



GENERAL TERMS & CONDITIONS FOR SUPPLY OF WORKS (PRODUCTS AND/OR SERVICES) (MARCH 2023 VERSION)

1. Scope and Application of these Terms and Conditions

- 1.1 These general terms and conditions ("**Terms and Conditions**") apply to purchase order(s) ("**Order(s)**") from a customer ("**Customer**") to the relevant Dabico entity ("**Dabico**") for the provisions by Dabico to Customer of products and/or spare parts, and/or services or associated services such as, but not limited to, installation, commissioning, inspection, repair, maintenance, start up, installation supervision, as applicable). Customer and Dabico hereinafter referred to each as a "**Party**" and together the "**Parties**".
- 1.2 Individually negotiated Order terms shall prevail over the present Terms and Conditions provided they have been expressly and mutually agreed by the Parties in writing.
- 1.3 These Terms and Conditions apply to the exclusion of any other contrary or inconsistent terms that Customer seeks to impose or incorporate, or terms which are implied by trade, custom, practice, or course of dealing.
- 1.4 The specific services to be supplied by Dabico, the quantity of products or number of spare parts to be purchased by Customer and any additional technical specifications required by Customer shall be specified in detail in the Order(s).

2. Definitions

"**Affiliate**" shall mean, with respect to either Party, any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party;

"**Change Order**" means a change order reflecting agreed modifications or changes to confirmed Orders (whether technical or commercial);

"**Confidential Information**" means all data, models, information, documents, and reports furnished by Dabico in connection with the Products and/or Services, regardless of form or medium, and all data, models, information, documents, and reports furnished by or on behalf of Dabico hereunder, and the underlying technologies, software, all intellectually property rights pertaining thereto, as well as Dabico's terms of collaboration with Customer, or regarding operational, financial, or other business information relating to Dabico and/or its Affiliates;

"**Customer Group**" shall mean Customer and Customer's Affiliates, and their directors, officers, personnel, and personnel;

"**Customer's Site**" means Customer's site where any part of the Products and/or Services are required to be delivered, performed, or completed;

"**Dabico's Group**" shall mean Dabico, Dabico's Affiliates, and their directors, officers, personnel, and personnel;

"**Force Majeure Event**" means any event or circumstance outside a Party's reasonable control, including but not limited to acts of God, pandemic disease, quarantine measures, government orders, strikes, lock-outs, accidents, riots, war or civil war, whether declared or not, fire, breakdown of plant or machinery, shortage or unavailability of materials or labour force from suppliers, or embargo measures or trade sanctions;

"**Intellectual Property Rights**" means all intellectual property rights relating to the Products and/or Services, in particular all Know-How (as defined below), patents, rights in inventions (whether patentable or not), rights in Confidential Information, rights in designs, copyrights and related rights, trademark rights (including passing off and unfair competition rights, and trademark rights in trade names, logos, trade dress and domain names) and database rights, in each case whether or not registered and including applications (and rights to apply) for registration, and all rights and forms of protection of a similar nature or having equivalent effect subsisting from time to time in any jurisdiction worldwide, and the underlying technology and processes for the development, manufacturing or provision

of the Products and Services. For the avoidance of doubt, the Intellectual Property Rights extend to data generated in connection with the use of Products or Services, which are made available to Dabico ("**Data**");

"**Know How**" shall mean all know-how, knowledge, expertise, works of authorship, prototypes, technology, information, patterns, plans, designs, research, research data, trade secrets, drawings, unpatented blueprints, flow sheets, equipment or parts lists, descriptions, instructions, manuals, data, records, procedures, materials or tools relating to the Products or any and all improvements or to the design, development, manufacture, use or commercial application of the Products or Services;

"**Order Confirmation**" means the confirmation by Dabico in writing of an Order, which includes, inter alia, agreed price(s), date(s) and other technical or commercial terms;

"**Order Price**" means the aggregate price to be paid by Customer for the Works, as more specifically identified in the Order;

"**Products**" means the products of Dabico, including materials and/or spare parts, as further specified in the Order;

"**Services**" means any and all services provided by Dabico in connection with the Products including installation, commissioning services, inspection, repair, maintenance, start up, and/or installation supervision as more specifically identified in the Order;

"**Specifications**" means the detailed description, drawings, specifications, and technical requirements of the Products and/or, as applicable, the Services, approved under the Order;

"**Warranty Period**" shall have the meaning ascribed to it in Clause 12.2;

"**Works**" means provision of the Products and the performance of Services, as applicable.



