

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 - SCOPE OF PURCHASE ORDER AND SUPPLY

- 1.1 These General Terms and Conditions (**GTC**) define the terms and principles on which Mannesmann Energy LLC, (hereinafter referred to as the "**Purchaser**" or "**Mannesmann Energy**") procures certain goods, material, equipment or components thereof including drawings, documents, and manuals as well as services (hereinafter referred to as "**Goods**") from a company (hereinafter referred to as the "**Supplier**") to supply the Goods for incorporation in the project of Purchaser's client (hereinafter referred to as "**End User**") as defined in the "**Document of Agreement**".
- 1.2 The scope of Goods to be provided is defined by the purchase order and its respective documentation (hereinafter referred to as the "**Purchase Order**" or "**PO**"). All requisitions, data sheets, drawings, specifications, conditions, or other documents attached to or included by reference in the Purchase Order as well as these General Terms and Conditions are integral parts thereof.
- 1.3 This GTC is an integral part of the Document of Agreement, which includes the PO and any attachments. The Agreement defines and governs the relationship between Purchaser and Supplier concerning Supply. The Document of Agreement may include Particular Terms and Conditions (PTC) or Scope of Work (SOW), which set forth terms specifically required for the project.
- 1.4 in the event of a conflict between provisions within the Document of Agreement, the documents are given priority in the following order: (i) PO; (ii) PTC/SOW; (iii) GTC; (iv) Material Requisition
- 1.5 The Purchase Order supersedes the inquiry letter, Supplier's quotation, all negotiations, representations, and/or agreements either written or verbal with respect to work made prior to the date of the Purchase Order.
- 1.6 Any changes, alterations or modifications to the Purchase Order shall be effective and binding only when a change order containing those changes, alterations or modifications has been issued by the Purchaser and acknowledged by the Supplier.
- 1.7 The Goods to be provided under the Purchase Order shall be complete and suitable for the purpose for which they are intended, including efficient operation and suitable maintenance, even though not specifically mentioned in the Purchase Order. All these requirements shall be deemed to have been considered by the Supplier and included in the price.
- 1.8 This GTC does not guarantee a minimum of Goods that Purchaser must purchase from the Supplier, and Purchaser may, without limitation or condition, purchase any goods or services from any other supplier at its absolute discretion.
- 1.9 The Purchaser does not accept any general sales conditions from Supplier. The acceptance and/or payment of the Goods shall not constitute an implied acceptance of such conditions.

Article 2 - FORMATION OF PURCHASE ORDER

- 2.1 Within a maximum of seven (7) calendar days from the date of the Purchase Order (PO), the Supplier shall return one or several copies of the acknowledgement form of the Purchase Order (hereinafter referred to as "Purchase Order Acknowledgement") duly signed as specified. By such signature the Supplier acknowledges all terms and conditions of the Purchase Order.

- 2.2 If Supplier fails to return a signed PO or Purchase Order Acknowledgement within seven (7) calendar days from issuance of the PO, or returns a Purchase Order Acknowledgement with reservations, the PO may be deemed refused by Supplier, and, consequently, Purchaser is free to issue the PO to another supplier without any obligation to Supplier. Notwithstanding anything to the contrary, Supplier's obligations are effective as of the Effective Date set forth in the PO.
- 2.3 The Purchase Order shall become valid and binding between the parties upon receipt by the Purchaser of the duly signed Purchase Order Acknowledgement, providing, however, the Supplier also submits to the Purchaser the Bank Guarantee(s), if required in the Purchase Order, together with the Purchase Order Acknowledgement in the agreed forms.
- 2.4 Any exceptions or modifications proposed by the Supplier to terms and conditions contained in the Purchase Order become binding only when a change order containing those exceptions and modifications has been issued by the Purchaser and acknowledged by the Supplier.

Article 3 - OBLIGATIONS OF SUPPLIER

- 3.1 Supplier represents and warrants that it is fully experienced; properly qualified, financed, organized, and equipped; and technically competent to provide all Goods described in the Document of Agreement. Supplier shall perform its obligations under the Document of Agreement at its own risk, expense, and responsibility, in due compliance with the Document of Agreement, including the Document of Agreement Schedule, and giving priority to quality and safety.
- 3.2 As required under the Document of Agreement or otherwise requested by Purchaser, Supplier shall provide Purchaser all information necessary to properly monitor progress of the Goods. If Supplier has cause to believe that the Goods cannot be carried out in accordance with the Document of Agreement Schedule, Supplier shall immediately notify Purchaser and provide all related details, including the extent and nature of any known or expected delay, difficulties in procurement, labor disputes, or material changes to the Goods or Supplier's organization. In any such case, Supplier shall carry out the necessary measures to avoid, recover, or limit the consequences of such anticipated non-conformance with the Document of Agreement Schedule at its own cost. If Purchaser reasonably determines that Supplier is at risk of failing to satisfy the Document of Agreement Schedule and Supplier has not provided notice to Purchaser or has provided notice but has failed to diligently execute the necessary measures, Purchaser may, after written notice to Supplier, take any measure necessary at Supplier's sole risk and expense to ensure completion of Supply pursuant to the Document of Agreement Schedule.
- 3.3 Supplier's failure to perform any obligation under the Document of Agreement is always at Supplier's sole risk and expense. Acts or omissions of End User, Purchaser, any inspecting authority, or any certifying agency, including any comment or absence of comment, presence, or absence of representatives at any time including during tests and inspections, issuance of certificates, payments, approval, and the like, do not release Supplier in any way from any of its obligations or reduce Supplier's liabilities under the Document of Agreement or at law, nor imply acceptance of defective Goods.
- 3.4 Supplier shall do all things necessary to protect life, health, environment, and property in the performance of the Goods, and shall cooperate with any representative appointed by Purchaser or End User concerning life, health, environment, or property.

- 3.5 Supplier shall, at its own expense, ensure proper storage and adequate protection and maintenance of Purchaser Provided Items or Materials in the care, custody, or control of Supplier Group.
- 3.6 Supplier shall provide and shall ensure that Supplier, its affiliates, its sub-suppliers and their subcontractors of any tier, and the officers, directors, employees, consultants, agents, and invitees of the foregoing (hereinafter referred to as the “**Supplier Entities**”). Supplier Entities provides competent and suitably qualified personnel in sufficient numbers at all times to ensure performance and completion of the Goods under the Document of Agreement. Supplier shall verify all relevant qualifications of such personnel, and Purchaser may further verify those qualifications. Purchaser may instruct Supplier to replace, at Supplier’s expense, any Supplier Entities personnel engaged in the Goods unsuitable to perform their respective task(s) or otherwise conducting themselves in an improper manner.

