

GENERAL TERMS AND CONDITIONS OF PURCHASE Effective 2020

1. VALIDITY OF THE CUSTOMER'S TERMS

These terms and conditions of purchase govern the sale and supply of all goods/services supplied to CS COMBUSTION SOLUTIONS GMBH (hereinafter referred to as the "Customer") to the exclusion of any other terms and conditions. Acknowledgement or fulfillment of an order will constitute the Supplier's acceptance of these conditions. The "Supplier" shall mean the person, firm or company to which the purchase order of CS COMBUSTION SOLUTIONS is addressed. Contradictory or additional conditions introduced by the Supplier shall not be recognised except where the Customer has expressly stated its agreement with them or with parts thereof in writing.

2. ORDER PLACEMENT, ORDER ACKNOWLEDGMENT, ORDER DOCUMENTATION/PRECEDENCE

2.1. Conclusion of the contract

The contract shall be deemed to have been concluded with the sending of a Purchase order (PO) as soon as either (1) the Supplier has provided a quotation and an order has then been placed by the Customer, or (2) the Customer and the Supplier have made a Minutes of Contract Negotiations and an order has then been placed by the Customer, or (3) an order has been placed by the Customer and the Supplier has submitted an order confirmation form without restrictions issued on original paper of Customer (4) or started work.

Until a contract is concluded, the term "Supplier" shall be understood as referring to a bidding company. Orders shall be deemed to be legally valid only when they are submitted on the Customer's order paper and are properly signed. Verbal or telephone orders shall be deemed valid only when they are subsequently confirmed in writing by the Customer.

Agreements, terms and conditions shall be effective only where they are accepted in writing by the Customer. Change orders as a result of additional work completed shall be accepted only if the Customer's written instructions for that work can be presented. Correspondence regarding orders placed by the Customer must always be directed to the company address and in no circumstance to individuals.

2.2. Order acknowledgment

Every order must be acknowledged using the attached order acknowledgement form as soon as possible and within 14 calendar days at the latest. Otherwise the order shall be deemed to have been accepted in line with the terms of the Customer's PO and in accordance with the Customer's terms and conditions of purchase. Order acknowledgements submitted on the Supplier's company paper shall be disregarded. The Customer nevertheless reserves the right to withdraw the order in such circumstances.

2.3. Order documentation

Any drawings or designs accompanying the Customer's requests or orders as well as any sample pieces, models, printing plates and other aids provided by the Customer shall remain the property of the Customer. No payment shall be made for the production of quotations even where these include plans or similar items.

Any technical or commercial documentation supplied together with the order (paperwork, attachments, warranty terms and conditions etc.) shall constitute an integral part of the order. In the event of any conflict or inconsistency between the provisions set down in the order documentation as to the nature and scope of the parties' obligations to one another, the following order of precedence shall apply: (1) text of the order; (2) Minutes of Contract Negotiations, if any; (3) the Customer's general project documentation and its specific technical and/or commercial documentation; (4) these general terms and conditions of purchase; (5) the Supplier's quotation.

3. PRICES/INVOICING/PAYMENT/BANK GUARANTEES

3.1. Prices

The prices set down in the order – inclusive of any discounts and supplements – shall be fixed prices, exclusive of statutory VAT and inclusive of delivery to the point of use, packaging and shipping costs, insurance and also taxes, customs duties and levies associated with the goods and services supplied by the Supplier in the countries in which these are supplied. The manner in which prices are set shall have no effect on the agreement in respect of the place of performance.

3.2. Invoicing

The order number, the supplier number for the Customer etc. must be clearly shown on the invoice. Invoice that do not indicate the above will not be accepted. Invoices must be submitted in one original together with a copy of either the despatch advice or the delivery note counter-signed by the party accepting the goods or services at the Customer's premises. Invoices for services must also be accompanied by confirmations of performance. Invoices must be addressed to CS COMBUSTION SOLUTIONS GMBH, Lemböckgasse 49/Objekt 2/D/1. OG, 1230 Vienna, Austria. Original invoices may not be sent together with goods being delivered. Suppliers within the EU must also specify on all invoices the movement of goods in addition to the statutorily required details of tax-exempt status. Partial invoices shall only be recognised when they have been specifically agreed. Invoices for partial supply of goods or partial performance of services must be marked "Invoice for partial supply of goods" or "Invoice for partial performance of services", while final invoices must be marked "Final invoice for goods" or "Final invoice for services". Suppliers based within Austria must indicate the VAT percentage rate on the invoice and clearly show the amount of VAT payable for each line item.

