



Dextra

Dextra Group General Terms and Conditions of Sales

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

If nothing stipulated in the Supplier's quotation, such quotation shall automatically expire thirty (30) days from the issuance date.

1. Definition

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

"Goods" means the equipment, parts, materials, supplies and other goods which the Supplier agrees to supply to the Buyer pursuant to the Agreement;

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

"Services" means services to be provided by the Supplier to the Buyer pursuant to the Agreement.

"Supplier" means the relevant Dextra entity supplying Goods or performing Services pursuant to the Agreement.

2. Quantity and Price

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

2.2 Unless otherwise stated in the Order, the rates and prices exclude the value added tax and any other tax or duty payable by the Buyer, all testing, testing fees and delivery.

3. Payment Terms

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

3.2 Time of payment is of essence of the Agreement. If the payment to the Supplier is overdue, the Buyer shall be subject to pay a late payment charge on the overdue balance at the rate of 1.5% per month or the maximum rate permitted by law, whichever is higher. A fraction of a month shall be considered as a full month. In addition, until all outstanding amounts have been fully paid, the Supplier, at its sole discretion, reserves the right to: (i) suspend or cancel the delivery of Goods or performance of the Services under the Order and any other purchase orders; and/or (ii) revoke any other credit extended to the Buyer. If the Buyer's overdue payment is longer than ninety (90) days in arrears, the Buyer shall reimburse the Supplier for any reasonable costs incurred in the collection of such amounts from the Buyer, including attorney's fees.

3.3 If the creditworthiness of the Buyer deteriorates, the Supplier may require the Buyer, at the Buyer's expense, to either: (i) pay the price partially or in full prior to delivery; and/or (ii) establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing pro-rata payments as Goods are shipped and Services are performed plus payment of cancellation and termination charges and all other amounts due from the Buyer under the Order ("Payment Security"). The Payment Security shall: (i) be in a form and issued or confirmed by a bank acceptable to the Supplier; and (ii) remain in effect until the latest of ninety (90) days after the last scheduled shipment of Goods, completion of all Services and the Supplier's receipt of the final payment required under the Order. The Buyer shall, at its own expenses, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of the Supplier's notification that such adjustments are necessary in connection with the Buyer's obligation under the Order. The Supplier is not required to commence or continue its performance

unless and until any required Payment Security or adjustment thereto as stated in the foregoing paragraph is received, is deemed valid and is in effect.

4. Suspension or Cancellation

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

5. Revision

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

6. Packing

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

7. Tax, Duties and Fees

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

8. Delivery

8.1 Unless otherwise agreed upon between the parties, the delivery shall be based upon EXW Incoterms 2020.

8.2 Acceleration/Early Delivery - The Buyer may request the Supplier to accelerate the work and/or delivery under the Order, provided that the request is made in writing not less than fifteen (15) days prior to the scheduled shipment date. The Supplier may then propose the rescheduled delivery plan to the Buyer within seven (7) days of the request, consisting of: (i) the measures the Supplier considers necessary to reduce the delivery time; and (ii) the additional cost to carry out those measures, including storage. The costs shall be agreed by the parties and confirmed in writing by the Buyer prior to any execution.

8.3 Postpone Delivery - The Buyer may request the Supplier to postpone delivery, provided that the request is made in writing at least fifteen (15) days prior to the scheduled shipment date. The Supplier may then notify the Buyer of additional costs in connection with the rescheduled delivery, including storage and insurance which shall be borne by the Buyer.

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

9. Delay in Delivery

9.1 Should the Supplier fail to deliver on time, the Buyer shall give the Supplier written notice of failure to deliver. The Supplier shall then have sixty (60) days from the date of notice to remedy the situation. After this period, the Buyer may either: (i) claim a liquidated damages at the rate of 0.1% per week of delay, provided that it shall not exceed 5% of the invoiced value of the delayed Goods or Services; or (ii) postpone the delivery date.

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

9.3 Late or non-delivery of any one or more of the Goods or Services shall not entitle the Buyer to treat the remaining orders as repudiated and shall not affect the Buyer's obligation to accept and pay for the delivered partial shipment.

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



Dextra Group General Terms and Conditions of Sales

Dextra

10. Discharge of the Supplier's Obligations

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

11. Title

11.1 Title of the Goods shall pass to the Buyer once the Buyer's payment for the Goods has been made to the Supplier in full, including any interest, expenses and /or payment of any claim in connection with or arising out of the Order. Until title in the Goods has passed to Buyer, the Buyer shall not transfer or pledge any of the Goods, or grant any right or title in the Goods to any third party.

