



# Dextra Group General Terms and Conditions of Sales

The general terms and conditions as set out hereunder are to be read in conjunction with the Order as well as any particular terms and conditions attached thereto (where applicable) together with these terms and conditions as set out below shall form an agreement between the Supplier and the Buyer (the "Sales Agreement" or "Agreement"). The Supplier's acceptance of the Buyer's purchase order shall be subject to these terms and conditions unless expressly agreed otherwise by the Supplier.

If nothing stipulated in the Order, the Order shall automatically expire thirty (30) calendar days from the issuance date.

## 1. Definition

"Buyer" means the entity to which the Supplier agrees to supply Goods and/or Services under the Order;

"Goods" means the equipment, parts, materials, supplies and other goods the Supplier agrees to supply to the Buyer under the Order;

"Order" means the Supplier's quotation accepted by the Buyer or the Buyer's purchase accepted by the Supplier;

"Services" means services to be provided by the Supplier to the Buyer according to the Order.

"Supplier" means the entity providing Goods or performing Services under the Order.

## 2. Payment

Unless otherwise specified in the Order, payment for the Goods and Services supplied under the Agreement shall be due and payable within thirty (30) calendar days from the date of invoice. The Buyer's obligations to make payments under this Agreement are absolute and unconditional and not subject to any rights of set-off. No discount is granted for early payments.

For each calendar month, or fraction thereof, that payment is late, the Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law whichever is higher. In addition to its entitlement to the late payment charge, the Supplier, at its sole discretion, shall be entitled to: (i) suspend or cancel the delivery of Goods or performance of the services in respect to this or any other agreement, quotation or offer between the parties; and/or (ii) revoke any other credit extended to the Buyer. In the event that the Buyer's account is more than ninety (90) calendar days in arrears, the Buyer shall reimburse the Supplier for any reasonable costs incurred, including attorney's fees, in the collection of such amounts from the Buyer.

As and if requested by the Supplier, the Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing pro-rata payments as Goods are shipped and Services are performed plus payment of cancellation and termination charges and all other amounts due from the Buyer under the Order ("Payment Security"). The Payment Security shall: (i) be in a form and issued or confirmed by a bank acceptable to the Supplier; and (ii) remain in effect until the latest of ninety (90) days after the last scheduled Goods shipment, completion of all Services and the Supplier's receipt of the final payment required under the Order. The Buyer shall, at its own expenses, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of the Supplier's notification that such adjustments are necessary in connection with the Buyer's obligation under the Order.

The Supplier is not required to commence or continue its performance unless and until any required Payment Security or adjustment thereto as stated in the foregoing paragraph is received, is deemed valid and is in effect.

All deliveries of Goods agreed to by the Supplier shall at all time subject to credit approval of the Supplier. If in the Supplier's sole discretion, the Buyer's financial

condition does not justify production or delivery of Goods on the agreed payment terms, the Supplier may require full or partial payment in advance or other payment terms as a condition precedent to delivery, and the Supplier may suspend, delay, postpone or cancel any credit, delivery or any other performance by the Supplier.

## 3. Revision

Each Party may at any time propose changes, additions, omissions, or alteration to the Order ("Revision") provided that the other Party accepts any such Revision in writing. Following any such Revision, an appropriate adjustment in price, schedule and scope of work will be submitted for approbation.

## 4. Quantities and Price

Unless agreed otherwise between the Parties, the quantities stated in the Order are an estimate only and should not be relied upon by the Buyer as being representative of the actual quantities. Where and to the extent that the actual quantities manufactured or supplied vary by more +/- 5% of the quantities set out in the Order, the Company reserve the right to revise or amend its unit rates and prices to reflect the divergence.

Unless otherwise stated in this Order, the rates and prices exclude all testing and testing fees, delivery and VAT.

