

NATURAL GAS SOLUTIONS NORTH AMERICA, LLC

STANDARD TERMS OF PURCHASE

NOTICE: These Standard Terms of Purchase cover all orders for any goods and/or services sold to Natural Gas Solutions North America, LLC ("Buyer") or any of its Affiliates (defined below) or subsidiaries by the seller of such goods and/or services identified in the corresponding Purchase Order to which these terms are attached, and as may be identified on the attached Annex A ("Seller").

STANDARD TERMS OF PURCHASE

1. **ACCEPTANCE OF TERMS.** Seller shall comply with all terms set forth herein and in the Purchase Order, to which these terms are attached and/or are expressly incorporated by reference (collectively, the "**Order**"), including amendments, specifications, and other documents referred to in the Order. Unless otherwise stated on the face of the Order or in a separate written supply agreement between the parties, or otherwise agreed upon in writing by the parties, the terms herein shall prevail over conflicting terms. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. If any "click-wrap," "click-through," "browse-wrap," or "shrink-wrap" terms are included or embedded with the goods or services, including software, those conditions will be of no force and the Order will prevail. Issuance by Buyer of the Order shall not constitute an acceptance of any of Seller's offers to sell, quotations, or other proposals. Reference in the Order to any such offers to sell, quotations, or proposals shall in no way constitute a modification of any of the terms of the Order, which shall always prevail over any such offers, quotations, or proposals. **ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY BUYER IN WRITING.**

2. **PRICES, PAYMENTS, AND QUANTITIES.**

2.1 **Prices & Taxes.** All prices are firm. No additional charges of any kind will be allowed unless specifically agreed in writing by Buyer in a revision of the Order pursuant to Section 6. Seller warrants that the pricing for any goods and/or services shall not exceed the pricing for contemporaneous sales of the same or comparable goods and/or services offered by Seller to any third parties. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods and/or services, and the parties shall promptly make the appropriate price adjustment. Seller's prices include all taxes, fees and/or duties applicable to the goods and/or services, as well as Deliverables, purchased under the Order; provided, however, that any value added tax ("**VAT**") and/or similar tax that is recoverable by Buyer will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by applicable laws, treaties, conventions, protocols, common law, regulations, ordinances, codes, standards, directives, orders, including judicial orders, and/or rules issued by governmental agencies or authorities which are applicable to the goods, services, and/or the activities contemplated or provided under the Order (collectively, "**Law(s)**") to charge any VAT and/or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority, if applicable. If Buyer is required by Law to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from any payments owed or to be owed to Seller and provide to Seller a valid tax receipt in Seller's name. Seller shall be solely responsible for the payment of any and all taxes, duties, levies, charges, salaries, insurance premiums and contributions, and any interest or penalties thereon for which, in relation to the Order, Seller is responsible and liable (collectively the "**Seller Payments**"); and to the maximum extent permitted by all Laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations. If required by applicable Laws, Seller shall establish and/or register an office, branch, and/or division in the country where any part of the Order is to be performed, and/or to qualify as an organization legally operating and doing business in such country(ies) and for imposing a similar obligation upon any supplier, vendor, contractor, representative, and/or agent of Seller of any kind and tier used to perform any services or provide any goods or Deliverables hereunder (each a "**Subcontractor**"; Seller, its Subcontractors, and its or their employees, representatives, agents, and/or invitees of any kind shall be referred to collectively as the "**Seller Group**").

2.2 **Payments.**

(a) **General.** Buyer is not obligated to purchase any quantity of goods and/or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Unless otherwise stated on the face of the Order or prescribed by Law, payment terms are net due ninety (90) calendar days from the later of (a) the date of receipt of a valid invoice by Buyer, or (b) the receipt of conforming goods and/or services by Buyer (the "**Net Date**"). Seller's invoice shall in all cases bear the Order number and shall be issued no later than thirty (30) days after receipt of the goods by Buyer and/or Seller's completion of the services. To the maximum extent permitted by Law, Buyer shall be entitled to reject Seller's invoice without liability if it fails to include the Order

number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Seller to suspend performance, and any resulting nonpayment or delay in payment by Buyer shall be entirely the responsibility of Seller. Seller warrants that it is authorized to receive payment in the currency stated in the Order. Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement. "Affiliate" shall for the purposes of the Order mean, with respect to either party, any entity, including without limitation, any individual, corporation, company, partnership, joint venture, limited liability company, or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

(b) Early Payment Discount. Buyer shall be entitled, either directly or through an Affiliate, to deduct an early payment discount in the amount of 0.0333% of the gross invoice price for each day that actual payment precedes Buyer's payment due date under the Order (an "Early Payment Discount"). By way of example, an Early Payment Discount of two and a half percent (2.5%) would correspond to a payment made seventy-five (75) days earlier than the payment due date, and an Early Payment Discount of one-third of one percent (0.333%) would correspond to a payment made ten (10) days earlier than the payment due date. If Buyer takes an Early Payment Discount to settle an invoice, Seller acknowledges that Buyer's payment of the invoice amount less any applicable Early Payment Discount constitutes payment of the relevant invoice in full.

2.3 **Guaranty**. Buyer reserves the right to require Seller to provide, within fifteen (15) calendar days of the date of the request, a parent company guaranty from its ultimate parent company, a shareholder guaranty, or an equivalent guaranty in the form and substance provided by, or acceptable to, Buyer.

2.4 **Quantities**.

(a) General. Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the quantities specified in the Order or any applicable release(s), and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be solely for Seller's account. Goods delivered to Buyer in excess of the quantities specified in the Order or any applicable release(s) and/or in advance of schedule may be returned to Seller at Seller's risk and expense, which shall include but is not limited to, any cost incurred by Buyer related to storage and handling of such goods.

(b) Cessation of Production/Replacement Parts: Seller shall give Buyer at least 180 calendar days' prior written notice of the permanent discontinuance of production of any goods purchased in an Order and/or necessary for the production/provision of goods and/or services in an Order. The foregoing obligation shall survive termination or expiration of the Order for one (1) calendar year. Furthermore, for all goods purchased hereunder, Seller shall provide replacement parts for a period of five (5) years after production by Seller of such goods ceases. The prices for any replacement parts shall not exceed those prices in effect at the time production of the relevant goods ceases, and no set up charges shall be permitted by Seller or paid by Buyer. After the end of the above-referenced five (5) year period, Seller shall continue to maintain in good working condition all Seller-owned tooling required to produce the goods and/or the replacement parts and shall not dispose of or sell such tooling without first contacting Buyer and offering Buyer the right to purchase such tooling. No minimum order requirements for replacement parts or other items shall apply. All replacement parts purchased by Buyer shall be subject to the terms of the Order.

