Article 1 Field of application and contractual conditions

1.1 The following General Terms and Conditions shall apply to contracts (also referred to as order confirmations or agreements) concluded between the Purchaser and HESS Group GmbH, hereinafter referred to as HESS GROUP, including contracts at negotiating stage, as well as to offers, which are submitted by HESS GROUP to the Purchaser.

1.2 HESS GROUP explicitly excludes general conditions of purchase and tender documents or any other general conditions of the Purchaser. Any deviations from these General Terms and Conditions on the part of the Purchaser shall only be binding if and insofar as HESS GROUP has expressly agreed to them in writing.

Article 2 Offers and offer documents

2.1 Offers submitted by HESS GROUP are without obligation and undividable.

2.2 HESS GROUP retains title and copyright to all the offers and estimates of costs submitted by them, as well as to any drawings, figures, calculations, brochures, catalogues, patterns, tools and other documents and devices. The Purchaser is not allowed to disclose these items without explicit consent from HESS GROUP either as such or in their contents to any third party, to make them public, to use them either himself or by third parties or to reproduce them. At the request of HESS GROUP, the Purchaser has to completely return these items and to destroy any copies he might have taken if they are not needed any longer for proper business procedures or if the negotiations have not resulted in concluding a contract.

2.3 Any information provided by HESS GROUP contained in figures, catalogues, brochures, drawings as well as data concerning measurements, weights, capacities, returns and other data provided by HESS GROUP are only binding for HESS GROUP if they have been referenced in the contract as guaranteed characteristics.

2.4 Plants supplied by HESS GROUP conform to German standards (DIN-EN) and laws including VDE regulations as well as German accident prevention regulations which are in effect at the time of concluding the contract. Any additional measures deviating due to foreign standards and laws, such as safety precautions have to be indicated by the Purchaser and remunerated additionally to HESS GROUP. If the Purchaser fails to inform HESS GROUP about standards and laws prevailing at the place of destination such as safety precautions, with the consequence of an infringement of standards and laws in effect at the place of destination, and HESS GROUP will be held liable because of such infringement, the Purchaser will indemnify HESS GROUP from these claims; this indemnification also includes the costs for legal prosecution.

Article 3 Contract

3.1 Should the contract be concluded in writing, HESS GROUP shall only be bound after and in so far as HESS GROUP has confirmed the order in writing. The contents of contract are exclusively governed by this order confirmation.

3.2 The written order confirmation is the only document which governs the legal relationship between HESS GROUP and the Purchaser according to item 3.1 including these General Terms and Conditions. The order confirmation fully represents all the agreements made between the contracting parties concerning the subject of the contract. Any verbal agreements submitted offers and agreements made before concluding this contract are not legally binding. Verbal agreements made between the Parties will be substituted by the written contract unless they expressly indicate that they continue to be binding respectively.

3.3 As excess work or shortage of work are deemed any modifications as to the extent and/or the condition of the performance which was agreed when concluding the contract.

Article 4 Drawings and Descriptions

4.1 Any drawings and descriptions disclosed to the Purchaser shall remain HESS GROUP property. They may exclusively be used for their business operations and may not be disclosed to third parties without the prior written consent of HESS GROUP. Unless otherwise expressly agreed, HESS GROUP is not obliged to provide detailed drawings.

4.2 Any drawings which have to be confirmed in writing by the Purchaser during the execution of the contract shall be confirmed/rejected by him in writing within 10 working days after having been transmitted by HESS GROUP stating the reasons. If no rejection and/or written confirmation is given, the project plans or foundation plans respectively shall be deemed to be approved after a period of 10 days.

4.3 Any drawings and descriptions provided by the Purchaser to HESS GROUP shall remain the Purc They shall only be used for performing the contract. HESS GROUP is not responsible for any information provided by the Purchaser, such as but not limited to information concerning the building site and infrastructure. The Purchaser is liable for any damage arising for HESS GROUP due to faulty or insufficient information provided by the Purchaser.

4.4 Any special knowledge (the know-how) which is developed during the performance of the contract shall also become HESS GROUP exclusive property such as for example any patent rights, unless otherwise provided in the contract.

Article 5 Prices

5.1 The agreed price shall be the price or rate stated in the contract or on HESS GROUP order confirmation.

5.2 The prices are quoted without V5 -conditions which are in effect at the time of concluding the contract unless otherwise provided in the contract and/or the order confirmation. Any customs duties or taxes are not included in the price and have to be paid by the Purchaser.

