GENERAL TERMS AND CONDITIONS OF CPM EUROPE B.V., ZAANDAM

(Version GTCE 11/24)

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TOG-0 **Terms for guarantee** of CPM EUROPE B.V. (referred to herein as "CPM" or "Supplier")

TOG-1 In order for the guarantee to apply, commissioning and start-up by a CPM approved commissioning engineer is obligatory (See terms AI, CI and AS).

TOG-2 Commissioning, start-up and operator training is not included in our prices. Wages, travel and lodging will be invoiced separately. (See terms for sending an engineer)

TOG-3 During the guarantee period recommended lubricants, original CPM dies, rollers, wear- and spare parts have to be used.

TOG-4 The Product(s) CPM supplies are under guarantee for a period of 12 months after commissioning, with a max. of 18 month after delivery.

TOG-5 For general trade item's included in the delivery, such as sensors, switches, geared motors, electric motors, solenoid valves etc. CPM maintains the guarantee set by the original manufacturer of such item's, with a minimum of 6 months after commissioning and a max of 12 months after delivery.

TOG-6 During the guarantee period CPM is obliged to provide replacement parts within a reasonable period.

TOG-7 Replacement parts will be supplied under the same shipping conditions as the original supply.

TOG-8 Repairs or replacing faulty parts can be done by the purchaser after written approval from CPM.

TOG-9 Repairs or disassembly of general trade items, such as sensors, switches, geared motors, electric motors, solenoid valves etc. without approval of CPM or the original supplier will invalidate the warranty on subject item.

TOG-10 Wear parts are excluded from the guarantee except for those cases where the defect is the clear result of faulty design, materials or workmanship.

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AI-0 Conditions for **Acceptance of an Installation** before commissioning.

AI-1 For meeting the warranty conditions given by CPM on machinery and or production results, it is required to inform CPM approximately 3 weeks before final date of Start-up in order for CPM to inspect the whole layout of installation.

AI-2 The inspection mentioned under AI-1 can be carried-out based on a checklist; (See CPM sheet nr. AIC-0); or as mentioned under AI-3.

AI-3 The CPM representative / commissioning engineer will check installation layout on spot.

AI-4 All machines should be installed in accordance with the instructions given by CPM.

AI-5 Special attention should be paid to safety regulations.

AI-6 Installation for addition of steam, water or other liquids should be according to CPM advises.

AI-7 Connections of motors and control system should be based on CPM Electrical scheme.

AI-8 Spare parts package consisting of parts like rollers, die, spare die and a minimum set of spare parts should be available before commissioning takes place, and to maintain equipment warranty.

AI-9 CPM is not responsible for the quality of the erection and installation work.

AI-10 When relevant shortcomings in items mentioned in AI-2 and AI-9 are found, which may influence the commissioning procedure and or process results, AI-11 goes into effect.

AI-11 In case of necessary alteration of the installation as mentioned in AI-10, all alterations must be carried out before final commissioning.

AI-12 When so approved by CPM, and only then, acceptance of an installation visit (AI), can be combined with commissioning of an installation visit (CI).

AI-13 When CPM has approved installation based on point AI-2, AI-3 and AI-9, and/or when relevant shortcomings mentioned in AI-10 and AI-11 have been eliminated, installation is ready for final commissioning.

AI-14 Costs for acceptance visit, as mentioned under AI-3, are charged based on CPM sheet number. TFS.

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CI-0 Conditions for: Commissioning of an Installation.

CI-1 Final commissioning can only take place after conditions for Acceptance of Installation mentioned in CPM sheet AI, have been met.

CI-2 During commissioning, the CPM commissioning engineer will have technical responsibility only for machinery supplied by CPM.

CI-3 CPM does not take any responsibility for machinery outside of the CPM supply.

CI-4 Educated labour assistance must be available to the CPM commissioning engineer.

CI-5 Well-qualified maintenance assistance must be available with the necessary tools, during commissioning time.