## 5. Tax, Duties and Fees

The Buyer shall comply with all applicable laws including tax law, and assume full and exclusive liability for the timely filing of all returns, potential tax costs (including but not limited to tax, tax sanction, and interest for late payment) and promptly paying of all taxes, levies, fees, duties or charges imposed with respect to the performance of the Supplier hereunder.

## 6. Discharge of the Supplier's obligations

The Supplier's obligation to deliver the Goods shall be fully and completely discharged, and ownership, title, and all risk of loss or damage shall immediately pass to the Buyer at the time the Goods are delivered to the Buyer at place of delivery or by means of delivery as specified in the Order. Should the Buyer fail or omit to send a claim or notice of non-conformity related to the Goods within fourteen (14) days from the date of delivery, the Buyer shall be deemed to have fully accepted the Goods.

## 7. Delivery

Unless otherwise agreed upon between the Parties, the delivery shall be based upon EXW Incoterms 2010 basis being made.

Acceleration - The Buyer may request the Supplier to provide a proposal to accelerate the work and delivery under the Order. Within seven (7) days of such a request, the Supplier may provide to the Buyer a proposal to accelerate the delivery of the goods. The proposal would contain details of (a) the measures the Supplier considers necessary to reduce the delivery time in question; and (b) the additional cost to carry out those measures.

The cost of acceleration shall have to be agreed upon by the parties and confirmed in writing by the Buyer prior to any execution.

Early Delivery - The Buyer may request early delivery provided that the Supplier examines the cost and feasibility of such early delivery and provides a quotation to the Buyer. In any such case, the Supplier shall give its approval prior to any early delivery.

Postpone Delivery - The Buyer may request the Supplier to postpone delivery provided that the request be made in writing at least fifteen (15) calendar days prior to the original date of shipment. Any storage cost, insurance cost and risk during the postponement period shall be borne by the Buyer.



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Storage - If the Supplier incurs any cost for storage of the Goods as a result of the Buyer's request for postponement of delivery, omission or fault in any manner, the Buyer shall be liable to reimburse the Supplier for any such expenses and charges in full upon being notified by the Supplier.

Remedies upon Buyer's default - Buyer shall be in default of this Order if: (i) the Buyer becomes insolvent; (ii) the Buyer refuses or fails to take delivery of the Goods; (iii) the Buyer fails to make any payment to the Supplier when due hereunder; or (iv) at any time the property of the Buyer is seized or otherwise in the possession of an official receiver. In the event of the Buyer's default, the Supplier may exercise the following remedies:

- (1) Terminate this Order and resell the Goods, and shall be entitled to recover from the Buyer the difference between the price of the Goods set forth in the Order and the proceeds from the resale thereof, plus any incidental loss and expense (e.g. storage charges, insurance premium).
- (2) Terminate this Order as to any unpackaged balance and shall be entitled to recover from the Buyer as liquidated damages.

### 8. Delay

Should the Supplier fail to deliver on time, the Buyer shall give the Supplier written notice of failure to deliver. From such notice, the Supplier shall have sixty (60) days to remedy the situation. After this period, the Buyer may either claim liquidated damages at a rate of 0.1% per week of delay limited to 5% of the value of the affected portion of the Order or postpone the delivery date.

The acceptance of a delayed delivery shall constitute a waiver of the damage claims to which the Buyer is entitled on account of the delayed delivery.

Late or non-delivery of any one or more of the installments shall not entitle the Buyer to treat the Order as repudiated and shall not affect the Buyer's obligation to accept and pay for the delivered installment.

Late delivery resulting from an overdue payment or fault from the Buyer shall not constitute a cause for the Buyer to claim any late delivery charges.

### 9. Packing

Unless otherwise agreed to in the Order, the Supplier shall pack the Goods pursuant to the specific features of the Goods and fit for general cargo.

### 10. Title

Title of the Goods shall pass to the Buyer upon payment in full of the related Order, including any interest and/or expenses and /or payment of any claim in connection with or arising out of the Order. Until title in the Goods has passed to Buyer, the Buyer shall not transfer or pledge any of the Goods, or grant any right or title in the Goods to any third party.