5.3 If the performance requested from HESS GROUP exceeds the contractually agreed scope, this performance has to be compensated by the Purchaser according to HESS GROUP valid rates.

5.4 Contracts which are concluded in currencies other than Euros, the agreed price shall be the equivalent amount in Euros according to the exchange rate at the time of concluding the contract.

5.5 Excess work is paid unless otherwise agreed in writing at HESS GROUP rates which are generally in effect at the time of performing excess work and/or the prices which are generally invoiced by HESS GROUP.

5.6 Unless otherwise expressly agreed, HESS GROUP rates shall be adapted once a year. The adapted rates shall be valid as of the effective date of adaption for all the contracts concluded between the Purchaser and HESS GROUP.

5.7 In the case that services are provided according to expenditure at a site determined by the Purchaser, the Purchaser has to sign the time sheets completed by HESS GROUP workers on a regular basis. These time sheets are the basis for the invoice unless otherwise agreed. The time sheets presented by HESS GROUP workers are deemed to be accepted and signed if the Purchaser has not reacted on the time sheets presented for signature within ten days or if he has not signed them without indicating any reasons in writing.

5.8 If any work is delayed for reasons beyond the control of HESS GROUP, the resulting costs such as waiting times and additional travel and accommodation expenses Furthermore, HESS GROUP is entitled to adjust their prices if material prices and wages have changed in the meantime.

Article 6 Payment

6.1 Payment of the contract price shall be due according to the terms and conditions of delivery and payment and/or the payment schedule given in the order confirmation. Unless otherwise stipulated therein, payment shall be due as follows:

a) 30 % initial payment within 10 days after having received the order confirmation;

b) 30 % after half of the delivery period, not later than 3 months after the date of the order confirmation;

c) 35 % at delivery, not later than one month after the notification of the readiness for dispatch;

d) 5 % after the transfer of risk, not later than three months after the notification of the readiness for dispatch.

6.2 In the case that assembly and commissioning by HESS GROUP is not covered by the contract as a lump sum, these shall be invoiced separately based on HESS GROUP cost rates. Invoicing will be done on the basis of the performed working hours given in the field service report and on the basis of the charge rates. Travelling expenses will be calculated according to expenditure (actual costs) plus a handling surcharge of 5 %. The invoicing is done once a month.

6.3 Any payment has to be transferred without any deduction or offsetting to an account - which is to be determined more precisely by HESS GROUP - immediately upon receipt of the invoice unless a different period has been agreed.

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6.6 If the Purchaser fails to perform on the due date, he shall be in default of payment without any reminder. If the Purchaser is in default, he owes interest for default amounting to 8 percentage points above the corresponding basic rate of interest, as well as the judicial and extra-judicial costs related to the recovery, at least 15 % of the amount for which the Purchaser is in default of payment.

6.7 If the Purchaser fails to keep payment deadlines or if there is evidence for any other reason that after concluding the contract our demands for payment are at risk because of a performance shortfall of the Purchaser, we are entitled to refuse the provision of our performance until we have received counter-performance or have been furnished with corresponding security. Any damage occurring as a result of such a delay shall be charged to the Purchaser.

Article 7 Delivery Period

7.1 The delivery period starts after having received the first down-payment and, if agreed, after having provided any possible payment securities for the remaining amounts.

7.2 The following preconditions for complying with the contractual delivery periods shall apply:

a) all commercial and technical questions have to be clarified between the contracting parties;

b) the Purchaser has fulfilled all his obligations;

c) the provision of information and documents to HESS GROUP which are required from the Purchaser has completely been fulfilled.

7.3 In the case that a fixed delivery date has been agreed and the Purchaser does not fulfil the conditions under article 7.2, the delivery date will be deferred correspondingly.

7.4 In the case that the first down-payment has not been received by HESS GROUP within the first three months after having issued the order confirmation or after having signed the contract, HESS GROUP shall be entitled to withdraw from the contract and to claim damages in accordance with legal regulations.

7.5 If the Purchaser has not fulfilled the required pre-conditions (for example payments or collections) so that a delivery cannot be affected, the parts of the plant have to be stored intermediately. Any related costs will be charged to the Purchaser, at least, however, zero point five (0.5) % of the invoice amount of the delivery and/or - in the case of partial deliveries of the proportional invoice amount for each month.

