General Terms of Contract for Sale of Products and Services. Form ESY104P

NOTICE

Sale of any Products or Services by Seller is subject to Buyer's assent to these General Terms of Contract. Any acceptance of Seller's offer is expressly limited to acceptance of these General Terms of Contract, and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form will modify these General Terms of Contract even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these General Terms of Contract. Unless otherwise specified in the offer, Seller's offer will expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. DEFINITIONS

"**Buyer**" means the entity to which Seller is providing Products or Services under the Contract.

"**Contract**" means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Contract, Seller's final offer, the agreed scope of work, and Seller's order acknowledgement. In the event of any conflict or discrepancy between these General Terms of Contract and the other Documents included in the Contract, the following order of precedence shall apply: 1) Seller's final offer, 2) the agreed scope of work. 3) these General Terms of Contract, and 4) Buyer's Purchase Order.

"**Contract Price**" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments, if any, in accordance with the Contract.

"**Documents**" means all printed materials in physical or electronic form relating to or referencing the Products or Firmware provided by Seller to Buyer at the time of purchase, including technical specifications, drawings, manuals, schematics and diagrams.

"**Dollars**" and "**$**" mean the lawful currency of the United States of America.

"**EU**" means the European Union.

"**Firmware**" means software in executable or object-code format only provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a non-party and software applications licensed separately. Firmware does **not** include source code or other human-readable forms of the software.

"**General Terms of Contract**" means these "General Terms of Contract for Sale of Products and Services," including any relevant addenda referred to in article 18, together with any modifications or additional provisions specifically stated in Seller's final offer or specifically agreed upon by Seller in writing.

"**Hazardous Materials**" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled under any applicable national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement.

"**Incoterms 2020**" means Incoterms® 2020, the International Chamber of Commerce's rules for the use of domestic and international trade terms, and "**FCA**" has the meaning given in Incoterms® 2020.

"**Insolvent**" in relation to a party, means that: (i) the party has filed a voluntary petition under any bankruptcy, insolvency or other similar law seeking liquidation, reorganization or other relief, or has consented to the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property, or has made a general assignment for the benefit of creditors, or has taken any corporate action to authorize any of the foregoing, or has failed, or become unable, to pay its debts as they become due; or (ii) an involuntary petition has been filed against the party under any bankruptcy, insolvency or other similar law seeking liquidation or reorganization of, or other relief against, the party or the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property; or (iii) an order for relief under any such law has been entered against the party.

"**Non-party**" (even if not capitalized) means any Person other than a party to the Contract.

"**Person**" (even if not capitalized) means a natural person or legal entity.

"**Products**" means the equipment, parts, materials and supplies that Seller has agreed to supply to Buyer under the Contract.

"**Seller**" means the entity providing Products or performing Services under the Contract.

"**Services**" means the services Seller has agreed to perform for Buyer under the Contract.

"**Site**" means the premises (other than Seller's premises) where Products are used, or Services are performed.

"**U.S.**" means the United States of America.

