

These Terms and Conditions ("Terms and Conditions") apply to all orders for the supply of goods, materials, equipment, services, and related ancillary items (the "Order"). The Terms and Conditions and the Order form the entire agreement ("Agreement") between the parties and supersede all prior negotiations or communications. Buyer expressly rejects and shall not be bound by any and all additional, different or conflicting terms or conditions proposed by Seller, whether contained in Seller's order acknowledgment, invoice or any other document or communication. Buyer's acceptance of a Seller's order acknowledgment does not indicate its acceptance to Seller's terms and conditions. "Buyer" means the entity stated in the Order, "Buyer Group" means Buyer, its parents, subsidiaries, affiliates listed in Exhibit 1, and its customer / end-user. The supplier of Goods and/or Services and any and all of its subcontractors and their respective employees, subcontractors, agents, representatives and invitees indicated on the Order shall be referred to as "Seller." Any Buyer Group issuing an Order is a "party" with equal rights to enforce this Agreement. This Agreement binds and benefits the parties and their successors or assigns, including any entity acquiring substantially all assets or business through merger, purchase, or otherwise. "Buyer" means the entity stated in the Order, its parents, subsidiaries, affiliates listed in Exhibit 2, and its customer / end-user ("Buyer Group"). "Seller" means the Seller, its personnel, subcontractors, and agents. Any Buyer Group issuing an Order is a "party" with equal rights to enforce this Agreement. This Agreement binds and benefits the parties and their successors or assigns, including any entity acquiring substantially all assets or business through merger, purchase, or otherwise.

- 1. SCOPE.** Seller shall, at its own cost, except as provided herein: (a) furnish all that is necessary, required and incidental to the performance of the Order, including, but not limited to, all labor, services, supervision, machinery, equipment and materials and (b) obtain and maintain any and all necessary licenses, permits, insurance coverage and bonds required by law or specified at any time by Buyer, and (c) perform work for Buyer as requested in conformity with the terms of any Order. Seller represents and warrants that it has examined all documents related to the Agreement and scope of work, and has fully acquainted itself with any relevant conditions (including, but not limited to, site conditions, surface and subsurface conditions, weather conditions, labor and material availability and cost, and any other conditions that may affect Seller's performance, it has made all investigations essential to the full understanding of the difficulties that may be encountered, and assumes full and complete responsibility for completing its obligations.
- 2. PRICE.** The price stated in the Order is firm, definite and not subject to adjustment, and includes all taxes, import duties, fees, charges and expenses as applicable. Seller shall report and pay all taxes, import duties, fees, charges and expenses and shall indemnify and hold harmless the Buyer against any liability arising therefrom.
- 3. SECURITY.** Subject to the Order, Seller shall provide bank guarantees/ letters of credit at least in an amount of 10% of the Total Contract Amount (per letter of credit). The Seller shall provide the details of the first-class international bank it nominates to issue the Letters of Credit for Buyer's approval. Furthermore, if at any time the ability of Seller to perform its obligations under the Agreement should in the reasonable opinion of Buyer become impaired, or if Buyer makes prepayments or milestone payments in connection with an Order, then at Buyer's request, Seller shall promptly provide to Buyer additional security of an amount and type satisfactory to Buyer. Buyer may withhold any payment to Seller until it receives such security.
- 4. DELIVERIES.** TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE AND DELIVERY. Seller will ensure that the Goods are properly prepared for shipment. Each package shall be marked with the project and Order number. The packing list and delivery note, showing, among other things, package, Order and project number, shall be included in each package. On international orders where Buyer is the acting importer of record, Seller shall transmit by e-mail the complete shipment details including weights, dimensions and a copy of invoice within two working days. If Seller is arranging transport, tracking information and copies of transportation bills of lading will also be provided as soon as they are available, not to exceed two working days. No charges will be allowed for packing, crating or cartage except as specified in the Order. If at any time or for any cause whatsoever, Seller is unable to fulfill the terms of the Order, Buyer shall have the right to, at its sole discretion and in addition to any of Buyer's rights and remedies under this Agreement, at law and/or in equity: (i) receive a pro-rata portion of the Goods, Services and/or Deliverables Seller has on hand at the time it discovers its inability to perform or (ii) suspend or cancel all or part of the remaining portion of the Order. Seller and its suppliers shall, at no additional cost to Buyer, expedite delivery, to include faster means of transportation, to meet established delivery schedules. When deemed advisable by Buyer, the Order shall also be subject to expediting by Buyer Group, and Seller hereby grants free, safe and clear access to Seller's and Seller's supplier's premises for expediting. If the Order provides for liquidated damages in the event of delay, Buyer shall be entitled to claim such liquidated damages in addition to all other rights and remedies set forth in this Agreement.
- 5. TITLE/RISK.** (a) Title to the Goods including data and work in progress, shall pass to Buyer, at the earlier of (i) identification that the Goods are a part of the PO (ii) shipment, (iii) delivery, or (iv) payment.