### 11. Return and Buy Back

Return: A return can occur if the Goods has been delivered and unpaid under the following condition. The Goods supplied pursuant to the Order cannot be returned without the Supplier's written authorization. Duly authorized returns: (a) shall be sent to the Supplier's premises at the Buyer's expense; (b) may be subject to a handling charge of twenty (20) percent of the invoiced value of the Goods, at the Supplier's discretion; and must be in the same condition as originally delivered to the Buyer.

Buyback: A buyback can occur if the Goods have been delivered and paid provided that the Supplier authorizes such buyback. Once authorized, the Supplier will submit a proposal to the Buyer. In any case, the Supplier will have the right to audit the Goods prior any buyback.

### 12. Indemnification

The Buyer shall indemnify and hold harmless the Supplier and its agents, employees, officers, directors, successors from and against any and all damages, liabilities, losses, expenses, costs or claims (including, and without limitation to, reasonable attorney fees), to the extent that such claims and losses are caused by (a) act, negligence or willful misconduct of the indemnifying party or (b) the indemnifying party's breach of any of its covenants, representations or warranties set forth herein.

In no event shall the Supplier be responsible for any claims arising out of its compliance with instructions, requirements or specifications provided by or required by the Buyer (including the use of information, artwork, logos, and/or trademarks provided by the Buyer).

If the Buyer is supplying Goods to a third party, the Buyer shall (i) indemnify and defend the Supplier from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this agreement, and (ii) require that the third party agree, for the benefit of and enforceable by the Supplier, to be bound by all the limitation set forth in this agreement.

### 13. Limitation of Liability

Notwithstanding the foregoing clauses, in no event shall the Supplier be liable for any loss and/or damage, consequential or indirect damage occurring to the Buyer resulting from the interruption or failure of the Buyer's operation, loss of profits, lost savings, loss of reputation, loss of goodwill, incidental, special, indirect, consequential, or punitive damages or claims of the Buyer's customers for any of the foregoing types of damages arising out of or in connection with the Order.

The Supplier's aggregate and cumulative liability for any damage or loss towards the Buyer or any third party in relation to the affected Order shall not exceed the aggregate value of the affected Order.

### 14. Assignment and Setoff

The Buyer shall not assign any right or obligation under the Order without the prior written consent of the Supplier. The Buyer shall have no right to withhold, compensate or reduce any payment or to set off existing and future claims, charges, expenses, fees or other payment of any kind whatsoever under any circumstances, including but not limited to, any liability which may arise due to any breach or alleged breach of any agreement, quotation or offer.

### 15. Insurance

The parties shall take out and maintain adequate maritime cargo insurance to cover the transport of the Goods in accordance with the agreed Incoterms 2010 or any other terms specified in the Order.

### 16. Warranty

The Buyer warrants that all data, specification, drawing or other documents provided to the Supplier to manufacture the Goods are accurate, exact and respect intellectual property right.

### 17. Nonconforming Goods

If the Goods or Services do not meet the specification provided by the Buyer, the Buyer shall promptly notify the Supplier in writing prior to expiration of the warranty period. Should the Goods be rejected, deemed defective or nonconforming with the agreed upon specifications, the Supplier shall be entitled to audit and test the Goods on-site or anywhere suitable, so as to confirm or refute the rejection. In case of rejection, the Supplier shall (i) at its option, either repair or replace the defective Goods; (ii) bear the expenses of transport, packing and maritime cargo insurance. The Supplier liability shall not exceed the aggregate value of the defective Goods.



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The remedies are conditioned upon proper storage, installation, use, operation and maintenance of the Goods and modification or repair of the Goods or Services only as authorized by the Supplier in writing.

