

## 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 Purchaser's property. 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 VAT -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 shall be paid by the Purchaser. 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:
- 30 % initial payment within 10 days after having received the order confirmation;
  - 30 % after half of the delivery period, not later than 3 months after the date of the order confirmation;
  - 35 % at delivery, not later than one month after the notification of the readiness for dispatch;
  - 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.
- 6.4 Any costs related to the provision of payment securities shall be paid by the Purchaser.
- 6.5 In the case that any payments whether by means of documentary letter of credit or not have to be made against presentation of transport documents, these payments can also be made against presentation of a proof of storage if it is impossible to ship the goods for reasons of force majeure or circumstances beyond the control of HESS GROUP. Any costs arising from such storage are paid by the Purchaser in this case according to article 7.5

- 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:
- all commercial and technical questions have to be clarified between the contracting parties;
  - the Purchaser has fulfilled all his obligations;
  - 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 immediately. 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 to 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 to the Purchaser as from the day of the notification about the readiness for dispatch. HESS GROUP commits to take out those
- 8.6 HESS GROUP shall only be obliged to dispatch the goods to be delivered after the storage costs have been paid by the Purchaser according to article 7.5.
- 8.7 Partial deliveries are allowed.

#### Article 9 Installation and commissioning conditions

- 9.1 Unless otherwise provided in the order confirmation, installation and commissioning are restricted to supervisor installation and commissioning by HESS GROUP based on the following conditions:
- 9.2 Installation
- 9.2.1 During installation all the components which have been delivered by HESS GROUP and are essential for commissioning shall be assembled by HESS GROUP and checked for their operational conditions.
- 9.2.2 Any indications as to the installation period are only estimated values. If there is a binding agreement as to the installation period, it is deemed to be observed if the complete installation of the components has been done by the expiry of this period. The installation has to be affected without interruption. The Purchaser will - at his own expense - support HESS GROUP staff members in order to ensure a smooth operation. In the case of any waiting times caused by the Purchaser, any incurring expenses including travelling expense shall be at the Purchaser's expense. This applies also in the case that a lump sum price has been agreed. The provisions in this article also apply to articles 9.3 -9.5.
- 9.2.3 Fulfilling the below listed obligations of the Purchaser is a precondition for a proper and consistent installation and commissioning.
- 9.2.3.1 Before starting installation and commissioning HESS GROUP can provide check lists which have to be completed and returned by the Purchaser.
- 9.2.3.2 The Purchaser is obliged to provide building site coordination for sections, which are not part of HESS GROUP scope of delivery and to nominate a person who is responsible for the building site.
- 9.2.3.3 When the deliveries arrive and/or installation starts, the following shall be placed at disposal by the Purchaser on a permanent basis (including the time of installation, commissioning, training and instruction as well the time until final acceptance) at his own expense and risk:
-

