



Dextra

DEXTRA GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE

Dextra Group General Terms and Conditions of Purchase - hereby referred to as "Terms" - apply to all Order of Materials. Those Terms shall govern all purchasing transactions of the Buyer; all variations to these Terms agreed at the time of placing the Order should be specified on the Order between the Supplier and the Buyer. In the event of inconsistency between these Terms and the Order, the Order shall prevail.

1. Definitions

"Supplier" means the company who supplies the Materials under the Order.
"Buyer" means any company belonging to Dextra Group of companies who places an Order to the Supplier.
"Delivery Date" means the date of delivery agreed and stated in the Order.
"Document" means any drawing and all documents including designs, calculations, analyses, samples, reports, records, plans, specifications, standards, manuals or any form of storage of information or images forming part of the Order or created or provided to the Supplier by the Buyer.
"Materials" mean any materials, machinery, equipment, article, goods, raw materials, item, maintenance, construction and/or services provided for and in relation to the Order.
"Nominated Inspector" means the inspector appointed by the Buyer for the purpose of conducting quality inspections and testing of the Materials, service and the Supplier.
"Order" means any authorized written, electronic, email or fax order approved by the Parties in the form of a contract or purchase order including Terms and appendices including but not limited to specifications, delivery schedule.
In no case the Supplier's general conditions are applicable even in part except if expressly mentioned and agreed in the Order.

2. Prices

The Supplier certifies that the prices specified in the Order are fair and not higher than prices that the Supplier may have quoted or sold to any third party customer for similar quantity of Materials.
Unless expressly stated otherwise in the Order, Prices stated in the Order are (i) fixed, firm, and not subject to escalation (ii) exclusive of VAT (if any), but including all other costs: including – but not limited to duties, levies, charges, expenses, (iii) inclusive of the costs of packaging, as well as (iv) costs of shipping, and (v) including the cost of the insurance.

3. Payment

Unless otherwise agreed between the Parties, the payment terms shall be current month plus sixty (60) days from the date of delivery at the Buyer premises or any other place stipulated in the Order provided that all inspection, test and conformity with specifications have been successful.
All invoices shall be made in English and state the Buyer's order number, the correct company details and address of the Buyer. Invoices shall not be submitted to the Buyer more than three (3) months after the date of any delivery of any Order.
Incomplete, incorrect or delayed invoices may lead to delayed payments from the Buyer.

4. Revision

Each Party may at any time propose changes, additions, omissions, or alteration of the Order ("Revision") provided that the other Party accepts in writing the Revision. Any agreed revision shall be reflected in a revised Order stating the appropriate adjustment in price, schedule and scope of work.

5. Tax, Duties and Fees

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

6. Acceptance

The Materials shall be deemed accepted after full delivery, inspection at the Buyer's premises or any other site previously agreed between the Parties, completion of full test, conformity with the Buyer specification or any agreed specification, supply of all document and other information, and issuance of the acceptance form (if any). In no circumstances shall tolerance of a defect in any part of the Materials could be considered as acceptance of such Materials or a waiver of recourse to claim compensation or indemnity.

7. Delivery

Unless otherwise agreed between the Parties in the Order, the delivery should be considered on DDP Incoterms 2010 basis at the Buyer's premises or any other place mentioned by the Buyer. The delivery shall be considered completely performed when the Materials have been delivered at the Delivery Point in full and not in part.

Acceleration The Buyer may instruct the Supplier to accelerate the work and delivery under the Order. In such case, the Supplier shall provide to the Buyer a proposal to accelerate stating details of (a) the measures the Supplier considers necessary to overcome or reduce the delivery time (b) the eventual additional cost to carry out those measures.

The Buyer may also propose its own action plan for such acceleration for the Supplier's consideration.

Any cost of acceleration shall have to be agreed upon by the parties and confirmed in writing by the Buyer.

Early Delivery If the Supplier intends to make a delivery earlier than the anticipated Delivery Date, it shall be subject to written prior acceptance by the Buyer. In case of refusal, the Supplier shall be responsible, at its sole cost and risk, to safely store the Materials until the planned Delivery Date. The Buyer shall be entitled to request an early delivery, at no extra charges, subject to the Supplier approval on the date.

Postponed Delivery The Buyer reserves its right to request the Supplier to postpone partially or totally the delivery of the Materials up to a maximum of ninety (90) days from the original Delivery Date. In such event, the Supplier shall arrange proper storage and insurance for the Materials at no cost to the Buyer for the full period.

8. Delay

The Supplier acknowledges the importance of the Delivery Date for the Buyer, the Supplier should use its best efforts to avoid any delay in the delivery of Materials. If the Supplier has reasons to believe that it will not be able to deliver the Materials at the agreed time of delivery, the Supplier shall immediately notify the Buyer thereof in writing. For the avoidance of doubt, it is outlined that such notification shall not relieve the Supplier of its responsibilities and liability to deliver on time.