Seller bears all risk of loss and damage to the Goods until final approval, and acceptance of all items. Seller shall ensure that all Goods intended for Buyer are marked or otherwise clearly identified as belonging to Buyer.

- 6. LIENS.** Seller waives all rights of lien against Buyer Group. Seller shall provide Buyer with satisfactory evidence including but not limited to a lien release form ("Lien Release") confirming that all costs for materials and labor, relating to the Goods and/or Services, have been fully paid and the premises upon which the work is performed, and any structures thereon, are free all liens, claims, or encumbrances. Buyer shall have the right to withhold payment to Seller until acceptance of the Lien Release. Seller shall promptly resolve all liens or claims related to the Goods/Services. If Seller fails to do so, Buyer shall have the right to settle such claims and deduct the amount thereof from amounts payable to Seller, including any costs or attorneys' fees. Payments made under this Agreement shall not constitute full or partial acceptance of the Goods/Services. Seller shall Indemnify Buyer Group from and against any such liens or encumbrances arising out of or resulting from or related to the performance of the work, and all claims or liability in respect thereof. Acceptance of payment by Seller shall constitute a full and final waiver of any and all claims that Seller may have against Buyer Group, regardless of cause.
- 7. INSPECTION/ REJECTION.** Buyer Group shall have free access, at any time, to Seller's premises for any purpose, if requested, Seller shall provide Buyer Group with the results of all samplings, analysis, inspection or test relating to the Order. Seller shall, without additional charge, provide to Buyer Group facilities and assistance for safe and convenient inspection. If Buyer Group finds any of the Goods to be defective, in addition to any other rights which Buyer may have under this Agreement, warranties or otherwise, Buyer Group may, reject such Goods, which shall not be replaced by Seller without prior written authorization, and Buyer, may obtain replacement Goods from another supplier and back charge Seller for all costs to obtain such Goods. Inspection of the Goods or payment by Buyer shall in no event constitute acceptance. Moreover, Buyer's review or approval shall not relieve Seller of any responsibility for Goods delivered. Seller will be liable for all of Buyer Group's costs for any additional audits, inspection, testing required. The foregoing rights shall be cumulative and in addition to any other rights or remedies Buyer Group may be entitled to under this Agreement, at law or in equity.
- 8. HAZARDOUS PRODUCTS.** (a) If Seller brings any "hazardous materials" onto any Buyer Group site, Seller shall fully comply with all requirements of Buyer Group related thereto; (b) If and to the extent Seller loads, unloads or ships "hazardous materials" (as designated in accordance with 49 C.F.R. Parts 100-185, as amended from time to time), then Seller warrants that all such materials shall be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable laws, rules, regulations, orders, and other requirements of federal, provincial or state and local governments and agencies thereof, regarding the handling and transportation of such materials, and Seller shall indemnify and defend Buyer Group, and each of their agents, contractors, and employees from all liability of whatever nature (including attorneys' fees and expenses) to which they may become subject as a result of Seller's failure to comply therewith. (c) Seller shall be responsible for all hazardous materials, including the disposal thereof, resulting from the manufacturing of the Goods. (d) Seller shall furnish Buyer Group with copies of all Data Safety Sheets for all hazardous material prior to arrival at any Buyer Group site.
- 9. PERFORMANCE OF SERVICES.** Unless otherwise specified, Seller shall; secure all permits and licenses necessary for performance of the Services, pay all fees and make all deposits pertaining thereto, and Seller's expense furnish all bonds required, and shall submit proof thereof to Buyer. Seller shall perform the Services:
- (a) In a workmanlike manner using qualified, efficient and careful workers;
 - (b) strict accordance with all plans, drawings and specifications;
 - (c) in strict compliance with Buyer Group's safety rules and policies;
 - (d) in a manner to protect the work, the environment, Buyer Group's property and the property and persons of others from loss, damage or injury of any type; and
 - (e) So as not to interfere with the operations of others on the premises.
- If an employee, supplied by Seller, is determined, or deemed, to be a borrowed servant (under applicable law), Seller's obligations under this Agreement shall continue regardless of such characterization.