3 Order Process

- 3.1 Dabico agrees to manufacture, sell, and deliver to Customer and Customer agrees to purchase and accept from Dabico, the Products, and/or Services, as applicable, subject to and in accordance with the respective Order. Delivery of the Products and performance of the Services, if any, shall be as specified in the Order and/or Order Confirmation.
- 3.2 An Order by Customer shall only be binding on Dabico once and to the extent it has been confirmed by a Confirmation Order.
- 3.3 Should Customer fail to reject the Order Confirmation within seventy-two (72) hours from its receipt, unless Dabico agrees in writing to extend said period, the Order Confirmation shall be deemed accepted and to form part of the Order. In case of a conflict between the Order and the Order Confirmation, the Order Confirmation shall prevail. The final Order shall comprise these Terms and Conditions and the terms of the Order Confirmation.
- 3.4 Information in Dabico's catalogues, brochures, price lists and other sales materials is preliminary and non-binding and shall not form part of the Order unless otherwise specifically agreed by the Parties in writing.

4 Specifications

- 4.1 Specifications submitted by one Party to the other shall remain the property of the submitting Party (or its Affiliate, as the case may be).
- 4.2 Specifications received by one Party (or its Affiliate, as the case may be) shall not, without the written consent of the submitting Party, be copied, reproduced, transmitted, or communicated to a third party or used for any purpose than that for which they were specifically provided under the Order. For the avoidance of doubt, copying and reproducing Specifications is permitted internally if necessary for proper and efficient performance.

- 4.3 Should Customer's approval of the Specifications be required, it shall do so within five (5) calendar days from their receipt, otherwise they will be deemed approved.

5 Acceptance Tests

Acceptance tests, if applicable, will take part at the Products place of manufacture unless otherwise mutually agreed in writing, and can only be requested to the extent provided for in Dabico's quotation or Order Confirmation, and shall be at the sole cost and expense of Customer. Unless otherwise agreed, acceptance tests will be completed according to Dabico's process and success criteria. If Customer approvals are required, these shall not be unreasonably withheld or delayed. In the event of any delays to acceptance tests caused by Customer, the original delivery times agreed by the Parties shall be revised accordingly and in no event shall such Customer delays result in a penalty or other loss for Dabico. Customer's payment obligations shall remain the same regardless of such delays. Customer shall be given one (1) week notice prior to commencement of acceptance tests. Should Customer not be able to attend the acceptance tests, the acceptance test report shall be sent to Customer and shall be deemed to have been accepted as accurate. If acceptance tests at Customer's Site are also included in the quotation or Order Confirmation, the Products may not be used for commercial purposes until the site acceptance certificate is signed. In any case, acceptance tests at Customer's Site shall also be at the sole cost and expense of Customer.

6 Suspension, Termination and Modification by Customer

- 6.1 Customer may suspend the Order upon three (3) weeks prior written notice, with documented reason for the suspension. Dabico shall receive compensation for all costs incurred and Works performed up until the suspension date, including any and all expenses incurred as a result of or in connection with the suspension. Should the Works be suspended for more than one (1) month, Dabico reserves the right to terminate the Order, and be entitled to compensation as provided in Clause 6.2.

- 6.2 Customer is entitled to terminate any confirmed Order by providing no less than twenty (20) calendar days' notice of termination in writing, with documented reason for the termination. Termination shall take effect on the expiry of such period. In such circumstances, Dabico shall be entitled to, and Customer shall pay (a) that pro rata proportion of the total Order Price which reflects the percentage of completed Works as at the date of termination together with (b) any costs incurred or committed by Dabico as a result of or in connection with such termination (including, without limitation, Dabico's suppliers cancellation fees if applicable), in each case as documented by Dabico.