2. PAYMENT

2.1 Seller shall invoice, and Buyer shall pay, the Contract Price in accordance with this section 2.1. Seller shall issue invoices upon shipment of Products and as Services are performed, or, if the Contract Price is two hundred fifty thousand Dollars ($250,000) or more, Seller shall issue invoices for progress payments starting with twenty-five percent (25%) of the Contract Price on the earlier of the date of signing of the Contract or the date of issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("**Progress Payments**"). Buyer shall pay all invoiced amounts by direct bank transfer, from its own account and with its own funds, to Seller's bank account, in the currency specified in the Contract, without set-off, within thirty (30) days from the invoice date, inclusive of the Buyer's internal invoice approval process. Remittance notification of payment is to be sent to the contact listed on the invoice. Invoicing and payment shall be in accordance with the Contract. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late-payment charge computed at the rate of one and a half percent (1.5%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the Contract Price is set in a currency other than Dollars, references to amounts in Dollars in this section 2.1 mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the period for performance of the Contract, Seller is entitled to compensation in accordance with the Contract Price escalation mechanism, if any, specified in Seller's offer. If the Contract does not include a price escalation mechanism and Seller can demonstrate that the continued performance of its contractual obligations has become materially more onerous due to an excusable event referred to in article 10 (including evolution of any such event preexisting at the time of signing of the Contract), the parties shall, within a reasonable time after notice by Seller to Buyer, negotiate alternative contractual terms or a mitigation plan that reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was preexisting at the time of signing of the Contract. In its notice under this section 2.1, Seller shall give Buyer reasonably detailed information about the event affecting Seller's contractual obligations, the affected obligations themselves and the extent to which the event affects or will affect its performance of the Contract. The parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable law. Where an agreement is reached, the parties shall start implementing the agreed measures immediately, pending the signing of the relevant amendment to the Contract. If the parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days after Seller's notice, Seller may either suspend its performance of the affected part of the Contract or terminate the Contract, without incurring any liability to Buyer. If Seller suspends its performance of the relevant part of the Contract for more than one hundred eighty (180) consecutive days, either party may terminate the Contract by sending notice of termination to the other party. In case of termination of the Contract in accordance with this section 2.1, the parties shall settle their accounts accordingly as if the Contract had been terminated under section 11.4.

2.2 To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer will, before proceeding with payment, request Seller for Contract amendment as necessary to change the applicable bank account.

2.3 At Seller's request, Buyer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guaranty allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("**Payment Security**"). The Payment Security must be (i) in a form, and issued or confirmed by a bank, acceptable to Seller, (ii) payable at the counters of such bank or an advising bank, (iii) opened before commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days before commencement of Seller's performance of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer

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shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days after Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.4 Seller is not required to commence or continue its performance unless and until any required Payment Security, is received, operative and in effect, and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller is entitled to an equitable extension of the schedule and Seller may withhold shipment of the affected Products until Buyer is current on all payment obligations as set forth under the applicable Purchase Order. For the avoidance of doubt, any delay in shipment due to Buyer's late payment shall be credited to Seller in regard to the calculation of any liquidated damages. Any additional costs and expenses incurred due to postponed shipment shall also be the responsibility of Buyer. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller may require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. TAXES AND DUTIES

3.1 Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under the Contract ("Seller Taxes"). Buyer is responsible for all taxes, duties (including, for example, those resulting from the imposition of tariffs), fees, or other charges, however denominated and of whatever nature (including, for example, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto) imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Within one month after payment, Buyer shall give Seller official receipts from the applicable governmental authority for taxes deducted or withheld.

4. DELIVERIES; TITLE TRANSFER; RISK OF LOSS; STORAGE

4.1 For shipments that do not involve export, including shipments from one EU member state to another, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse. For export shipments, Seller shall deliver Products to Buyer FCA Port of Export. For any importation, Buyer must be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five percent (25%). Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Buyer and Seller agree on different transportation arrangements with cost of freight and delivery to destination included in the Contract Price, Seller is not responsible for any increase in transportation costs occurring after the Contract is signed unless caused solely by Seller's breach of contract, and Seller is entitled to invoice Buyer for the additional transportation costs it has actually incurred, subject to reasonable proof of such additional costs. Delivery times are approximate and are dependent on Seller's prompt receipt of all information necessary to proceed with the work without interruption. Any additional costs and expenses associated with the change in delivery location, with impact from any lack of clear access or resulting from changes in site conditions will be charged to the Buyer. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 If delivery time is firm and guaranteed, and Seller fails, for reasons exclusively attributable to its fault or negligence, to deliver Products and/or perform Services in accordance with the agreed time schedule, Buyer's sole and exclusive remedy for damages sustained as a result of such delay shall be liquidated damages in an amount corresponding to zero point five percent (0.5%) of the price of the delayed Products and/or Services, for each complete week (or pro-rata portion thereof) of delay (Taxes excluded). Both parties agree that the liquidated damages for delay are a genuine and reasonable pre-estimate of the loss the Buyer may suffer in the event of delay and that payment of such liquidated damages by Seller shall be in full and final satisfaction of Seller's liability for delay under the Contract. In no event shall Seller's liability for delay exceed the maximum amount of five percent (5%) of the price of the specific Products and/or Services delayed. Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed

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or prevented, directly or indirectly, by any cause beyond its reasonable control. Payment of these liquidated damages shall not release the Seller from its obligation to deliver the delayed Products and/or perform the delayed Services.