Should the delivery of the Materials be delayed beyond the agreed Delivery Date(s) as specified in the Order, the Buyer may, without prejudice to any other rights, at its sole discretion either (a) accept a new Delivery Date: in such case, the Supplier shall reimburse the Buyer for all and any costs and expenses that the Buyer may have reasonably incurred as a consequence of such postponing; and/or (b) apply a delay penalty charge at the rate of 0.25% per day of delay of the aggregate value of the Order; and/or (c) terminate the Order in case of delays beyond thirty (30) days from the agreed delivery date as described in clause 22.

The Supplier's payment of liquidated damages in relation to a delay does not exclude the right of the Buyer to claim compensation for any direct or indirect loss or damage in excess of the liquidated damages amount. This obligation on the Supplier to compensate the Buyer's loss shall exist irrespective of whether the Buyer chooses to terminate the Order or not.

In the event of delays of Materials, the Buyer may request the Supplier to deliver the Materials by the fastest means of transport and the Supplier shall comply with such request. Any additional delivery charges in excess of those that would apply for the usual means of delivery shall be borne by the Supplier.

9. Packing, Marking and Labelling

Unless otherwise agreed, the Supplier warrants that the Materials are new, properly and sufficiently prepared, and effectively protected from moisture, rain, rust, corrosion, shock and other damages according to the Materials characteristic. The Materials shall be fit for cargo transportation with seaworthy packing, stowed, labeled and/or marked, and that the preparation, packing, stowage, labeling and marking are appropriate to any operations or transactions affecting the Materials and in particular to withstand the ordinary risks of handling, storage and carriage. A packing list/slip indicating each item (quantity, nature, and weight) shipped shall accompany every shipment and make clear reference to the relevant Order.
The Materials shall be deemed "ready for carriage" for any transport.

10. Audit, Inspection, and Testing

The Supplier shall fully cooperate as well as give free access to the Materials, documentation and its facilities as maybe required by the Buyer in order for him or its Nominated Inspector to audit, inspect and test the Materials, documentation, and/or the

Supplier's facilities. The cost of these processes shall be borne by the Supplier. The Buyer and/or Nominated Inspector shall be entitled to:

(1) **Audit** Upon request, the Supplier shall promptly provide corporate and commercial documents, accurate records and accounts of all transaction.

(2) **Inspect and Test** The Materials supplied in relation to any Order shall conform in all aspects to the specification provided or accepted by the Buyer for this Order. The Buyer shall have the right to inspect any Materials or any rework, at any time, either directly or through its Nominated Inspector, to ensure its conformity with the Order. The absence of such inspection shall in no case mean acceptance or conformity of the Materials.

(2.1) **Inspection prior shipment:** The Buyer and/or the Nominated Inspector shall have, during normal working hours, free access to any premises or facilities of the Supplier, or its sub-suppliers, or subcontractors. Reasonable assistance shall be given by the Supplier to facilitate the inspection of the Materials or any part, or material used in its manufacture, including any documents, or information in relation therewith. Upon successful completion of this inspection, testing, and satisfaction of the Buyer, a form duly signed by the Buyer shall be issued which allows the Supplier to proceed with the Delivery.

Should the Buyer not have sufficient time or resources to inspect the Materials, the Buyer may issue and sign an Urgent Materials Release Form to the Supplier. Such form will allow the Supplier to deliver the Materials to the delivery point.

No shipment shall take place until receiving a form duly signed by the Buyer. Otherwise, the Materials may be automatically rejected at the Buyer's sole discretion and at the Supplier's sole expenses.

(2.2) **Post-Delivery Inspection** The Buyer is entitled to inspect the Materials or any rework within thirty (30) days following the delivery to delivery point. Should the Materials fail to meet the specifications, the Materials shall be considered as nonconforming and rejected in full or part as described in clause 11.

11. Rejection

The Buyer shall have the right to reject full or part of the Materials or any proposed rework that do not comply with the specifications set out in the Order. Upon receiving any notice of non-conformity, the Supplier shall propose to the Buyer an immediate remedial action plan (replacement, repair, etc) and confirm the impact on the Delivery Date. The Buyer shall have the right to accept or refuse such proposal from the Supplier and in case of refusal, may cancel part or totality of the Order; in such case the Buyer shall be entitled to immediate full refund of any and all nonconforming Materials that may have already been paid/advanced by the Buyer as well as all expenses, losses and damages in relation to this rejection.

