

SULZER General Conditions for Supply (GTCs)

1. Definitions

“Contract” means, in order of precedence: (i) Supplier’s order confirmation, (ii) Supplier’s quotation, (iii) these GTCs, (iv) referenced documents in Supplier’s quotation, (v) Purchaser’s PO as accepted in writing by Supplier (excluding Purchaser’s standard terms). “PO” means the Purchaser’s order as confirmed by Supplier.

“Supply” means the agreed goods and/or services to be delivered or performed, as set out in the Contract. “Purchaser” and “Supplier” mean the contracting parties.

2. General

The Contract sets forth the entire agreement and understanding of the contracting parties and supersedes all prior representations. Purchaser’s terms do not apply and are hereby rejected, even if referred to in the PO.

The Contract becomes binding upon Supplier’s acceptance.

3. Delivery, Risk and Title

3.1 Supplier will use commercially reasonable efforts to meet delivery dates. Failure to meet an agreed, firm delivery date by >14 days for reasons attributable to Supplier shall entitle Purchaser to claim liquidated damages in the amount stated in Supplier’s quotation or in the purchase/service order issued by Purchaser and accepted by Suppliers, in the event Supplier’s quotation is silent on liquidated damages. Liquidated damages shall be the sole remedy for delay and only applicable for delayed scope of supply.

3.2 Purchaser shall reimburse Supplier for delay-related costs not attributable to Supplier.

3.3 Delivery obligations and transfer of risk follow the agreed Incoterms (ICC 2020) stated in the PO, or FCA Supplier’s Facility if no term is stated.

3.4 Title transfers upon full payment.

4. Price and Payment

4.1 The Contract price excludes duties, VAT, withholding tax and similar charges.

4.2 Invoices are payable within 30 days of receipt in accordance with the schedule in Supplier’s Quotation. Late payment entitles Supplier to interest (the higher of 6% p.a. or statutory rate), and suspension of performance and recovery of suspension related costs including legal fees, in which case, Supplier shall not be deemed in breach of Contract and delivery dates may be extended, per Supplier’s discretion. Accounts unpaid for six months entitles Supplier to treat the Contract as terminated by Purchaser in accordance with Clause 10 (Cancellation).

4.3 Purchaser may not set off payments.

5. Changes

Changes are valid only by agreed, written Change Order. Adjustments to the Supply/price/schedule shall be agreed before implementation.

6. Warranty

6.1 Supplier warrants the Supply is as specified in the Contract, free from defects in workmanship, materials and Supplier design.

6.2 Warranty of goods supplied expires at the earlier of: (a) 12 months from initial operation of the relevant part of the Supply, or (b) 18 months from availability for delivery. Services Supply is warranted for 180 days from completion of the services (“Warranty Period”). The Warranty Period covers apparent and latent defective or non-conforming Supply.

6.3 If the Supplier’s warranties are proven to be breached during the Warranty Period, Purchaser shall notify the Supplier in writing. Within seven (7) days, or a reasonably longer period if necessary, the Supplier shall begin investigating the claim and, where a warranty breach is confirmed, shall repair, modify, replace, or reperform the defective portion of the Supply at its reasonable discretion. Purchaser shall make the Supply available for correction at a suitable onshore location in a safe, non-hazardous condition. The Supplier is responsible only for its own costs arising from such corrective action and shall not be liable for access costs, offshore transportation, or disassembly, removal, decontamination, or reinstallation expenses.

6.4 Any repaired, modified, replaced or reperformed part of the Supply shall be re-warranted for 6 months from completion of such work, or until the expiry of the Warranty Period under Clause 6.2, whichever is later (maximum extension 6 months beyond the original Warranty Period).

6.5 Warranties exclude defects not caused by Supplier, including misuse, improper installation, unauthorized modifications or repairs, pre-existing latent or design defects in Purchaser equipment, Purchaser design choices, wear and tear, erosion or corrosion, improper storage; unsuitable service products, replacement materials or foundations; operating conditions more severe than specified. The Supplier’s warranty obligations shall be suspended during any period of overdue payment by Purchaser and shall lapse if, in the event of a defect, the Purchaser fails to take immediate and appropriate measures to mitigate damage and to notify the Supplier as required herein.

