TOPSOE

GENERAL TERMS AND CONDITIONS FOR PURCHASE

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1. APPLICATION

1.1 The following General Conditions of Purchase shall apply to all goods and services purchased by Buyer from Supplier and referred to in Buyer's Agreement. All purchases by Buyer are expressly limited to and conditioned upon acceptance of the provisions of its Agreement including the following General Conditions of Purchase. All provisions (printed or otherwise) contained in any document of Supplier, including any proposal or order confirmation, are not accepted by Buyer, unless specifically and expressly agreed in writing by a duly authorized representative of Buyer.

2. DEFINITION OF TERMS

"Agreement" means either (i) the purchase order issued by Buyer or (ii) contract, including these General Conditions of Purchase, all attachments thereto, and all documents incorporated by reference therein.

"Agreement Price" means the price stipulated in the Agreement payable to Supplier for the full and timely performance of all its obligations in accordance with the Agreement.

"Buyer" means Topsoe A/S, a company organized under the laws of Denmark, having its registered office at Haldor Topsøes Allé 1, DK- 2800 Lyngby, Denmark and registered under the laws of Denmark with registration and VAT number 41853816.

"Customer" means Buyer's customer.

"Document Delivery Schedule" means a schedule setting forth a list of documents that Supplier shall as a minimum forward to Buyer the date when the documents shall be received by Buyer and a detailed description of information to be included in the documents.

"General Conditions of Purchase" means these General Terms and Conditions.

"Guarantee" shall have the meaning specified in article 14.1.

"Guarantee Period" shall have the meaning specified in article 14.3.

"Incoterms" means the latest issue of the trade terms nominated as such and issued by the International Chamber of Commerce of Paris, France which are in effect on the date Buyer issues its Agreement.

"Item or Tag Number" means the identification number of each unit. This Item or Tag Number (Tag No. for instruments) is mentioned in the Agreement.

"Nonconformity" means, with respect to any Supplies, any failure to meet or any deviation from the requirements of the Agreement , including without limitation any insufficiency in the quantity of the Supplies, any failure of the Supplies to conform to the Specifications, any defect or breach covered by Supplier's guarantees or warranties under article 14 and any delay in Supplier's performance or delivery.

"Parties" shall mean Supplier and Buyer.

"Progress Report" shall mean the written report of Supplier stipulating in detail: The time schedule and status of the Supplies to be delivered under the Agreement; the materials purchased; the start of manufacturing; the test and inspection of the relevant Supplies or status of others events or milestones of the Supplies as stipulated by the Buyer.

"Sanctions Authority" means any competent authority of (a) the European Union or **(b)** any Member State of the European Union or (c) the United States of America in charge of enacting, imposing, administering, or enforcing at any given time Sanctions Regulations.

"Sanctions List" means the Consolidated List of Persons, Groups and Entities subject to European Union Financial Sanctions; the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Office of Foreign Assets Control; or any other list issued or maintained by any Sanctions Authority of persons or entities subject to Sanctions Regulations.

"Sanctioned Person" means any person or entity which is listed on; or 50% or more owned (directly or indirectly) by a person or entity listed on; or controlled by (if control is used under the relevant Sanctions Regulations) a person or entity listed on a Sanctions List.

"Sanctions Regulations" means any laws or regulations regarding economic, financial, export control, or trade sanctions, embargoes, or related restrictive measures imposed, administered,or enforced at any given time by a Sanctions Authority.

"Services" means design, engineering, installation, supervision, commissioning, technical assistance, training, and any other services to be provided by Supplier under the Agreement.

"Specifications" means all schedules, descriptions, technical data, performance characteristics, drawings, codes and standards specified in the Agreement.

"Supplier" means the individual(s) or entity(ies) to which Buyer has awarded the Agreement.

"Supplies" means all equipment, materials, other goods of any kind, Services, documentation, insurance, bonds, guarantees and rights, to be provided by Supplier under the Agreement.

"Topsoe Affilitate" means any entity that is directly or indirectly controlled by, or is under common control of Buyer. Control, for the purpose of this definition, means ownership of more than 50% of the voting power or ownership interest in an entity.