The Supplier shall bear all costs and expenses of any recall or rejected Materials, including without limitation to the cost and expenses, advanced payment and payment borne by the Buyer, shipment and insurance costs, costs of notifying customers, customer refunds, costs of returning Materials, lost profits and other expenses incurred preventing the Buyer to meet its obligations to concerned third parties.

Any inspection shall not in any way relieve the Supplier of its obligation of warranty and other obligations under the Order.

12. Acceptance of Defective Materials

The Buyer may elect to accept in writing part or full defective Materials. A Revision shall be carried out by the Parties in order to reduce the aggregate value of the Order.

13. Title

Supplier's title in the Materials shall pass to the Buyer upon delivery.

14. Cancellation and Suspension

The Buyer may cancel all or part of the Order in the event of a cancellation of a project pertaining to this Order. In such event, the Buyer shall immediately inform the Supplier in writing and the Supplier shall forthwith stop the execution (production / delivery) of the affected Materials. Said cancellation should immediately take effect on the date of receipt of written notice sent by registered mail or express courier to the Supplier, with acknowledgment of receipt. The Buyer shall, however, pay for the conforming Materials already shipped by the Supplier as well as the conforming Materials already produced by the Supplier, upon provision of supporting evidence by the Supplier. Such evidence shall be accepted by the Buyer at its sole discretion.

The Buyer in its absolute and sole discretion shall be entitled to suspend the Order for any reason, by giving notice thereof to the Supplier. The notice shall specify the date of suspension and the estimated duration of the suspension, which shall not exceed six (6) months. Upon receiving such notice, the Supplier shall cease to perform the supply, or part thereof in accordance with the notice.

15. Indemnification

The Supplier agrees to defend, indemnify and hold harmless the Buyer, successors, assignees, employees, directors, agents, customers and users of the Materials or Services with respect to all claims, liability, damage, loss and expenses, including legal and defense costs, incurred, relating to or caused by, including but not limited to:

- (1) Actual or alleged intellectual property and confidential information infringement, or violation of any other intellectual property right arising out of the purchase, sale or use of the Materials described in the Order;
- (2) Actual or alleged defect in the services or in the design, manufacture or material of the Materials;
- (3) Actual or alleged breach of warranty;
- (4) Failure to deliver the Materials or Services at the agreed time and place;
- (5) Failure of the Materials or Services to comply with applicable laws and regulations;
- (6) Act, omission or negligence of the Supplier, its agents, employees or contractors;
- (7) Any encumbrance over the Materials; and/or
- (8) Any incidental or consequential loss howsoever arising.

16. Assignment and Set-off

The Supplier shall not assign any right or obligation under the Order without prior written consent of the Buyer. The Buyer has the 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.

17. Insurance

The Supplier shall maintain in force throughout the term of the Order and relationship with the Buyer proper insurance policies covering, but not limited to General Public Liability, Contractor's Liability, Product Liability Professional Liability, Workmen's Compensation Policy, with sufficient coverage and amount in line with its obligation under the Order. Furthermore, it is the Supplier's duties and obligations to subscribe a General Cargo Insurances in relation to the delivery of the Materials which shall cover 110% of the cargo value.

18. Supplier's General Obligations

Without limitation of the Supplier's obligations hereunder, the Supplier shall:
- provide all management, supervision, personnel, materials, and equipment, plant, facilities in relation to the performance of the Order;
- supervise, control and inspect all phases of the supply;
- provide training (when applicable) and all documentation regarding the Materials in English language;
- promptly notify the Buyer of any possible Delay and/or request for Revision;
- ensure completion of deliveries within the agreed Delivery Date for the full Materials ordered; and
- communicate with the Buyer in English language.

19. Warranty

The Supplier warrants that all the Materials executed and delivered are new in all respects, unless otherwise specified in the Order, and that they are free from any defects in design, workmanship, structure, manufacture or installation and comply in all respects with the requirements and specification of the Order and with all statutory requirements and standards in force in the



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country where delivered or as per Order provisions.

All Materials shall be merchantable and shall be fit expectation and suitable for operation and for the purpose and use intended by the Buyer. The Supplier agrees that this warranty shall survive acceptance of the Materials. No exclusion or limitation of this warranty shall be binding upon the Buyer. This warranty shall apply for a minimum period of twenty-four (24) months from the delivery date, unless otherwise stated in the Order.

For equipment Materials, the Supplier warrants to keep at its premises a sufficient inventory of replacement parts for a period of ten (10) years after warranty expiration, so as not to hinder the Buyer business and be efficient in case of urgent order made by the Buyer.