3.3. Payment

Invoices shall be paid after all goods or services have been delivered and the associated invoice has been submitted provided that all paperwork required for verification of the invoice has been supplied (confirmed delivery receipts, quantity lists etc. together with the stipulated documentation and/or the acceptance note signed by the Customer etc.). If items are delivered early, the payment terms shall be counted only from the delivery date set down in the order. Unless otherwise agreed, the Customer shall pay the Supplier the invoice amount minus 2% within 45 days of receipt of the invoice or the full invoice amount within 90 days of receipt of the invoice, provided in both cases that the goods have been supplied or the services performed correctly and in full. Payment does not signify that the Customer acknowledges correct provision of goods or services and that it thereby waives the right to due performance, warranty claims, compensation, contractual penalties etc. Cash on delivery shipments shall not be accepted (except where specifically agreed in writing).

The Customer shall be entitled to withhold payment at any time in the event that the Supplier has not fulfilled his contractual obligations (e.g. in terms of quality, deadlines, function etc.) or in the event that the Supplier has not resolved outstanding defects or problems. The withholding of payments shall not entitle the Supplier to interrupt or discontinue fulfilment of its contractual obligations. The right to claim a discount for early payment is not affected by these provisions. If the Customer disputes its obligation to pay in full or in part in the event that a query is raised or the goods supplied are damaged or destroyed before they have been accepted, the payment

terms shall be counted only from the date on which the queries or defects are resolved or removed.

The Customer shall not authorise payment of any outstanding amounts before all of the agreed documentation has been received. The Customer shall be entitled to offset outstanding amounts against payments even if these relate to different orders.

The Customer shall be entitled to withhold payment of 10% of the order value/invoice value for the duration of the warranty period. In the event that partial invoices or partial payments are agreed, 10% of the value of each partial invoice may be withheld by the Customer as a performance escrow until the final invoice has been accepted.

3.4. Bank guarantees

If bank guarantees are required under the terms of an order as security for goods supplied/services performed, they must be made out in a form corresponding to the template provided by CS Combustion Solutions. The Supplier expressly agrees that the debts associated with such bank guarantees may be assigned, pledged, or have their transferability restricted to a bank nominated by the Customer.

4. SCHEDULES FOR THE SUPPLY OF GOODS/PROVISION OF SERVICES

1) The schedules set down in the order for supply of goods or performance of services shall be binding. The stated time of delivery shall mean the day on which the delivery of all of the ordered goods is to be completed, including certificates of acceptance, test certificates, paperwork and other technical documentation. In the event of early delivery without the Customer's consent, the Customer reserves the right to pass on the associated costs (of storage etc.) to the Supplier. The Supplier must notify the Customer in writing at the earliest opportunity if circumstances arise or if it becomes aware of circumstances that may result in a failure to comply with the agreed schedule. This provision shall in no way limit or affect the Supplier's obligation to adhere to the agreed schedules.

2) In the event that the Supplier fails to meet the agreed schedules for delivery of goods or provision of services, the Customer shall be entitled without granting an extension to withdraw from the contract, to insist on fulfilment of the order or to make replacement or covering purchases, at its own option. The additional costs accruing to the Customer as a result of a failure to adhere to the schedules agreed for the supply of goods or performance of services shall be borne by the Supplier.

3) The Supplier may appeal on the grounds that necessary documentation has not been provided by the Customer only if it has not received this documentation within an appropriate period after requesting this in writing.

5. PLACE OF PERFORMANCE / TRANSFER OF RISKS

The place of performance for delivery and contract performance is the destination specified in the order by the Customer. The place of performance for payment and documentation shall be the place where the Customer's company is domiciled. Risk shall transfer to the Customer only when the goods arrive at the specified destination even if INCOTERMS provide otherwise.

6. SHIPPING

1) Deliveries must be made carriage paid to the destination specified in the order, with shipments covered by goods in transit insurance and with the costs of packaging covered by the Supplier. Transportation risk shall be borne by the Supplier.