Article 4 - CLARIFICATION AND INTERPRETATION

- 4.1 The Supplier acknowledges that before signing the Purchase Order Acknowledgement, Supplier has carefully read the drawings, specifications, and other documents and has acquainted himself with information concerning the nature and location of the project, in order to obtain a full understanding and knowledge of the nature, the quality, and the scope of material required for the project.
- 4.2 Supplier is responsible for the adequacy, sufficiency, and consistency of all technical information provided for the Goods. Supplier shall take full consideration of all such technical information and shall obtain Purchaser’s written acceptance prior to deviating from it. Any unapproved deviation from the technical information is for Supplier’s account and at Supplier’s own risk and must be corrected by Supplier, unless otherwise approved by Purchaser.
- 4.3 If Goods or details shown or referred to in any of the documents comprising the Purchase Order are not mentioned in other documents comprising the Purchase Order, it is understood that despite any omission the Supplier shall include such items and details in his supply and same shall be considered as included and covered by the price as though same had been expressly stated in the Purchase Order; no price increase for such items will be accepted after the Purchase Order Acknowledgement has been received by the Purchaser.

The same rule applies to items not specifically and expressly stated in the Purchase Order, but which are required for the proper, efficient, safe and stable construction, function, operation and maintenance of the Goods covered by the Purchase Order or if necessary, for fulfilment of Supplier's guarantee.

- 4.4 Anything that may be called for in the specifications forming an integral part of the Purchase Order and not shown on drawings supplied hereunder or shown on drawings and not called for in the said specifications, shall be of the like effect as if called for and shown in both. In case of express conflict between drawings and specifications, specifications shall govern. In the event the Supplier discovers any ambiguities or discrepancies in the said specifications, drawings or other documents forming a part of the Purchase Order, the Supplier shall notify Purchaser, within no more than seven (7) calendar days from receipt, for determination and shall comply with the instructions of the Purchaser in such matter.

- 4.5 All questions regarding interpretation or clarification of the Purchase Order shall be submitted in writing by the Supplier to the Purchaser. If so requested in writing by the Purchaser, but not otherwise, the Supplier shall suspend performance of the Purchase Order or any part thereof during the period the Purchaser needs for decision making. Any costs incurred due to such need for clarification, instructions, and/or decisions shall be borne by the party which has incurred such costs.
- 4.6 If Supplier fails to satisfy the conditions set forth in this Article 4, the technical information is deemed to be adequate, sufficient, and consistent, as applicable, for execution of the Goods, and Supplier waives any right to a change to the scope of work or the circumstances of the scope or Document of Agreement Schedule and, therefore, to the Goods (hereinafter referred to as "**Variation**"), or any other adjustment thereto.

Article 5 - SCHEDULES, DRAWINGS, AND SPECIFICATIONS

- 5.1 All plans, drawings, designs and specifications submitted by the Purchaser shall remain the property of the Purchaser and no such plan, drawing, design or specification or any information which may be delivered there from shall, without the Purchaser's prior written consent, be disclosed to third parties, or be incorporated in, or used in connection with goods furnished to third parties.
- 5.2 All plans, drawings, designs, and specifications supplied by the Supplier in connection with the design, construction, operation and maintenance of the plant, for which the Goods have been performed by Supplier shall become the property of the Purchaser or End-User and be used by the Purchaser or his End-user.
- 5.3 The Supplier shall be responsible for any errors or omissions in any drawings, calculations, packing details or other particulars supplied by him, whether or not such information has been approved by the Purchaser, provided such errors or omissions are not due to inaccurate information furnished in writing by or on behalf of the Purchaser.

Article 6 - FREE ISSUE MATERIALS AND EQUIPMENT

- 6.1 Where for the purpose of the Purchase Order materials or equipment are issued free of charge to the Supplier by the Purchaser, such materials and equipment shall remain the property of the Purchaser. Possession of said materials and equipment shall be taken by the Supplier at the point agreed upon. The Supplier shall clearly mark and identify on all said materials and equipment that they are the property of the Purchaser.
- 6.2 The Supplier shall be responsible for maintaining said materials and equipment in good order and condition and shall indemnify the Purchaser against any loss or damage thereto howsoever caused. Damage to any such materials arising from bad workmanship or negligence of the Supplier shall be made good at the Supplier's expense.
- 6.3 The Supplier undertakes that any said materials and equipment shall be used solely in connection with the work as detailed in the Purchase Order and any surplus materials shall be disposed of at Purchaser's discretion.
- 6.4 Should the laws of the country in which the materials and equipment issued free of charge by the Purchaser are processed provide compulsorily that the Supplier becomes owner of those goods, the Supplier shall provide such securities which are as far as possible equivalent to property. If any action by the Supplier is required for such securities to come into effect the Supplier shall take all measures necessary to provide and preserve the same.

Article 7 - TECHNICAL DOCUMENTATION

- 7.1 The Supplier shall supply all technical documentation (e.g. drawings, calculations, data sheets, reports, standards, manuals, instructions, etc.) in such number and scope and at such date as specified in the Purchase Order and/or the Material Requisition.
- 7.2 The technical documentation is to be issued in the English language unless specified otherwise.
- 7.3 The Supplier shall remake documentation which is not in accordance with the conditions of the Purchase Order without the right to claim for extra time or compensation.
- 7.4 Failure of the Supplier to provide plans, drawings, calculations, specifications, data, information, or other non-material requirement shall cause the Purchase Order to be considered as unfulfilled.

Article 8 - SUBSTITUTIONS, VARIATIONS AND CHANGES

- 8.1 The basic specification and/or criteria for the selection of material and equipment are mentioned in the Purchase Order. The expressions "or equivalent", "similar to", "approved" or any other words of analogous meaning mentioned in the Purchase Order do not relieve the Supplier from the obligation to ask the Purchaser for written authorization of such changes, replacements, or substitutions.
- 8.2 If materials are delivered in error or in excess of the quantity called for, except for trade customs concerning overages and shortages, no payment shall be due therefore and they may be returned to the Supplier, and the expense of transportation, customs, duties, etc., thereof to destination, and return transportation to the Supplier shall be for the risk and account of and recoverable from the Supplier.
- 8.3 The Purchaser shall have full power from time to time during the execution of the work by notice in writing to direct the Supplier to alter, omit, add to, or otherwise vary the scope and nature of the Goods or any part thereof, and the Supplier shall carry out such variations, and shall be bound by the same Purchase Order conditions, as far as applicable. If so requested by the Purchaser the Supplier shall confirm in writing the receipt of the Purchaser's written notice.
- 8.4 If any such variations cause a Variation in the cost of the Supplier's performance of the Purchase Order the price shall be equitably adjusted. The Supplier shall inform the Purchaser of his intention to demand a price increase due to the variation within ten (10) calendar days after the receipt of the Purchaser's written notice asking for the variation. If the Supplier has not claimed a specific amount of price increase within four weeks after receipt of the before mentioned notice, he shall be regarded as having waived any such claim.
- 8.5 No such variations shall in any way vitiate or invalidate the Purchase Order. In particular, the Supplier is not entitled to an extension of the delivery time because of such variations unless otherwise agreed upon.
- 8.6 If so requested in writing by the Purchaser, but not otherwise, the Supplier shall suspend performance of the Purchase Order or any part thereof while the Purchaser and the Supplier are discussing any such proposed changes and related.