4.3 For shipments that do not involve export, title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For shipments from the U.S. to another country, title to Products (other than Firmware or other software) will pass to Buyer immediately after each item departs from the territory, territorial sea and overlying airspace of the U.S. The United Nations Convention on the Law of the Sea will apply to determine the U.S. territorial sea. For all other shipments, title to Products (other than Firmware or other software) will pass to Buyer on the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territory, territorial sea and overlying airspace of the country of export. When Buyer arranges the export or intra-EU shipment, Buyer will provide Seller evidence of exportation or intra-EU shipment acceptable to the relevant tax and custom authorities.

4.4 Risk of loss will pass to Buyer upon delivery in accordance with section 4.1, except that, for export shipments from the U.S., risk of loss will transfer to Buyer upon transfer of title.

4.5 If any Products to be delivered under the Contract, or any Buyer equipment repaired at Seller's facilities, cannot be shipped to or received by Buyer or the end-user when ready due to any cause attributable to Buyer, its other contractors or the end-user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, then: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment will be due; (iii) Seller is entitled to invoice Buyer for the costs of transportation to and handling (including rigging and railcar, where applicable) into the storage facilities, the costs of transportation from and rigging out of the storage facilities, and the costs of the railcar or other materials required to store the equipment, plus up to twenty-five percent (25%); and (iv) Buyer shall be directly responsible for payment and any other obligations relating to such storage facility, including, but not limited to, all charges required to release the Products for final delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review them and issue its response (either approval or disapproval with detailed reasons for disapproval) within ten (10) days of Seller's submittal. If Buyer fails to provide a response within ten (10) days, the submittal be deemed approved.

4.6 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer is responsible for, and retains risk of loss of, such equipment at all times, except that Seller is responsible for damage to the equipment while at Seller's facility to the extent, if any, that such damage is caused by Seller's negligence.

4.7 Buyer shall, at its own cost and expense, warrant free and clear access within the delivery site for purposes of Seller's ability to perform its obligations under the Contract including but not limited to delivery and warranty repairs.

5. WARRANTY

5.1 Seller warrants that Products will be delivered free from defects in title, and in material and workmanship under normal use and service and that Services will be performed in a competent, diligent manner in accordance with the specifications agreed in the Contract.

5.2 The warranty for Products will expire twelve (12) months from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services will expire twelve (12) months after performance of the Service, except that software-related Services are warranted for ninety (90) days from performance of such Services.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing before expiration of the warranty period. Seller's liability and Buyer's remedies under this warranty shall be limited at Seller's option, to repair or replacement of defective Products or parts of a defective Product and re-performing non-conforming Services. Decision

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on the location, method and extent of repairs or re-performance of Services rests solely with Seller. Seller shall be given a reasonable opportunity to investigate all claims, and no Products may be returned to Seller without authorization and instructions from Seller. If, despite its reasonable efforts, Seller is unable to repair or replace a defective Product, or perform non-conforming Services, Seller can, at its discretion, decide to refund or credit monies paid by Buyer for such defective Products or non-conforming Services, as applicable. No repair, replacement or re-performance by Seller under this section 5.3 will extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a defect or non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies in this article 5 are conditioned upon (i) proper storage, installation (if not performed by Seller, by properly certified installers or under the supervision of properly Seller certified supervisors), commissioning, use, operation and maintenance of Products, (ii) Buyer's keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, (iii) modification or repair of Products or Services only as authorized by Seller in writing and (iv) (when applicable) continuous connection of the Site, to allow remote monitoring by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This article 5 states the exclusive remedies for all claims based on failure of, or defect in, Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort or other extra-contractual liability (including negligence), strict liability or otherwise. Buyer acknowledges that this warranty may be deemed void by Seller until payment is received in full for all undisputed invoices. The warranties in this article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. *No implied or statutory warranty or condition of merchantability or satisfactory quality or of fitness for a particular purpose applies.*

6. CONFIDENTIALITY

6.1 Seller and Buyer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with the Contract. "**Confidential Information**" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, all prices for Products and Services are Seller's Confidential Information.