3. **DELIVERY AND PASSAGE OF TITLE.**

3.1 The parties acknowledge and agree that, regarding the Order, time is of the essence. Seller shall deliver all goods and/or services, including all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, ideas, techniques, methods, processes, information, data, documentation, and materials, that Seller creates, prepares, or delivers to Buyer, or otherwise produces, conceives, makes, proposes, or develops, in the context of providing the goods and/or services or otherwise rendering any work to Buyer under the Order (collectively, "Deliverables") within Buyer's delivery schedule as set forth in the Order. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of the Order, Seller shall promptly notify Buyer in writing. Unless otherwise stated on the face of the Order, if Seller fails to deliver all the goods, Deliverables, and related documents (including, but not limited to, drawings, Spare Parts Interchangeability Report, certificates, manuals, and quality documents), and/or complete the services as scheduled, Seller shall pay one percent (1%) of the total amount of the Order per week or part of the week of delay, up to fifteen percent (15%) of the total value of the Order. The parties agree that such amounts are a reasonable pre-estimate of the damages Buyer will suffer as a result of delay based on circumstances existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty. However, the parties agree that it is not possible for them to estimate or calculate the damages that Buyer may suffer as a result of delays exceeding fifteen (15) weeks; accordingly, for any delay exceeding fifteen (15) weeks, Buyer shall be entitled to recover any documented additional damages that Buyer incurs as a result of Seller's additional delay. In this context, Seller hereby acknowledges that the goods and/or services it provides hereunder may be linked to or a part of a back-to-back supply obligation of Buyer with its customer(s). Unless expressly agreed to the contrary in writing, Buyer's remedies are cumulative and Buyer shall be entitled to pursue any and all remedies available under applicable Law, contract, and/or equity, including but not limited to Buyer's right to terminate the Order for default. Furthermore, if Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest method at Seller's cost.

3.2 Unless otherwise stated on the face of the Order: (a) goods shipped to Buyer's dock shall be delivered FCA (Seller's site); and

(b) goods shipped for delivery outside of the source country to Buyer's site or a location designated by Buyer shall be delivered FCA (Seller's site); or, where the goods will be delivered by sea, FOB (Port of Export). All delivery designations are INCOTERMS® 2020. Title to goods to be shipped from the United States of America ("U.S.") shall pass from Seller to Buyer immediately after each item departs from the territorial land, seas, and overlying airspace of the U.S.; for purposes of the Order, the parties acknowledge that the territorial seas of the U.S. extend to twelve (12) nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea. In all other cases, title shall be transferred to Buyer upon delivery. Goods delivered to Buyer in advance of schedule may be returned to Seller at Seller's expense. Buyer may specify contract of carriage and named place of delivery in all cases. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin, and the appropriate export classification codes including, if applicable, the Export Control Classification Number ("ECCN") and the Harmonized Tariff Codes for each and every one of the goods delivered pursuant to the Order, in sufficient detail to satisfy any applicable preferential trade or customs agreements. Seller understands and agrees that its failure to comply with any such Buyer specifications and/or other requirements shall cause all resulting transportation charges and other damages to be for the account of Seller, and give rise to any other applicable remedies available to Buyer under law, contract, and/or equity.

3.4 Seller shall include with the packing list for each shipment a detailed, complete bill of material/parts list ("BOM") that lists each component of the goods purchased by Buyer and indicate which components of the BOM are and are not included in the shipment. Seller shall also include, in each item shipment, the complete BOM for such item(s) and indicate which components of the BOM are included in the shipment, as well as the BOM components, if any, that are not included in the item shipment. Such BOM shall be included with the packing list for each shipment. Upon Buyer's request, Seller shall promptly provide a packing list with values for each item.

3.5 If goods cross an international border, Seller shall perform customs clearance as per the applicable Incoterm and provide Buyer a copy of the export declaration together with the applicable commercial invoice. The invoice shall be in English and in the language of the destination country, and shall include: contact names and phone numbers of representatives of Buyer and Seller who have knowledge of the transaction; the Order number; all Order line item(s); any release number, where applicable; part number(s); a detailed description of the goods; unit purchase price(s) in the currency of the transaction; unit quantities; the applicable Incoterm and named location for delivery; and the country of origin of the goods. Furthermore, all goods and/or services in any way provided by Buyer to Seller for the performance of the Order and not included in the purchase price of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

3.6 If goods are delivered to a destination country having a trade preferential or customs union agreement (a "Trade Agreement") with Seller's country, Seller shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer's benefit and provide Buyer with any required documentation (e.g., EUR1 Certificate, GSP Declaration, FAD, NAFTA Certificate or other Certificate of Origin) to support the applicable special customs program (e.g., EEA, Lome Convention, E.U./Mediterranean partnerships, GSP, E.U.-Mexico FTA, NAFTA, etc.), or to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to the Order be introduced at any time during the Order performance and be of potential benefit to Buyer, in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realize any such available credit(s) and/or benefit(s), including counter-trade or offset credit value which may result from the Order, and Seller acknowledges that such credit(s) and/or benefit(s) shall inure solely to Buyer's benefit. Seller shall immediately notify Buyer of any known documentation errors. Seller shall indemnify Buyer for any costs, fines, penalties, or charges arising from Seller's inaccurate documentation or untimely cooperation.

4. BUYER'S PROPERTY.

4.4 **Buyer's Tools, Equipment and Other Property.** Buyer assumes no obligation to furnish Seller with any tools, equipment, or materials for the performance of the Order, except as may be expressly provided otherwise. Such tangible and intangible property (including information, data, tools, materials, drawings, computer software, know-how, documents, trademarks, copyrights, equipment, or other material) furnished by Buyer shall at all times be and remain Buyer's property and shall be accepted and used by Seller, including its Subcontractors and the rest of the Seller Group, in "AS IS" and "WHERE IS" condition, with all faults and without any warranty whatsoever, express or implied. Seller shall use such property at its own risk. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property, safely stored separate and apart from Seller's property, and properly maintained by Seller. Seller shall use Buyer's property only to perform the Order or other Buyer's orders, and shall not use it, disclose it to others, or reproduce it for any other purpose whatsoever. Such property, while in Seller's care, custody, or control, shall be held at Seller's sole risk, kept free of any encumbrances and insured by Seller at Seller's expense in an amount equal at least to the replacement cost thereof, with loss payable to Buyer, and subject to removal or restitution if damaged or destroyed, immediately upon Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. As noted in Section 3.3 above, any consigned material, tooling, or technology used in connection with the production of the goods supplied under the Order shall be identified on the relevant commercial or *pro forma* invoice used for international shipments.