2) The shipping requirements specified by the Customer must be adhered to precisely. Any damage or costs resulting from non-adherence to the shipping requirements or to any terms or conditions agreed in relation to shipping (e.g. excess freight charges, demurrage, customs duties, damage caused to means of transport) shall be borne exclusively by the Supplier. If no shipping requirements or terms or conditions in relation to shipping are provided, the Supplier must select the shipping and supply methods that result in the lowest costs for the Customer.

3) The Supplier shall ensure that goods are packaged adequately in respect of the type of goods and shipping method involved, such that the goods arrive at the specified destination in the appropriate condition. In the event that costs arise as a result of inappropriate or insufficient packaging, these will be borne by the Supplier.

4) The Supplier must provide full labelling for deliveries, ensuring that the delivery address, where appropriate the name of the recipient, the order number, the line item number etc. are shown and that the shipping requirements are fulfilled precisely. All deliveries must be accompanied by one of the Supplier's complete original delivery notes with the order number, order line item number, CRN number and material number shown in plain text. All goods ordered shall be delivered at the Supplier's expense and risk. When goods are ready for despatch, the Customer's project management team must be given written details of the exact time of their arrival at the specified destination together with full shipping information (number of packages, weight, dimensions) in good time, i.e. no later than 3 working days in advance. In the event of non-compliance with these contractual provisions, the Customer shall be entitled to refuse to accept the deliveries and to return the goods concerned at the Supplier's expense and risk. Deliveries shall be considered not to have been effected until the correct delivery paperwork and/or correctly labelled goods have been received. Any resulting costs shall be borne by the Supplier. Costs arising from the delivery of goods to the incorrect address shall be borne by the Supplier in instances where the Supplier has taken responsibility for shipping.

5) The Supplier shall be entitled to make partial deliveries or perform services in instalments only with the written consent of the Customer.

6) In the event that goods are shipped from outside the customs zone, the paperwork required for customs clearance must be sent to the freight agent specified by the Customer in good time before goods are despatched, or must be included with the consignment papers. Any costs arising for the Customer as a result of delays in goods clearing customs and caused by a failure to provide the required customs clearance paperwork shall be borne by the Supplier.

7) The Customer shall be entitled to postpone delivery of the goods, with the Supplier required to bear any costs associated with storing the goods for a period of up to 3 months.

8) If the Supplier is responsible for the loss of any shipment (e.g. through incorrect shipping arrangements, marking etc.) then the Supplier shall at its own expense be required to arrange replacement delivery to the place of performance.

7. WARRANTIES AND GUARANTEES/DEFECTS

1) In modification and/or extension of the Supplier's warranty obligations under the Austrian Civil Code (the "Allgemeines Bürgerliches Gesetzbuch") and the Austrian Commercial Code (the "Handelsgesetzbuch"), the following terms and conditions shall apply. Unless other terms are stated on the order, the Supplier shall guarantee the goods or services provided for a period of two years or 16,000 hours of operation. This period shall be counted (1) from the defect-free (provisional) acceptance or (2) if no acceptance has taken place, from the point of successful commissioning. The provisional acceptance of the goods supplied and services performed shall be deemed to take place when these are provisionally accepted by the ultimate recipient (hereinafter referred to as the "UR"). Final acceptance occurs after the aforementioned period has elapsed.

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The PO will specify whether a formal acceptance of the goods or services is to take place. In order to enable provisional acceptance to take place, the Supplier must arrange for and carry out whatever measures are necessary to permit problem-free fulfillment of the order.

The Supplier may not be held liable for any wear and tear that is unavoidable given state-of-the-art technology or for damage resulting from inappropriate handling caused through no fault of its own. Evidence of this must be provided by the Supplier.

2) The Supplier undertakes to supply the goods and perform the services described in the order on condition that it expressly warrants that goods and services are free from defects.

3) The Supplier provides warranties in respect of the order-compliant execution of the order, the components used, their correct and appropriate measurement and construction, the correct technical execution and assembly of the equipment and compliance with the warranted characteristics, whether these are provided by the Supplier or by its suppliers. The Supplier also warrants in particular that the function, the technical characteristics, performance levels, features etc. are in accordance with the order and with all valid documentation and also conform with the brochures, catalogues etc. that the equipment matches the technical order specifications and corresponds with the latest state of the art in technology at the time that the order was placed, has been manufactured in line with the legally valid requirements, and that new material of first-rate and appropriate quality has been used for the stated purpose. It will be the responsibility of the Supplier to prove that this provision is correctly fulfilled.