Article 9 - SPARE PARTS

- 9.1 If requested by Purchaser, Supplier shall provide a detailed list of required spare parts, specific consumable parts, and materials, including pricing and terms of delivery, and shall deliver such items within the appropriate time schedule, preferably with the main equipment, as well as any related documentation required for start-up and operation of the Goods pursuant to the requirements of the Purchase Order or Document of Agreement.
- 9.2 All spare parts shall satisfy the same technical and commercial conditions applicable to the Goods.
- 9.3 Supplier expressly guarantees that spare parts or other parts with equal functionality are available for a period of ten (10) years from the start of Goods.
- 9.4 Spare parts for similar equipment purchased from the Supplier must be consolidated in such a way that the spares are not unnecessarily duplicated or overstocked. Each type of spare part shall be interchangeable with the corresponding part which has been originally installed in the Goods. In all cases spare parts and special tools shall be itemized by their correct and full names and not simply as "spare parts" or "special tools".
- 9.5 The spare parts quotation shall include marks and complete identification of such parts by means of sectional drawings, the Supplier's shop marks, material specification and other information necessary to clearly identify the parts.
- 9.6 The Supplier shall quote together with the Purchase Order Acknowledgement spare parts as required by the Purchaser and/or recommended by the Supplier.
- 9.7 The Supplier undertakes to deliver spare parts at agreed prices for a period of at least two (2) years after the last delivery under this Purchase Order.

Article 10 - EXPEDITING, INSPECTION AND TESTS

- 10.1 The Goods covered by the Purchase Order will be subject to physical expediting, inspection, testing and certification by representatives of the Purchaser and/or his End-User and/or any other person or company nominated by the Purchaser. Such expediting and inspection personnel has the right during regular working hours at any and all work locations and places of manufacture or elsewhere as required by the codes to be applied:
- i. to become acquainted with all stages and levels of the assembly and testing procedure;
 - ii. to observe various stages and levels of the fabrication and manufacturing processes;
 - iii. to observe and inspect the quality of materials which are used for fabrication and manufacturing of the Goods;
 - iv. to ensure progressively compliance of the Goods (and their materials, methods of manufacture and workmanship) with the qualitative and quantitative standards, drawings, codes, norms, technical requirements, and other conditions of the Purchase Order;
 - v. to witness the control, the testing of the materials, parts and complete assemblies of the Goods to be performed by the Supplier or its sub-suppliers in accordance with this Purchase Order;
 - vi. to check on rate of progress and to ensure that the delivery dates are met.
 - vii. In the event that the delays appear inevitable, Supplier shall undertake upon written notification by Purchaser such remedial steps as may be required to alleviate the difficulties that would be caused by the delays.

- 10.2 The Purchaser will be given assistance by the Supplier for the purpose of determining Supplier's progress of performance under the Purchase Order.
- 10.3 In case of suborders the Supplier shall extend its obligations under this Article also to its sub-suppliers and it shall submit an unpriced copy of its suborders to the Purchaser.
- 10.4 The expediting, inspection, and testing by the Purchaser and/or its End User and/or any other person or company nominated by the Purchaser shall not relieve the Supplier from its own work in this respect nor from any other obligation or responsibility under the Purchase Order. The expediting, inspection and testing shall not affect the right of the Purchaser to subsequently reject the Goods, because of defects.
- 10.5 The Purchaser and/or its End-User and/or any other person or company nominated by the Purchaser shall have the right to examine, witness, test and inspect Goods during any and all stages of the production and/or execution of the Purchase Order for the purpose of ensuring compliance with the Purchase Order. For this purpose, Supplier shall give at least fourteen (14) working days' notice to Purchaser of the time, place, and the specific item of Goods to be inspected. Should Purchaser or one of his representative's desire to be present, Supplier shall be advised within three (3) working days thereafter. The same procedure shall be applied for any performance tests of any Goods to be supplied under the Purchase Order or any tests required under statutory law.
- 10.6 Supplier is liable for Purchaser's costs arising out of Supplier's failure to duly notify Purchaser of any test or inspection within the period prescribed above, including any costs to expose any part of the Goods that is covered, painted, put out of view, or whose access is otherwise limited.
- 10.7 After carrying out the tests but before dispatch the Supplier undertakes without delay to issue certificates of inspection for each item of the Goods with a detailed description of test results indicating that the Goods are in accordance with the Purchase Order.
- 10.8 The Purchaser may waive its right of test or inspection at any time without prejudice to its right to reject unsuitable or nonconforming Goods. Such waivers shall also not relieve the Supplier from any of its obligations under the Purchase Order.
- 10.9 The Supplier shall provide such reasonable assistance, labour facilities, test specimen and samples, materials, electricity, fuel, water, storage space, tools, apparatus, instruments, records, drawings, and documents, as may be required to efficiently execute the inspection work and tests.
- 10.10 All costs and expenses related to the inspection work and tests shall be borne by the Supplier. The costs and expenses of the Purchaser's and/or the Purchaser's End-User's inspection representatives and/or the inspection representatives of any other person or company nominated by the Purchaser shall be on Purchaser's account.
- 10.11 Should it appear to the Purchaser and/or to the Purchaser's End-User and/or to any other person or company nominated by the Purchaser that any work in progress is being executed in a faulty manner or with unsuitable materials or by insufficiently skilled workmen or otherwise not in accordance with the Purchase Order, they may request immediate actions to remedy the deficiencies. Supplier shall maintain records of deficiencies noted and corrected.
- 10.12 Nothing contained in this Article shall subsequently prejudice in any way the Purchaser's right to reject any material which is not in accordance with the Purchase Order.