4.5 **Intellectual Property.** Seller retains ownership of all intellectual property it owned before or developed independent of the Order. Seller hereby grants Buyer an irrevocable, non-exclusive, and royalty-free license to make, have made, use, and sell products and/or services embodying any and all of Seller's intellectual property which may be used, made, conceived, or actually reduced to practice in connection

with the performance of the Order. If Buyer furnishes specifications, requirements, designs, Confidential Information, data, or other intellectual property (collectively, “**Designs**”) to Seller for the manufacture of the goods or provision of services, then, as between the parties, Seller acknowledges and agrees that Buyer is and remains the sole and exclusive owner of the Design, and all improvements, modifications, derivative works, and intellectual property rights therein, thereto, or created therefrom. Notwithstanding the foregoing, to the extent that any such interests in or to such materials vest in Seller, by operation of law or otherwise, Seller hereby assigns, and shall cause Seller Group to assign, all improvements, modifications, derivative works, and intellectual property rights in and to the Designs, or created therefrom, to Buyer or its indicated designee. If the Order includes paid-for services (including other payment in kind) for development of technology, Seller also agrees to assign and deliver, and will cause Seller Group to assign and deliver, all intellectual property rights and materials related to the development to Buyer or its designee. “**Buyer Intellectual Property**” means: (i) Intellectual Property for all goods and/or services under the Order except what Seller owned prior to or developed independently of its obligations under the Order; (ii) Intellectual Property conceived, produced or developed by Seller, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Seller’s performance under the Order; and (iii) creations and inventions that are otherwise made by Seller through the use of Buyer’s or its Affiliates’ equipment, funds, supplies, facilities, materials and/or Confidential Information. Buyer grants Seller a non-exclusive, non-assignable, revocable license to use Buyer Intellectual Property and Confidential Information furnished to or accessed by Seller that is necessary for the sole purpose of performing the Order. Seller may not use, disclose, or reproduce Buyer Intellectual Property or Confidential Information for any other purpose. Seller agrees that it will neither apply for any registration of rights in any Buyer Intellectual Property nor oppose or object in any way to applications for registration thereof by Buyer or others designated by Buyer.

5. ON-SITE ACTIVITIES.

5.1 If any portion of the activities under the Order is performed by any member of the Seller Group in, on or near a site owned, run, and/or operated by Buyer, its Affiliate(s), and/or its or their customer(s) (each a “**Site**”) for longer than ten (10) consecutive calendar days, or fourteen (14) cumulative days within a fiscal quarter, or involves access by any member of the Seller Group to any networks or computer systems of Buyer, its Affiliate(s), and/or its or their customer(s), then Seller warrants and represents that it shall verify such personnel’s identity, at its expense, before deploying or granting access to any member of the Seller Group, to the extent permitted by Law and after securing required and/or appropriate written authorization from the relevant personnel, including performing a watchlist and background screen of such personnel if required by Buyer. Seller will also ensure such personnel undergo medical examinations, physical agility testing, and/or drug and alcohol testing, subject to Law, in order to provide reasonable assurance that such personnel will be sufficiently fit to safely perform their duties without excessive risk of harm to themselves or others.

5.2 If any portion of the activities under the Order is performed by any member of the Seller Group in, on or near a Site, Seller shall defend, indemnify, release, and hold harmless Buyer, its Affiliates, and/or its or their customers, and its and their directors, officers, employees, agents, representatives, successors, and assigns from and against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities (collectively, “**Claims**”), which may arise in any way out of: (a) injury to or death of any of the members of the Seller Group; (b) damage to the property of any of the members of the Seller Group; or (c) any environmental claim of whatsoever nature emanating from the equipment, premises, and/or property of, or under the control of, Seller and/or Seller Group, REGARDLESS OF FAULT OR CAUSE INCLUDING, WITHOUT LIMITATION, PRE-EXISTING CONDITIONS, WHETHER SUCH CONDITIONS BE PATENT OR LATENT, THE UNSEAWORTHINESS OF ANY VESSEL OR VESSELS, IMPERFECTION OF MATERIAL, DEFECT OR FAILURE OF EQUIPMENT, BREACH OF REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED), ULTRAHAZARDOUS ACTIVITY, STRICT LIABILITY, TORT, BREACH OF CONTRACT, BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF ANY SAFETY REQUIREMENT OR REGULATION, OR THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY PERSON OR PARTY, INCLUDING THE INDEMNIFIED PARTY OR PARTIES, WHETHER SUCH FORM OF NEGLIGENCE BE SOLE, JOINT, AND/OR CONCURRENT, ACTIVE OR PASSIVE, OR ANY OTHER THEORY OF LEGAL LIABILITY (hereinafter, “**REGARDLESS OF FAULT OR CAUSE**”).

6. CHANGES.

6.1 Buyer may at any time make changes within the general scope of the Order, and Seller shall not proceed to implement any change unless and until such change is provided in writing by Buyer in an Order revision. If any changes cause a material increase or decrease in the cost and/or time required for the performance of any work under the Order, an equitable adjustment shall be mutually agreed in writing and reflected in the Order price and/or delivery schedule. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within thirty (30) calendar days from Seller’s receipt of the change (or suspension) notification, and may only include reasonable, direct, and documented costs that will necessarily be incurred as a direct result of the change.

6.2 Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods and/or services, their specifications, and/or composition; (b) material process changes; (c) material plant and/or equipment/tooling changes or moves; (d) transfer of any work under the Order to another site; and/or (e) material changes to Seller’s procurement of goods and/or services in connection with the Order and/or any applicable release(s), and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys, and/or testing necessary to determine the impact of such change on the goods and/or services, and has approved such change in writing. Seller shall be responsible for obtaining, completing, and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer.

7. QUALITY AND AUDITS.

7.1 **Inspection/Testing/Audits.** In order to assess Seller's work quality, conformance with Buyer's specifications, and compliance with Laws and the terms of the Order, upon reasonable notice by Buyer: (a) all goods, materials, drawings, and services related in any way to the goods and/or services purchased under the Order and/or any applicable release(s) shall be subject to inspection and test by Buyer, its Affiliates, its or their relevant customers, and/or its or their representatives (each of the foregoing, an "Inspector") at all times and places, including locations where the goods and/or services are created or performed, whether they are at premises of Seller, Seller's Subcontractors, or elsewhere; and (b) Seller's books and records relating to the Order shall be subject to inspection and audit by an Inspector. Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspectors; and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspectors while they are present on Seller Group's premises, including, where requested by an Inspector for safety-related concerns, stopping all activities immediately. If the safety, health, or security of the Inspectors on such premises may be imperiled by local conditions, Buyer, and/or its Affiliates, and/or its or their relevant customers may remove some or all of their personnel from the premises at no cost and without liability. If specific Inspector tests, inspection, and/or witness points are included in the Order (e.g., approval of drawings), the goods and/or services shall not be shipped/performed without the relevant Inspector's release, or a written waiver of said test/inspection/witness point; however, Buyer shall not allow such actions to unreasonably delay shipment/provision of the goods and/or services. Seller shall notify Buyer in writing at least thirty (30) calendar days prior to each of Seller's scheduled final and, if applicable, intermediate test/inspection/witness points. An Inspector's inspection, approval, or failure to inspect, accept, reject, or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such goods and/or services that are not in accordance with the Order requirements, nor impose liabilities on Buyer and/or its Affiliates.

7.2 **Quality.** Seller shall provide and maintain an inspection, testing, and process control system ("Seller's Quality System") that is acceptable to Buyer and complies with Buyer's quality policy and/or other quality requirements set forth on the face of the Order or are otherwise agreed to in writing. Acceptance of Seller's Quality System by Buyer shall not alter the obligations and liability of Seller under the Order. Seller shall keep complete records relating to Seller's Quality System and related data, and shall make such records available to Buyer for: (a) ten (10) years after completion of the Order; (b) such period as set forth in the specifications applicable to the Order; or (c) such period as required by Law, regulation, code, or accounting rules, whichever period is the longest.