4) The Supplier shall be liable for defects in the goods/services supplied, including the lack of any warranted characteristics, such that the Supplier shall undertake at its own cost to repair, to replace or to reconstruct all items that prove to be unusable or whose use proves to be impaired within the warranty period as a result of non-compliance with technical requirements, use of inappropriate materials, incorrect execution, incorrect or inappropriate measurement, construction, assembly or other non-compliance with the terms set down in the order. The Supplier shall restore the items as ordered to the place of installation carriage paid while bearing the costs of any additional work or ancillary costs required. The associated costs of disassembly, assembly, shipping, packaging, and ancillary costs such as any customs duties and taxes that may be payable etc. shall be borne by the Supplier. As a basic principle, all goods and services required for the eradication of any defects must be provided by the Supplier, particularly services in the fields of construction and electronics, process measurement and control. The Supplier shall also replace any non-built-in spare parts that have been proven to be ineffective.

5) The number of parts or items that the Supplier may be obliged to replace shall not be limited and shall include, if necessary, the entire order.

6) If, on expiration of the reasonable periods granted, the guarantee or warranty terms have not been fulfilled, the Customer shall be entitled to rescind or withdraw from the contract. If it is impossible to eradicate the defects or the Customer views this as impossible, the Customer shall have the right to rescind the contract or demand a reduction in payment.

7) The Customer shall notify the Supplier in writing of any defect that may occur and shall grant the Supplier a reasonable period in which to resolve the defect (notification of defects). When goods are supplied, the Customer shall have four weeks from receipt to examine the goods and to notify the Supplier of any obvious defect. The Customer shall have a period of four weeks from detection of the defect to notify the Supplier of any hidden defects that become known only during assembly or operation.

8) If the Supplier fails to resolve the identified defects within the stated period following a request to do so, the Customer shall be entitled at the Supplier's risk to resolve these defects itself or have these defects resolved. The resulting costs, for which evidence must be supplied, shall be borne by the Supplier. The Supplier's warranty/guarantee obligations shall be unaffected in such circumstances. The Customer shall inform the Supplier before taking any action, but in the event of imminent danger may take immediate action where this would prevent damage or loss. In such cases the Customer shall inform the Supplier without delay. The Supplier's warranty/guarantee obligations shall not be affected by such circumstances.

9) If the goods or service being supplied is being delivered again or improved or replaced in full or in part, the warranty period will begin again for the item that has been newly delivered or improved or replaced in full or in part.

10) All restrictions on the obligations, liabilities or claims for replacement on the part of the Supplier or its suppliers from which the Customer may benefit under the provisions of any applicable act regarding Product Liability shall not be recognised and shall be deemed invalid. The Supplier warrants that the product is free from defects in terms of its design, manufacturing and instructions under the terms of the Austrian Product Liability Act. The Supplier guarantees in particular that no defects in the product can be identified in respect of state-of-the-art science and technology at the time of the product's release on the market.

8. INSURANCE, LIABILITY, AUSTRIAN PRODUCT LIABILITY ACT

The Supplier shall be liable in accordance with the requirements of the law for all damage or injury caused to the Customer or to third parties by it, its staff, its vicarious agents or the goods or services that it supplies. It shall maintain liability insurance providing sufficient levels of cover for damage or injury caused to persons or property. The Customer shall be entitled to view the insurance policy on request. The Supplier shall be responsible for dealing with third parties to whom it has caused damage or injury. In the event that a claim is brought against the Customer on the basis of the Austrian Product Liability Law, the Supplier undertakes to indemnify and hold the Customer harmless from any claims or damages. The Supplier undertakes to name the manufacturer and/or its own suppliers whenever requested to do so by the Customer.

9. CONTRACTUAL PENALTIES

In the event of a failure to supply goods or services in accordance with the agreed delivery schedules, the Customer shall be entitled to impose penalty fees worth 1.5% of the total order value for each commenced week of delay, up to a maximum of 10% of the said value. In the event of a failure to supply documentation in accordance with the agreed delivery schedules, the Customer will be entitled to impose penalty fees worth 1.5% of the total order value for each commenced week of delay, up to a maximum of 10% of the said value. Any variation from these provisions must be set down in the PO. Contractual penalties may also be set off against payment or billed to the Supplier by the Customer in the event of termination of the contract without evidence being provided of the loss or damage suffered.