### 18. Recall

If a recall is required by applicable law, or the Supplier reasonably determines that a recall is advisable based on the fact that the Goods might create a potential safety hazard, the Supplier will promptly develop a corrective action plan, which shall include all actions required to recall and/or repair the Goods and any actions required by applicable law. The planned schedule shall be submitted to the Buyer for approval. The Supplier shall bear expenses related to such recall limited to repair or replacement of the non-conforming Goods, packing and shipment. The Supplier shall not be liable for any consequential damages including but not limited to loss of profit occurred by the Buyer.

### 19. Intellectual Property

The Buyer shall not acquire any right or title to trademarks, design, copyright, patents or any other intellectual property rights in the Goods. These rights shall strictly remain with the Supplier. Intellectual property rights will remain property of the Supplier. Other than the right to use the drawing or documents to perform the work under the Order, nothing in the Order shall be construed as conferring to the Buyer any right, title or interest in or any license under, any intellectual property contained in the document. The drawing and all document including but not limited to designs, calculations, analyses, reports, records, plans, business plan, diagrams, specifications, standards, codes, schedules, manuals, parts lists, programs, specifications, models and samples are and will remain the property of the Supplier.

### 20. Confidentiality

The Buyer understands that during work it may gain access to information and/or confidential information that is proprietary to the Supplier or one of its affiliates or to other parties, and the Buyer agrees not to use or propagate any such proprietary information without prior written approval of Supplier. The Buyer agrees to use the confidential information only in connection with the Order, to take reasonable measures to prevent disclosure of the confidential information to any third party.

### 21. Termination

The Buyer may terminate the Agreement for cause if the Supplier: (i) becomes insolvent; or (ii) commits a material breach which does not otherwise have a specified contractual remedy provided that: (a) the Buyer first provide the Supplier with detailed written notice of the breach; and (b) the Supplier shall have failed within sixty (60) days from the notice to commence and diligently pursue cure of the breach.

If the Agreement is terminated as stated above, the Buyer shall pay to the Supplier: (1) the portion of the price allocable to completed Goods; and (2) for Goods and/or Services that have been delivered prior to the termination.

The Supplier is entitled to terminate the Order and related Agreement with immediate effect by given written notice to the Buyer, in the case: (a) the Buyer suspends, or threatens to suspend, payment of its debts or is, or is deemed to be insolvent; (b) winding-up, bankruptcy, administration or dissolution of the Buyer; (c) material breach by the Buyer of the Order including but not limited to failure or delay of payment; (d) change of control (shareholding structure) (e) any Force Majeure prevent the Supplier from performing at its obligation for any continuous period of 90 days. In addition, except in case of force majeure, the Buyer shall pay the Supplier a termination charge equal to twenty (20%) of the Order applicable to uncompleted made-to-order Goods.

### 22. Hardship

The Supplier reserves the right to adjust the prices, for any accepted Order as well, to reflect any increase in the Supplier cost, for any reason beyond their control, e.g. force majeure, shortage of primary material or labor, strikes, official orders, transportation, cost of steel or similar change, provided that the increase happens before delivery.

### 23. Suspension or Cancellations

No Order may be suspended, canceled, modified or deferred without the prior written consent of the Supplier. If such consent is given, the Buyer shall reimburse all expenses and losses, including loss of profits and pay a cancellation/suspension fee being not less than 20% of the value of the canceled Order. Even agreed, a suspension shall not exceed ninety (90) days.

### 24. Severability

In the case of any word, sentence, clause, or other provision hereof might infringe any applicable law, regulation or statute in any jurisdiction in which it is used, such infringement shall not invalidate any other part of the Order, but only the infringed part.

### 25. Waiver

Any waiver on the part of either party hereto of any right or interest shall not imply the waiver of any other right or interest, or any subsequent waiver.

### 26. Force Majeure

Neither party shall be liable for any failure to perform or delay in performance of this Order to the extent that any such failures arise from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile network attacks, inability to obtain raw or finished materials, inability to secure transport, or any cause beyond such party's reasonable control.