12. Product Return and Buy Back

12.1 Return - Any Goods that have been delivered and unpaid may be returned to the Supplier upon the Supplier's written authorization and under the following conditions: (i) the returned Goods shall be in the same condition as originally delivered to the Buyer; (ii) the returned Goods shall be delivered to the Supplier's premises at the Buyer's expense; and (iii) at the Supplier's discretion, the Buyer may be subject to a handling charge of twenty (20) percent of the invoiced value of the Goods.

12.2 Buyback - At the Supplier's discretion, the Supplier may buy back any Goods that have been delivered and fully paid after : (i) the Supplier's inspection of the relevant Goods rendering satisfactory result; and (ii) the parties' agreement on the Supplier's buyback proposal.

13. Indemnification

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

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

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

14. Nonconforming Goods

14.1 If the Goods or Services do not comply with the agreed specifications, the Buyer shall promptly notify the Supplier in writing prior to expiration of the warranty period. The Supplier shall then be entitled to audit and test the Goods on-site or anywhere suitable, so as to confirm or refute the rejection. In case of rejection, the Supplier shall: (i) at its option, either repair or replace the defective Goods; (ii) bear the expenses of transport, packing and maritime cargo insurance. The Supplier's total liability shall not exceed the aggregate value of the defective or non-conforming Goods.

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

15. Limitation of Liability

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

15.2 The Supplier's aggregate and cumulative liability for any damage or loss towards the Buyer or any third party in relation to the affected Order shall not exceed the aggregate value of the affected Order except in case of gross negligence or willful misconduct on the part of the Supplier.

16. Insurance

16.1 The parties shall take out and maintain adequate maritime cargo insurance to cover the transport of the Goods in accordance with the agreed Incoterms 2020 or any other terms specified in the Order.

17. Warranty

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

18. Product Recall

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

19. Intellectual Property

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

20. Confidentiality

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

21. Defaults

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

- (i) terminate the relevant Order and resell the Goods, and shall be entitled to recover from the Buyer the difference between the price of the Goods set forth in the Order and the proceeds from the resale thereof, plus any incidental loss and expense (e.g. storage charges, insurance premium); and/or
- (ii) terminate the remaining orders as to any unpackaged balance and shall be entitled to recover its costs from the Buyer.

22. Termination

22.1 The Buyer may terminate the Agreement if the Supplier commits a material breach which does not otherwise have a specified contractual remedy, provided that: (i) the Buyer first provide the Supplier with detailed written notice of the breach; and (ii) the Supplier shall have failed within sixty (60)



Dextra Group General Terms and Conditions of Sales

Dextra

days from the notice to commence and diligently pursue cure of the breach.

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

22.3 The Supplier is entitled to terminate the relevant Order and the Agreement with immediate effect by given written notice to the Buyer, in the case the Buyer: (i) suspends, or threatens to suspend, payment of its debts or is, or is deemed to be insolvent; (ii) winding-up, bankruptcy, administration or dissolution of the Buyer; (iii) failure to cure its material breach within the specified period; (iv) change of control (shareholding structure) (v) any Force Majeure Event preventing the Supplier from performing at its obligation for any continuous period of 90 days. In addition, except in case of prolonged Force Majeure Event, the Buyer shall pay the Supplier a termination charge equal to twenty (20%) of the Order applicable to uncompleted made- to-order Goods.

23. Hardship

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

24. Force Majeure

24.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under the Agreement (other than a payment obligation) by a Force Majeure Event:

- (i) the affected party's obligations under the Agreement are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed;
- (ii) immediately after the start of the Force Majeure Event, the affected party shall notify the other party in writing of such event, the date on which it started and the effects of the Force Majeure Event on its ability to perform its obligations under the Agreement;
- (iii) the affected party shall make all reasonable efforts to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Agreement; and
- (iv) immediately after the end of the Force Majeure Event, the affected party shall notify the other party in writing that the Force Majeure Event has ended and resume performance of its obligations under the Agreement.

2.4.2 For the purpose of the Agreement, "Force Majeure Event" means natural disaster, including earthquake, storm, flood, tsunami, epidemic, nuclear, chemical or biological contamination, a court injunction or government order not specific to a party but affecting other businesses similarly, act of God, war, riot, civil insurrection or disruption, armed conflict or terrorist attack, any general strike, labour dispute or lockout affect other businesses similarly, cyber or hostile network attacks, inability to obtain raw or finished materials, inability to secure transport, plant breakdown (excluding planned or scheduled plant shutdowns) or other circumstances of a similar nature to the foregoing that are beyond the reasonable control of the party affected.

24.3 Any failure or delay in the performance of any obligation (other than payment obligation) under the Agreement shall not be deemed a breach or default by either party if such failure or delay is due to a Force Majeure Event.

25. Assignment and Setoff

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

26. Severability

26.1 If any provision hereof is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other provisions will not be affected.

27. Waiver

27.1 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.

29. Governing Law

29.1 The Order is governed by and construed in accordance with the laws of the country where the Supplier'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 Supplier's entity is situated.