- 6.3 Any addition, deletion, or modification to the Specifications, quantity, or other aspects of the Works, must be made via a Change Order, which is only binding if signed and accepted by Dabico. For the avoidance of doubt, Dabico shall not be under any obligation to accept any Change Order. Dabico may increase the Order Price as a result of the Change Order, as well as related costs, and revise the delivery date(s).

7 Delivery / Inspection on Delivery / Transfer of Title

- 7.1 Delivery of Products shall be made to the place of delivery indicated in Dabico's Order Confirmation. Unless otherwise agreed, deliveries shall be made Ex Works (Dabico premises) in accordance with Incoterms® 2020. Risk of loss or damage to the Products shall pass to Customer at the time of delivery.
- 7.2 Customer shall examine the Products within fourteen (14) calendar days of their receipt for any visible defects in quantity or quality and promptly notify Dabico thereof, failing which the Products shall thereafter be deemed accepted.
- 7.3 Dabico shall use reasonable endeavors to deliver the Products and/or perform the Services, as applicable on the agreed dates. Unless otherwise agreed in writing, time of delivery shall not be deemed to be of the essence. Except in the event of gross negligence or willful misconduct, Dabico shall not be held liable for any delay in supplying Products or performing the Services, as applicable. In case of a Force Majeure Event, Customer's default, or any delay not



attributable to Dabico, the time for delivery of the Products and/or performance of the Services, shall be extended accordingly.

- 7.4 Title to Products shall only pass to Customer upon payment of the entire Order Price, and Dabico shall have lien and title retention on the Products until it receives full payment therefor from Customer in accordance with the terms of the Order.
- 7.5 Should Customer not be able to take delivery of the Products on the delivery date(s), Dabico shall charge Customer a sum equal to (half a per cent) 0.5% of the Order value per week of delay in addition to storage costs, and any other costs Dabico may incur. Dabico shall not be liable in any manner whatsoever for any damage to or loss of the Products in case Customer fails to take delivery thereof on the delivery date(s). Unless otherwise expressly agreed by Dabico in writing, failure or refusal by Customer for whatever reason to take delivery of the Products for more than eight (8) weeks, shall entitle Dabico to deem the Products to have been delivered and demand full payment of the Order Price.
- 7.6 Unless otherwise agreed in the Order, to the extent that Services are provided by Dabico in relation to the Products, the Products shall be deemed to have been accepted by Customer when the installation services have been completed. Upon completion of the Works, Customer shall inspect the same and notify Dabico within seven (7) calendar days of any defects, failing which the Works shall thereafter be deemed accepted.

8 Customer's Obligations

- 8.1 Customer is responsible for checking and ensuring the accuracy of the terms of any Order (including but not limited to the applicable Specifications and any and all other requirements) and shall advise Dabico in writing of any discrepancies prior to commencement of manufacture.
- 8.2 Dabico shall in no event be liable if the Works do not comply with Specifications or other requirements that have not been confirmed in writing by Dabico, or if the Works are delayed due to Customer's failure to communicate the

same in the Order. In such events the delivery date(s) will be revised accordingly.

- 8.3 Customer shall be responsible for ensuring at its own expense any preparatory measures, required from its side for the performance of the Works, are properly completed prior to commencement of the Works. This includes but is not limited to granting access to and preparing Customer's Site, as well as obtaining related approvals and regulatory permits.
- 8.4 Customer shall be responsible for prevention of accidents and diseases on Customer's Site, as well as for informing Dabico's personnel about relevant health and safety rules. Customer shall warrant that the conditions at the site, both above ground and below ground, are suitable for the installation of the Products and that if Dabico personnel will be on site there are no hazardous or unsafe conditions of any nature. Customer shall indemnify Dabico against all claims, damages, or losses resulting from any injury, accidents or hazardous or unsafe conditions. Customer shall notify Dabico in writing of the name of the responsible safety officer. Dabico reserves the right to suspend the Works if health and safety conditions are not met or if its personnel are not adequately informed. In the case of accident or injury to Dabico's personnel, Customer shall grant Dabico free access to Customer's Site to ascertain the relevant cause(s).