6.2 Receiving Party shall: (i) use the Confidential Information only in connection with the Contract and the use of Products and Services, (ii) take reasonable measures to prevent disclosure of the Confidential Information to non-parties, and (iii) not disclose the Confidential Information to anyone other than its own employees having a need to know such Confidential Information for the purpose stated in item (i) above. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other non-party with Disclosing Party's prior written permission, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted non-party that prohibits disclosure of the Confidential Information and as long as the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this article 6 do not apply to any part of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or

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becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process, provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without the other party's prior written approval. As to any individual item of Confidential Information, the restrictions under this article 6 will expire five years after the date of disclosure. This article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. INTELLECTUAL PROPERTY

7.1 Subject to the terms of the Contract, effective upon passing of title to the relevant Product, Seller grants Buyer a limited, non-exclusive license: (i) to use any Firmware or other software as provided with the Product; and (ii) for the internal benefit of Buyer only, to use, copy, distribute and display any Documents provided by Seller under the Contract. Buyer is not acquiring, and nothing herein is to be deemed to transfer any right, title or interest to Buyer in or to the Firmware or any such software or Documents other than the license granted in this section 7.1. Documents and Firmware or other software delivered for Buyer's use will remain subject to Seller's ownership and intellectual property rights, as applicable.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated non-party (a "**Claim**") alleging that Products or Services furnished under the Contract infringe a patent in effect in the U.S., a member state of the European Patent Organization or the country of the Site (as long as there is a corresponding patent issued by the U.S. or a member state of the European Patent Organization), or any copyright or trademark registered in the country of the Site, as long as Buyer (i) promptly notifies Seller in writing of the Claim, (ii) makes no admission of liability and does not take any position adverse to Seller, (iii) gives Seller sole authority to control defense and settlement of the Claim, and (iv) gives Seller full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 does not apply, and Seller has no obligation or liability, with respect to any Claim based on (i) Products or Services that have been modified or revised, (ii) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (iv) unauthorized use of Products or Services, or (v) Products or Services made or performed to Buyer's specifications, designs or instructions.

7.4 Should any Product or Service, or any part thereof, become the subject of a Claim, Seller may, at its option, (i) procure for Buyer the right to continue using the Product or Service, or applicable part thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) if Seller finds neither (i) nor (ii) is feasible, take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 This article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party retains ownership of all Confidential Information and intellectual property it had before the signing of the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, are owned exclusively by Seller. Buyer shall deliver assignment documentation as necessary to achieve that result.

8. INDEMNITY

Either party (each, an "**Indemnifying Party**") shall indemnify the other party (the "**Indemnified Party**") from and against claims brought by a non-party on account of personal injury or damage to the non-party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with the Contract. If the injury or damage is caused by joint or concurrent

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negligence of Buyer and Seller, the parties shall bear the loss or expense in proportion to their respective degrees of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered non-party property.

9. INSURANCE

During the term of the Contract, Seller shall maintain the following insurance coverage for its protection: (i) worker's compensation, employer's liability and other insurance required by applicable law with respect to work related injuries or disease of Seller's employees in such form and amount as required by applicable laws; (ii) automobile liability insurance with a combined single limit of one million Dollars ($1,000,000); and (iii) commercial general liability or public liability insurance for bodily injury and property damage with a combined single limit of one million Dollars ($1,000,000). If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. EXCUSABLE EVENTS

Seller is not liable or considered in breach of its obligations under the Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, including, for example, acts of God, fire, armed conflict, acts or threats of terrorism, risk of kidnapping, civil unrest, epidemic, pandemic, war (declared or undeclared), insurrection, strikes or other labor disturbances, or acts or omissions of any governmental authority or of Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller is also entitled to an equitable price adjustment.

