights owned by the Purchaser for the sole purpose of the performance of the Purchase Order.
- 20.5. The Supplier shall indemnify and hold harmless the Purchaser from any and all damages, losses and expenses, including attorney's fees, arising from any claim against the Purchaser by third parties alleging infringement of intellectual property rights in the Goods or Services. In such case, the Supplier may, at its own costs, exclusively conduct negotiations for the settlement of the claim, and any litigation or arbitration that may arise from it. This indemnity shall not apply to any alleged infringement arising solely from changes or modifications made to the Goods by the Purchaser.
- 20.6. If, as a result of any such action, it becomes impossible or forbidden to use the Goods or Services, the Supplier shall replace them with equivalent equipment or services, which are not in infringement, provided that they comply with the Purchase Order and do not increase the cost of operation for the Purchaser.
- 21. EMPLOYMENT OF PERSONNEL AND SAFETY**
- 21.1. The Supplier shall be exclusively responsible towards the personnel it will employ and towards any third parties for the strict observance of all provisions of labour legislation and for the fulfilment of all kinds of obligations deriving from such labour legislation and from the labour relationship between it and the above personnel (including any fiscal obligations). In particular, the Supplier shall be exclusively responsible for the full and punctual payment of legal or contractual remuneration of its personnel.
- 21.2. The Supplier shall, upon request of the Purchaser, immediately provide the Purchaser with all certificates or declarations demonstrating that the Supplier duly complies with applicable labour provisions.
- 21.3. The Supplier retains authority and control over all of its employees and representatives including when they are on the Purchaser's (or its client's) site.
- 21.4. The Supplier shall comply with all guidelines for occupational health and safety, whether general or applicable specifically to a particular work area or site as specified in a prevention plan and/or safety protocol relating to execution of the Purchase Order, to which the Supplier is bound or with which it is deemed to be familiar. In the event that the Supplier does not comply with guidelines, Supplier shall be liable for and indemnify Purchaser for the consequences of any claims against or damages incurred by the Buyer due to such non-compliance.
- 21.5. The Supplier shall provide due advice (including as regards safety) to the Purchaser. In this respect, the Supplier is expected to provide advice as to any questions raised by the Purchaser, within its scope of expertise or in relation to the safety of persons. The Supplier shall notify the Purchaser and take all emergency measures it deems appropriate to prevent the occurrence of damage or harm relating to or caused by the scope of the Purchase Order.
- 21.6. The Supplier shall procure that its co-contractors and subcontractors also comply with the obligations referred to in this clause 21.
- 22. ASSIGNMENT AND SUB-CONTRACTING**
- 22.1. The Supplier shall not assign or subcontract all or any part of the Purchase Order without the prior written consent of the Purchaser, it being specified that, in any event, the Supplier shall remain responsible *vis-à-vis* the Purchaser for all acts and omissions of such assignees or subcontractors.
- 23. CONFIDENTIALITY**
- 23.1. The Supplier shall respect the business secrets of the Purchaser. All information provided by the Purchaser, the existence of the Purchase Order and the terms thereof are confidential and the Supplier is to take all necessary measures to prevent the distribution or disclosure to third parties of any specifications, formula, drawings, plans or commercial terms relating to the Purchase Order, whether directly or via an employee, permanent or casual representative or its own supplier, co-contractor or subcontractor. The Supplier agrees not to use any plans, drawings or technical documents received from the Purchaser or any equipment belonging to the Purchaser directly or indirectly for the performance of other work.
- 23.2. This confidentiality obligation shall survive the termination or fulfillment of the Purchase Order. In case of breach of this confidentiality obligation, the Supplier shall pay to the Purchaser liquidated damages of 20 % of the total purchase price per breach. The payment of such liquidated damages does not free the Supplier from its obligation to further adhere to the confidentiality obligation. Also, it does not prejudice the Purchaser to claim compensation for any additional damages suffered by the Purchaser in connection with breach of the confidentiality obligation by the Supplier.
- 24. ETHICS**
- 24.1. The Supplier undertakes to act in compliance with the principles described in the Ethics Charter of Suez Environnement. In particular the Supplier shall (i) refrain from utilizing child or any other form of forced or compulsory labour in compliance with the International Labour Organisation standards, (ii) refrain from any form of discrimination within its company or towards its subcontractors, (iii) ensure safe working conditions and healthy work environment for all its employees, (iv) act with respect for the environment in product design, manufacture, use and disposal or recycling and minimize adverse impact on the environment in compliance with all relevant national, European and international applicable environmental and public health legislation, and (v) refrain from engaging in any form of corrupt business practices.
- 24.2. The Supplier undertakes to implement appropriate and effective policies to ensure compliance by its organization with the obligations defined in this clause, and to make regular assessments of said compliance.
- 25. NOTICES**
- 25.1. Any notice or other writing required or permitted to be given under the Purchase Order shall be valid if delivered personally, or if sent by email to any email address explicitly stated in the Purchase Order, or if sent by prepaid registered mail or if transmitted by fax at such address or fax number as set out in the Purchase Order.
- 25.2. Any notice given hereunder will be effective: (i) in the case of personal delivery, immediately upon receipt, (ii) in the case of prepaid registered mail, five (5) days after the date of mailing, (iii) in the case of fax, immediately upon receipt by the sender of a successful transmission report in respect of all pages sent with a transmission



receipt provided that a copy is also sent by prepaid registered mail, (iv) in the case of email, immediately upon receipt by the sender of an acknowledgement of receipt, provided that a copy is also sent by prepaid registered mail.

**26. APPLICABLE LAW – DISPUTES**

- 26.1. The Purchase Order is governed by the laws of the country (and, where applicable, state) in which the Purchaser is registered. The Vienna Convention on the International Sale of Goods shall not apply to the Purchase Order.
- 26.2. Any dispute arising out of or in connection with the Purchase Order, which the parties are unable to amicably resolve, shall be referred exclusively to the courts at the Purchaser's domicile, provided, however, that Purchaser has the right to initiate an action against the Supplier in any other court of competent jurisdiction.

**27. THIRD PARTY RIGHTS**

- 27.1. Nothing in the Purchase Order shall be construed as creating any rights in respect of any third parties.

**28. GENERAL PROVISIONS**

- 28.1. No amendment, change or modification of the Purchase Order shall be valid or binding upon the Purchaser unless in writing and duly signed by a duly representative of the Purchaser.
- 28.2. Any failure of the Purchaser to enforce any provisions of the Purchase Order or to require compliance with any of its terms shall in no way affect the validity of the Purchase Order and shall not be deemed a waiver of the right of the Purchaser thereafter to enforce any provisions thereof.
- 28.3. The invalidity of one or more clauses contained in the Purchase Order shall not affect the validity of the remaining provisions of the Purchase Order.
- 28.4. The Purchase Order shall be and incorporate the entire agreement and understanding between the parties in relation to all matters contained herein, and supersedes all previous oral and written representations made at any time prior to the execution of the Purchase Order.

**Degrémont Technologies Ltd.**  
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