CI-6 As far as applicable, raw material, steam, air, water, other liquids, power and so forth must be available in proper quality and capacity at all times.

CI-7 During commissioning it is essential that well trained production personnel are available to the commissioning engineer.

CI-8 After a maximum of 4 hours of "continuous" running of the installation, or after mutual consent of the commissioning engineer and responsible party for the customer, the commissioning period is ended.

CI-9 If so desired by commissioning engineer, commissioning protocol CPM sheet number. CIP must be filled out and signed for approval by both participants; CPM and customer.

CI-10 Commissioning costs are charged based on the conditions given on CPM sheet nr. TFS.

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AS-0 If so desired, after final commissioning, an After Service Visit may be performed by a CPM Commissioning Engineer and/or CPM representative/agent.

AS-1 Whole installation layout can be checked under production circumstances.

AS-2 Machinery and production results can be discussed and analyzed in detail.

AS-3 Additional instructions can be given to production and maintenance staff.

AS-4 Advice on future maintenance spares availability and safety rules can be discussed.

AS-5 The CPM After Service visit will be charged based on CPM sheet nr: TFS.

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AG-0 Conditions for Acceptance of a guarantee claim.

AG-1 The claim needs to be filed within the validity period of the guarantee. Claims filed after this period will not be taken into consideration.

AG-2 Proper evidence of the cause of failure must be handed over to CPM. CPM will determine the nature of the failure upon investigation of the supplied evidence.

AG-3 Any demand for parts will be handled as an order with due terms of payment.

AG-4 After CPM concludes a claim to be valid or partially valid based on AG-2; all applicable payments will be credited.

AG-5 CPM will not take responsibility for any mishaps caused by storms, unforeseen delays at customs or any other causes that are out of CPM's control.

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TFS-0 Terms for sending and engineer from CPM Europe B.V. Zaandam to a field job for supervising of a CPM pellet mill, test running, start-up and commissioning. The following expenses and stipulations are applicable

TFS-1 On site commissioning: per day of 10 hours maximum; EUR 1.500,- For overtime the following amounts are charged:
- 125% of the labour rate of EUR 150,00 per hour for the first 10 hours overtime per week from Monday through Saturday.
- 150% of the labour rate of EUR 150,00 per hour for all hours in excess of the above mentioned 10 hours from

Monday through Saturday and all working hours on Sunday.
Remote commissioning: per day of 10 hours maximum; EUR 1.129,- For overtime the following amounts are charged:
- 125% of the labour rate of EUR 112,90 per hour for the first 10 hours overtime per week from Monday through Saturday.
- 150% of the labour rate of EUR 112,90 per hour for all hours in excess of the above mentioned 10 hours from Monday through Saturday and all working hours on Sunday.

TFS-2 EUR 100,- per day extra for each day our employee is away from home over one week.

TFS-3 A week consists in principle of 50 working hours. Travelling time to and from the Netherlands, local travelling time, as well as waiting hours on site outside CPM's responsibility are considered working hours.

TFS-4 All travel expenses between departure from and return to CPM Zaandam are to be provided by the customer.

TFS-5 All hotel, food and beverages, based on a fine hotel to Western European standards, preferably located in the vicinity of the site, are at the customer's expense.

TFS-6 If, for reasons outside CPM's responsibilities, the CPM engineer is forced to wait five days or longer, or if such a wait proves to be inevitable, the CPM engineer may return home. Costs for travelling home and back to the site are at the customer's expense.

TFS-7 CPM will not be held responsible for the quality of the erection and installation job since these are outside CPM's supply.

TFS-8 For test-running and starting-up sufficient capable personnel with proper tools should be available to assist, according to the judgment of the CPM engineer.

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CO-0 Any changes to the Contract, including but not limited to any changes to the Scope of Supply, will be laid down in a Change Order.
Change Orders shall specify in detail the consequences thereof to the contract price and method of payment, the re-delivery date of the relevant equipment, the effect on the warranty and the time the change becomes effective. Change Orders shall be numbered
subsequently and shall be attached to the Contract.