10. TERMINATION

10.1. Breach of contract

In the event of serious breach of contract for which the Supplier is liable, the Customer may withdraw from all of the provisions of the contract in full or in part after giving reasonable notice (14 days as standard).

The Customer may withdraw from the contract without giving notice provided that (1) the Supplier has already benefited from an effective reasonable notice period where the Customer has given the Supplier a warning notice even if notice or a threat of termination has not been expressly given; or (2) the Customer has reason to assume even before the end of the current contract term that the Supplier is not willing or not in a position to fulfil basic contractual obligations in accordance with the agreed schedules.

Serious breaches of contract include but are not limited to delays of intermediate or final deadlines and defects that jeopardise the Customer's ability to fulfil its contractual obligations towards other parties with whom it has a contractual relationship even in instances where provision has been made for the imposition of a contractual penalty.

In such instances the Customer is entitled at the Supplier's expense to provide or arrange for a third party to provide the goods and services that the Supplier failed to provide or provided inadequately (replacement procedure). The resulting costs may be either invoiced directly by the Customer, whereupon both parties shall agree payment terms of 45 days following submission of invoice, or may be set off against the next payments due from the Customer to the Supplier. The Customer shall be entitled to set off such costs against payment of other orders. The Supplier shall pay back any monies already paid by the Customer for goods or services not yet supplied plus the interest due to the Customer (at the discounted rate of the Österreichische Nationalbank on the day of termination plus 4%) and/or financing costs.

If in order to execute a replacement procedure the Customer requires access to equipment or materials located at the Supplier's premises or at the premises of its suppliers, the Supplier shall be obliged to release them. If in order to carry out a replacement procedure the Customer requires access to patents, to documentation (such as workshop drawings, calculations) or other information, the Supplier shall be required to provide the Customer with the rights, documentation, and information required for this purpose.

10.2. Supplier's creditworthiness

The Supplier shall immediately and fully inform the Customer of any compensation or bankruptcy proceedings being brought against the Supplier or against any party supplying the Supplier and of any change to the ownership structures of the Supplier. In such an event, the Customer shall be given immediate access to any goods or services held at the Supplier's premises and/or at the premises of those supplying the Supplier and/or may immediately terminate the contract in full or part.

10.3. Cancellation

The Customer is entitled to terminate the contract in full or in part even when the Supplier has not defaulted on its obligations. In this case the Customer shall pay the Supplier the contractual price for the goods and services already supplied on a pro rata basis and shall also refund any direct costs incurred on orders currently being processed or on the cancellation of subcontracts, where evidence is provided of these costs. After the Customer has stated its intention to terminate the contract, the Supplier shall use its best efforts to keep the costs to be refunded by the Customer as low as possible.

In the event that the Customer terminates this contract for reasons of premature termination of a contract made with its own customer(s), the Supplier shall be paid a proportional share of the payments made by the UR under the terms of that customer contract in consideration for the goods and services provided by the Supplier thus far.

10.4. Right of use

In the event of termination of the contract, the Customer shall be entitled to make use of the goods or services ordered at no expense to the Customer and/or the UR until a replacement solution is adopted.

10.5. Suspension of work

The Customer shall be entitled to demand at any time that the Supplier suspends work on fulfilment of the order. In such instances, the Supplier must provide the Customer with a detailed description of the resulting consequences and offer the Customer an alternative delivery schedule that best fits the requirements of the project in financial terms. The Supplier may make no demands for periods of suspension of work lasting 3 months or less.

11. SUBCONTRACTORS

The Supplier shall not appoint subcontractors without the prior written agreement of the Customer. The Customer shall be entitled without giving reasons to refuse to permit the Supplier to subcontract work. The Supplier is required to impose on its subcontractors all of its obligations in respect of the Customer arising from the work to which it has committed and to ensure that the subcontractors fulfil these obligations.