7.3 **Product Recall.** (a) If a recall is required by Law, any governmental agency, or court having jurisdiction, or if Buyer or Seller reasonably determines that the goods create a potential safety hazard or unsafe condition, and as a result that a recall is advisable, the parties shall promptly communicate such facts to each other. To the maximum extent permitted by Law and/or competent governmental agencies, Buyer shall have the right to determine whether a voluntary recall of the affected goods is warranted or advisable. Seller and Buyer shall cooperate with and assist each other in any corrective actions and/or filings related to any such recall.

(b) To the extent a recall is determined to have been caused by a defect, non-conformance, or non-compliance that is the responsibility of Seller, Seller shall reimburse and hold harmless Buyer from all reasonable costs and expenses incurred in connection with any recall, repair, replacement, or refund program, including all costs related to: (i) investigating and/or inspecting the affected goods; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing, or replacing the recalled goods; (iv) packing and shipping the recalled goods; and (v) media notification.

7.4 **Escapes.** (a) "Escape" means goods and/or services received by Buyer in a non-conforming manner and for which the non-conformance of goods or services is not detected prior to the goods leaving a Buyer facility. For each Escape that Buyer determines is a result of the delivery of non-conforming goods and/or services by Seller, Seller will be assessed and obligated to pay Buyer liquidated damages in the amount of US\$1,500 (or the equivalent amount in the currency in which Buyer pays Seller) to cover the costs and expenses associated with administrative processing of the non-conforming goods and/or services. Such assessment may be credited by Buyer against any amount due and owing to Seller. Seller shall have the right to prove to Buyer that no such administrative costs and expenses were incurred by the delivery of the non-conforming goods and/or services or that such costs and expenses actually incurred by Buyer were significantly lower than the assessment.

(b) Buyer does not waive, and specifically reserves, the right to claim any damages (including actual, incidental, and/or consequential damages, or any other damages to which it may be legally entitled under applicable Law or the Order) in addition to the amount of the assessment, and to pursue other remedies, such as the cost of replacement goods and/or services.

8. **REJECTION.** If any of the goods and/or services furnished pursuant to the Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of the Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or any of its Subcontractors, then Buyer, at its discretion and at Seller's expense, may reject and return all or any portion of such goods and/or services, and may pursue any other remedies available to Buyer at law or in equity, including but not limited to the remedies listed in Section 9.3, below. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any tests reasonably requested by Buyer to verify their conformance to the Order.

9. WARRANTIES.

9.1 Seller warrants that all goods and/or services provided pursuant to the Order and any applicable release(s), whether provided by Seller or any of its Subcontractors, will: (a) be new and of merchantable quality; (b) be free from all defects in design, workmanship, material, and title; (c) be free and clear of all liens, security interests, or other encumbrances, or Seller shall cause any lien, security interest, or

encumbrance asserted to be discharged, at its sole cost and expense, within fifteen (15) calendar days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under the Order); (d) be provided in strict accordance with all requirements, regulations, codes, standards, specifications, and other requirements provided or approved by Buyer; (e) be provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Seller's industry; (f) not infringe or misappropriate any third party's intellectual property rights; (g) not include any software that is distributed as "free software," "open source software," or pursuant to any license identified as an "open source license" by the Open Source Initiative (www.opensource.org/licenses) or other license that substantially conforms to the Open Source Definition available at opensource.org/osd (collectively, "**Open Source Software**") unless Seller has disclosed to Buyer a correct, current, and complete list of each item of Open Source Software that is or has been used by the Seller in the development of or incorporated into, combined with, linked with, distributed with, provided as a service or application, or otherwise made available with said goods and/or services, and for each such item of Open Source Software, identified (i) the applicable goods and/or services; and (ii) the name and version number of the applicable license agreement, and Buyer has expressly consented to the inclusion of each such Open Source Software in writing, in which case Seller shall have complied with all notice, attribution, and other requirements of each license applicable to such included Open Source Software; and (h) not include any Copyleft-type license (e.g. GNU General Public License, GNU Lesser Public License, Mozilla Public License, and Creative Commons "ShareAlike" licenses) or any other Open Source Software in a manner that does, will, or would reasonably be expected to require the (A) disclosure or distribution of any of such goods and/or services in source code form; (B) license or other provision of any of such goods and/or services on a royalty-free basis; or (C) grant of any patent license, non-assertion covenant, or other business or intellectual property rights to modify, make derivative works based on, decompile, disassemble, or reverse engineer any of such goods and/or services.

9.2 The foregoing warranties shall apply for a period of: (a) two (2) years from the date when goods are put into operation; or (b) four (4) years from delivery of the goods or performance of the services, plus any delays attributable to the actions of Seller or any of its Subcontractors, such as those due to non-conforming goods and/or services, whichever occurs last.

9.3 If any of the goods and/or services are found to be defective or otherwise not in conformity with the warranties in this Section 9 during the warranty period, then Buyer, in addition to any other rights, remedies, and choices it may have by law, contract, and/or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at Buyer's discretion and at Seller's expense may: (a) require Seller to inspect, remove, reinstall, ship, and repair, replace, or re-perform nonconforming goods and/or services with goods and/or services that conform to all requirements of the Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of the Order, in which event all related costs, expenses (including, but not limited to, material, labor, and handling costs and any required re-performance of value added machining or other service), and other reasonable charges shall be for Seller's account; (c) reject and return all or any portion of such non-conforming goods and/or services; and/or (d) withhold total or partial payment. Any repaired or replaced good, or part thereof, and/or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or two (2) years after such repair, replacement, or reperformance has been completed.

10. SUSPENSION. Buyer may suspend performance of all or any part of the Order at any time by notice to Seller. Upon receiving notice, Seller shall promptly suspend work to the extent specified, and properly protect all work in progress and materials. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice. Seller shall resume diligent performance on the specified effective date of the withdrawal of any such suspension. Claims for cost or time resulting from such a suspension shall be resolved in accordance with Section 6.

11. TERMINATION.

11.1 **Termination for Convenience.** Buyer may terminate all or any part of the Order without cause by ten (10) days' written notice to Seller. Upon termination (other than due to Seller's insolvency or default, including any failure to comply with the Order), Buyer and Seller shall negotiate reasonable termination costs consistent with costs allowable under Section 6 and identified by Seller within thirty (30) calendar days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Buyer shall have the right to terminate any Orders with delivery lead times of sixty (60) calendar days or longer by providing Seller with written notice within fourteen (14) calendar days of Seller's final acceptance of such an Order at no cost to Buyer.

11.2 **Termination for Default.** Except for delay due to causes beyond the control and without the fault or negligence of Seller or any of its Subcontractors (lasting not more than sixty (60) calendar days), Buyer, without liability, may by written notice of default, terminate the whole or any part of the Order if Seller: (a) fails to perform within the time specified or in any written extension granted by Buyer; (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of the Order in accordance with its terms; and/or (c) fails to comply with any of the terms of the Order. Such termination shall become effective if the Seller does not cure such failure within ten (10) calendar days of receiving notice of default, or immediately if such breach is incapable of cure. Upon termination, Buyer may procure at Seller's expense, and upon terms it deems appropriate, goods and/or services comparable to those so terminated. Seller shall continue performance of the Order to the extent not terminated and shall be liable to Buyer for any excess costs for such comparable goods and/or services. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity, or under the Order.