- 8.5 Customer shall ensure that the Works can start and progress according to the Order Confirmation or, if applicable, the last signed Change Order. If for reasons attributable to Customer Dabico is prevented from carrying out the Works, any resulting costs, losses, damages, and liabilities shall be borne and fully indemnified by Customer to Dabico on Dabico's request.

9 Prices and Payment Terms

- 9.1 All Order Prices quoted by Dabico are exclusive of taxes, levies, duties (including in particular VAT and customs duties), freight charges, insurance, costs related to health and safety aspects and Customer's Site preparation and travel expenses in relation to the Works. Unless otherwise agreed in writing, all such taxes, levies, duties, charges, and

costs shall be borne by Customer. Any third-party costs settled by Dabico on behalf of Customer shall be invoiced by Dabico together with Dabico's invoices for the Products and Services, as applicable, to which they relate, subject to a handling fee of not less than fifteen percent (15%) and shall be fully reimbursed by Customer.

- 9.2 The Order Price is subject to the Works being carried out without any suspension or delay. Costs which are not foreseen in the Order (such as costs related to Change Orders, waiting time, etc.) shall be to Customer's account.
- 9.3 Unless otherwise agreed in the Order, an advance payment of fifty percent (50%) of the Order Price shall be due from Customer to Dabico immediately upon issuance of the Order or Order Confirmation by Dabico, as the case maybe, and in any case no later than five (5) calendar days from invoicing. For the balance of fifty percent (50%) of the Order Price, Dabico will invoice Customer based on progress of the Works, with the first payment due immediately on shipment of the Products and/or commencement of performance of the Services, as applicable. Unless otherwise agreed in the relevant Order and save for the advance payment of fifty percent (50%) payable no later than five (5) calendar days from invoicing, invoices shall be due and payable within fifteen (15) calendar days of the invoice date, into the bank account of Dabico specified in the Order or as otherwise notified by Dabico, without any deductions whatsoever, whether by way of set-off, counterclaim, withholding, discount or otherwise. Shall Customer fail to respect the agreed payment terms, Customer shall automatically, i.e., without further notice, be deemed to be in default, and Dabico shall, in addition to any other remedies available to it hereunder or at law, be entitled to interest on all outstanding amounts at a rate of five per cent (5%) per annum as of the due date.

To be noted, the minimum value for each Order is US\$1500 (or the equivalent in EUR) or a minimum of five (5) items, plus delivery costs, to be paid in advance as per Dabico's instructions/ payment policy. Orders for less than this amount (or quantity), will be subject to US\$250 (or the equivalent in EUR) handling fee.



10 Handling of the Products

10.1 Customer shall ensure that the Products are used only for the purposes and in the manner for which they were designed, manufactured, and supplied by Dabico pursuant to the Order.

10.2 Customer shall take every measure to ensure that all persons likely to use or come into contact with the Products receive appropriate training and instructions, that all relevant safe working practices are adopted and complied with, that warning notices displayed on or provided with the Products are not removed or obscured, and that the Products are only used in accordance with Dabico's instructions and notifications.

10.3 In the event that any claims should be brought against Dabico by third parties due to Customer's non-compliance with this Clause 10, Customer shall fully indemnify, defend, and hold harmless Dabico against any such claims.

11 Performance of the Order

11.1 Dabico's personnel shall be exclusively instructed by Dabico. Dabico shall not be bound by any representations made by its personnel at Customer's Site or otherwise, unless such representations are confirmed in writing by an authorized representative of Dabico.

11.2 Dabico shall use reasonable endeavors to complete the Works on the agreed dates. Unless otherwise agreed in writing, time of completion of the Works shall not be deemed to be of the essence. In case of Force Majeure Events, Customer's default, or any delay not attributable to Dabico (including Customer's failure to approve Specifications or other requirements), the time for completion shall be extended accordingly.

12 Dabico's Warranty

12.1 Dabico warrants that Products shall be manufactured and Services shall be performed with reasonable skill and care, and in accordance with the Specifications. Any other express or implied warranties or representations, including in particular any warranty or representation of

merchantability, fit for purpose, or warranty regarding the interaction of Products and/or Services with equipment, software, or systems of third parties, are expressly excluded, unless otherwise mutually agreed by the Parties in writing.