- 10.13 Supplier is also liable for Purchaser's costs directly or indirectly arising out of Supplier's actions or inactions inhibiting any test or inspection, including costs to (re)perform a test or inspection. If the aforementioned tests or inspections show Goods to be non-compliant with the Purchase Order or Document of Agreement, Supplier shall promptly remedy such noncompliance at its own risk and expense and shall reimburse Purchaser any resulting costs.
- 10.14 The Purchaser's End-User may ask for additional tests to ensure that the Goods are in accordance with the Purchase Order. Supplier shall provide such assistance etc. as set forth in Sub-Article 10.9 hereof. The costs of these additional tests shall be borne by the Purchaser unless these tests prove that the Goods are non-compliant to the with the Purchase Order or Document of Agreement, where in such case all costs shall be borne by the Supplier.
- 10.15 If the inspection shows that the Goods or parts thereof ready for dispatch are in conformity with the terms of the Purchase Order, Purchaser shall make out the respective release note, such note to state which parts of Goods have been inspected. The release note shall be signed by Purchaser's and by End-user's representative and/or third party in case they participate in the inspection. If End-user's representative and/or third party do not participate in the inspection, Purchaser shall make a corresponding statement in the release note.
- 10.16 Spare Parts shall be subjected to the same inspection as the original Goods.

Article 11 - TERMS OF DELIVERY

- 11.1 Unless stated otherwise in the Document of Agreement, Supplier shall deliver the Goods to, or make the Goods available FCA ("Free Carrier") applied pursuant to "Incoterms 2020", or the latest revision thereof published by the International Chamber of Commerce, at the place of delivery specifically set forth in the Purchase Order or Document of Agreement.
- 11.2 If delivery is not made at the established location, including within the allotted period of time, any costs incurred by Purchaser in connection with dead freight, demurrage, warehousing, insurance, carriage to another loading point, or any other necessary costs to ensure delivery, together with any associated costs incurred by Purchaser shall be borne by Supplier, without prejudice to any other terms in the Document of Agreement.
- 11.3 In case of deliveries "Ex-works" it is the Supplier's obligation to load and securely fasten the Goods on transport facilities.

Article 12 - DELIVERY TIME AND ACCEPTANCE

- 12.1 Time is of essence and the delivery time as stated in the Purchase Order is firm and is the latest date acceptable to the Purchaser.
- 12.2 The delivery time as stated in the Purchase Order is the time when the Goods must be available at the established location indicated in the Purchase Order. The Goods must be completely manufactured, tested, packed, marked, and must be accompanied by all necessary documentation.
- 12.3 In case the Supplier delivers without the Purchaser's release, Supplier has to bear the risk and expense of the return of the Goods and/or any other costs caused by the delivery without release.

- 12.4 The Supplier is obliged to inform the Purchaser immediately when it becomes likely that it cannot meet the delivery time, stating the reasons for and the duration of the delay. The Supplier shall bear all costs incurred by either party as a consequence of a violation of this obligation.
- 12.5 Delivery and acceptance of Goods is complete once:
- i. The delivery terms are fulfilled according to Article 11;
 - ii. it has passed all tests and inspections required under the Purchase Order or Document of Agreement, whether these tests were performed before (such as FAT, etc.) or after delivery;
 - iii. Supplier has provided all documentation in the form, manner, and quality required under the Purchase Order or Document of Agreement; and
 - iv. Purchaser has accepted the Goods upon final handover from Supplier at the established place of delivery.
- 12.6 When Supplier considers delivery of Goods is complete, Supplier shall notify Purchaser in writing without delay. Within a reasonable time after receipt of notice, Purchaser shall, in writing, either accept the Goods as complete or declare the Goods is not accepted and the reason for this determination. The Goods is deemed delivered when Purchaser declares acceptance.
- 12.7 Supplier shall not under any circumstance refuse to deliver Supply even if Supplier disputes that Supply is fully paid for.
- 12.8 If at any time prior to acceptance, the Goods or any part of the Goods is defective in any way or otherwise non-conforming to the Purchase Order or Document of Agreement, Purchaser may reject such Goods. If the non-conformance is discovered by Supplier, Supplier shall immediately notify Purchaser.
- 12.9 Where applicable, Purchaser reserves the right to revoke acceptance of the Goods if Purchaser accepted the Goods on the reasonable assumption that non-conformity would be cured by SUPPLIER and has not been reasonably cured, or without discovery of non-conformity if Purchaser's acceptance was reasonably induced either by the difficulty of discovery before acceptance or by Supplier's assurances.
- 12.10 At Supplier's sole risk and expense, Supplier shall immediately, and as be required by Purchaser, replace, reperform, or correct any Goods rejected under Sub-Article 12.8. above. Replaced, reperformed, or corrected Supply is subject to those test and inspection requirements established under the Purchase Order or Document of Agreement, as well as any additional test and inspection reasonably required by Purchaser, at no cost to Purchaser. If Supplier fails to promptly remedy a non-conformity or defect, Purchaser is entitled, at Supplier's risk and expense, to rectify the defect or non-conformity itself, or to engage a third party to do so.
- 12.11 Notwithstanding the foregoing, Purchaser may temporarily use all or part of the rejected Goods until the same is replaced by conforming Goods.

Article 13 - LIQUIDATED DAMAGES

- 13.1 Timely delivery of the Goods is of paramount importance to the Purchase Order or Document of Agreement. Except to the extent delay is directly caused by Purchaser's default or impediment, Supplier shall, upon Purchaser's request, without proof of loss, pay to Purchaser as liquidated damages 1.0% of the PO Price per Week for Goods not performed in accordance with those dates set out in the Purchase Order or Document of Agreement Schedule. Supplier's cumulative liability for payment of liquidated damages under this Article is limited to 10% of the PO Price. Application of liquidated damages for delay does not release Supplier from its obligations under the Purchase Order or Document of Agreement. Purchaser may terminate either a portion of the Goods or the Purchase Order or Document of Agreement in its entirety for delay once the maximum amount of liquidated damages is payable. Any such termination is deemed a termination for cause.
- 13.2 The reservation of the Purchaser to claim the penalties has to be made, at the latest, at the time of the final payment.
- 13.3 The agreed amount of liquidated damages is a genuine pre-estimate of Purchaser's loss arising from Supplier's failure to satisfy its obligations under the Purchase Order or Document of Agreement and, without prejudice to Purchaser's rights and remedies under Article 25 below, constitutes Purchaser's sole financial remedy for losses caused by Supplier's failure. However, if this Article 13 is found for any reason to be void, invalid, or otherwise inapplicable so as to disentitle Purchaser from recovering the full amount of liquidated damages, Purchaser is entitled to claim demonstrated damages against Supplier.
- 13.4 Notwithstanding the above, Purchaser is entitled to claim any additional losses and/or expenses imposed by End User on Purchaser, in relation to the Goods which prove to be in excess of the maximum amount payable for liquidated damages, as a result of Supplier default and/or subsequent termination as stated in Sub-Article 26.4.