11.3 **Termination for Insolvency/Prolonged Delay.** If Seller (a) ceases to conduct its operations in the normal course of business; (b)

fails to meet its obligations as they mature; (c) has any proceeding under bankruptcy or insolvency Law brought by or against it; (d) has a receiver appointed or applied for it; (e) makes an assignment for the benefit of creditors; or (f) has an excused delay (or the aggregate time of multiple excused delays) lasting for more than sixty (60) calendar days, Buyer may immediately terminate the Order without liability to the fullest extent permitted by the Law, except for goods and/or services completed, delivered, and accepted within a reasonable period after termination (which will be paid for at the Order price).

11.4 **Obligations on Termination.** Unless otherwise directed by Buyer, after receipt of a notice of termination of the Order, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders, except as necessary to complete any non-terminated portion of the Order; (c) terminate all subcontracts to the extent they relate to the work terminated; and (d) deliver to Buyer all completed work and work in process, including all designs, drawings, specifications, and other documentation and material required or produced in connection with such work, and all of Buyer's Confidential Information as defined in Section 16.

12. INDEMNITY & INSURANCE.

12.1 **Indemnity.** Seller shall defend, indemnify, release, and hold harmless Buyer and its Affiliates against any and all Claims and liabilities arising from the Order, REGARDLESS OF FAULT OR CAUSE, except as provided in Section 5.2, and excluding claims and liabilities to the extent they are attributable to the gross negligence of Buyer.

12.2 **Insurance.** In support of Seller's indemnity and contractual obligations, for the duration of the Order and until expiration of Seller's warranties hereunder, Seller shall, at its own cost and expense, obtain and maintain through a reputable primary insurance company licensed in the jurisdiction where goods are manufactured and/or sold and/or where services are performed, adequate insurance to cover its obligations under the Order or as required by Law, including, as necessary: (a) Commercial General Liability (US\$3,000,000 per occurrence and US\$5,000,000 in the annual aggregate) with coverage for (i) bodily injury/property damage, including coverage for contractual liability insuring the liabilities assumed in the Order, (ii) products/completed operations liability, (iii) sudden and accidental pollution liability (US\$2,500,000 per occurrence unless goods sold intended for subsea installation, then US\$10,000,000 per occurrence), and (iv) all of the following types of coverages, where applicable: (A) contractors protective liability, (B) collapse or structural injury, (C) damage to underground utilities, and if marine operations are included in supplier's scope of supply, (D) marine liability; (b) Property Insurance on an "All-risk" basis covering the full replacement cost value of all property owned, rented, or leased by Seller in connection with the Order, covering damage to Buyer's, its Affiliates', or its or their customers' property in Seller's care, custody, and control and including Buyer as a loss payee; (c) Automobile Liability (US\$2,000,000 per occurrence and US\$5,000,000 in the annual aggregate) covering all owned, hired, and non-owned vehicles used in the performance of the Order; (d) Workers' Compensation and Employer's Liability (greater of amount required by Law and US\$2,500,000 per occurrence and US\$5,000,000 in the annual aggregate); (e) Professional Liability Insurance (US\$3,000,000 per occurrence and US\$5,000,000 in the annual aggregate); (f) All Risk Marine/Inland Transport Insurance in an amount equal at least to the value of each shipment made in connection with the Order; and (g) any other insurance that Buyer may reasonably require based on the scope of the Order and which is commercially available to Seller. The limits required in (a), (c), and (d) may be satisfied through a combination of primary and umbrella/excess liability policies. Seller shall notify Buyer of any material modification, cancellation, or lapse of any such insurance policies during the term in which Seller is obligated to maintain said policies in accordance with this Section 12.2, by giving thirty (30) days' advance written notice to Buyer. All Seller insurance in support of the scope of the Order shall be primary, endorsed to provide a waiver of subrogation in favor of Buyer, and list Buyer as an additional insured. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance policies are in effect, and copies of the insurance policies with copies of endorsements evidencing the required additional insured status, waiver of subrogation provision, and/or loss payee status attached thereto. Buyer shall have no obligation to examine such certificate(s) or to advise Seller in the event its insurance policies are not in compliance herewith. Acceptance of certificate(s) that are not compliant with the stipulated coverages shall in no way whatsoever imply that Buyer has waived its insurance requirements.

13. **ASSIGNMENT AND SUBCONTRACTING.** Seller may not assign or novate (including by change of ownership or control, by operation of Law or otherwise) the Order or any interest herein, including payment, without Buyer's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under the Order without Buyer's prior written consent. Any assignee/novatee of Seller shall be bound by the terms and conditions of the Order. Seller shall not utilize any Subcontractors who are likely to interface with any government official in providing the work called for under the Order to or on behalf of Buyer without the prior written approval of Buyer. Buyer may freely assign the Order or any portion thereof to any third party or Affiliate.

14. **PROPER BUSINESS PRACTICES.** As an essential element of the Order, Seller hereby represents, warrants, certifies, and covenants (collectively, "**Covenants**") that it is committed to unyielding integrity and will act in a manner consistent with Buyer's Integrity Guide for Suppliers, Contractors and Consultants (the "**Guide**"), a copy of which has been made available to Seller and is available at <https://dresserutility.com/resources/supply-center/>. Seller hereby expressly confirms it has carefully reviewed the Guide and Seller shall remain solely responsible to take all necessary measures to ensure Seller and the other members of the Seller Group comply with the Guide. Seller shall act in a manner consistent with all Law concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Order.

15. COMPLIANCE WITH LAWS.

15.1 **General.** As a material element of the Order, Seller Covenants that it will comply with: (a) all applicable Law; and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence, and foresight which can reasonably be expected from a competent seller who is engaged in the same type of service or manufacture under similar circumstances. Seller holds the full responsibility of compliance with this document and to determine all applicable installation requirements, regulations, other requirements, codes, and standards that relate in any way to the scope of supply and comply with the foregoing. Seller's non-compliance with country/local applicable installation requirements, regulations, other requirements, codes, and standards shall be considered a breach of the warranties in Section 9.

15.2 **Environment, Health and Safety.**

(a) **General.** Seller Covenants that it will take the necessary and appropriate actions and precautions to protect health, safety, and the environment, including to prevent any injury to persons, property, and/or the environment and has established effective requirements to ensure any members of the Seller Group and any suppliers it uses to perform the work called for under the Order will be in compliance with Section 15.