11. TERMINATION AND SUSPENSION

11.1 Buyer may terminate the Contract (or the affected part thereof) for cause, if Seller (i) becomes Insolvent; or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, provided that (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller has not, within thirty (30) days after receipt of the notice, commenced and diligently pursued cure of the breach.

11.2 If Buyer terminates the Contract in accordance with section 11.1, then: (i) Seller shall reimburse Buyer for the difference between the part of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay Seller (a) the part of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected part thereof) immediately for cause if Buyer (i) becomes Insolvent, or (ii) commits a material breach of the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any part thereof) is terminated for any reason other than Seller's default under section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, expenses incurred by the Seller in expectation of completing the Contract, plus expenses reasonably incurred by Seller in connection with the termination, including cancellation or termination fees or charges that Seller must pay to subcontractors and sub-suppliers. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to eighty percent (80%) of the Contract Price applicable to uncompleted made-to-order Products and fifteen percent (15%) of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either party may terminate the Contract (or the affected part thereof) upon twenty (20) days' advance notice if an excusable event (as described in article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay Seller all amounts payable under section 11.4, provided that Buyer's payments shall include the

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cancellation charge for uncompleted Products if the excusable event leading to termination included an act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

12. COMPLIANCE WITH LAWS AND REGULATIONS

12.1 The parties shall comply with all applicable laws and regulations in the country of final (as well as any intermediate) delivery of Products or performance of Services, including those regarding fair competition (antitrust), public procurement (if applicable), environment, health and safety ("**EHS**") and records retention. Buyer acknowledges it has had access to, has reviewed and fully understands GE Vernova's integrity policies. Seller shall comply with the GE Vernova integrity policies. The GE Vernova integrity policies can be accessed electronically at https://www.gevernova.com/investors/governance.

12.2 Seller's obligations are subject to Buyer's compliance with all export-control, sanctions, antiboycott and other applicable trade control laws and regulations, including those of the U.S., EU, UK and Switzerland. If Seller determines that its continued performance of the Contract would violate, or be inconsistent with, any of such laws or regulations, or expose Seller to any punitive measure or detriment, Seller may suspend or terminate the Contract, without incurring any liability to Buyer, and without prejudice to Seller's right to receive payments of the Contract Price for work already performed and reimbursement of costs incurred as a result of the suspension or termination, as applicable. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as such on Seller's invoice. Without prejudice to the generality of the foregoing, Buyer shall not re-export any goods or technology referred to in: (i) paragraph 1 of article 12g of Council Regulation (EU) 833/2014, as amended, to Russia or for use in Russia; or (ii) paragraph 1 of article 8g of Council Regulation (EC) 765/2006, as amended, to Belarus or for use in Belarus. Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on Buyer's behalf (including, for example, the issuance of any payment securities, such as a letter of credit) is not subject to any trade control regulation that prohibits doing business with such bank, financial institution or entity. Non-compliance by Buyer with its obligations in this section 12.2 will be a fundamental breach of the Contract, for which Seller may, by notice to Buyer, immediately suspend its performance of, or terminate, the Contract, without prejudice to the exercise of any other rights or remedies that may be available to Seller.

12.3 Notwithstanding anything to the contrary in the Contract, Buyer shall promptly obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to conduct business and shall obtain visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

12.4 Buyer shall act in accordance with the United Nations Universal Declaration of Human Rights and the International Labor Organization Fundamental Principles and Rights at Work, including the following obligations: (i) to respect human rights of its employees and others; (ii) not to employ workers younger than sixteen (16) years of age or the applicable higher minimum age; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or subject to a penalty/punishment for resigning, including the charging of recruitment fees, withholding of pay, or withholding of immigration documents, or to engage in or abet trafficking in persons for forced labor or commercial sex act purposes; (iv) not to discriminate in employment or business operations; (v) to afford workers the freedom of association and right to

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collective bargaining in accordance with local law, and (vi) to provide workers a viable grievance mechanism free of retaliation.