CO-1 The estimated prices applicable for changes to the Scope of Supply and/or Additional
Services are without engagement and shall be specified in the Change Order.

CO-2 CPM reserves the right to increase the price of the Product by giving notice to Purchaser at any time before delivery, to reflect any increase in the cost of Product to CPM that is due to any factor beyond the control of CPM (including, but not limited to, increases in taxes, duties, and tariffs).

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STS-0 The Purchaser represents and warrants to CPM that the Product purchased hereunder shall be used only in the end destination specified on the Contract. The Purchaser covenants and warrants to CPM that the Products purchased hereunder shall not be diverted, exported, re-exported, shipped or otherwise delivered to any jurisdiction subject to embargo by the United States government (which, as of the date hereof, includes the Crimea region, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic of Ukraine, Cuba, Iran, North Korea, and Syria), to any jurisdiction subject to embargo by the country of organization of CPM, to any parties which are blocked or otherwise subject to sanction by the U.S. government (such parties being listed on the consolidated U.S. screening list located at https://www.export.gov/csl-search and the consolidated UK screening list located at https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/), or to any parties which are blocked or otherwise subject to sanction by the government of the country of organization of CPM.

STS-1 The Purchaser's breach of any of the foregoing representations, warranties and/or covenants shall entitle CPM to immediately terminate this Contract and any remaining obligations of CPM hereunder. For the avoidance of doubt, CPM may not sell Product, spare or replacement parts, or provide services (including but not limited to commissioning, warranty and/or after-sales services) to any jurisdiction embargoed by the U.S. government, the government of the country of organization of CPM, to any parties blocked or otherwise subject to sanction by the U.S. government, or to any party blocked or otherwise subject to sanction by the government of the country of organization of CPM. CPM's refusal to do so shall not be considered a breach of its contractual obligations or commitments hereunder or give the Purchaser any right to make a claim for breach.

STS-2 The Purchaser shall further indemnify, defend, and hold harmless CPM from and against any and all losses, liabilities and damages arising from the Purchaser's failure to comply with its representations, warranties and/or covenants hereunder, including but not limited to CPM's attorneys' fees and expense.

ORGALIME S 2022

GENERAL CONDITIONS
for the
SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

Brussels, October 2022

PREAMBLE

1. These General Conditions shall apply when the parties agree thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

- **"Contract":** the agreement In Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;
- **"Gross Negligence":** a deliberate or reckless failure to take such care as is obviously required in the circumstances to avoid serious consequences for the other party;
- **"In Writing":** communication by document signed by both parties or by letter, electronic mail, fax and by such other means as are agreed by the parties;
- **"the Product":** the object(s) to be supplied Under the Contract, including software and documentation;

PRODUCT INFORMATION/INSTRUCTIONS

3. All information and data contained in general product documentation and price lists, regardless of form, shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

4. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied as one paper copy of each and also electronically. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5. All intellectual property rights in the Product, including in any embedded software, and in any technical information relating to the Product, shall rest with the Supplier or, in the appropriate case, with a third party which has licensed the Supplier to sublicense these rights. Subject to any limitations that may have been agreed between the third party and the Supplier, the Purchaser shall acquire a nonexclusive, perpetual and transferable right to use these intellectual property rights, but limited to the extent required by the purpose of the Contract. The Supplier shall not be obliged to provide the Purchaser with the source code or with updates for any embedded software.

This clause shall also apply when the Product and/or software has been specifically developed for the Purchaser, unless otherwise agreed In Writing.

6. Technical, commercial and financial information and information, which has been declared as confidential or which must by its very nature be deemed to be confidential, disclosed In Writing or orally by one party to the other, shall be treated confidentially. The information shall therefore not without the consent of the disclosing party In Writing be used for any other purpose than that for which it was provided. It may not, without the consent of the disclosing party In Writing, be transmitted, communicated or otherwise disclosed to a third party.