(b) **Material Content and Labelling.** Seller Covenants that each chemical substance or hazardous material (i.e., any substance or material defined as such or regulated on the basis of potential impact to safety, health, or the environment, pursuant to applicable Law) constituting or contained in the goods is suitable for use and transport and is properly packaged, marked, labelled, documented, shipped, and/or registered under applicable Law. Seller shall provide with the goods: (i) safe use instructions; (ii) hazard communications; (iii) safe transport and labelling information; (iv) regulatory, compliance, and certification documentation; and for chemical substances and mixtures (v) safety data sheets (MSDS/SDS) in all readily available languages, including in the language(s) of the locations where the goods are delivered to Buyer or its designee. Upon request, Seller shall provide the chemical composition of the goods and any other relevant information regarding the goods, including without limitation, test data and safe use and hazard information, subject to reasonable protection of Seller's confidential business information. Notwithstanding the foregoing, Seller Covenants that none of the goods contains any of the following: (A) arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls, polybrominated biphenyls, polybrominated diphenyl ethers, nanoscale materials; or (B) any chemicals that are restricted or otherwise banned under applicable Law, including but not limited to the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations, unless Buyer expressly agrees to such in writing.

(c) **Waste Management.** Seller Covenants that it shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable Law that it generates in the performance of any services or the supplying of any goods under the Order, including while at a Site or a Seller Group location, including responsibility for managing such wastes in accordance with applicable Law.

(d) **Residual Risk Summary and Hazardous Area Identification.** If and to the extent Seller utilizes designs that are not provided directly by Buyer (e.g., in case of Seller designs or designs of Subcontractors), the following clauses shall apply:

(A) **Risk Assessment.** Seller Covenants that it will review and assess the safety of all goods (and any portion thereof) supplied to Buyer under the Order by conducting a safety risk assessment pursuant to the principles defined in ISO Standard 12100:2010 (Safety of Machinery - General Principles for Design - Risk Assessment and Risk Reduction) and its related guidelines, and that it either has adopted, or will promptly adopt, the safety measures so identified. If, notwithstanding the implementation of such safety measures, certain risks remain ("**Residual Risks**"), Seller shall immediately and clearly notify Buyer of such Residual Risks in a Residual Risk Summary which shall also be included in the relevant manuals to be provided to Buyer as part of the Order.

(B) **Hazardous Area Identification.** If any of the goods (or any portion thereof) to be provided to Buyer under the Order will or might produce combustible gas, vapor, and/or liquid, or present a combustible dust, Seller shall provide to Buyer a Hazardous Area Classification Report, as pursuant to IEC Standard 60079-10 ("Electrical apparatus for explosive atmospheres, Part 10-1 Explosive gas atmospheres, Part 10-2 Explosive dust atmospheres"), clearly and properly identifying all potential combustible dust or gas, vapor, and/or liquid leak sources and, for each potential leak source, the specific combustible dust or gas, vapor, and/or liquid type, as well as the pressure, temperature, and frequency of the condition. The Hazardous Area Classification Report shall consider the entire life cycle of the relevant goods, materials, products, and/or items (or any portion thereof), including but not limited to their commissioning, use, and maintenance. Seller shall refer to IEC Standard 60079-10 for the specific methodologies and requirements concerning the Hazardous Area Classification Report.

15.3 **Labor.** Seller Covenants that, if applicable, it will comply with Section 211 of the U.S. Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts), or with any comparable Law prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform Buyer of any alleged violations, notice of filing of a complaint, or investigation related to any such allegation or complaint. Seller further Covenants that no goods or services supplied under the Order have been or will be produced, directly or indirectly: (a) utilizing forced, indentured, or prison labor; (b) utilizing the labor of persons younger than sixteen (16) years of age, or in violation of the minimum working age Law in the country of manufacture of the goods or performance of the services under the Order, whichever is higher; (c) in violation of minimum wage, hours or days of service, overtime, or other laws governing the timing, method, and amounts to be paid to workers

as required by applicable local Law; (d) in violation of the workers' right to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by applicable local Law; (e) in violation of the principle that workers should be hired, paid, and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age, and other characteristics protected by applicable local Law (which shall not bar compliance with affirmative preferences that may be required by such Law); (f) subjecting workers to any form of sexual or other harassment, compulsion, or coercion, including, but not limited to, harassment based upon any protected characteristic, including age, race, national origin, religion, disability, gender, and other characteristics protected by applicable Law; or (g) in violation of the U.K. Modern Slavery Act. If forced or prison labor, or labor below applicable minimum working age is determined to have been used in connection with the Order, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller. Seller shall indemnify, defend, and hold Buyer and its Affiliates harmless from all costs and expenses related to any Claims brought against Buyer, its Affiliates, or its or their customers arising out of or related to Seller's violation of applicable labor or employment Law, including but not limited to, any Claims arising out of or related to Seller's failure to pay minimum wage, overtime wages, and/or any other compensation or benefits owed to Seller's employees.

15.4 **Immigration and Visa.** Seller Covenants that it will comply with all Law applicable from time to time to work permits, immigration, and visas, and shall timely provide the payment of any related administrative charges, fees, or costs to the relevant authorities. Seller Covenants that it will perform the activities set forth in this Section 15.4 and will take all actions required in connection with such activities on an autonomous and independent basis, relying on its own capabilities and resources, and without any support or assistance from Buyer. If Buyer, at Seller's request but at Buyer's option, provides support or assistance to Seller in connection with the activities of this Section 15.4, Seller shall release Buyer from all liability in connection with such activities, so far as permitted by Law, and furthermore shall indemnify and hold harmless Buyer and its Affiliates as well as its or their directors, officers, employees, agents, representatives, successors, and assigns, against any and all Claims arising from any act or omission of Buyer or its Affiliates in connection therewith. In the event the activities hereto are assigned or sub-contracted by Seller pursuant to Section 13, Seller shall ensure that any Subcontractors shall comply with this Section 15.

15.5 **Anti-Dumping.** Seller Covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under U.S. Law (19 U.S.C. Sec. 1671 et seq.), E.U. (Regulation (EC) Regulation (EU) 2020/1173 of 4 June 2020 amending Regulation (EU) 2016/1036, Commission Decision No. 2277/96/ECSC of November 28, 1996), as amended, or comparable Law in such jurisdictions and/or any other country to which the goods may be exported. To the full extent permitted by Law, Seller will indemnify, defend, and hold Buyer harmless from and against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by Law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty. In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered by Buyer from Seller, Buyer may terminate the Order free from any further liability to Seller of any nature whatsoever. In the event that any jurisdiction imposes punitive or other additional tariffs on goods subject to the Order in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Buyer shall have the right to immediately terminate the Order without further compensation to, or liability toward, Seller.

15.6 **Duty Drawback.** If Seller is the importer of record into the U.S. for any goods, including any component parts thereof, associated with the Order, Seller shall provide to Buyer all the required documentation for duty drawback purposes, which includes Customs Form 7552 entitled "Certificate of Delivery," properly executed, as well as Customs Form 7501 "Entry Summary", and a copy of Seller's invoice.