12.5 Each party represents, warrants, and covenants that, in connection with the Contract, it has complied, shall comply, and shall cause its affiliates to comply, with all Improper Payment Laws and shall not pay, promise to pay, or authorize payments 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 Contract or the transactions contemplated under this Contract. As used in the Contract, "**Improper Payment Laws**" means all applicable laws, rules and regulations (including international treaties and conventions) regarding bribery, corruption, kick-backs, fraud, illegal payments and gratuities, or similar practices, including the Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Acts 1889-1916, the UK Bribery Act 2010, French Law n°2016-1691 of December 9, 2016 (Sapin II), and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable local anti-bribery laws, as well as all applicable anti-money laundering, anti-terrorism, and economic sanctions and anti-boycott laws, in each case as amended from time to time.

13. ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY MATTERS

13.1 Buyer shall maintain safe working conditions at the Site, including, for example, implementing appropriate procedures regarding Hazardous Materials, confined-space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("**LOTO**") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall promptly, and in any case before Seller starts work on any Site, advise Seller in writing of all applicable Site-specific environmental, health, safety and security requirements and procedures, including a complete description of Buyer's security program. Without limiting Buyer's responsibilities under this article 13, Seller may, from time to time, review and inspect applicable environmental, health, safety and, security documentation, procedures and conditions at the Site. Seller has the right, but not the obligation, to audit Buyer's security program and performance from time to time. Seller's receipt, review or audit of Buyer's security program or performance will not excuse or limit Buyer's obligation to provide adequate security.

13.3 If, in Seller's reasonable opinion, the health, safety or security of personnel on the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of the Contract, in whole or in part, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Buyer is responsible for operating its equipment. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.

13.5 Buyer shall make its Site medical facilities and resources available to Seller's personnel that need medical attention.

13.6 Seller is not responsible or liable for the pre-existing condition of Buyer's equipment or the Site. Before Seller starts any work at the Site, Buyer shall provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under the Contract. Buyer shall inform Seller of all industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site that materially differ from those disclosed by Buyer; or (ii) previously unknown physical conditions at the Site that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an

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increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, Seller is entitled to an equitable adjustment in the Contract Price and the schedule.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller has no obligation to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller is entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials that are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

13.10 Buyer shall safeguard the Site, as well as all Seller's tools, consumables, Products and parts when provided, against dishonest or criminal acts, including, for example, sabotage, theft and arson, by suitable physical means, such as CCTV equipment and services, guards, fencing and lighting. Buyer shall maintain secure working conditions at the Site.

13.11 The parties acknowledge that any pandemic, epidemic, and government actions in response to it may have affected and may continue to affect Seller's ability to deliver goods and services around the world (each, a "**Pandemic Impact**"). In the event that a Pandemic Impact affects Seller's ability to deliver on time or at the Contract Price, Seller is entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and cost.

13.12 At all times while Seller's personnel are, or are expected to be, on or about the Site, Buyer shall provide security equipment, facilities, measures and procedures adequate to protect such personnel and meet Seller's security standard against potential threats to their safety or well-being, including, for example, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring procedures and equipment, screening and oversight of local workers and others that Buyer allows onto the Site, alarms, evacuation routes and procedures, and training for Seller's personnel regarding Buyer's Site security procedures.

13.13 If Seller determines that Buyer's security program is not sufficient to provide for the protection of Seller's personnel working on or about the Site, Seller may: (i) make reasonable recommendations to Buyer regarding changes to the security program, which Buyer shall promptly implement; (ii) provide security measures to protect its personnel, for which Buyer shall reimburse Seller for all related expenses incurred at cost plus fifteen percent (15%); and (iii) exercise any of its applicable rights or remedies under the Contract.