12.2 Dabico's liability in respect of any Products and Services, supplied under the Order shall be limited to a warranty period ("**Warranty Period**") of either (i) twelve (12) months after completion of the Works or (ii) eighteen (18) months after the date of delivery of the Products, whichever expires sooner.

12.3 Any non-conformity discovered by Customer during the Warranty Period shall promptly be notified to Dabico in writing, with detailed supporting information and date of discovery. Subject to such notice, the non-conforming Products may be returned at Customer's cost to Dabico for Dabico's examination. If Dabico determines, in its sole discretion, that the relevant Products fall under the warranty pursuant to this Clause 12, Dabico will, at its choice and cost, replace or repair the Products, and return them to Customer.

12.4 The Warranty Period for Products (and Services, if applicable) or portion thereof repaired hereunder shall be the remainder thereof from the time of repair and will be renewed for a period expiring twelve (12) months thereafter in the event of replacement.

12.5 In case of Services, Dabico's liability during the Warranty Period shall be limited to re-performance of said Services, subject to Dabico's assessment that the Services were not performed with professional skill and care. Customer shall have no other rights or remedies with respect to any defective Products and/or Services, whether under contract law, in tort or otherwise, and the warranty shall be limited in the aggregate to actual Order Price paid by Customer for the Works under the relevant Order, or the cost of repair or replacement of the Products (and/or performance of the Services, as applicable), whichever is the lower.

12.6 Customer's warranty rights are subject to Dabico's determination that (a) Dabico was promptly notified in writing of the defect within the Warranty Period; (b)

Dabico's examination discloses to its reasonable satisfaction that Services, as applicable, were not performed with reasonable skill and care; (c) in case the Products are defective, that the defect was not caused by misuse, abuse, neglect, alteration, improper storage, transportation packaging, handling, accidents, unforeseeable external factor, force majeure, or acts which are not the fault of Dabico; (d) for the entire Warranty Period, the Products and/or underlying systems have been operated, tested, serviced and maintained in accordance with Dabico operation and maintenance manual; and (e) Customer has not attempted to repair the Products itself or to have them repaired by a third party.

12.7 The warranty shall not apply to consumable parts, normal wear and tear, scratches, surface rust or deterioration, or otherwise damage due to the normal ageing of the Products.

12.8 The warranty is not transferrable and applies only to Customer and to direct end users identified in the Order.

12.9 Dabico's warranty is also conditional on the equipment being connected to and regularly sharing data with Dabico's Industrial IoT platform Dabico Connect. Further, any on-site intervention by Dabico staff to solve issues that could have been diagnosed and resolved remotely, will be charged at normal service rates, and are expressly excluded from this warranty.

12.10 If the defect or damage is outside the scope of warranty, coverage, repair services may be available, but all costs associated with such out of warranty repairs will be Customer's responsibility.

12.11 Warranty extensions may be offered by Dabico at additional cost in the event of prolonged storage period prior to delivery of the Products or otherwise as part of a maintenance agreement contract (Service Level Agreement or SLA), subject to Dabico's policy and agreed terms in relation thereto.

13 Limitation of Liability

13.1 Unless otherwise required under mandatory provisions of applicable law, Dabico's total liability under these Terms



and Conditions, with respect to the Works, including but not limited to, for contract, tort (including negligence), strict liability, indemnities, warranties, or otherwise, shall be limited in the aggregate of the actual total Order Price paid by Customer under the relevant Order.

13.2 Under no circumstances shall either Party be liable for any consequential or indirect damages, including but not limited to, loss of profits, loss of opportunity, loss of anticipated savings, loss of data, reputational harm, and costs of any regulatory fines or penalties, as well as punitive and exemplary damages.

14 Intellectual Property Rights / Data

14.1 Customer acknowledges that all Intellectual Property Rights shall at all times remain the property of Dabico and/or, as the case may be, of Dabico's Affiliates, or of the third party who licensed them to Dabico, and that Customer does not acquire any right, title, or interest in such rights by virtue of purchasing Products and/or Services from Dabico. Customer shall save, indemnify, defend, and hold harmless Dabico Group from all liabilities, demands, claims, and expenses, of any nature for, or arising out of, any alleged infringement of Intellectual Property Rights by Customer or Customer Affiliate.