15.7 **Export Controls.** The Order and all items furnished by Buyer to Seller in connection herewith shall at all times be subject to U.S., E.U., and/or other applicable export control Law. Further, Seller agrees and gives assurance that no items, equipment, materials, services, technical data, technology, software, or other technical information or assistance furnished to Seller by Buyer, or any good or product resulting therefrom, shall be exported or re-exported by the Seller Group or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on the Order, unless in accordance with applicable export Law. The aforementioned obligations shall survive any satisfaction, expiration, termination, or discharge of any other contract obligations. If the Seller is in the E.U., Seller shall provide Buyer with copies of any export authorization required for the export of Seller's goods, materials or items outside the E.U. in accordance with any applicable export control Law or regulation. If the Seller is based in a country not belonging to the E.U., Seller shall provide Buyer with copy of any export authorization required for the exportation of Seller's goods, materials or items in accordance with any applicable export control Law or regulation. U.S. based Sellers of Equipment or any components shall be responsible for obtaining from the U.S. authorities any required authorization for re-export into the country of ultimate destination to be designated by Buyer, in accordance with any applicable export control regulations.

15.8 **Subcontractor Flow Downs for U.S. Government Commercial Items Contracts.** If the goods and/or services being procured by Buyer from Seller are in support of a U.S. Government end customer, or an end customer funded in whole or part by the U.S. Government, directly or through a prime contractor, Seller Covenants to comply with the terms and conditions applicable to goods and/or services procured for the U.S. Government, attached to or stated in the Purchase Order. The version of these U.S. Government clauses/provisions/requirements shall be those that are in effect as of the date of the Order.

16. **CONFIDENTIALITY AND PUBLICITY.** "Confidential Information" means any of Buyer's or a Buyer Affiliate's property furnished to or obtained by Seller Group in connection with the Order (including, any drawing, specification, data, goods, or information),

and any information derived from them. Confidential Information also includes the terms of the Order. During the term of the Order and for a period of ten (10) years after the Order terminates, and for Confidential Information that is a trade secret for as long as that Confidential Information remains a trade secret, the Seller Group will: (a) use the Confidential Information solely as is required to perform their obligations under the Order; (b) protect the Confidential Information with at least a reasonable standard of care to prevent disclosure of the Confidential Information; (c) promptly notify Buyer if any Confidential Information is disclosed in breach of the Order; (d) make copies of Confidential Information only as may be required to perform the Order, and all such permitted copies must be marked "Confidential – Do Not Use, Disclose, Reproduce or Distribute without Natural Gas Solutions North America LLC Permission"; (e) stop using any Confidential Information upon termination or completion of the Order; and (f) upon Buyer's request, promptly return or destroy, at Buyer's option, all Confidential Information and copies thereof (except the terms of the Order) and certify such return and/or destruction to Buyer in writing. The Seller Group may destroy all Confidential Information contained on system backup media according to the Seller's backup policy. Seller may disclose Confidential Information to Seller's employees who have a need to know and who are bound in writing to confidentiality obligations and use restrictions at least as restrictive as those in the Order. Seller may also disclose Confidential Information to comply with a legal obligation, but only after promptly notifying Buyer of its disclosure obligation so that Buyer may seek an appropriate protective order. Confidential Information does not include information that can be shown by written evidence that: (i) is or becomes publicly available other than as a result of disclosure by Seller Group; (ii) was available on a non-confidential basis to Seller Group before its disclosure to Seller Group; (iii) is or becomes available to Seller Group on a non-confidential basis from a source other than Buyer or its Affiliates; or (iv) was independently developed by Seller, without reference to the Confidential Information. The confidentiality terms of the Order supersede the terms of any prior non-disclosure agreement ("NDA") concerning pre-Order negotiations with regard to all Confidential Information disclosed under the prior NDA. Except to the extent required by Law, the Seller Group shall not release information with respect to the existence or terms of the Order or any related document and shall not use the name, logo, trademarks, photographs, or any reference to Buyer or its Affiliates in advertising, marketing, public relations, or similar publications without the prior written authorization of a duly authorized representative of Buyer or the relevant Buyer Affiliate.

17. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall indemnify, defend, and hold Buyer, its Affiliates, and its and their clients, employees, officers, directors, representatives, and agents harmless from and against any Claims arising out of any actual or threatened infringement of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or any litigation based thereon, with respect to any goods and/or services (or part thereof), or the use of any goods and/or services provided under the Order. Any settlement of such suit, claim, or proceeding shall be subject to Buyer's consent. If use of the goods and/or services is enjoined, Seller shall, at Seller's expense and at Buyer's option, promptly either procure for Buyer the right to continue using the good or service or replace the same with a non-infringing equivalent.

18. SUPPLY CHAIN SECURITY REQUIREMENTS. Seller shall maintain a written security plan consistent with the Customs Trade Partnership Against Terrorism ("C-TPAT") program of U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the European Union ("EU AEO") and similar World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (collectively, "**SAFE Framework Programs**") and implement appropriate procedures pursuant to such plan (the "**Security Plan**") including with its sub-tier suppliers and transportation providers. Seller shall, upon request of Buyer, certify to Buyer in writing that the Security Plan of each of its sub-tier suppliers' and transportation providers' comply with all applicable SAFE Framework Programs.

19. PACKING, PRESERVATION AND MARKING. Seller shall ensure its packing, preservation, and marking is in accordance with the specification drawings and any specifications that apply to the Order; or, if not specified, with the best commercially accepted practices, and at a minimum with applicable Law. Seller shall place all markings in a conspicuous location as legibly, indelibly, and permanently as the nature of the article or container will permit. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading.

20. LIMITATION OF LIABILITY. Nothing in the Order shall exclude or limit (a) Seller's liability under Sections 5, 12, 17, and 20 hereof; or (b) Seller's liability for fraud, personal injury, or death caused by its negligence or willful misconduct. IN NO EVENT SHALL BUYER'S MAXIMUM LIABILITY TO SELLER EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE UNDER THE ORDER. Notwithstanding anything contrary in the Order, in no event shall Buyer be responsible for Seller's loss of profit or for any indirect, special, punitive, and/or consequential damages, REGARDLESS OF FAULT OR CAUSE.

21. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the terms of the Order, for any failure or delay in fulfilling or performing any term of the Order, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, [OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS,] or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give prompt notice, which in no case shall be more than five (5) days after the onset of the Force Majeure Event, to the other party, stating the period of time the failure or delay is expected to

continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as practicable after the Force Majeure Event, but in no event longer than a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 21, the other party may thereafter terminate this Order upon fifteen (15) days' written notice.

22. RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Order.

23. GOVERNING LAW. The Order shall in all respects be governed by and interpreted in accordance with the substantive laws of the State of Texas, U.S., excluding its conflicts of law provisions.

24. DISPUTE RESOLUTION. Any dispute arising out of or in connection with the Order, including any question regarding its existence, interpretation, validity, or termination, will be resolved in accordance with this Section 24.

(a) In the event the total amount in dispute is below US\$100,000, it shall be determined by proceedings administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures, as modified by the ICDR Online Protocol for Manufacturer/Supplier Disputes then in effect (see the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at <https://www.icdr.org/>).

(b) In the event the total amount in dispute is equal to or higher than US\$100,000, the parties agree to submit the matter to settlement proceedings under the International Chamber of Commerce Mediation Rules (the "**ICC Rules**"), without prejudice to either party's right to seek interim emergency or conservatory measures of protection at any time. If the dispute has not been settled pursuant to the said Rules within sixty (60) days following the filing of a Request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the ICC Rules of Arbitration by one (1) or more arbitrators appointed in accordance with the said Rules of Arbitration. The period of sixty (60) days shall be reduced in accordance with the ICC Rules in the event either party seeks the appointment of an emergency arbitrator. The seat, or legal place, of the mediation and arbitration shall be Houston, Texas. The language to be used in the mediation and in the arbitration shall be English.