Article 14 - PRICES

- 14.1 Supplier is deemed to have satisfied itself as to all conditions and circumstances affecting the PO Price and other matters, and to have fixed its prices according to its own view of such conditions and circumstances. The PO Price is thereby deemed to be all inclusive, firm, and neither subject to escalation nor currency fluctuations for the duration of the Purchase Order or Document of Agreement. No additional allowance or adjustment will afterwards be made to the PO Price, except as otherwise expressly provided in the Purchase Order or Document of Agreement.
- 14.2 The agreed prices shall cover all the services associated with the delivery of the goods, such as packaging and transport to the agreed place of delivery (delivery free to Purchaser's place of receipt) in particular, including customs duties, fees, taxes and other ancillary costs.
- 14.3 Value added tax or turnover tax shall be shown separately, where applicable.

Article 15 - TERMS OF PAYMENT

- 15.1 Payments shall be made as specified in the Purchase Order. In no case shall any payment become due to Supplier before supply of the Goods and before the Purchaser has received all documents mentioned in these General Terms and Conditions and/or the Purchase Order as a prerequisite for the respective payment.

- 15.2 Purchaser shall pay the amount due to Supplier according to the invoice within ninety (90) calendar days after the end of the month in which a correct, fully documented, and approved invoice that satisfies the requirements in this Article was received. Purchaser may apply the following deductions from any amount due (and to the extent thereafter any of such deductions are or become owing to Supplier, no interest shall accrue on such amounts):
- i. any previous payments on account to Supplier which relate to, or directly concern the Goods covered by the invoice;
 - ii. such parts of the invoiced amount as are insufficiently documented or otherwise disputed, provided that Purchaser shall promptly specify that documentation deemed insufficient or the nature of the dispute;
 - iii. all amounts due to Purchaser from Supplier and its affiliates;
 - iv. any additional cost incurred by Purchaser or anticipated to be incurred by Purchaser for which Supplier is liable according to the Purchase Order or Document of Agreement; or
 - v. a reasonable amount determined by Purchaser if Supplier does not correct non-conformances stated in implementation reviews, quality assurance audits, or engineering technical audits within the agreed due dates, until Purchaser has verified that the specified corrective actions have been carried out. Purchaser shall pay the total value withheld under this Sub-Article 15.2v. in the first monthly payment after Purchaser has verified that the specified corrective actions have been carried out. Interest is not due on money withheld under this Sub-Article 15.2v.
- 15.3 Payments by the Purchaser may not be construed as an implied acceptance of the Goods and shall therefore be refunded by the Supplier in case acceptance is definitely refused.
- 15.4 Any advance payment and/or interim payments will only be effected upon presentation of a corresponding bank guarantee to be established by the Supplier.
- 15.5 The Purchaser is entitled to retain a sum as stated in the Purchase Order until the date of expiration of the warranty period. This retention money may be released upon presentation of a corresponding bank guarantee.

Article 16 - BANK GUARANTEES

- 16.1 To the extent specified in the Purchase Order the Supplier shall provide at his cost any advance payment guarantee, interim payment guarantee, performance guarantee and warranty guarantee for fulfilment of warranty obligations. The bank guarantees shall be provided by a bank approved by the Purchaser.
- 16.2 Supplier shall submit the Performance Bank Guarantee (PBG) equivalent to 10% of Purchase Order price and same shall be submitted to the Purchaser together with the Purchase Order Acknowledgement or latest within fifteen (15) calendar days from Purchase Order date whichever is earlier. The performance guarantee shall be valid until expiry of the Defect Liability Period of the End User's Project.
- 16.3 Where the performance guarantee is not provided in due time, the Purchaser may at its option retain from sums due or becoming due to the Supplier an amount equal to the amount of the performance guarantee or cancel the Purchase Order or a part thereof.

Article 17 - TITLE AND RISK

- 17.1 The title of the Goods or parts thereof shall pass onto the Purchaser upon payment or delivery whatever is earlier.

- 17.2 The risk in the Goods or parts thereof shall pass onto the Purchaser at the point of delivery and acceptance of the Goods by the Purchaser, if not stated otherwise.
- 17.3 In case the title of the Goods or parts thereof has passed to the Purchaser although they are still in the possession of the Supplier, the Supplier shall mark them clearly as being the property of the Purchaser.
- 17.4 In any agreement with sub-suppliers, the Supplier shall not enter an agreement for reservation of title in any Goods or materials forming the Goods in favour of the sub-supplier.

Article 18 - INDEMNITY

- 18.1 Unless expressly stated otherwise in these General Terms and Conditions the Supplier shall indemnify the Purchaser and/or the End User and/or any other person against all claims for damages and expenses whatsoever resulting from the damage to property and/or physical injury and/or death arising out of or in connection with the Supplier's performance of the Purchase Order. Upon the Purchaser's request the Supplier shall save harmless the Purchaser against any claims raised against him by others on the before mentioned grounds.
- 18.2 The undertakings given in this Article shall survive the cancellation, termination or expiry of the Purchase Order.

Article 19 - FORCE MAJEURE

- 19.1 In cases of force majeure preventing, completely or in part, the fulfilment by either of the parties of their obligations under the Purchase Order, the time stipulated for the fulfilment of the obligations of the party affected by force majeure circumstances shall be extended for a reasonable period of time, however, such period of time shall in no case exceed the period of time during which such circumstances have prevented the fulfilment of the obligations.
- 19.2 Force majeure are any events caused by neither the Supplier nor the Purchaser which are unforeseeable and unpredictable at the time of conclusion of the Purchase Order, and if foreseeable and predictable are unavoidable and uncontrollable and insurmountable by the party affected and which render the further performance of the Purchase Order impossible or delay such performance. Cases of force majeure shall include, but not be limited to, fire, floods, earthquake, typhoon, epidemics, and other actions of force of nature, and war and military operations of any character.
- 19.3 The Supplier shall not be entitled to claim force majeure in the following cases:
- i. shortage or price increase of labour, materials or utilities and faulty castings;
 - ii. delays, inefficiencies, late performance or similar occurrences of sub-suppliers;
 - iii. shortage of standard material, parts, equipment or machinery, if available from other sources;
 - iv. breakdown of equipment or machinery
 - v. after expiry of the delivery time stipulated in the Purchase Order plus admissible adjustments;
 - vi. unofficial concerted acts of workmen and labour disputes;
 - vii. any action or circumstances caused by the Supplier's fault or negligence if a similar supplier under the same or similar circumstances would have avoided such results.