14.2 Customer acknowledges and agrees that Dabico will collect, process, analyze and use such Data for internal purposes, in particular for further developing and improving the Products and Services. Limitations to this principle, or specific arrangements concerning Data generated by Customer may from time to time be agreed in the Order.

14.3 In the event that Customer should become aware that Dabico's Intellectual Property Rights may have been infringed by third parties, or that an infringement is imminent, it shall inform Dabico thereof as quickly as possible and shall assist Dabico in taking appropriate measures.

14.4 Customer shall notify Dabico promptly if it should receive notice of any demand, claim, suit or proceeding alleging

that Products or Services infringe any intellectual property rights of a third party.

15 Personal Data Collection and Data Processing

15.1 Dabico shall collect and process personal data only and to the extent required under these Terms and Conditions, and/or agreements made further to them.

15.2 Dabico shall ensure that the collection and processing of personal data occurs in compliance with all applicable data protection laws, regulations, and standards.

16 Confidentiality

16.1 Customer shall and shall cause Customer's Group to, keep the Confidential Information strictly confidential and not sell, trade, publish or otherwise disclose it to anyone other than in the following circumstances: (i) to its Affiliates who have a need to know such Confidential Information for the purpose of performing Customer's obligations hereunder; (ii) to financing sources, agents or consultants bound by an obligation of confidentiality to Customer with regard thereto; (iii) to a governmental entity if required by applicable law or edict and if prior notice of such disclosure is promptly given to Dabico; and (iv) upon receipt of prior written consent of Dabico, or the third party providing it to Customer on Dabico's behalf, as the case may be. Neither Party shall make any reference to the other Party or to any of the other Party's Affiliates in any publicity, advertising or publication related to the Order or the Party's performance thereunder without such other Party's prior written permission, except that Customer agrees that Dabico shall be entitled to disclose the existence and terms of the Order, including, without limitation, any document involved in the implementation hereof and any payment made hereunder, to any government entity.

16.2 Customer shall refrain from reverse engineering the Confidential Information (or have it reverse engineered by any third-party) by any means, including but not limited to, disassembly and mapping and shall not use the information derived from reverse engineering itself or disclose it to any third party.

16.3 The obligations pursuant to this Clause 16 shall not apply to any Confidential Information which (i) has entered the public domain other than as a result of Customer's breach of its confidentiality obligations, (ii) has been lawfully received by Customer from a third party on an unrestricted basis, (iii) was known to Customer prior to disclosure by Dabico, or (iv) was independently developed by Customer without access to, knowledge or use of the Confidential Information.

17 Suspension by Dabico

17.1 Shall Customer fail to make any payment on the due date or fail to perform on time any of its other obligations under the Order or any Change Orders (including but not limited to, Customer's Site preparedness), Dabico shall be entitled to suspend the Works until the failure is remedied. The time for completion of the Works shall be extended accordingly.

17.2 Any costs incurred by Dabico (including demobilization and mobilization costs) due to Customer's failure, shall be reimbursed by Customer. If performance of the Order is suspended under this Clause 17 for more than two (2) months, Dabico shall be entitled, at any time thereafter during the continued suspension, to terminate the Order by written notice to Customer, whereupon Clause 20.3 shall apply.

18 Force Majeure

18.1 Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from a Force Majeure Event.

18.2 The Party affected by a potential Force Majeure Event shall notify the other Party no later than five (5) calendar days after information about the potential Force Majeure Event has become available and shall liaise with the other Party in order to determine adequate mitigation measures. In no event shall Customer's payment obligations be postponed or excused by a Force Majeure Event. Force Majeure does not apply to payment obligations.



19 Permits and Licenses / Compliance with Laws

19.1 Any supply under these Terms and Conditions shall be subject to any laws and other restrictions on the export, re-export or import of any technology licensed under these Terms and Conditions as may be imposed from time to time by government entities or agencies of the EU, the United States, the UK, and / or any other country having jurisdiction over the relevant Order. Customer and its Affiliates shall not export, re-export or import, directly or indirectly, any such technology licensed from or provided by Dabico and/or its Affiliates to any country / territory / sector / entity or individual for which the competent authorities require an export or import license or other governmental authorization at the time of such export or import, without first obtaining such applicable and valid license or authorization. The Customer shall require that all third parties receiving such technology from Customer or its Affiliates comply with this requirement.