25. WAIVER. No claim or right arising out of a breach of the Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

26. ELECTRONIC COMMERCE. For contract formation and all other purposes, each electronic message sent between the parties will be deemed, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) "written" and a "writing"; (b) "signed"; and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the enforceability of any such electronic message on any grounds. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature.

27. DATA PROTECTION.

27.1 Access to Systems. Seller acknowledges to complete its obligations under an Order it may be provided with access to certain of Buyer's, its Affiliates', or its and/or their customers' computer, software, and/or communications systems and networks (collectively, the "**Systems**") for the purposes set forth in this Agreement.

27.2 Restrictions on System Access. The Seller shall access the Systems solely for legitimate business purposes in furtherance of Seller's business relationship with Buyer, its Affiliate(s), and/or its or their customer(s). Seller shall notify through electronic communications that access to the Systems is necessary. Seller shall take all necessary actions to prevent improper access to, or use of, the Systems, and Seller shall be liable for the actions or omissions of any parties for which it provides or enables access to the Systems. Seller shall take appropriate measures to ensure that Seller's systems connecting to the Systems, and anything provided to Buyer through such systems do not contain any Disabling Device. For purposes of this Agreement, "**Disabling Device**" means any programs, mechanisms, programming devices, malware, or other computer code (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms"); (ii) that would disable or impair the operation thereof or of any of the Systems in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices); (iii) is designed to or could reasonably be used to permit a party or any third party to access the Systems (referred to as "trojans", "traps", "access codes" or "trap door" devices); or (iv) is designed to or could reasonably be used to permit a third party to track, monitor, or otherwise report the operation and use of the Systems.

27.3 Ownership of Information. Except for information owned by Seller prior to input into the Systems, as between the parties, all information including data created, stored, or contained in the Systems, is the property of Buyer or its applicable Affiliate, or its or their applicable customer(s) (herein referred to as "**Information**"). Seller hereby assigns, to the extent it has the right to do so, all of its interests in, rights and title to such Information to Buyer. Buyer, its Affiliate(s), and its or their respective customer(s) reserve the right to access and

disclose all information and data, whether or not owned by Seller, that is sent through or stored in the Systems.

27.4 **Use of Information.** If any Information is made available or accessible to the Seller, pertaining to Buyer's, its Affiliates', or its and/or their customers' business or financial affairs, projects, transactions, or clients, Seller shall not store, copy, analyze, monitor, or otherwise use that Information except for the purposes set forth in the applicable Order for the benefit of Buyer. To the extent Buyer grants Seller access to Information, or Seller has access to, or stores or holds, any Information, Seller agrees to: (a) access and use the Information solely for the purpose of completing its obligations under an applicable Order; (b) maintain physical, technical, and administrative safeguards that meet or exceed industry standards for Seller's industry to protect the Information against unauthorized access, use, or disclosure while it is accessible to or held by Seller ("**Data Safeguards**"); and (c) not disclose the Information to any third party, except: (i) to Seller's employees, consultants, or contractors who need to have access to such information and solely for purposes of completing Seller's obligations under the Order, provided that such recipients are bound by confidentiality provisions no less restrictive than those set out herein; and (ii) to the extent required by a judicial order or other legal obligation, provided that, to the fullest extent permitted by law, Seller will promptly notify Buyer of such a required disclosure to allow intervention by Buyer (and will cooperate with Buyer) to contest or *minimize* the scope of the disclosure. Seller agrees that it will monitor and test its Data Safeguards from time to time, and further agrees to adjust its Data Safeguards from time to time in light of relevant circumstances or the results of any relevant testing or monitoring.

27.5 **Personal Information.** All personal data to which Seller has access during their performance under the Order, as between Seller and Buyer, will remain the property of Buyer. Buyer hereby consents to the use, processing and/or disclosure of personal data only for the purposes described herein and to the extent such use or processing is necessary for Seller to carry out its duties and responsibilities under the Order or as required by Law. Seller will comply fully with all applicable Law relating to personally identifiable information ("**PII**") and data privacy with respect to any such data that Seller receives or has access to in furtherance of their obligations under the Order. Seller will otherwise protect PII and will not use, disclose, or transfer such PII across borders except as necessary to perform under the terms of the Order or as authorized by the data subject or in accordance with applicable Law. To the extent that Seller receives PII related to the performance of the Order, Seller will protect the privacy and legal rights of Buyer's, its Affiliates', or its and/or their customers' personnel, clients, and contractors, as applicable. Seller will not transfer personal data to third parties other than through its underlying network provider to perform its obligations under the Order.

27.6 **Notification of Security Breach.** If Seller suspects or becomes aware of any suspected any loss or unauthorized use, disclosure, acquisition of, or access to any the Information or Systems, or becomes aware of any other security breach relating to personal data held or stored by Seller in connection with the performance of the Order ("**Data Breach**"), Seller shall immediately notify Buyer in writing. Such notice shall summarize in reasonable detail the effect on Buyer, if known, of the Data Breach and the corrective action taken or to be taken by Seller. Seller shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with Buyer, at Seller's expense, in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. Seller will defend, indemnify, and hold Buyer, its Affiliates, and its and their respective officers, directors, employees, and agents, harmless from and against Claims arising out of or relating to any third-party claim arising from breach by Seller of its obligations contained in this Section 27, except to the extent resulting from the acts or omissions of Buyer.

28. **ENTIRE AGREEMENT.** The Order is intended as a complete, exclusive, and final expression of the parties' agreement with respect to the subject matter herein and, unless otherwise expressly agreed in writing between the parties, supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. The Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of the Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of the Order, or any part thereof, shall not affect the remainder of such sentences, articles, or paragraphs or any other sentences, articles, or paragraphs of the Order, which shall continue in full force and effect. Further, the parties agree to give any such article or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Seller. All provisions or obligations contained in the Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of an Order will survive and remain binding upon and for the benefit of the parties, their successors (including without limitation successors by merger) and permitted assigns including, without limitation, Sections 4, 5, 7, 8, 9, 11, 12, 14, 15, 16, 17, 20, 23, 24, and 27.

ANNEX A

Company Name: _____

Address: _____

Telephone number: _____

Date: _____

**DECLARATION
To Whom It May Concern**

Shipment of goods as per our invoice no. _____

The undersigned _____, in his/her capacity as _____ at _____, a company having its registered office at _____, hereby declares that the goods described on the invoice/s listed below:

are **not** included on the list of dual use items and technologies referred to in Section 3 of E.U. Regulation No. EC 428/2009, as amended and supplemented; are not, directly or indirectly, in full or in part, military nor originally designed as components of any weapon, instrument or supply for military use, are not intended for export to any embargoed country in whose respect a military embargo has been established by any competent international agency, and are not for resale to an extra-E.U. buyer.