Before contracting out work to subcontractors the Supplier must submit an audit report to enable the subcontractor to be approved by the Customer. Authorisation by the Customer of the assignment of work to a subcontractor shall in no way limit the obligations incumbent upon the Supplier. The Supplier shall remain fully liable towards the Customer for performance of the entire order even in the event that work is assigned to subcontractors.

12. IMPLEMENTATION, HEALTH AND SAFETY, QUALITY/ACCOMPANYING CHECKS, ASSEMBLY

12.1. Implementation, health and safety

The goods and services supplied must fulfil the agreed specifications and must take into account the recognised technological guidelines, laws, bye-laws and standards in force at the place of performance, and the operational guidelines and regulations of the Customer. In particular, the Supplier shall respect the generally recognised guidelines concerning health and safety, accident prevention and workplace medicine and also the provisions governing product liability. Machinery and technical work equipment must be supplied with operating instructions and an EC certificate of conformity in accordance with the Machinery Directive. Where possible, work equipment with a CE mark is to be supplied. If no test certificate has been issued, the Supplier must provide evidence of a product's compliance with the aforementioned requirements at the Customer's request. Variations from the specifications and changes in design shall be accepted only with the Customer's written agreement.

The Supplier warrants that the plant/equipment/machinery etc. to be supplied shall be supplied in its entirety and – unless these are expressly excluded – shall contain all parts and installations required for correct assembly and satisfactory operation irrespective of whether these parts are described individually in the specification of the goods or services or not.

All information provided by the Customer must be checked for completeness and correctness by the Supplier. The Supplier shall confirm that it has access to all of the information it needs for compliance with warranty terms and will make no requests for additional outline conditions. The costs associated with any information requested after the order has been placed and with the resulting consequences shall be borne by the Supplier.

12.2. Quality assurance (QA)

The Supplier undertakes to ensure that it and its subcontractors will comply with the fundamental rules of QA in line with the relevant EN ISO 9000 and/or 9001 standards. The Customer and the UR shall be entitled at any time to audit the Supplier's and its Subcontractors' QA system, QA guidelines and QA plan and also the manufacturing sites used by them.

The Supplier shall prepare a detailed test and inspection plan according to the guidelines of the Customer for the goods or services to be supplied and for their component parts and shall make these available for the approval and record-keeping of the supervisory bodies specified by the Customer. The Supplier undertakes to present this test and inspection plan before starting work and to fulfil the order in accordance with this plan. Irrespective of any other agreed

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documentation schedules that may exist, all technical and QA documents required for testing shall be provided to the Customer in good time for the testing procedure involved. In respect of the individual times of each testing procedure the Customer must be sent a written invitation to take part in the test procedure at least two weeks before the date of the procedure involved. The Customer reserves the right to take part in the test procedures. If as a result of a fault on the part of the Supplier an acceptance procedure or business trip needs to be repeated, the Supplier shall bear the associated costs incurred by the Customer.

12.3. Tests and inspections

The Supplier shall permit the Customer, its UR and its agents to test or inspect the activities associated with the fulfillment of the order at any time. For this purpose the Supplier shall grant the Customer and the UR or their agents access to the relevant workplaces and documentation at the Supplier's and its subcontractors' premises and shall keep the Customer informed at all times about actual progress in meeting the schedules and about foreseeable delays.

The Supplier shall of its own accord carry out a complete test before technical testing by the Customer and/or the UR or their agents takes place, provide detailed test results (test report, measurement reports etc.) for final testing and shall also take part in these tests at the Customer's request. To facilitate the carrying out of correct and effective tests, the Supplier shall provide assistance, materials, interpreters, power supplies, suitable test equipment, test materials and specialist staff and support staff at its own expense.

For test purposes, the Supplier shall present the equipment/subassemblies etc. such that these are easily accessible from all sides, safe from accident and/or, unless otherwise specified, unpainted and pre-assembled. The fact that testing has or has not been carried out by the Customer shall in no way limit the Supplier's obligations and in particular will not constitute a waiver of the Customer's rights, including but not limited to contractual penalties, damages, warranty or guarantee-based claims etc. even if no reservation has been made in this regard.

