

CROSTOWN POWER GMBH

TERMS AND CONDITIONS OF PURCHASE

The purchasing terms and conditions stated below shall form a part of any contract, agreement, purchase order resulting from any part of the products, work or other services covered by these General Terms and Conditions (GTC), unless expressly excepted on the face of this contract. CROSTOWN POWER GmbH is BUYER.

1. The Contract (Purchase Order) constitutes the entire agreement between BUYER and Supplier with respect to the performance of the Scope of Supply and supersedes all previous negotiations, representations and/or agreements between the Parties, both written and oral. The Contract shall become a binding Agreement at the Effective Date of the Contract. In particular, all standard or other sales terms submitted by Supplier in any of Supplier's documents, communications or acknowledgements, whether prior to or after the Effective Date, are hereby excluded unless expressly incorporated in the Contract or otherwise agreed in writing by both Parties.
2. It is Supplier's responsibility to check and verify the documentation provided by BUYER for the purposes of the execution of the Contract and to notify BUYER in writing in the event of any discrepancies, errors or inadequacies within the documentation. If no such notification takes place within five (5) Days after receipt of the documentation, the documentation shall be deemed to be accepted.
3. In case of contradiction between the said documents, the following order of priority shall apply:
 - a. Latest version of the Contract issued by BUYER
 - b. Contract documents signed by both Parties
 - d. BUYER's specifications
 - e. BUYER's Terms and Conditions
 - f. Supplier's/Contractor's offer documents (Excluding Supplier's Terms & Conditions, unless otherwise agreed)
4. **DELIVERY:** Conforming to the Delivery Date is an essential requirement for the Contract. Supplier shall deliver the Scope of Supply and the related documentation in the quality and at the date(s) specified in the Contract. Delivery Date shall be deemed to have been met only for Scope of Supply and documentation which is in conformity with the Contract. Time extensions shall only be accepted in Change Orders or, to the extent agreed by BUYER, in case of Force Majeure events.

In the event of actual or foreseeable delay, Supplier shall immediately notify BUYER giving details of its proposed action plan to be implemented at Supplier's cost in order to mitigate such delay. In the event that BUYER deems that such Supplier proposal is inadequate, BUYER reserves the right to provide a revised, reasonable action plan and Supplier shall implement such plan at Supplier's cost. Any actions by Supplier in accordance with this clause or any BUYER's proposals, or lack of BUYER's proposals, shall not relieve Supplier of its liability for delay.

Where liquidated damages for late delivery are agreed by the Parties and expressly stated in the Contract, Supplier shall pay liquidated damages at the rate specified in the Contract. If no liquidated damages are stipulated in the Contract, BUYER shall be entitled to all remedies provided by the applicable law in case of late delivery, including but not limited to termination of the Contract for cause.

5. **TITLE:** Unless otherwise required by the applicable compulsory law, title to the Scope of Supply and parts thereof shall be transferred to BUYER as soon as parts of the Scope of Supply have been finished.

Until delivery of the Scope of Supply, Supplier shall store and insure the same separately at its own cost and clearly mark and identify it as BUYER's ownership.

Supplier undertakes to impose corresponding obligations to its sub-suppliers in order to ensure that BUYER's rights under this clause 5 shall also apply to sub-supplies related to the Scope of Supply.
6. **PRICE & PAYMENT CONDITIONS:** Unless otherwise stated in the Contract, the agreed purchase prices shall be fixed prices as indicated in the Suppliers/Contractors acknowledged offer, which shall remain unchanged until completion of the Contract and shall include packaging and freight costs as well as taxes and duties **exclusive** of VAT / Value Added Taxes.
 - Payment terms shall be net sixty (60) Days from receipt of the Scope of Supply and acceptance of the invoice by BUYER.
 - VAT is not chargeable on Cross-Border transactions within the EU and EFTA for Services Contracts
 - The payment by BUYER of any sums under the Contract does not signify acceptance of any of the Scope of Supply nor does such payment relieve Supplier of any of its obligations under the Contract.
7. Supplier shall comply with BUYER's, and BUYER's End-Clients ("Customer's") and Supplier's Quality Assurance requirements, which will include the production of work procedures and/or method statements and quality inspection plans. Supplier shall provide BUYER a copy of its Quality Assurance documentation upon BUYER's written request. Supplier will utilise Best-Available-Technology and State-of-the-Art Know-How in the provision of Services products.
8. **CHANGE ORDER:** At any time BUYER has the right to instruct Supplier in writing to vary the Scope of Supply, and Supplier shall proceed with such variation as instructed. Variations may include Changes as defined herein.

If any Change affects the price and/or Delivery Date, Supplier shall inform BUYER in writing of the effects thereof within three (3) working days of receipt of BUYER's instruction and an equitable adjustment shall be made to the Contract Price and/or Delivery Date. Should Supplier fail to notify BUYER of such effects within the required time- scale, then Supplier waives all rights to any adjustment. Save as aforesaid, Supplier shall not make any alteration in or modification of the Scope of Supply
9. **ACCEPTANCE:** Unless otherwise agreed upon in writing, acceptance shall take place after delivery at the place of destination or after putting into commercial operation at BUYER's or Customer's place, whichever occurs latest. Payment for Scope of Supply in whole or part will not constitute acceptance.