20. Notice Of Default

If the Supplier or its agents, employees or contractors breaches any provision of the Order, the Buyer shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this Order upon written notice stating a period of time within which the Supplier shall cure its breach. Promptly to this notice, the Supplier shall inform the Buyer concerning the action plan to prevent and correct such default within five (5) calendar days. The Supplier shall be deemed in default in the event of, including but not limited to, obvious and/or prolonged failure, delay in the implementation of the Order leading to an unreasonable delay, the non-implementation of the Order in whole or in part, refusal to perform, failure to substantially comply with its material obligation and failure to extend and/or modify the bank guarantee or behave without due diligence or without competent manner.

Upon expiration of the period indicated in the notice, the Buyer is allowed to terminate the Order and that shall not release the Supplier from its obligations or responsibilities. Subsequently, the Buyer may request a third party to remedy the default or remedy itself at the Supplier's expenses. All cost borne by the Buyer as a result of the Supplier's default shall be charged to the Supplier, without prejudice to any other recovery available under the Order.

21. Early Termination

Without prejudice to the other provisions, the Buyer shall be entitled to terminate the Order in whole or in part, by a notice of termination mentioning the cause, with immediate effect in the following cases:

- Supplier's continuing or persistent failure to perform the supply;
- if the Supplier transfers, assigns or charges the Order to a third party without the Buyer prior consent;
- if the Supplier suspends the performance of the supply
- if the Supplier makes a Revision without the Buyer's prior written authorization;
- if the Supplier fails to remedy its breach within a reasonable period; or
- if the Supplier fails to comply with any and all of its obligations set out in the Order.

22. Termination

The Buyer and the Supplier may jointly decide to terminate the Order prior to its term with a written notice. Such early termination shall be without prejudice to the Parties, save for their respective material obligations under the Order. A Party shall be regarded as being in default if it shall become insolvent, or make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver or be subject to any proceedings under any bankruptcy or insolvency law or the reorganization or relief of debtors, or is wound up or liquidated, voluntary or otherwise or breach its obligation. Under such circumstances, the other Party may elect to terminate the Order by giving written notice to such Party, which termination shall be effective immediately as described in clause 21.

Notwithstanding the aforementioned, the Order shall be binding and all the terms thereof and obligations of the Parties shall be binding on their successors and assigns.

23. Force Majeure

Neither party shall be liable for any failure to perform or delay in performance of the 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. Should the force majeure sustain for more than thirty (30) calendar days, the Buyer shall be entitled to cancel and/or terminate full or part of the Order.

24. Intellectual Property Rights

The Supplier shall not acquire any right or title to trademarks, design, copyright, patents or any other intellectual property rights upon acceptance of the Order. These rights remain with the Buyer.

Drawings 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, standards, manuals, parts lists, models and samples are and will remain the property of the Buyer. 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 Supplier any right, title or interest in or any license under, any intellectual property contained in the document.

25. Confidentiality

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

26. Documents

The Supplier shall not use or copy the document provided by the Buyer for another purpose than the one related to the Order. Any confidential information shall be returned or destroyed upon the Buyer's request within twenty-four (24) hours after acknowledgment of receipt.

27. Code of Ethics

The Supplier shall comply with the Anti-Child Labour meaning all International Conventions of the United Nations ("Convention of UN") related to Child Labour included, but not limited, the respect of the Convention No.138 on the Minimum Age for Admission to Employment, 1973 and the Convention No.182 on the Worst Forms of Child Labour 1999. The Supplier acknowledges that a breach of this provision is considered a material breach of the Order and the Buyer shall be entitled to terminate the Order with immediate effect.

28. Anti-bribery

Gifts, favors, and entertainment to others, secret success fees or other commission to employees of the Parties or any third party (or their family members or associates), whether or not qualified as a bribe or a payoff, are contrary to the Buyer's ethical policy. In no event, shall the Supplier be authorized to make any payment to any political party or organization, government or any third party or any officer or employee thereof, or to any public official or civil servant on behalf of the Buyer for any purpose. The Supplier acknowledges that a breach of this provision is considered a material breach of the Order and the Buyer shall be entitled to terminate the Order with immediate effect.

29. 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.

30. 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.

31. Governing Law

The Order is governed by and construed in accordance with the laws of the country where the Buyer's entity is situated. All disputes arising out of or in connection with any Order shall first be attempted to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. Any dispute which cannot be settled within a period of thirty (30) days shall be submitted to the exclusive jurisdiction of the competent court of the country where the Buyer's entity is situated.

32. Compliance

The Supplier shall comply with all relevant legislation and standards concerning environmental, safety and hygiene matters in manufacturing, packing, shipping, delivering or otherwise providing the Materials to the Buyer's premises or other site specified on the Order, including the legislation of all countries through which the Materials may transit. The Supplier shall inform the Buyer of any significant event that adversely affects or may adversely affect regulatory compliance. The Supplier shall implement promptly any corrective action that may be necessary or requested by the Buyer including corrective actions in compliance with the Buyer's own environmental, safety and hygiene standards.