In the case of force majeure, the Supplier shall claim force majeure only if it has notified so the Purchaser in writing within three (3) days after its commencement. The existence and the duration of the force majeure case have to be confirmed without delay by a certificate of the local chamber of commerce.

- 19.4 In case force majeure should endure for a period endangering the proper fulfilment of the Purchaser's obligations towards the Purchaser's End User or otherwise unimputable for the Purchaser, the Purchaser may cancel the Purchase Order or part thereof.

Article 20 - WARRANTY; QUALITY OF THE GOODS

- 20.1 The Supplier guarantees that the Goods supplied will be: (i) new and unused, of first-class quality, (ii) generally accepted industry practice, standards, and industry codes, (iii) fit for its intended purpose, (iv) free from defects in design or workmanship, and (v) fully and satisfactorily meets all requirements set forth in the Purchase Order and Document of Agreement. Moreover, Supplier shall execute the Goods according to strict quality assurance/quality control procedures. These procedures shall conform to ISO 9001.
- 20.2 If the geological, climatic or any other characteristics of the place where the Goods will be used may influence the proper functioning of the same, the Supplier guarantees that it has already taken those circumstances in all of its costs, design, construction, and manufacture of the Goods.
- 20.3 The warranties provided by Supplier in Sub-Article 20.1. above apply to the Goods for the entirety of the Defects Liability Period (Warranty Period), which commences upon Purchaser's acceptance, and delivery of the Goods as stipulated in Sub-Article 12.5 above, and expires thirty-six (36) months thereafter. Notwithstanding the foregoing, if the Purchase Order or Document of Agreement establishes a Defects Liability Period, that Defects Liability Period applies in lieu of the period established in this GTC. The Defects Liability Period continues to apply to re-work for a period of (i) 24 months from the date of completion and acceptance of the re-work, (ii) the remainder of the original Defects Liability Period, or (iii) that period set forth in the Purchase Order or Document of Agreement, whichever is longest.
- 20.4 During the Defects Liability Period, Supplier shall promptly rectify any defect or non-conformity in the Goods. Supplier shall perform all rectification work necessary to make the Goods compliant with the Purchase Order or Document of Agreement, including any replacement, repair, change, or adjustment. Should Purchaser require Supplier to be present at the Site, Supplier shall dispatch the necessary qualified employees for such purpose, and Supplier's scope shall be jointly defined with Purchaser. Supplier shall bear all costs incurred in connection with rectification, including transportation costs from its workshop to the place of destination of the Goods or the cost of dismantling and re-assembly of the Goods.
- 20.5 The Supplier shall, however, not be responsible for normal wear and tear, and for improper use and operation.
- 20.6 If, after written notification about the defect and/or the failure, the Supplier fails to promptly take the necessary corrective actions to carry out forthwith the repair, modification, rectification or replacement of any defects or non-conformity, the Purchaser may itself, or engage another party to, do so at Supplier's risk and expense, including any additional penalties or liquidated damages imposed by the End User.

Article 21 - ASSIGNMENT AND SUBLETTING

- 21.1 The Supplier shall not assign any rights under the Purchase Order without the Purchaser's prior written consent.

- 21.2 The Supplier shall not sublet the Purchase Order in total or any essential part thereof without the Purchaser's prior written consent. Such consent, however, shall not relieve the Supplier of any of its obligations under this Purchase Order. Upon the Purchaser's request, the Supplier shall furnish to the Purchaser unpriced copies of the purchase orders concluded with the sub-suppliers.
- 21.3 In case the Supplier contravenes against the aforementioned obligations, Purchaser is entitled to cancel the Purchase Order or any part thereof.

Article 22 - PATENT RIGHTS

- 22.1 The Supplier guarantees to the Purchaser that it either possesses or is entitled to use to the extent necessary the patent rights and copyrights for any Goods and know-how to be supplied under the Purchase Order and that these rights can be used by the Purchaser without any restriction or claim from third parties.
- 22.2 The Supplier shall save harmless the Purchaser, Purchaser's End-User and the users of the Goods from any claims whatsoever and/or indemnify the Purchaser, the Purchaser's End-User and the users of the Goods against all damages and expenses whatsoever arising from or incurred by reason of any patent, design, name, trade mark, or copyright or actual or alleged unlawful imitation of the work of others or any litigation based thereon or other protected rights arising out of the use of the Goods.

Article 23 - SECRECY

- 23.1 The Supplier shall treat the Purchase Order, and everything connected therewith as confidential. The Supplier and any other person that may be involved in the execution of the Purchase Order shall not publish or distribute any articles, films, photographs or make speeches, or supply any information concerning the Purchase Order and/or the project unless so approved in writing by the Purchaser and the Purchaser's End-user. All drawings, technical specifications and data sheets sent to the Supplier are to remain confidential. These are not to be copied, reproduced, duplicated or disclosed to third parties without the prior written consent of the Purchaser. They must be returned to the Purchaser immediately upon request.
- 23.2 The Supplier shall not mention the Purchaser's name or the name of the Purchaser's End-User in connection with the Purchase Order nor disclose the existence of the Purchase Order in any release or announcement or publicity material or similar communication to third parties without the Purchaser's prior consent in writing.
- 23.3 If requested by the Purchaser, the Supplier shall procure evidence that its relevant employees and any other person who may be involved in the execution of the Purchase Order have entered individual undertakings containing obligations equivalent to those set out in this Article.

Article 24 - SUSPENSION

- 24.1 The Purchaser may instruct the Supplier to suspend the performance of the Purchase Order in whole or in part at any time, by written notice. If the suspension exceeds thirty (30) calendar days then the Purchaser shall pay to the Supplier against evidence the Supplier's reasonable direct costs, if any, incurred by the Supplier due to such suspension unless expressly stated otherwise in these General Terms and Conditions.
- 24.2 If Purchaser suspends performance of the Purchase Order or Document of Agreement because of Supplier's breach of any of its obligations under this Purchase Order or Document of Agreement, Supplier is not entitled to any Variation or any other compensation or relief as a result of suspension, and Purchaser may recover from Supplier all costs incurred by Purchaser in connection with that suspension.