14. CHANGES

14.1 Either party may, at any time, propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until the parties agree upon such change in writing. The written change documentation must describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 Seller is entitled to an equitable adjustment of the scope, Contract Price, schedule, and other provisions to reflect additional costs or obligations incurred by Seller resulting from a change, after the date of Seller's offer, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, or in applicable laws or regulations, but no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes will be at Seller's time and material rates.

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14.3 In the event of a change in applicable trade-control laws or regulations, including, for example, those of the U.S., EU, UK and Switzerland, or in the interpretation thereof, or if an authorization under any applicable trade-control law or regulation is denied, revoked, withdrawn or cancelled, preventing Seller from performing its obligations without breaching such law or regulation, or makes Seller's performance of its obligations unreasonably burdensome or unbalanced, Seller may, without incurring liability to Buyer and without prejudice to any other right or remedy of Seller in this Contract or at law, (i) withdraw its offer, or (ii) suspend its performance of, or terminate, the Contract. If the suspension lasts more than four months, either party may, by notice to the other, immediately terminate the Contract.

14.4 Seller may deliver a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. LIMITATIONS OF LIABILITY

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, will not exceed the purchase Price of the specific Product or Service giving rise to the claim.

15.2 Seller is not liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, nor is Seller liable for any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 Seller's liability will cease upon expiration of the applicable warranty period, but Buyer may continue to enforce a claim for which it has given notice before that date by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller is not liable for advice or assistance that is not required for the scope of work under the Contract.

15.5 If Buyer is supplying Products or Services to a non-party, or using Products or Services at a facility owned by a non-party, Buyer shall indemnify and defend Seller from and against any and all claims by, and liability to, such non-party.,.

15.6 As used in this article 15, "**Seller**" includes Seller's affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this article 15 apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 If Buyer's principal place of business is in the U.S., New York law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for sections 5-1401 and 5-1402 of the General Obligations Law (N.Y.). If Buyer's principal place of business is outside the U.S., English law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for article 12.1 of the Late Payment of Commercial Debts (Interest) Act 1998 (UK). If the Contract includes the sale of Products and Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods applies.

16.2 If any dispute arises out of or in connection with the Contract, including any question regarding its existence or validity, the parties shall submit the matter to mediation under the Mediation Rules of the International Chamber of Commerce, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time. If the dispute has not been settled under such rules within thirty (30) days after the filing of a request for mediation, the dispute

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will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. If the arbitral tribunal is to consist of more than one arbitrator, the party-appointed arbitrators will, for two (2) weeks after the date on which both their appointments have been confirmed, attempt to reach agreement on the appointment of the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis. If the two party-appointed arbitrators are unable to agree upon the appointment of the president of the arbitral tribunal, upon request of either party, the president of the International Chamber of Commerce will appoint the president of the arbitral tribunal.

16.3 The seat, or legal place, of the mediation and arbitration will be Paris, France. The mediation and arbitration will be conducted in the English language. The parties' written submissions must, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. INSPECTION AND FACTORY TESTS

Seller shall apply its usual quality-control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to attend Seller's factory tests of Products, subject to appropriate access restrictions, if such attendance can be arranged without delaying the work and provided further that such witnessing requests and factory visits shall be subject to payment of the price set forth in Seller's quotation (only if the same are expressly priced therein). Buyer shall bear all travel and living expenses of its personnel to attend such tests. If Buyer or its representative do not attend the factory tests on the scheduled date, Seller may proceed with such factory tests alone, and Seller shall promptly share the results of such tests with Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by Buyer for any reason (including as a consequence of any pandemic) and Buyer cannot delegate any non-party to represent it, or to perform the tests in its name and on its behalf, Seller may propose reasonable alternative arrangements to Buyer to avoid delaying testing, including, for example, the use of electronic messaging services such as Skype, Teams or equivalent services, recording devices, such as cameras, and a distribution of results by means of electronic storage media, such as DVD or streamed videos. The parties shall endeavor to agree on such measures or arrangements with a view to avoiding delay in the testing of the Products, provided however that Buyer expressly acknowledges and agrees that there are no holding points allowed in Seller's manufacturing process. If, despite Seller's proposal of reasonable alternative arrangements, Buyer instructs Seller to suspend or postpone the performance of the tests, then, notwithstanding anything to the contrary in the Contract, Seller is entitled to an equitable extension of time for completion of the work and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of such tests.

