

1. SCOPE OF APPLICATION

These Swiss General Conditions of Purchase (the “**General Conditions**”) shall apply to the purchase of any products, materials, supplies, equipment and related documentation (the “**Goods**”) by Normet International Ltd or its direct or indirect subsidiary (“**Normet**”) from a supplier (the “**Seller**”) and to any services to be performed by the Seller (the “**Services**”). Normet and the Seller shall be hereinafter referred to jointly as the Parties and individually as a Party. Goods and Services shall hereinafter jointly be referred to as the “**Supply**”.

These General Conditions form an integral part of any purchase order or acceptance of a Seller’s quotation or offer submitted by Normet (the “**Order**”) to the Seller, which shall together form the supply contract by and between Normet and the Seller (the “**Contract**”). Unless expressly accepted by Normet in writing, any terms and conditions forwarded or referenced by the Seller in any Order confirmation or otherwise after the Order are specifically rejected and shall not be binding on Normet. Any amendment to, or deviation from, the Order or these General Conditions must be agreed by Normet in writing.

2. PRICES AND PAYMENT; DELIVERY; PACKAGING

2.1. Prices and Payment

The prices of the Supply (the “**Price**”) set out in the Order are fixed and inclusive of all associated costs of the Supply and all expenses incurred by the Seller in providing the Supply with the exception of Value-Added Tax and such costs and taxes for which, pursuant to the agreed delivery term (Incoterms 2020), Normet is responsible. No deviation from the Price set out in the Order shall become effective unless agreed by the Parties in writing.

The Seller shall, after the delivery of the Supply, submit a valid invoice for the Supply in a format approved by Normet from time to time. Unless otherwise agreed or stated in the Order, the payment term shall be sixty (60) days net after the date of invoice. Normet may reject any invoices or withhold payment of any invoice if the Seller fails to fulfill its obligations under the Contract. Payment of an invoice shall not constitute acceptance of the Supply.

2.2. Delivery

The delivery times and places for the Supply shall be set out in the Order. Unless otherwise agreed or stated in the Order, the delivery term for Goods shall be DAP the delivery point specified by Normet in the Order (Incoterms 2020).

If the Seller fails to deliver the Supply within the agreed delivery time and such delay is not due to a Force Majeure Event defined in Section 6, the Seller shall pay to Normet liquidated damages for the delay in the amount calculated at the rate of one per cent (1%) of the Price for each business day of delay from the agreed delivery date until the date of actual delivery. The maximum amount of the liquidated damages referred to above shall be fifteen per cent (15%) of the

Price of the delayed Supply. If the delivery by the Seller is delayed and the maximum amount of liquidated damages by the Seller under this Section 2.2 has been reached, Normet shall have the right to terminate the Contract with immediate effect and without any compensation or liability to the Seller.

2.3. Packaging

The Goods shall be packed in an appropriate manner which shall prevent damages and losses to the Goods during transportation, including loading and unloading. Normet may give further packing instructions for the Goods.

3. WARRANTIES

3.1. Supply Warranties

The Seller represents and warrants to Normet that: (i) it has title to the Goods and the right to transfer title to the Goods to Normet; (ii) the Goods are new and of good and merchantable quality; (iii) the Services shall be performed in a workmanlike manner with care and skill; (iv) the Supply shall be free from defects in design, material and workmanship; (v) the Supply conform with the specifications, standards and requirements set out in the Order; (vi) the Supply comply with all applicable laws, regulations and standards and generally recognized professional practices; (vii) the Supply does not infringe any patent, trademark, utility model, design right, know-how, copyright, database rights, or any other intellectual property rights (hereinafter jointly referred to as “Intellectual Property Rights”) of any third party and (viii) the Supply is fit for the intended purpose of which Normet has informed the Seller and, if no specific intended purpose has been informed by Normet, be fit for the purpose for which the Seller normally delivers similar products or services.

3.2. Remedies and Warranty Period

If the Supply does not meet the warranties set forth in Section 3.1 (hereinafter referred to as “defect” or “defective”), the Seller shall, upon Normet’s written notice, promptly repair or replace or re-perform, as applicable, the defective Supply without delay and at the Seller’s sole cost and expense. Alternatively, Normet may choose to reject the defective Supply.

If the Seller fails to remedy any defects in the Supply without delay, Normet may reject the defective Supply. If Normet rejects the defective Supply, Normet shall have the right to deduct the Price of the defective Supply from any invoice of the Seller. If Normet has already paid for the rejected Supply or any part thereof, the Seller shall promptly refund such paid amounts in full to Normet.