Seller shall be fully responsible for the safety and supervision of the worksite, including all persons in and around the worksite. Seller shall have full and sole authority and responsibility to identify all hazardous conditions at the worksite. Once Seller becomes aware of a hazardous condition, Seller shall immediately notify Buyer of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied. Seller shall immediately remedy such hazardous condition, except to the extent solely caused by Buyer Group.

Buyer Group may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Services. Buyer Group's approval of any work or service does not constitute acceptance, approval or endorsement of any means,

methods, techniques, sequences, or procedures of work, safety, or implementation of any safety precautions or programs. Buyer Group may inspect the work at any time during the progress of the Services, and Seller shall provide reasonable facilities for such inspection. Buyer Group's inspection shall not operate as a waiver of rights or otherwise relieve Seller from its responsibility for supplying and delivering goods or services in accordance with the Contract or any other obligation of Seller. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Seller shall give Buyer reasonable notice of the time and place of such testing and inspection. Buyer Group may require Seller to correct defective work or Buyer Group may have the work corrected by others, at Buyer Group's sole discretion, and Seller shall bear all costs related to such correction.

Seller shall be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to all tools, machinery, equipment, appliances and personal property that are owned by Seller or loaned to or leased by Seller and that are not to be incorporated into the completed Services, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Buyer Group.

- 10. SAFETY.** Seller shall comply with and be subject to the most recent substance abuse policy issued by Buyer Group or as applicable to the facility where the services are performed. All employees of Seller shall be subject to drug testing when on the premises of Buyer Group. Additionally, Seller shall comply with all applicable laws, regulations, ordinances and other rules of federal, state and local government and political subdivisions, and of any other duly constituted authority having jurisdiction. Seller shall immediately notify Buyer (and provide details as requested by Buyer) in the event any accident or incident occurs during the work that involves non-compliance by Seller with any applicable laws, regulations, or ordinances, or rules.
- 11. TRAINING.** If applicable, Seller warrants and represents that all of Seller's personnel have received safety training required by law for employees working in an environment in which they may encounter crude oil, natural gas, natural gas liquids, refined products or hazardous materials. Seller agrees to permit Buyer to inspect Seller's records to assure compliance with this paragraph.
- 12. WARRANTY.** Seller warrants that all Goods, Services, designs, drawings, workmanship, works of authorship, and any other works to be produced (collectively, "Deliverables") shall be: (1) free from defects in workmanship, design, and material; (2) free of all claims, liens, or other encumbrances; (3) of the highest quality; (4) new and of merchantable quality; (5) fit for the purpose intended; and (6) provided in strict conformity with all specifications, samples, drawings, designs, descriptions, or other requirements communicated by Buyer. The warranties above shall continue for twenty-four (24) months following final acceptance of the applicable Goods or Services by Buyer or thirty-six (36) months from start-up, whichever is longer, unless otherwise stated in the Order, provided however, that for latent defects, the above warranties shall continue for ten (10) years from the date of final acceptance. No substitutions of materials from those specified in the plans and specifications in this Agreement shall be permitted unless approved by Buyer. If Goods, Services and/or Deliverables are found to be defective, as determined by Buyer Group's sole opinion, Seller shall immediately correct the deficiency at Seller's sole cost, DDP to Buyer Group's designated destination, or at Buyer Group's option, Buyer Group may arrange for correction of such deficient Goods, Services, and/or Deliverables and charge Seller for all costs associated with any such correction, including but not limited to, access, removal, installation, re-installation, transportation and Buyer's overhead, labor, supervision costs, and any other costs that may arise. Upon completion of any remedial work necessary for the correction of any defect, Buyer Group will invoice Seller for all costs. Any re-performed Services or repaired/new Goods or Deliverables shall be warranted to the same extent as the original Goods, Services, and/or Deliverables, plus any delays due to defect. Seller shall arrange for the extensions, to Buyer Group, of all additional warranties by suppliers of goods or services that are consistent with or extend or expand the terms of the described warranty of Seller, provided however, that Seller remains responsible for all warranties and warranty work, including the costs/liability arising therefrom. While Buyer Group may generally inspect Services and/or Deliverables provided under this Order, any such procedures or inspection shall in no way relieve Seller of its responsibility to correct any defects. The warranties set out in this Article are in addition to and in no-way limit any other warranties expressed or implied by statute, common law, customer, usage, or otherwise and any attempt by Seller to limit, disclaim or restrict any such warranties or remedies shall be null, void and ineffective. Seller expressly agrees to defend, indemnify, and hold harmless Buyer Group from any and all costs (including any attorneys' fees), claims, or damages that may arise in any way from any defective Goods, Services, or Deliverables, including damage to any of Buyer Group's property (or the property of any third party), any delays in Buyer Group's schedule, or any other claim, cause, or demand.
- 13. CHANGES.** Buyer shall have the right, at any time, to make any changes to the Order, If any such changes cause an increase in the cost, or the time required for performance, Seller may send a written claim for any adjustment resulting from the change(s). Seller waives any claim for adjustment if such claim is not received in writing by Buyer within three (3) days after the date upon which Seller receives