6.6 Correction of nonconformities or defects as provided in this Clause 6 constitutes the Supplier’s complete liability to the Purchaser in relation to the Supply, whether arising in contract, negligence or otherwise. ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS (STATUTORY OR IMPLIED, ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. Limitation of Liability

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7.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER IS NOT LIABLE FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS, PRODUCTION, PRODUCT, USE, OPPORTUNITY, DAMAGES RESULTING FROM DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM ANY LEGAL THEORY (INCLUDING NEGLIGENCE) OR IN CONNECTION WITH THE CONTRACT WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

7.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER'S TOTAL LIABILITY SHALL NOT EXCEED 100% OF THE CONTRACT PRICE WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR UNDER ANY OTHER LEGAL THEORY.

7.3 THIS LIMITATION DOES NOT APPLY TO LIABILITY FOR DEATH/PERSONAL/BODILY INJURY FROM SUPPLIER'S NEGLIGENCE, FRAUD, OR SUPPLIER'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

8. Intellectual Property

All Supplier IP used or developed under the Contract remains Supplier's property. Except if the Contract is terminated under clause 9 or 10, upon full payment of the Contract price Purchaser receives a non-exclusive, non-transferable licence solely for operation, maintenance and repair of the Supply, excluding any reproduction or creation of derivative works. Documentation for engineering services may be used solely for procuring equipment from the Supplier. Any Party's copyrighted material shall not be copied by the other Party except for archiving or replacement of defective copies.

9. Termination for Cause

9.1 Either Party may terminate the Contract for cause, or if the other becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws, or fails to pay debts when due under the Contract, to the extent permitted by applicable law.

9.2 Except where exclusive remedies apply, Purchaser may terminate the Contract for Supplier's material breach after providing written notice to Supplier specifying its nature. Termination is permitted only if the Supplier does not: (i) begin and diligently pursue corrective action; or (ii) provide evidence that no breach occurred. Upon termination under this clause Purchaser shall pay for completed Supply or portion thereof.

10. Cancellation

Purchaser may terminate the Contract with written notice. A termination fee applies, based on the

cancellation schedule if included as part of the Contract, or the Contract price less Supplier's net saving of cost, but not less than 25% of the Contract price representing a genuine pre-estimate of Supplier's minimum costs and losses as a result of termination.

11. Confidentiality

Each Party shall use the other's confidential information solely for Contract performance and protect it from unauthorized disclosure. Exclusions apply for public information, lawful third-party disclosures, independent development, and legally required disclosures.

12. Insurance

Each Party shall maintain insurance commensurate with its obligations and liabilities pursuant to the Contract and as required by applicable law.

13. Compliance with Laws and Export Control

Each Party shall comply with all applicable laws, including anti-bribery, tax evasion, conflict materials, competition, data protection, enforced and child labour, health and safety, export control, and labour regulations. The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Supply. Purchaser shall undertake its best efforts to ensure that its onward supply chain are bound by and comply with an equivalent obligation. Purchaser shall set up and maintain an adequate monitoring mechanism to detect any deviation from this obligation.

14. Force Majeure

Supplier is not liable for delays or non-performance caused by events beyond its reasonable control. Obligations are suspended during the event and delivery dates will be adjusted accordingly. If lasting more than 6 months, either Party may terminate with 15 days' notice; Purchaser shall compensate Supplier for all Supply performed up to the date of termination.

15. Governing Law and Dispute Resolution

The Contract is governed by the laws of Supplier's domicile. Disputes not resolved within 60 days shall be submitted exclusively to the courts at Supplier's domicile.

16. Miscellaneous

16.1 Neither Party may assign (other than Supplier's right to payment) the Contract without written consent, except Supplier's right to payment. Failure to enforce rights is not a waiver. If any provision is invalid, the remaining provisions remain effective and shall be replaced with a valid clause reflecting the original intent.

16.2 If a provision of this Contract is or becomes illegal or unenforceable, the remaining provisions and procedures shall not be affected.