12.4. Assembly and erection work

The Supplier undertakes to ensure the appropriate, professional and timely provision of the goods and services specified in the order. When the components to be assembled are provided by the Customer, the Customer shall also supply the documentation required for their assembly. The staff used by the Supplier must be qualified, trained and experienced to the extent required for compliance with the order. Evidence of their qualifications, training and experience must be provided. Any staff members judged to be inappropriate by the Customer or the UR must be replaced by staff with the qualifications specified in the order at the earliest opportunity. Failing this, the Customer shall be entitled to recruit and deploy suitable staff at the Supplier's expense. Such action shall not release the Supplier from its contractual obligations, particularly its guarantee and warranty obligations. The costs for such replacement of staff shall be borne by the Supplier.

All assembly and erection work must be carried out by workers who have the appropriate work and residence permits. Before work starts, the Supplier shall provide the Customer with the corresponding work and residence permits in instances where the Supplier or its subcontractors use workers who (1) are non-EU citizens (for sites located within the EU) or (2) are not citizens of the state in which the site is located (for sites outside the EU). Moreover, the Supplier shall provide the Customer with evidence before work starts that it is in possession of all legally required authorisations and approvals for the country in which work is to be carried out, particularly business licences, permits, social insurance certificates etc.

In the event of non-compliance with these provisions the Customer reserves all rights to seek any remedies whatsoever, including but not limited to immediate termination of the contract, the seeking of contractual penalties or damages, the withholding of payments and the withdrawal of bank guarantees.

13. DOCUMENTATION

1) Under the terms of this provision, documentation means documents related to construction, manufacture, quality control, potential hazards, health and safety guidelines, shipping, transportation, export, transit, import, customs clearance, taxes, identification of parts, logistics, storage and warehousing, assembly, commissioning, training, accounts, invoicing, management, repair, maintenance, spare parts etc. and is designed to ensure that the Supplier is able to fulfil its obligations towards the Customer and the UR and the parties affected by the business in hand in a timely and economic way. The Customer shall acquire the unlimited right to use the documentation and shall be entitled to take action including but not limited to sharing the documentation received from the Supplier or its subcontractors with other parties with whom the Customer has a contractual relationship and with the UR in modified or unamended form.

2) The documentation must be provided in the quantities and in the language specified in the order. Unless other details have been specified, the documentation must conform with the specific business case in terms of quantity, quality and time. Unless otherwise agreed, goods must be "delivered duty paid" (DDP) as described in INCOTERMS 2020 to the Customer's premises.

3) Documents specified in the order must be supplied to the Customer for approval or for passing on to the UR. Any comments passed back to the Supplier must be included in the revised documents. Approval of such documents will in no way release the Supplier from its obligations under the contract.

4) In respect of each component used, technical documentation must be supplied in order to enable problem-free maintenance, defect resolution, follow-on orders and so on. The planning and design drawings and the operation and maintenance manuals (as well as other documents) must be produced in a consistent and easily understood form, and details provided of component names, make, type, manufacturer and country of origin. The cover sheet/contents page must indicate a clear and formalised way (document numbers) of locating intermediate pages, drawings and documents. Plans must be folded in line with normal standards and their edges reinforced with appropriate adhesive material. If catalogues or catalogue excerpts are used, the exact model must be highlighted as appropriate.

5) To the extent necessary for the business case involved, the test documentation to be provided by the Supplier shall consist of quality control reports, test reports etc. and also project schedules and progress reports.

6) In terms of assembly documentation, documents for the purposes of correct and economic assembly must be provided in accordance with the project schedule and the actual items delivered. Any specialist tools to be used should also be documented.

7) The Supplier must fulfil all requirements in respect of special marking, certification and authorisations, such as CE markings, in force at the location where the plant is to be assembled and to which the Supplier's goods are being sent. Non-compliant goods and/or goods without the appropriate markings shall not be accepted by the Customer.

14. DELIVERY ABROAD

The Supplier will be aware that the Delivery abroad of documentation and of goods of many different types will often require a permit owing to statutory regulations, for example. The Supplier shall ensure that at the time of the order the complete delivery of the items ordered is assured and will not be jeopardised by any regulatory or other restrictions. In cases where it delivers its own or the Customer's documentation or goods abroad, the Supplier shall be responsible for checking whether the delivery will be permitted and – as far as possible – for ensuring that all permits required are obtained in good time and that all applicable legal regulations are adhered to. The Supplier shall inform the Customer about possible new bans or restrictions on exports in good time after concluding the contract and shall suggest alternative options to the Customer at no cost and at the earliest opportunity. If these provisions are breached the Customer reserves the right to claim replacement for any losses.