Buyer's changes. Regardless of any claim for adjustment, Seller shall immediately proceed with the changes as directed by Buyer.

14. BACKCHARGES. Buyer Group may back charge all costs incurred as a result of Seller's non-compliance with the Agreement. Including but not limited to defective and/or non-conforming Goods/Services, any costs associated with inspection, transportation, customs clearance, demurrage, port fees, storage, erection, installation, dismantling, removal and re-installation due to a failure of the material, equipment, packaging, or export documentation. Buyer shall deduct such amounts from unpaid amounts owed Seller. While Buyer will generally inspect the Goods and/or Services provided under this Order, any such procedures or inspection shall not relieve Seller of its responsibility to correct any deficiencies. If Buyer requests that Seller correct any deficiencies, Buyer, at its option, may then arrange for correction of such defect and charge Seller for all costs associated with the correction. Buyer reserves the right, at any time, to set-off any amount that Seller owes to Buyer Group against any amount that Buyer Group owes to Seller under the Order or any other agreement.

15. CONFIDENTIALITY. Any information furnished by Buyer Group and/or information arising from or related to the work that is developed or discovered by Seller shall be considered "Confidential Information"; provided, however, that Confidential Information shall exclude (i) information that is at the time of disclosure or subsequently becomes, within the public knowledge through no fault of Seller; (ii) information that Seller can show was known to it (on a non-confidential basis) as of the time of disclosure, independent of anything relating to Buyer Group or to the work; and (iii) information that Seller can show lawfully obtained by Seller on a non-confidential basis from a third party who themselves obtained it lawfully and without fault of Seller. Seller shall keep all Confidential Information strictly confidential and not disclose it to any third party, except if compelled by court or tribunal, and only after providing Buyer with reasonable notice and opportunity to object. Seller may disclose Confidential Information only to (i) its directors, officers, and employees who reasonably require access for purposes of performing the work, and (ii) employees of Seller authorized by Buyer; Seller be responsible for any disclosure of Confidential Information. Confidential Information shall not be used for any purpose other than providing the work. Upon receipt of a written request from Buyer, Seller shall, within 10 days after such request and at Buyer's sole option, (i) return, or provide, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. If Seller has separately signed a Non-Disclosure Agreement ("NDA") with Buyer to the extent of any conflict, the terms of the NDA shall govern. Seller's duties under this provision shall survive the termination, revocation, or expiration of this Agreement.

16. INTELLECTUAL PROPERTY. Seller will indemnify Buyer Group fully against any loss or damage (including costs) incurred or suffered by Buyer Group as a direct or indirect result of the infringement or alleged infringement of any intellectual property relating to all or any part of the goods or the method of manufacture thereof or the use of goods for the purpose informed by the Buyer. All intellectual property rights whether registered or un-registered, including without limitation, copyright of all documents, drawing rights, design rights, developed programmes, software, models and other data provided to Seller or developed in the court of any contract shall belong to Buyer. This Clause survives termination or expiry of the Agreement. Seller shall not modify or alter any drawings, specifications or other data provided by Buyer without Buyer's consent.

17. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL INDEMNIFY BUYER GROUP, FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF ANY KIND ("CLAIMS") ARISING OUT OF OR IN ANY WAY INCIDENT TO (A) THE GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, AND DAMAGE TO THE ENVIRONMENT, (B) ANY ACT OR OMISSION OF SELLER, AND (C) ANY BREACH OF ANY TERM HEREOF. SELLER SHALL AT ITS SOLE COST, INVESTIGATE AND PROVIDE DEFENSE FOR ANY CLAIM FOR WHICH SELLER OWES OR MAY OWE INDEMNITY, PROVIDED THAT BUYER GROUP SHALL HAVE THE ABSOLUTE RIGHT TO PARTICIPATE IN ANY INVESTIGATION OR DEFENSE AND MAY, AT ITS SOLE DISCRETION, SELECT OR APPROVE COUNSEL USED BY SELLER OR ELECT TO CONDUCT ANY LITIGATION REGARDING A CLAIM FOR WHICH IT IS INDEMNIFIED THROUGH COUNSEL OF ITS OWN CHOOSING AT THE SOLE COST OF SELLER. SELLERS OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

18. CONSEQUENTIAL DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGES, REGARDLESS OF CAUSE, EXCEPT SELLER SHALL BE LIABLE FOR DAMAGES ARISING FROM SELLER'S BREACH OF APPLICABLE LAW, BREACH OF CONFIDENTIALITY, INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT AND AMOUNTS

RECOVERABLE UNDER SELLER'S INSURANCE POLICIES.

19. INSURANCE. Except where other insurance values have been agreed, Seller, and its subcontractors, at their own expense, shall maintain:

(a) Workers' Compensation and Employers' Liability Insurance, or the equivalent, with limits as prescribed by applicable law, but in no event shall the Employer's Liability limits be less than (USD) \$1,000,000 per accident/disease.

(b) Commercial General Liability Insurance with a minimum combined single limit of (USD) \$3,000,000 per occurrence for Bodily Injury and Property Damages. Coverage will include Products and Completed Operations with such insurance being primary to and not in excess of any other insurance available to Buyer Group. Buyer Group shall be named as additional insured or indemnity to principal (to the fullest extent permitted by law), for liability arising out of the Goods and/or Services provided to Buyer Group under this Agreement.

(c) Third Party Auto Liability Insurance, covering Bodily Injury and Property Damage, for all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of (USD) \$1,000,000 per accident. To the extent that Seller performs Services on Buyer Group's sites using vehicles, Buyer Group shall be named as additional insured or indemnity to principal, if permitted by law.

(d) Professional Liability Insurance providing not less than (USD) \$3,000,000 coverage.

20. AUDIT. Buyer Group shall have the right to audit and copy all records, books, documents and other data in any way pertaining to this Agreement. Seller shall keep all records, books and documents associated with any Order for at least six (6) years after the expiration of the Warranty Period.

21. SUSPENSION

Buyer reserves the right to suspend this Order, or any part of it, for Buyer's sole convenience and without any liability to Seller, upon written notice. If Buyer subsequently issues a notice to resume performance, Seller shall promptly recommence work and use commercially reasonable efforts to restore full performance without delay.

22. TERMINATION

(a) **TERMINATION FOR CONVENIENCE**

Buyer may, at its sole discretion and for any reason, cancel all or part of the Order by providing written notice to Seller. Such termination shall be without liability for any termination charges. However, Buyer shall pay Seller for work completed and accepted by Buyer up to the date of cancellation. Upon receipt of such notice, Seller shall immediately stop all work and cancel any related subcontracts. Seller shall not take any action in anticipation of termination without Buyer's prior written authorization. Upon Buyer's written request, and upon expiration or termination of the Order; Seller shall: (i) preserve and protect all materials, work in progress, and intellectual property (including licenses) purchased by Buyer, whether located at Seller's or its suppliers' facilities, and if requested, transfer title and deliver such items to Buyer; and (ii) transfer to Buyer all applicable government permits related to the Order.

(b) **TERMINATION FOR CAUSE**

Buyer may, without liability and upon written notice, terminate all or part of this Agreement (or any Order) if:

- (a) Seller fails to perform any obligation under the Agreement;
- (b) Seller fails to make progress which in Buyer's sole opinion impacts performance;
- (c) the occurrence of any bankruptcy event or Buyer reasonably determines that Seller is unable to meet its financial obligations;
- (d) Seller violates any applicable law, rule, or regulation;
- (e) Seller breaches any term of this Agreement; or
- (f) Seller fails to comply with any directive of Buyer.