ACCEPTANCE TESTS

7. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

8. The Supplier shall notify the Purchaser In Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

9. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

10. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

DELIVERY. PASSING OF RISK

11. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.

If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place of manufacture of the Product.

If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will nevertheless pass to the Purchaser as soon as the Product is handed over to the first carrier.

Partial delivery shall not be permitted, unless otherwise agreed In Writing.

TIME FOR DELIVERY. DELAY

12. If the parties, instead of specifying the date for delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be met by the Purchaser have been fulfilled, such as official formalities, payments due at the formation of the Contract and securities.

13. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected.

If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

14. If delay in delivery is caused by any of the circumstances mentioned in Clause 46, by an act or omission on the part of the Purchaser, including suspension under Clauses 22 and 49, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

15. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the Contract Price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the Contract Price.

If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the Contract Price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages shall become due at the Purchaser's demand In Writing but not before delivery has been completed or the Contract is terminated under Clause 16.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.

16. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 15 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week.

If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause 15, shall not exceed 15 per cent of that part of the Contract Price which is attributable to the part of the Product in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 15, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this clause.

17. Liquidated damages under Clause 15 and termination of the Contract with limited compensation under Clause 16 shall be the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

18. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier In Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.

If the Purchaser fails to accept delivery at the time for delivery for a reason which is not attributable to the Supplier, he shall nevertheless pay any part of the Contract Price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

19. Unless the Purchaser's failure to accept delivery is due to any of the circumstances mentioned in Clause 46, the Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period.

If, for a reason which is not attributable to the Supplier and not the result of any of the circumstances mentioned in Clause 46, the Purchaser fails to accept delivery within such period, the Supplier may by notice In Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the Contract Price which is attributable to that part of the Product in respect of which the Contract is terminated.

PAYMENT

20. Payment shall be made within thirty days after the date of invoice.

Unless otherwise agreed, the Contract Price shall be invoiced with one third at the formation of the Contract and the remaining part when the Product is delivered.

21. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been irrevocably credited for the amount due.

22. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the interest rate of the European Central Bank for the main refinancing operations (MRO). The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment or in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser In Writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this clause, to claim compensation for the costs and loss he incurs, including indirect and consequential loss.

RETENTION OF TITLE

23. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause 11.

LIABILITY FOR DEFECTS

24. The Product shall be in conformity with the Contract. Pursuant to the provisions of this clause and Clauses 25-44, the Supplier shall remedy any defect in or nonconformity of the Product (hereinafter termed defect) resulting from faulty design, materials or workmanship.

25. The Supplier shall not be liable for defects arising out of a design, materials or production methods provided, stipulated or specified by the Purchaser.

26. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

27. The Supplier shall not be liable for defects caused by circumstances which arise after the risk has passed to the Purchaser, e.g. defects due to faulty or incorrect installation, maintenance or repair, or to any alteration, carried out by the Purchaser or by a third party on behalf of the Purchaser. The Supplier shall neither be liable for normal wear and tear nor for deterioration.

28. The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

29. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired part or in the part in replacement under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product, the period mentioned in Clause 28 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

The Supplier shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in Clause 28 or from the end of any other liability period agreed upon by the parties.

30. The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. The notice shall contain a description of the defect. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 28 or the extended period(s) under Clause 29, where applicable.

If the Purchaser fails to notify the Supplier In Writing of a defect within the time limits set forth in the first paragraph of this clause, he shall lose his right to have the defect remedied and any other rights in respect of the defect.

Where the defect is such that it may cause damage, the Purchaser shall immediately notify the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable

measures to minimise damage and shall in that respect comply with instructions of the Supplier.