The Seller’s warranties hereunder shall extend to any defect or non-conformity arising or manifesting itself within twenty-four (24) months from the date of delivery of the Supply. In case of a breach of any warranty, a new period of twenty-four (24) months shall commence with respect to the remedied Supply as from the completion date of the remedy.

NORMET INTERNATIONAL LTD, SWITZERLAND – GENERAL CONDITIONS OF PURCHASE Page 2 of 2**4. CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS****4.1. Confidentiality**

The terms and conditions of the Contract and all information supplied or disclosed by Normet to the Seller for the purposes of or in connection with the performance of the Seller's obligations under any Order or the Contract, including without limitation any trade or business secrets, know-how, specifications, procedures, technical and commercial information, documents and data, shall be treated as confidential by the Seller and the Seller shall not disclose such information to any third party without Normet's prior written consent. Such information shall be used exclusively for the performance of the Contract, or for the purpose of preparing offers or quotations to Normet. The obligations in this Section 4.1 shall survive the expiry or termination of the Contract.

4.2. Intellectual Property Rights

All Intellectual Property Rights of either Party shall remain the exclusive property of such Party. Notwithstanding the above, if the Supply involves engineering or design done for Normet under the Contract, then all Intellectual Property Rights relating to the results of the engineering or design done for Normet, such as drawings, designs, models or calculations, shall vest in and exclusively belong to Normet, unless otherwise agreed in the Contract. The Seller grants to Normet a non-exclusive, worldwide, transferable, royalty free, irrevocable and perpetual license to use all Intellectual Property Rights pertaining to the Supply or their delivery for the purposes of using, consuming, servicing, selling, distributing or transferring the Supply or any part thereof and for the purpose of modifying documentation relating to the Supply.

5. INDEMNITY; LIMITATION OF LIABILITY**5.1. Indemnity**

The Seller shall indemnify and hold Normet harmless from and against all liabilities, costs, losses, damages, expenses (including attorneys' fees) and claims of whatsoever nature arising out of (i) the non-performance or breach of the Contract or any warranty, undertaking or obligation under these General Conditions by the Seller; and/or (ii) any infringement or alleged infringement of any Intellectual Property Right of any third party as a result of the Supply by the Seller.

5.2. Limitation of Liability

To the extent permitted by law, neither Party shall be liable to the other Party for any indirect or consequential loss incurred by the other Party, including but not limited loss or delayed receipt of revenue or profit, loss of contract, loss of production, loss of business opportunity, or punitive or special damages. The limitations of liability set out above do not apply in case of a bodily injury or damage to property or a Party's gross negligence or willful misconduct or omission.

6. FORCE MAJEURE

Neither Party shall be liable to the other Party for a delay in delivery or a failure to fulfill its obligations under

the Contract if such delay or failure is due to an event or circumstance which is beyond the reasonable control (direct or indirect) of, and could not have been avoided by, the affected Party (a "**Force Majeure Event**"), such as war, act of terrorism, riot, act of government, trade sanction, strike or lock-out or acts of God. The Party affected by a Force Majeure Event shall, within seven (7) days of the occurrence of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event and its expected duration. The Party affected by a Force Majeure Event shall use all reasonable efforts to remove or overcome the effects of the Force Majeure Event as quickly as possible.

7. TERMINATION

Either Party shall be entitled to terminate the Contract with immediate effect if (i) the other Party becomes subject to any bankruptcy or insolvency proceedings; or (ii) the fulfillment of the Contract by the other Party is materially delayed due to a Force Majeure Event for more than sixty (60) days.

8. GOVERNING LAW AND DISPUTE RESOLUTION

These General Conditions shall be governed by and construed in accordance with the laws of Switzerland excluding the choice of law provisions therein and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any dispute, controversy, or claim arising out of, or in relation to, this contract, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one (1). The language of the arbitration shall be English. The seat of arbitration shall be Zürich.

9. ASSIGNMENT

The Seller must not assign, transfer or subcontract any of its rights or obligations in relation to the Supply or under the Contract or these General Conditions to any third party without Normet's prior written consent. The Seller shall be responsible for the performance of its subcontractors as for its own.

10. NO PREJUDICE TO OTHER RIGHTS AND REMEDIES

The Seller's obligations and Normet's rights and remedies set forth in these General Conditions are without prejudice to any other obligation that the Seller may have or any right or remedy that Normet may have under applicable laws or otherwise.