- 24.3 During such suspension, Supplier shall take all reasonable actions to preserve and protect the Goods, whether completed or in-progress, including materials provide by Purchaser. Supplier shall resume supply and delivery of Goods promptly upon Purchaser's written request. Refusal to resume supply and delivery of Goods promptly after Purchaser's request is a breach of the Purchase Order or Document of Agreement and may result in termination for cause.

Article 25 - TERMINATION FOR CONVENIENCE

- 25.1 The Purchaser may terminate the Purchase Order in whole or in part at any time by written notice. Such notice shall state the extent and effective date of such termination. In the case of partial termination for convenience, Supplier shall continue to perform that part of the Goods that is not terminated pursuant to the Purchase Order or Document of Agreement.
- 25.2 The Purchaser will pay to the Supplier as a complete and final settlement as follows and after deduction of any exceeded amounts already paid as a result of this termination:
- i. the corresponding part of the Purchase Order price for all Goods delivered by Supplier and accepted by Purchaser until date of termination: the corresponding part of the Purchase Order price;
 - ii. for all performed Goods that were not delivered up to the date of termination: the actual costs incurred by the Supplier, deemed as reasonable and necessary by Purchaser, prior to the date of termination which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the Purchase Order. The Supplier shall endeavour to terminate in the most cost-effective manner. However, should Purchaser's payments to Supplier at the date of termination exceed the value of Goods actually supplied, Supplier shall immediately refund to Purchaser the balance amount.
- 25.3 With the consent of the Purchaser, the Supplier may retain at an agreed price or sell at a price approved by the Purchaser any Goods not delivered and will credit or pay the amounts so agreed or received as the Purchaser directs.
- 25.4 The Supplier will
- i. transfer title, and make delivery of any Goods, to Purchaser not so retained or sold;
 - ii. promptly take all actions reasonably necessary to preserve and protect all Goods (completed or in-progress);
 - iii. make available or deliver to Purchaser copies of all engineering work performed up to the date of termination, including incomplete documents;
 - iv. otherwise act in strict accordance with Purchaser's instructions.
- 25.5 Supplier shall receive no compensation or profit on unperformed portions of this Purchase Order or Document of Agreement.

Article 26 - TERMINATION FOR CAUSE

- 26.1 If the Supplier becomes insolvent, or if any insolvency proceedings, in court or out of court, are initiated by the Supplier or one of its creditors, or if it is decided that the Supplier shall go into liquidation, whether compulsory or voluntary, the Purchaser shall be entitled to cancel the Purchase Order, the Document of Agreement, or any part thereof.

- 26.2 If the Supplier neglects to execute the Goods with utmost and due diligence and expedition, or refuses or neglects to comply with any reasonable orders given to him by the Purchaser in connection with the Goods or contravenes the provisions of the Purchase Order, the Purchaser may give notice in writing to the Supplier to make good such failure, neglect or contravention complained of. Should the Supplier fail to comply with the notice within a reasonable time, however, not exceeding fourteen (14) days from the Purchaser's notice, the Purchaser shall be entitled to cancel the Purchase Order, the Document of Agreement, or any part thereof.
- 26.3 The Purchaser is furthermore entitled to cancel the Purchase Order, or any part thereof, if circumstances - others than those of force majeure - arise due to which the Supplier will not be able to supply the Goods or part thereof at the delivery date agreed upon; the same applies if the Supplier abandons the Purchase Order or the progress in the manufacture and/or the preparation of the delivery is so inadequate that the Purchaser cannot reasonably be expected to continue the Purchase Order.
- 26.4 In the event of termination for cause, Purchaser shall pay Supplier for the Goods performed in strict accordance with the Purchase Order or Document of Agreement as accepted by Purchaser up to the date of termination, less the amount corresponding to those claims, losses, expenses (including without limitation all costs, demands, damages, suits, judgments, fines, penalties, liabilities and attorneys' fees) or causes of action of any kind or character, incurred or expected to be incurred by Purchaser as a result of (i) Supplier's acts leading up to and causing the termination and (ii) for completion of the Goods remaining to be performed, which may be performed by any person or party. Purchaser has no further obligation to Supplier.
- 26.5 Supplier shall: (i) promptly take all actions reasonably necessary to preserve and protect all Goods (completed or in-progress), including materials supplied by Purchaser; (ii) immediately permit Purchaser (or cause to be permitted) free and unrestricted access to Supplier Entities facilities; (iii) provide Purchaser all necessary assistance to effect transfer of: (iii.a) Goods including materials supplied by Purchaser; (iii.b) documents used or prepared during the performance of the Goods; (iii.c) copies of all engineering work performed up to the date of termination, whether complete or incomplete; and (iii.d) copies of all plans, drawings, specifications, and other documents and rights which Purchaser owns, is entitled to use, or otherwise needs to complete the Goods; and (iv.) otherwise act in strict accordance with Purchaser's instructions.
- 26.6 In case of termination for cause, Purchaser may, in its sole discretion, take over any part of the Goods from Supplier, including materials supplied by Purchaser, any Supplier-owned facility or equipment, and any sub-orders necessary to enable Purchaser to complete the Goods, either by itself or with the help of others.
- 26.7 Purchaser's rights and remedies regarding termination for cause are not exclusive and are in addition to any other rights and remedies provided by law.

Article 27 - MISCELLANEOUS

- 27.1 All specifications and documents whatsoever shall be written in the English language and the Supplier's drawings shall have complete English translations of any notations which occur on them. All correspondence shall be conducted in the English language, however, with those exceptions for which the Purchaser approves any other language. In any case where texts exist in more than one language, the English text shall be taken as governing.

- 27.2 Any failure of the Purchaser to insist upon strict performance of any of the terms and conditions of the Purchase Order shall not be construed as a waiver of any rights or remedies that it may have in connection with the Supplier's obligations still to be fulfilled or any subsequent defaults on the Supplier's side. The dispatch or acceptance of any material under the Purchase Order, or any payment made by the Purchaser shall not be construed as a waiver of rights or remedies for any prior failure to comply with any of the provisions of the Purchase Order.
- 27.3 In the event that a condition of the Purchase Order is or becomes invalid, all other conditions shall remain valid. In the case of an invalid condition, a valid condition the effects of which come as close as possible to those of the invalid one shall be regarded as agreed upon, if possible; otherwise, the parties shall be obliged to agree on such a valid condition having the same effect to the extent possible as soon as the need for such a condition arises.
- 27.4 The data required for handling business transactions are subject to central automatic data processing within the MANNESMANN ENERGY .