31. On receipt of the notice under Clause 30, the Supplier shall at his own cost remedy the defect without undue delay, as stipulated in Clauses 24-44. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Remedial work shall be carried out at the place where the Product is located unless the Supplier deems it more appropriate that the Product is sent to him or a destination specified by him.

If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

32. The Purchaser shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.

33. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.

34. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the defect caused by the Product being located in a place other than the place specified in the Contract for putting the Product into service, or if not specified, the place of delivery.

35. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

36. If the Purchaser has given such notice as mentioned in Clause 30 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he incurs as a result of the notice.

37. If the Supplier does not fulfil his obligations under Clause 31 or 43, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary remedial work at the risk and expense of the Supplier, provided the Purchaser or third party does so in a professional manner.

Where successful remedial work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

38. Where the defect has not been successfully remedied, as stipulated under Clause 37,

a) the Purchaser shall be entitled to a reduction of the Contract Price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the Contract Price, or

b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it, the Purchaser may terminate the Contract by notice In Writing to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for any loss, including any consequential and indirect loss, up to a maximum of 15 per cent of that part of the Contract Price which is attributable to the part of the Product in respect of which the Contract is terminated.

39. Save as stipulated in Clauses 24-38, the Supplier shall not be liable for defects. In consequence, the Supplier shall not be liable for any other loss the defect may cause, including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

40. Unless otherwise agreed, the Supplier shall, in accordance with this clause and Clauses 41 - 44 be liable towards the Purchaser for the Product infringing patents, copyrights or any other intellectual property rights of a third party in the Purchaser's country. The Supplier shall in such case indemnify the Purchaser and hold the Purchaser harmless against claims of third parties, provided that such claims are confirmed as valid by a final award or a settlement approved by the Supplier. The Supplier shall however not be liable for the Purchaser's loss of production, loss of profit, loss of use and loss of contracts, unless the Supplier has been guilty of Gross Negligence.

41. The Supplier shall have no liability for infringement of intellectual property rights arising out of:

- the Product being used elsewhere than in the

  Purchaser's country;
- the Product being used otherwise than agreed or in a way the Supplier could not have foreseen;
- the Product being used together with equipment or software not supplied by the Supplier, or
- a design or construction stipulated or specified by the Purchaser.

42. The Supplier shall only be liable if the Purchaser notifies the Supplier In Writing without delay of any claim as referred to in Clause 40 which he receives and allows the Supplier to decide how the claim shall be dealt with.

Defence against claims referred to in Clause 40 shall be for the Supplier's account. The Supplier shall compensate the Purchaser for any amounts the latter is obliged to pay under a final award or a settlement approved by the Supplier.

43. Infringement of intellectual property rights shall, at the Supplier's discretion, be remedied by:

- providing the right for the Purchaser to use the

  Product,
- adjusting the Product so that the infringement ceases, or
- by replacing the Product with another product, which can be used without infringing applicable intellectual property rights.

44. If the Supplier fails to remedy the infringement in accordance with Clause 43 without undue delay, Clauses 37, 38 and 39 shall apply.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

45. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 51.

The limitation of the Supplier's liability in the first paragraph of this clause shall not apply where the Supplier has been guilty of Gross Negligence.

FORCE MAJEUR

46. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, meaning any of the following circumstances: industrial disputes and any circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and import or export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

A circumstance referred to in this clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the **Contract**

could not be foreseen at the time of the

formation of the Contract.

47. The party claiming to be affected by force majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

If force majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for costs which the Supplier incurs in storing, securing and protecting the Product and avoiding unreasonable interference with his other activities.

48. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 46 for more than six months.

49. Each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing.

CONSEQUENTIAL LOSSES

50. Save as otherwise stated in these General Conditions or in case of Gross Negligence there shall be no liability for either party towards the other party for loss of production,

loss of profit, loss of use, loss of contracts and for any other consequential or indirect loss whatsoever, whether the loss was foreseeable or not.

51. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

52. The Contract shall be governed by the substantive law of the Supplier's country.