7.6 The delivery period is based on the working conditions applicable at the time of concluding the contract and on a timely delivery of the materials ordered by HESS GROUP for performing the contract. Should there be any delays without any fault on the part of HESS GROUP caused by changes of the above mentioned working conditions or by the fact that materials ordered for the performance of the contract have not been delivered in time, the delivery period will be prolonged where necessary.

7.7 In the case of failure to keep the delivery date for incidents or circumstances beyond the control of HESS GROUP :
the delivery period will be reasonably prolonged. Incidents or circumstances beyond the control of HESS GROUP include for example, but are not limited to, industrial action whether lawful or unlawful, fire, explosion, war, whether declared or not, general mobilization, uproar, revolution, confiscation, acts of sabotage, embargoes, requisition, limited energy consumption, insolvency, adverse weather conditions under which working is unacceptable (such as heavy snow, frost or storm), faulty or delayed deliveries or services from sub-suppliers caused by such incidents or circumstances. A reasonable period is at least as long as the period which delays the delivery of the plant caused by the incident. If any of the above incidents or circumstances render delivery impossible, HESS GROUP shall be released from their delivery obligation. In these cases, the Purchaser is not entitled to any claim for damages and/or rights of withdrawal. HESS GROUP is obliged to promptly inform the Purchaser about the occurrence and the end of such incidents in serious cases.

7.8 If HESS GROUP is in default and is responsible for this default, and if the Purchaser suffers a loss as a consequence of this default, HESS GROUP shall be obliged to provide compensation for delayed completion as comprehensive and sole indemnification, amounting to 0.2% for each full week of delay but in total not more than 5% of the value of this part of the entire delivery which cannot be used at the agreed time or not according to contract as a result of the delay. Any further claims arising from delay in delivery are exclusively governed according to article 13 of these terms and conditions.

7.9 In the case that fixed times and/or a period of time have been agreed for fulfilling assembly and commissioning, articles 7.2 and 7.8 shall be applied to the same extent taking account the conditions stated in article 9.

Article 8 Despatch and Transfer of Risk

8.1 HESS GROUP ex works in unpacked condition for being collected. Any deviating commercial term according the INCOTERMS 2020 shall be agreed separately and any related costs are to be reimbursed. A mode of transportation as well as a type of packing which is appropriate in the recipient country as well as the loading is to be reimbursed.

8.2 When shipping the goods, HESS GROUP takes out insurance for the goods at the request of the Purchaser against breakage at the for HESS GROUP.

8.3 The risk transfers to the Purchaser when the delivered goods leave the premises, even if partial deliveries are made or HESS GROUP has assumed other services such as delivery or installation and commissioning.

8.4 If an acceptance is required at the time of dispatch, this acceptance has to be affected immediately at the acceptance date, alternatively after HESS GROUP notification about readiness for acceptance. The Purchaser shall not refuse acceptance due to a minor defect.

8.5 If dispatch is delayed or the goods are not dispatched due to circumstances which are beyond HESS GROUP control, the risk transfers

h) Provision of cranes and other hoisting devices (with operator) as well as hoisting and working platforms - details for scope and time shall be provided by HESS GROUP.

i)

regardless of these faults. HESS GROUP will remedy these faults as soon as possible in context of warranty applicable according to article 12.

9.5.7 The fact that the Purchaser uses the plant for production purposes is equal to an acceptance.

9.5.8 We expressly point out that any performance specifications or other characteristics which are indicated in promotion material do not form part of the order confirmation or contract.

9.6 Installation material

9.6.1 Any installation tools and devices provided by HESS GROUP shall remain the property of HESS GROUP.

9.6.2 The installation material shall be completed by additional material (HESS GROUP will issue detailed lists) which remains the property of HESS GROUP and will be used during installation. This additional material as well as all the other material shall be returned to HESS GROUP after commissioning. The return transport shall be at the expense of HESS GROUP. There is in no way any right of retention.

9.6.3 If any tools or equipment provided by HESS GROUP will be damaged at the place of installation or will get lost through no fault of HESS GROUP, the Purchaser is obliged to provide compensation for the resulting

b) the Purchaser supports HESS GROUP reasonably in defending the asserted claims and/or HESS GROUP enables the modifications under article 12.2.1,

c) all possible defensive measures remain reserved to HESS GROUP including settlements out of court,

d) the delivered object was not manufactured or modified according