15. LAW, PLACE OF JURISDICTION, LANGUAGE OF THE CONTRACT

The place of performance for payment and place of jurisdiction shall be the place where the Customer's company is domiciled. Any disputes arising in connection with the order or with any breach, cancellation or nullity thereof shall, in accordance with the Rules of Arbitration and the Conciliation Rules of the International Arbitral Centre of the Austrian Federal Economic Chamber, be subject to the ultimate jurisdiction of one or more arbitrators nominated in accordance with these rules. Austrian substantive law shall apply without, however, giving effect to the 1980 UN Convention on the International Sale of Goods. The seat of the competent court arbitration is in Vienna. All proceedings will be conducted in the German language. The Customer reserves the right to institute claims against the Supplier in the ordinary courts, also, as provided for by Austrian substantive law, without, however, giving effect to the 1980 UN Convention on the International Sale of Goods.

The usual terms of trade must be set out in accordance with the applicable Incoterms – ICC/Paris. The language of the contract shall be English.

16. SEVERABILITY

If any provision of these terms and conditions is or becomes invalid, ineffective, illegal or unenforceable, the validity of the remainder shall not be affected. If any provision is or becomes invalid, ineffective, illegal or unenforceable, the Customer and Supplier shall be obliged to replace it immediately with a provision that corresponds as closely as possible with the economic intention of the original provision.

17. GENERAL

17.1. Reservation of title

In view of the fact that the goods ordered by the Customer are in general incorporated into the Customer's products by means of machining or processing and any potential reservation of title thereby expires, all goods supplied to the Customer must be provided free from such reservations. In the event that the order acknowledgement or the invoice nevertheless contains such reservations, these shall be deemed ineffective even if they are not expressly contradicted by the Customer.

17.2. Entitlement to work, rights of use and patent rights, rights of third parties

1) By submitting an offer and/or by signing on conclusion of a contract, the Supplier affirms that it is in possession of all permits as may be required for the agreed performance of the services and/or supply of goods, including in the country where the goods are to be used or the services carried out. If required in the country where the goods are to be used or the services carried out, the Supplier shall be responsible for registering its company with the appropriate tax and commercial authorities. All costs associated with such registrations shall be borne exclusively by the Supplier.

2) The Supplier shall be liable for ensuring that the supply and use of the services and goods being supplied and/or of the equipment being manufactured do not infringe any patent rights of any third parties or any copyrights and that existing boycott provisions, blacklists etc. are not breached. If it is claimed that such breaches or infringements have occurred, the Supplier undertakes fully to indemnify and hold the Customer and/or the UR harmless without limitation from any claims or damages brought by third parties and to guarantee the Customer and/or the UR unrestricted use of the items ordered or arrange other acceptable alternatives at no cost to the Customer and the UR.

3) The Supplier shall inform the Customer without delay of any infringement of third parties' rights, even if these come to light only subsequently and of any boycotts, blacklists etc.

17.3. Follow-on orders

In order to protect the Customer's know-how acquired by the Supplier in connection with the order and to ensure optimum operation of the complete equipment supplied, even after the warranty has elapsed, the Supplier shall grant the Customer the appropriate customer protection for a period of 10 years from the final delivery in respect of possible follow on orders placed by the Customer or UR or its representatives in connection with the complete equipment supplied. The Supplier undertakes to make no direct or indirect offers to the UR, for example for replacement or expendable parts, without the agreement of the Customer as sales partner.

17.4. Confidentiality

The Supplier may not publicise or exploit for publicity or other purposes the content of the order, the content of the business case, or any information which has been obtained from the Customer or has been subsequently developed and provided by the Supplier without the written consent of the Customer. In particular, any paperwork connected with performance of the order and other documentation provided by the Customer must be treated as confidential by the Supplier and used only for the execution of the order to which it relates. The Supplier shall also make persons who become aware of information and documentation subject to a corresponding duty of confidentiality. If this duty of confidentiality is infringed, the Supplier shall hold the Customer harmless from all claims including those brought by third parties. The taking of photographic, film and video images on construction or factory sites shall be permitted only with the written consent of the Customer and the UR.

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