19.2 Customer shall be fully responsible for obtaining and maintaining required export and import license and other government authorizations. The performance by either of the Parties of an obligation under these Terms and Conditions, which requires an export or import license or other government authorization, shall together with any other affected obligation, to the extent it is necessary, be automatically suspended until such license or authorization is obtained. If such license or authorization is not granted within a reasonable time or is revoked by the competent authorities, Dabico shall be entitled to terminate the Order, and Customer shall indemnify, defend, and hold harmless the Dabico Group on demand for any loss or damage which Dabico and its Affiliates may suffer or incur as a result of such termination.

19.3 Unless agreed in writing by Dabico, the Products are provided on strict condition that they shall not be supplied to any country / territory / sector / entity or individual, whether directly or indirectly, where such supply or the application thereof is prohibited by any law or regulation binding or effective in that country, in the EU, the United States, the UK, and / or the country of manufacture. The affected Products and technologies may only be supplied

when there is a valid license or authorization issued by competent authorities for such purposes and a prior written authorization issued by Dabico.

19.4 Whenever Dabico so requests in writing, Customer shall provide Dabico with an end-use /end user / final destination certificate, which shall be on such terms and in such form as Dabico requires and signed by the end-user confirming that it shall comply with Clause 19.3. Until such time Dabico has received such end-user/end user / final destination certificate, Dabico shall be entitled to suspend the performance under the relevant Order. The payment obligations to Dabico shall remain the same regardless of delay or suspension.

19.5 The end use /end user / final destination certificate shall form part of these Terms and Conditions. Customer agrees and accepts that it shall be liable for any acts or omissions in relation to the end use, end user and final destination of the Products (including (without limit) the acts or omissions of Customer, its Affiliates and/or any third party in breach of any of the provisions set out in Clause 19.3 and further agrees that such a breach shall be deemed a fundamental breach of these Terms and Conditions by Customer, and shall entitle Dabico, among other available legal remedies, to terminate the Order upon a written notice to Customer.

19.6 Dabico may at its reasonable discretion, without breaching these Terms and Conditions, delay, withhold or refuse the provision of Products in any territory or upon any site deemed by Dabico to be unsafe or unfit for Dabico's personnel, upon written notice of which the Parties may agree to reschedule or remove said portion of the Products from the performance of the Order.

19.7 Customer undertakes to at all times fully comply with all applicable laws and regulations including, but not limited to customs regulations, anti-bribery laws, trade sanctions, environmental laws, transport regulations, health and safety regulations and insurance requirements.

20 Termination

20.1 In addition, and without prejudice to Dabico's termination rights provided elsewhere in these Terms and Conditions,

Dabico shall be entitled to terminate the Order or any Change Orders at any time in the event:

- (i) Customer is in default of payment of any due amounts owed to Dabico;
- (ii) Customer becomes bankrupt, enters into liquidation, receivership, or any other composition scheme with creditors;
- (iii) Customer commits a breach of the Order, and where the breach is capable of being remedied, Customer fails to remedy the same after receiving written notice in respect thereof from Dabico;
- (iv) Of failure of any governmental agency to approve the performance of the Work by Dabico or to grant entrance to Customer's Site; and
- (v) Customer commits any unlawful act or fails to comply with any applicable safety, environmental or health requirement.

20.2 Upon termination of the Order by Dabico, Dabico shall have the right to discontinue the Works, demand the return of any Products, for which payment has not yet been received in full, and demand additional damages and interest.

20.3 Within fifteen (15) calendar days of the issuance by Dabico of a notice of termination, Customer shall pay to Dabico who shall be entitled to receive:

- (i) that pro rata proportion of the total Order Price which reflects the percentage of the completed Works as at the date of termination, together with,
- (ii) any costs incurred or committed by Dabico as a result of or in connection with such termination (including, without limitation, Dabico's suppliers cancellation fees if applicable), in each case as documented by Dabico.