Upon receipt of notice of default, Seller shall promptly: (a) stop work as directed; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders; and (d) deliver all completed work, work in progress, Buyer's designs, drawings, specifications, documentation and material required and/or produced in connection with such work. Buyer has the right, at its discretion, to take possession of all materials, tools and equipment used in performance of the Order and finish the work or acquire the Goods by whatever method it deems appropriate. Seller shall reimburse Buyer for or Buyer shall be entitled to withhold from any payments due. any costs incurred by Buyer in connection with such substitute procurement and related expenses. Seller shall continue performance of this Order to the extent not terminated. The

foregoing rights shall include specific performance and shall be cumulative and in addition to any other rights or remedies to which Buyer may be entitled under this Agreement, at law or in equity. Buyer shall be entitled to recover from Seller all court costs, attorneys' fees and expenses incurred by Buyer in connection with Seller's default.

23. FORCE MAJEURE (a) If because of Force Majeure, either Buyer or Seller is unable to carry out any of its obligations hereunder (other than for a party's obligation to pay money owed), then the obligations of the party claiming Force Majeure shall be suspended to the extent made necessary by and during such Force Majeure's continuance. The term "Force Majeure", as used herein, means any cause not reasonably within the control of the claiming party, and shall include the following: (i) physical events such as acts of God, disease, plague, landslides, lightning, earthquakes, fires, storms such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region; (iii) interruption and/or curtailment of transportation and/or storage; (iv) acts of others such as riots, sabotage, insurrections or wars; (v) compliance with any law, statute, ordinance, regulation, policy, order or request of any federal, state, provincial or local government unit, or any officer, department, agency, or committee thereof (except to the extent such order or request arises from the claiming party's failure to comply with applicable law); and (vi) any other event or contingencies of like or different character beyond the reasonable control of the claiming party, that, in each case, interferes with the ability of the claiming party to perform its obligations hereunder. (b) If a party is prevented by Force Majeure, it will provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Delay or failure to give notice herein shall not prevent a party from claiming its performance is excused by Force Majeure, unless such delay or failure has adversely affected the other party. (c) Upon providing written notice of Force Majeure as provided herein, the claiming party will be relieved of its obligations under the Order, from the onset of the Force Majeure event and for the duration of Force Majeure. Buyer may terminate the Order if Force Majeure lasts for more than 30 consecutive days.

24. COMPLIANCE. Seller shall comply fully with all applicable laws and regulations and shall neither take nor refrain from taking any action impermissible, penalized, and/or that could result in liability for either Buyer or Seller under applicable law, including but not limited to the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach shall constitute cause for immediate termination of the Order.

- (A) COUNTRY OF ORIGIN (COO) : Seller must provide to Buyer the COO and the export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of the Goods (including Goods that may be provided as part of Services performed hereunder) supplied, including in sufficient detail to satisfy applicable trade preferential or customs agreements. Seller agrees to trace and certify, or to require the manufacturer of the Goods to trace and certify, the country of origin of products purchased by Seller and to promptly provide Buyer with such documents and certificates. Where Seller is acting as the Exporter, Seller must also provide the COO and export classification information to Buyer via the packing list and the customs invoice, and Seller is responsible for obtaining any required licenses or other approvals from the applicable Customs jurisdictions. Seller agrees to trace and certify, or, to require the manufacturer of the Goods to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Goods or parts of Goods or in the manufacture of the Goods or parts of Goods and to promptly provide Buyer with such documents and certifications as requested by Buyer pursuant to applicable legislation.
- (B) SANCTIONS Seller shall not purchase materials from any country sanctioned by, the Office of Foreign Assets Control ("OFAC"), a department of the U.S. Treasury, the United Kingdom, the European Union or other applicable jurisdictions.
- (C) CODE OF CONDUCT: Seller agrees that it will comply with the Koch Code of Conduct and the Koch Engineered Solutions Supplier Code of Conduct, as amended. Seller will hold all tiers of its supply chain to these same standards. Seller certifies that its business and supply chain is maintained in a lawful and socially responsible way including, that neither human trafficking nor slavery or forced labor takes place in any part of Seller's business.

The following provisions shall only apply to the extent they are applicable given the scope of work and jurisdiction of the supply.

- (D) US GOVERNMENT CONTRACTS : Where the goods/services being procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government (or any state or municipal government that have any required additional

terms), the additional terms, including FAR, DFAR, C-TPAT, EU AEO requirements shall apply. Seller agrees that it shall comply with such terms if applicable and covenants that it has not been declared ineligible to contract with the U.S. Government or an end customer funded in whole or part by the U.S. Government, any state government, or municipality.