- 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) Provision of working platforms, scaffolds and ladders, if required.
  - j) Transfer of HESS GROUP staff members from/to airport as well as on site between accommodation and building site (possibly by rental car), travelling time is considered to be working time.
  - k) Installation of the plant in a hall protected from wind and rain. The minimum temperature in the hall has to be +5°C.
  - l) Provision of accommodation (mid-range hotel or apartment) for HESS GROUP staff members according to the following specification: minimum standard 3\* central-European standard, single room with shower/toilet and/or bathroom/toilet including daily cleaning and fresh towels every day, weekly fresh bed linen, continental breakfast.
  - m) Provision of a dry and lockable room for the tools of HESS GROUP staff members or an area for positioning connection for power supply.
  - n) Provision of burglar-proof staff rooms and working rooms with heating and lighting as well as sanitary facilities for HESS GROUP staff members.
  - o) Provision of support personnel for transporting and installing in numbers and qualifications to meet the requirements. HESS GROUP will specify exact quantities. The support personnel have to follow the instructions given by HESS GROUP staff members. HESS GROUP assume no liability/reliability for the support personnel. For fitting further unspecified components such as noise insulation, additional support personnel is required. In the case that such personnel does not dispose of the required qualification, HESS GROUP reserves the right to provide appropriate personnel, at additional cost to the Purchaser, to guarantee trouble-free installation and commissioning.
  - p) Provision of safety devices for personal security according to the local regulations unless offered separately. For reasons of liability, commissioning can only be realized with completely installed safety devices.
  - q) Instructing HESS GROUP staff members regarding existing local safety regulations and notification about a possible infringement of such safety regulations.
  - r) Provision of electricity and water according to the indications given in circuit diagrams and/or foundation drawings. The scope of delivery for HESS GROUP equipment and services starts at the main switch installed in the control cabinets. Current transformers, current distributors and connection cables have to be provided by the Purchaser with corresponding dimensions and fuse protections. All the power supply lines to the individual components have to be laid in cable ducts. In the case that a different cable laying should be required (i. e. cable trays), this will be charged separately.
  - s) Provision of all components/services beyond HESS GROUP scope of delivery (products/services provided by third parties). Technical data, services, interfaces for control and all other services for products provided by third parties have to be clarified in detail before starting the installation. The time schedule for delivering and assembling the products provided by third parties as well as for their services has to be coordinated with HESS GROUP.
  - t) Provision of welding devices incl. oxygen as well as other equipment and tools according to a separately transmitted list.
  - u) Provision of a translator with technical understanding if there are no staff members who speak German or English.
  - v) Lighting of the whole plant.
- 9.3 Commissioning and trial run
- 9.3.1 Commissioning and trial run will take place in two stages:
- 9.3.1.1 Without material: only the functionality of the single components and/or the operation of the entire plant will be tested without material. Commissioning with material will follow only after a successful trial run.
- 9.3.1.2 With material: Commissioning and/or trial run are affected by testing the manufacturing process with a standard mould (unless otherwise agreed). This stage requires a sufficient number of operators for the single components. We recommend providing the operators from the beginning of the installation in order to get sufficiently acquainted with the plant.
- 9.3.1.3 In the case that further moulds shall be tested or run-in, any incurring costs will be charged separately to the Purchaser, especially if a lump sum price was agreed.
- 9.3.1.4 The Purchaser has to place the following items at disposal by the start of the testing and commissioning stage without charge:
- a) Compressed air
  - b) Utilities such as hydraulic oil
  - c) Separate telephone line for using a modem for remote maintenance or a high-speed internet connection with a transmission rate of 500 Kbit.
  - d) Forklift for commissioning the plant, for example for transporting packets of blocks, for changing moulds etc.
  - e) Sufficient quantities and qualities of aggregates, binding agents, cement, additives, paints etc. The material quantities have to be determined by means of tests before the trial run and commissioning (i. e. screening plant). The agreed production output can only be reached when using concrete aggregates according to DIN 52100 and concrete according to DIN 1045. HESS GROUP can only provide advice as to concrete mix and concrete quality.
  - f) At least one mould according to HESS GROUP technical specifications unless separately offered.
  - g) Production pallets (for example steel pallets, boards) in sufficient quantities and qualities in respect to flatness, loading capacity, thickness etc.
  - h) Sufficient quantities of transport pallets (if this is part of the process).
  - i) Requested industrial safety devices for the building site as well as for the products of third parties.
  - j) Conveyor-track crossings unless included in HESS GROUP scope of delivery.
- 9.4 Training and Instructions
- 9.4.1 Unless otherwise agreed the operators shall be trained and instructed during commissioning and trial production. Training and instructions have to be carried out continuously. Training shall end 2 weeks after the start of production unless otherwise agreed.
- 9.4.2 The scope of delivery basically includes all the aspects to guarantee the following:
- a) the corresponding safety instructions
  - b) continuous operation
  - c) regulation and fault rectification of the delivered components
- 9.4.3 Instructions and training for components which are provided by the Purchaser or supplied by third parties are not included.
- 9.5 Acceptance
- 9.5.1 The Purchaser is obliged to perform acceptance of the plant as soon as he is informed about its completion and as soon as a test run which possibly had been agreed upon has been completed (one-shift trial run). A successful commissioning and/or a successful trial run shall immediately be followed by issuing an acceptance certificate which has to be signed by the Purchaser as well as by an authorized representative of HESS GROUP.
- 9.5.2 If no test run of the plant (trial run) has been agreed in the contract, the plant is deemed to have been accepted if the agreed characteristics can be observed during commissioning.
- 9.5.3 If the agreed performance is not reached during a trial run, HESS GROUP is obliged to remedy the fault at their own expense and is entitled to repeat the trial run. This does not apply if the fault is an insignificant fault circumstance beyond HESS GROUP control. In the case of an insignificant fault, the Purchaser is not entitled to refuse the acceptance.
- 9.5.4 If HESS GROUP has provided notification as to the completion of the plant to the Purchaser and the Purchaser is obliged to perform acceptance, the acceptance is deemed to have been performed

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 damage.

0.0000f111(e)4(s)-16(u)4(lvi)-18(d)4(e)-12( )-411(cs511(issi))4(tio)-12(n)4( )-411(f)-resp as per 95.32 841nt fors 41.99FctHESS GROUP

**a**

- 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  
m6 Tf1 0 0 1 191.66 7308871 0 595.395.32 841.92 reW\* nBT/F3 6.96 Tf1 0 0 1 112.46 714.1 Tm0 g0 G(i)-171.26 Tf1 0 0 1 191.66 7300.00