Article 28 - CONSEQUENTIAL LOSS AND LIABILITY

- 28.1 Supplier shall indemnify **Purchaser Entities** (Purchaser, its affiliates, its contractors and subcontractors (excluding Supplier Entities), and the officers, directors, employees, consultants, agents and invitees of the foregoing) and **End User Entities** (End User, its joint-owners, co-lessees, partners, and joint venturers, if any, its and their affiliates, any entity for which End User has contracted to provide the Goods, each of their contractors and subcontractors (excluding Purchaser Entities and Supplier Entities), and the officers, directors, employees, consultants, agents and invitees of the foregoing) from Supplier Entities' own Consequential Loss arising out of or in connection with the Goods, regardless of cause or any form of liability, whether strict or by negligence, in whatever form, on the part of Purchaser Entities or any other person or party, and regardless of any other provisions of the Purchase Order or Document of Agreement.
- 28.2 Supplier, including its Supplier Entities, shall be responsible for and hold harmless release and indemnify Purchaser Entities, and its customers (including End User Entities) as well as their agents and employees from and against all losses, injury (including death) costs, claims, causes of action, damages, liabilities, and expenses, including attorneys fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Purchase Order or Document of Agreement. Supplier shall indemnify and hold harmless Purchaser from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which Purchaser may sustain or incur in consequence of (i) Supplier's failure to pay any employee for the Work rendered under this Purchase Order or Document of Agreement, or (ii) any claims made by Supplier's personnel against Purchaser.

Article 29 - PLACE OF PERFORMANCE; APPLICABLE LAW; ARBITRATION

- 29.1 The place of performance for deliveries and services is the place of delivery indicated in the Purchase Order. The place of performance for payment and any other obligations of the Purchaser is at the place of the Purchaser's registered office.
- 29.2 Supplementary to the conditions provided for in the Purchase Order the laws of Abu Dhabi, and the federal laws of the UAE governing the legal relations between domestic parties shall exclusively apply.

- 29.3 Amicable settlement of disputes is in the Parties' mutual best interests, where the General Managers of each corresponding Parties' attempt to resolve any dispute through good faith consultation between them within 90 days from notification.
- 29.4 Should the Parties fail to resolve any dispute within the specified period above, then all disputes arising out of or in connection with the Purchase Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The venue of arbitration shall be in Abu Dhabi, UAE.
- 29.5 If the Goods supplied by the Supplier under the Purchase Order become subject of a dispute or court proceeding or arbitration proceeding between the Purchaser and the End User, the factual findings of the court or the arbitration court shall be accepted by the Supplier and the Purchaser and shall be binding under the terms and conditions of the Purchase Order or Document of Agreement.

Article 30 - Mannesmann Energy COMPLIANCE and EXPORT CONTROL

- 30.1 The SUPPLIER shall comply with all applicable laws relating to their involvement in the Project, particularly export control obligations, economic, trade, investment or wider international sanctions measures; customs procedures and anti-bribery and anti-corruption policies, adopted or implemented by the United Nations, the Council of the European Union or individual European Member States ("Foreign Trade Regulations"). This includes among others the OECD Convention and the UK Bribery Act. The SUPPLIER hereby also declares that it is familiar with and understands these provisions.
- 30.2 The SUPPLIER shall provide any and all information and data required by MANNESMANN ENERGY to comply with Foreign Trade Regulations if requested, such as
- i) In case of export and import as well as re-export obligations, all applicable export control classification numbers, and harmonized statistical commodity codes, and
 - ii) Any other information requested by a relevant competent authority for the purposes of ensuring compliance with the Foreign Trade Regulation requirements.
 - iii) Notification of any knowledge or suspicion regarding the direct or indirect involvement in the Project, contract or services of any individual, entity or body designated or listed pursuant to Foreign Trade Regulations, including (but not limited to) those listed under: United Nations' Security Council Resolutions; and the UK HM Treasury's consolidated list of EU financial sanctions targets.

In the case of Foreign Trade Regulations possibly prohibiting or otherwise limiting the Parties' ability to fulfil its/their obligations under the Purchase Order,

- i) The affected Party may suspend this Purchase Order its/ their performance of services and/or the contracts in part or in full, and
- ii) The Parties shall discuss possible ways to comply with the Foreign Trade Regulations including obtaining any necessary permits, authorizations, licenses or wider approvals; or modifications to the Purchase Order and/or the contracts. Any such suspension shall be treated as suspension for reasons of Force Majeure.

All of the foregoing is without prejudice to either party being entitled to forthwith terminate this Purchase Order fully or partly, if deemed necessary as to avoid breach of Foreign Trade Regulations. Any such termination shall be a termination for reasons of Force Majeure.

- 30.3 Neither the SUPPLIER nor any person acting for or on behalf of the SUPPLIER shall offer, promise, arrange for or pay, either directly or indirectly, anything of value to any "government official" for the purpose of obtaining any improper advantage. All payments under the ORDER made by MANNESMANN ENERGY to the SUPPLIER will be received by the SUPPLIER for its own account and the SUPPLIER is not authorized to offer, give or promise any part of such payments, directly or indirectly, to any "government official".

For the purpose of this sub-article "government official" means and includes any:

- i) elected or appointed government official,
- ii) employee official, contractor, consultant or representative of a government or a state-owned own or controlled enterprise, including all employees of any national oil company,
- iii) employee or person acting for or on behalf of a government official,
- iv) political party, officer, employee or person acting for or on behalf of a political party or candidate for public office,
- v) person in the service of a government, including members of the military, police or civil service,
- vi) employee or person acting for or on behalf of a public international organization,
- vii) employees of Non-Governmental Organizations, or
- viii) family members and relatives of any of the above.

Neither the SUPPLIER nor any person acting for or on behalf of the SUPPLIER shall offer, promise, arrange for or pay, either directly or indirectly, anything of value to any employee, officer or representative of MANNESMANN ENERGY or of the End-user, for the purpose of obtaining any improper advantage or benefit.

- 30.4 The SUPPLIER's failure to comply with this article while performing the supply under this Purchase Order shall constitute a material breach of the ORDER, entitling MANNESMANN ENERGY to forthwith terminate the ORDER. The exercise of such right will be without prejudice to any other right or remedy available to MANNESMANN ENERGY under this ORDER, in equity or at law and the SUPPLIER shall hold MANNESMANN ENERGY free and harmless from any losses, damages, liabilities, actions which MANNESMANN ENERGY may suffer as a result of the SUPPLIER's failure to comply with the above-mentioned requirements.

- 30.5 The SUPPLIER shall ensure that the foregoing provisions are included in all contracts to be entered into with its sub-suppliers and subcontractors.