- (E) MODEL 231 : If the Seller is located in Italy, and the Buyer is KES Italy S.r.l., Seller acknowledges that Koch has adopted a Code of Conduct and an Organization, Management and Control Model ("MODEL") in accordance with the provisions of Legislative Decree 231/2001. The documents are available on the following internet websites: (i) <https://kochind.scene7.com/is/content/kochind/Modello%20231> and (ii) <https://codeofconduct.kochind.com/>. Seller declares to be aware of and undertakes to abide to the Code of Conduct and the MODEL of Koch and undertakes not to put in place and to ensure that its directors, employees and/or collaborators do not put in place acts or conduct such as to determine a violation of the Code of Conduct, the MODEL and, more generally, the commission of offenses referred to in Legislative Decree 231/2001. Breach of the foregoing is considered a material breach of the Seller's contractual obligations and involves the immediate termination of any relationship. In any case, Koch reserves the right to terminate immediately any relation with Seller should the latter commit any offense envisaged by Legislative Decree 231/2001.
- (F) REACH: Seller represents and warrants that all goods delivered shall be in compliance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (as may be amended or updated from time to time) concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH").
- (G) CONFLICT MINERALS : Seller agrees to trace and certify, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Goods or parts of Goods or in the manufacture of the Goods or parts of Goods and to promptly provide Buyer with such documents and certifications as requested by Buyer pursuant to Section 1502 of the Dodd-Frank Act relating to Conflict Minerals.

During the term of this Agreement and for 6 years after, Buyer Group shall have the right, upon reasonable notice during normal business hours, to audit and review Seller's records in relation with this clause.

- 25. ASSIGNABILITY.** Seller may not assign or transfer its rights and duties under the Agreement without the prior written consent of Buyer. Buyer shall have the right to assign any rights or obligations under the Agreement to any third party.
- 26. SEVERABILITY.** The invalidity or unenforceability of any provision of the Order shall not affect the validity or enforceability of its other provisions.
- 27. INDEPENDENT CONTRACTORS.** Seller and Buyer are independent contractors and are not partners, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Agreement or otherwise, and no fiduciary, trust, or advisor relationship, nor other relationship imposing vicarious liability shall exist between the parties under the Agreement or otherwise at law.
- 28. GOVERNING LAW, ARBITRATION.** The Agreement, and any non-contractual obligations arising out of or in connection with it shall be governed by (i) If the Buyer is located in the Americas, the governing law shall be the laws of the state of Texas, without regard to its conflict of law rules, (ii) If the Buyer is located outside of the Americas, the governing law shall be the laws of the jurisdiction in which the Buyer is legally registered or incorporated, without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions under the Order. The provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein. All disputes, claims, controversies or differences which may arise out of, or in relation to, or in connection with, the Contract and any dispute relating to any non-contractual obligations arising out of or in connection with it (, a "Dispute"), shall be referred to and finally resolved by arbitration under the rules of conciliation and arbitration of the International Chamber of Commerce. The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by a certified English translation. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by a certified English translation.
- 29. NOTICE.** All notices, consents, communications or transmittals under the Order shall be in writing and shall be deemed received on the day of delivery if personally hand delivered or sent by facsimile or

electronic transmission (with written confirmation of the completed transmittal); or within two business days if mailed as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Order.

30. WAIVER. No waiver by Buyer of a provision or of a particular breach of any obligation, terms, performance, conditions, or a failure by Buyer at any particular time to exercise any of its rights herein provided, or any other course of dealing under the Order shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, performance, conditions or obligations hereunder. No remedy or election hereunder in favor of Buyer Group shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies under this Agreement, at law or in equity.

EXHIBIT 1 : LIST OF GLOBAL AFFILIATES

NORTH AND SOUTH AMERICA

Chentronics LLC

O'Hara Drive Norwich, NY 13815, United States

Coen Company Inc

4111 East 37th Street North,
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John Zink Company LLC

11920 East Apache Street Tulsa, OK 74116
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Koch Engineered Solutions LLC

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Koch-Glitsch LP

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Koch-Glitsch Canada LP

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Ontario:18 Dallas St., Uxbridge
Ontario Canada

LATIN AMERICA

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