21 Currency Fluctuation

Dabico does not build into the Order Price an allowance to cover possible increases from currency fluctuation.



Therefore, it may be necessary for Dabico to raise the Order Price(s) at any time if there are cost increases due to currency fluctuations, based on the exchange conversion rate quoted by Reuters on the delivery date(s).

22 Purchase Price Adjustment

Dabico reserves the right to revise the Order Price(s) in case of any rise in the cost of manufacturing or fixed costs, provided that such increase will be properly documented.

23 Marketing

Customer acknowledges and agrees that Dabico may disclose Customer's name or logo in presentation or marketing materials which Dabico uses as part of its ordinary course of business.

24 Miscellaneous

24.1 Each of the provisions of these Terms and Conditions is severable. If any term or provision of these Terms and Conditions is held to be invalid or unenforceable in any respect but would be valid and enforceable if deleted in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable. Without prejudice to the foregoing, if any provision is held to be invalid or unenforceable, such provision shall to that extent be deemed not to form part of these Terms and Conditions, but the validity or enforceability of the remaining terms and provisions hereof shall not be in any way affected or impaired.

24.2 Nothing in these Terms and Conditions or the Order shall be deemed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to the Order. A person not a Party to the Order may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

24.3 All documents, notices, and all other communications written or otherwise between Dabico and Customer in connection with the Order shall be English, unless otherwise specifically provided to the contrary. However, Dabico may at its sole discretion, and at the cost of

Customer, prepare certain documents (such as operation and maintenance manuals) in another language as may be requested.

24.4 The Order shall inure to the benefit of and bind the respective successors, heirs, representatives and permitted assigns of the Parties. Customer does not assign or transfer the Order or its rights, duties, or obligations thereunder, in whole or in part, without the prior written consent of Dabico. Any assignment, or transfer in violation hereof shall be void. Dabico may assign, delegate, or transfer any and all of its rights, obligations, duties, and liabilities under the Order without the consent of Customer. Customer agrees to execute any agreement, document, or instrument, as reasonably prepared by Dabico, in connection with any such assignment, delegation or transfer by Dabico.

24.5 No failure or delay by a Party in exercising any of its rights, powers or privileges under the Order shall operate as a waiver thereof, unless such waiver is made expressly and confirmed in writing, nor shall any single or partial exercise by a Party of any right, power or privilege thereunder preclude any other or future exercise thereof.

24.6 All remedies provided to Dabico under these Terms and Conditions are not exclusive and all Dabico's rights and remedies, legal and equitable, are reserved and may be applied singly or in combination.

25 Applicable Law and Jurisdiction

Option 1 (applicable worldwide):

25.1 The Order (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English law.

25.2 In the event of a dispute arising out of or relating to the Order, including any question regarding its existence, validity or termination, the Parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration (LCIA) Mediation Rules, which Rules are deemed to be incorporated by reference into this Clause.

25.3 If the dispute is not settled by mediation within thirty (30) calendar days of the commencement of the mediation, or such further period as the Parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause.

25.4 The language to be used in the mediation and in the arbitration shall be English. The governing law of the Order shall be the substantive law of England and Wales. In any arbitration commenced pursuant to this Clause, (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be London, England.

Option 2 (applicable to the Americas)

25.1 The Order (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with New York law.

25.2 In the event of any dispute or claim arising out of or relating to the Order, including any question regarding its existence, validity or termination, the Parties agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution (ICDR) under its Mediation Rules.

25.3 If settlement is not reached within thirty (30) calendar days after service of a written demand for mediation, any unresolved dispute or claim arising out of or relating to the Order shall be settled by arbitration in accordance with the International Arbitration Rules of the ICDR, which Rules are deemed to be incorporated by reference into this Clause.

25.4 The language to be used in the mediation and in the arbitration shall be English. The governing law of the Order shall be the substantive law of New York, the United States. In any arbitration commenced pursuant to this Clause, (i) the number of arbitrators shall be three; and (ii) the seat, or legal place, of arbitration shall be New York, the United States.