Supplier expressly warrants that the entire Scope of Supply covered by the Contract will conform to specifications, drawings, samples, performance guarantees or any kind of description furnished or specified by BUYER and forming part of the Contract, will be merchantable, of good and new material, state-of-the-art workmanship as usually applied for such Scope of Supply and free from defects. Supplier expressly warrants that any design carried out by Supplier together with the material specified in the Contract will be fit and sufficient for the purpose specified. If certificates, test reports or similar documents form part of the agreed Scope of Supply, the data contained therein shall be deemed as warranted characteristics, even if such certificates originate from Supplier's sub-suppliers.

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Supplier guarantees that all Scope of Supply to be delivered under the Contract will be free of any lien, encumbrance or claim of any nature by any third party. Further, Supplier shall not claim any lien, charges, attachment or other similar claim on the Scope of Supply or on any property of BUYER or Customer and shall indemnify and hold harmless BUYER and its Customer against any lien, charge, attachment or other similar claim by Supplier and Supplier's sub-suppliers or any other third party to Supplier in connection with the Scope of Supply. Supplier shall indemnify and defend BUYER and the Customer against any and all claims, demands, actions, suits, proceedings and judgments which may be brought or secured against by reason of Supplier's failure under this clause

10. **APPLICABLE LAW:** Supplier warrants that it will comply with the requirements of the Contract and with all applicable laws, statutes, rules and regulations for the execution of the Contract. Supplier hereby indemnifies and holds BUYER harmless for all costs and expenses (including legal costs), penalties and fines incurred as a result of a failure by Supplier to comply with this requirement.
11. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY:** A separate agreement governs this aspect of the Contract.
12. **TERMINATION FOR CAUSE:** In the event Supplier shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver, administrator or liquidator shall be appointed on account of Supplier's insolvency, ceasing to trade or failing to pay debts, or in the event a Supplier is in default of any requirements under the Contract, BUYER may, by written notice to Supplier, without prejudice to any other rights or remedies which BUYER may have under the Contract, cancel further performance by Supplier under the Contract. In the event of such cancellation, BUYER may complete the performance of the Contract by such means as BUYER selects and Supplier shall be responsible for any additional costs incurred by BUYER in so doing. Supplier shall deliver or assign to BUYER any Scope of Supply in progress as BUYER may request. Any amounts due to Supplier for the portion of Scope of Supply completed by Supplier in full compliance with the terms of the Contract prior to such termination shall be subject to set off of BUYER's additional costs of completing the Contract and other damages incurred by BUYER as a result of Supplier's default.
13. **SUSPENSION:** Upon receipt of BUYER's notice to suspend the performance of the Contract or any part thereof, Supplier shall cease work on the suspended parts of the Contract until receipt of BUYER's written notice to resume and shall take such actions as may be necessary to protect and safeguard the part(s) of the Scope of Supply affected by the suspension.
Unless BUYER's notice to suspend the Contract is attributable to an act or omission of Supplier or its sub-suppliers, the Delivery Date shall be adjusted to account any actual delivery directly resulting from suspension and the Contract Price shall be adjusted in respect of Supplier's reasonable substantiated direct costs incurred as a result thereof.
14. **EXPORT INDEMNIFICATION:** Supplier hereby represents and warrants that it is and will remain in compliance with the requirements of all Applicable Export Laws. Such requirements include but are not limited to obtaining all required authorisations or licenses for the export or re-export of any Export Item. Supplier hereby indemnifies BUYER from any penalties or costs incurred due to compliance or non-compliance pertaining to Applicable Law.
15. **ASSIGNMENT:** This contract may not be unilaterally assigned by Supplier to a third party without the explicit written approval of BUYER
16. **SUB-SUPPLIERS:** Supplier will seek approval from BUYER for any sub-suppliers that it may use in the performance of this Contract.
17. **SEVERABILITY:** If a provision of the Contract is determined to be void or unenforceable, this finding shall not render other provisions void or unenforceable, and BUYER and Supplier shall make their best endeavours to replace such provision by a valid one covering the original commercial intention as far as legally possible.
18. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** This contract shall be construed according to the laws of SWITZERLAND. This contract may not be assigned by either party without the written consent of the other party.
19. **EXCUSABLE DELAYS:** In case the delivery under the Contract is affected by a Force Majeure event, Supplier shall immediately inform BUYER in writing and provide reasonable evidence of such Force Majeure event. In the event of delay in performance due to such Force Majeure event, the Delivery Date or time for completion of the Services will be extended to reflect the length of time lost by reason of such delay. If the grounds for Force Majeure continue for more than one (1) month, both Supplier and BUYER may terminate the Contract upon seven (7) Days written notice to the other Party. Parties will endeavour to fulfil open contractual agreements within a reasonable time period.
20. **LIABILITY:** To the extent provided for in this Contract or the applicable law, Supplier shall be liable for all damages caused to BUYER by (i) Supplier, its directors, officers, employees, successors and/or assignees and/or (ii) Supplier's sub-suppliers, their directors, officers, employees, successors and/or assignees.
21. **ENTIRE AGREEMENT:** These General Terms and Conditions constitutes the entire agreement between the BUYER and Supplier. And no representation or statement not contained in this Contract shall be binding upon BUYER.