18. ADDENDA TO THESE GENERAL TERMS OF CONTRACT

If there is any conflict between these General Terms of Contract and the terms of any addendum attached hereto, the terms of the addendum will prevail with respect to the applicable scope.

19. GENERAL CLAUSES

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it will not use or permit others to use Products or Services for such purposes, without Seller's prior written consent. If, in breach of the warranty in the preceding sentence, any such use occurs, Seller (on its own behalf and on behalf of its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and defend Seller (and its parent, affiliates, suppliers and subcontractors) hold Seller harmless against all losses and liabilities arising out of any such liability, damage, injury or contamination. Seller's consent to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under the Contract to any person without Buyer's consent. Buyer shall execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract any part of the work but remains liable for the subcontracted work. Buyer shall not assign its rights or delegate its duties under the Contract

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without Seller's prior written consent, which must not be unreasonably withheld. Any purported assignment or delegation by Buyer in breach of the preceding sentence will be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Seller objects to such change, or if Buyer does not give Seller the required notice, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance, including, but not limited to, payment, and/or (iii) put special controls in place regarding Seller's Confidential Information.

19.4 If any provision of the Contract is held to be void or unenforceable, the remainder of the Contract will remain in force. The parties will endeavor to replace any such void or unenforceable provision with a valid and enforceable substitute provision that achieves substantially the same practical and economic effect as such invalid or unenforceable provision.

19.5 The following articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract is the entire agreement between the parties. No oral or written representation or warranty not contained in the Contract will be binding on either party. The parties' rights, remedies and obligations arising from or related to Products and Services sold under the Contract are limited to the rights, remedies and obligations stated in the Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing and signed by both parties.

19.7 Except as provided in article 15 (Limitations of Liability) and in section 19.1 (no nuclear use): (i) if Buyer's principal place of business is in the U.S., no non-party may enforce any of the terms of the Contract; and (ii) if Buyer's principal place of business is outside the U.S., no non-party may enforce any of the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

19.8 This Contract may be signed in multiple counterparts that together will constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools, such as Docusign, or any other agreed upon certified means.

19.9 All notices pertaining to this Contract must be in writing. Without prejudice to any other way of serving notice, any notice will be sufficiently given if sent by recorded delivery to the addressee's registered office or last known place of business and will be deemed to be given on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Each party shall give the other party fourteen (14) days' notice of any change to its address for notices.

20. U.S. GOVERNMENT CONTRACTS

20.1 This article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. Government or is funded in whole or in part by any agency of the U.S. Government.

20.2 Buyer acknowledges that all Products and Services provided by Seller meet the definition of "commercially available off-the-shelf" ("**COTS**") item, "commercial product" or "commercial service" (as applicable) as those terms are defined in Federal Acquisition Regulation ("**FAR**") §2.101. Unless otherwise specifically stated by Seller in the Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer acknowledges that any Services offered by Seller are exempt from the Service Contract Labor Standards (see 41 U.S.C. §6701-6707, FAR §52.222-41). The version of any applicable FAR clause listed in this article 20 will be the one in effect on the effective date of the Contract.

20.3 If Buyer is an agency of the U.S. Government, then, as permitted by FAR § 12.302, Buyer acknowledges that all paragraphs of FAR § 52.212-4 (except those listed in § 12.302(b)) are replaced with these General Terms of Contract. Buyer further acknowledges that the subparagraphs of FAR § 52.212-5 apply only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.

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20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR §52.212-5(e) or §52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR §2.101 and as appropriate for the Contract Price.

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