3. CORRESPONDENCE

3.1 Unless otherwise specified in the Agreement all correspondence from Supplier to Buyer shall be sent to the following address:

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Topsoe A/S
Haldor Topsøes Allé 1
DK-2800 Lyngby
Denmark
Phone: +45 45 27 20 00

3.2 All correspondence from Supplier shall be marked with Buyer's Agreement number.

4. ORDER CONFIRMATION

4.1 Supplier shall indicate its written acceptance of the Agreement to Buyer in the form of a complete signed Buyer order confirmation. The acceptance shall be sent by email to the Buyer not later than eight calendar days from date of Agreement . Any late acceptance will be effective only if expressly consented in writing to by Buyer. Buyer may revoke its Agreement at any time prior to receipt of Supplier´s acceptance.

4.2 Supplier's acceptance is limited to the terms of the Agreement. Any terms and conditions submitted by Supplier that are different from or additional to those contained in Buyer's Agreement are not accepted by Buyer, unless specifically and expressly agreed in writing by a duly authorized representative of Buyer.

5. INVOICING

5.1 Invoicing shall be made in accordance with the terms of the Agreement.

5.2 Invoices shall clearly state the Agreement number and the commercial, appointed contact person of the Parties. Upon the request of Buyer the invoice shall further stipulate the project number of Buyer and the relevant Item or Tag Number. Failure to do so may result in return of invoice to Supplier and/or delay or non-payment by Buyer.

5.3 All invoices related to this Agreement must be submitted within sixty (60) days from the date of delivery of goods or completion of services, unless otherwise agreed in writing by both parties. Any invoice submitted after this period may be subject to rejection at the discretion of the Buyer.

5.4 All claims concerning invoices arising out of or relating to this Agreement must be made within sixty (60) days from the date of the event giving rise to such claim. Any claim not made within this period shall be deemed waived and forever barred, except where the parties have agreed in writing to an extension of this period.

5.5 Notwithstanding the above, the Buyer reserves the right to audit all invoices and claims related to this Agreement for a period of one (1) year from the date of final payment. Any discrepancies discovered during such audit may result in adjustments to the payment.

5.6 In the event of a dispute, the Buyer shall promptly notify the Supplier in writing, providing a detailed explanation of the dispute and any supporting documentation. Both parties shall then engage in good faith negotiations to resolve the dispute within thirty (30) days from the date of notification.

5.7 During the dispute resolution period, the Buyer shall pay the undisputed portion of the invoice within the agreed payment terms. The undisputed amount refers to the portion of the invoice that is not subject to the dispute. The payment of the disputed amount shall be put on hold until the dispute is resolved.

5.8 This clause shall survive the termination or expiration of this Agreement.

6. SUSPENSION AND CANCELLATION

6.1 Buyer may at any time suspend all or part of the Supplies for any reason by giving written notice to Supplier. During the suspension, Supplier shall protect and secure the suspended Supplies against deterioration, loss and damage and undertake all other actions requested by Buyer. Supplier shall be entitled to reimbursement of its documented out-of-pocket costs directly resulting from any such suspension as well as any payments then due and payable.

6.2 Buyer may at any time cancel all or a portion of the Supplies for any reason by giving written notice to Supplier. Supplier shall immediately implement Buyer's instructions. In the event of cancellation, Supplier shall be entitled to the following documented costs to the extent such directly result from the cancellation: Payment of the Agreement Price attributable to the cancelled portion of the Supplies that is specifically and properly purchased or fabricated for Buyer as of the date of cancellation but not returned or returnable to Supplier's stock; costs incurred in removing any of its equipment from the site and in the repatriation of any Supplier personnel from the site; costs incurred in protecting the Supplies and reimbursement for any subcontractor termination costs; and any other additional out-of-pocket expenses reasonably incurred by Supplier which cannot be avoided by Supplier. Buyer may request that Supplier deliver any Supplies for which Buyer has agreed to pay.

7. PROGRESS REPORTING

7.1 During execution of the Agreement, Supplier shall currently as specified in the Agreement, or otherwise by Buyer submit to Buyer a Progress Report of the Supplies.

7.2 Supplier shall advise Buyer in writing, at the earliest possible moment, of any delay of the Supplies and a plan for catching up the delay.

8. DELIVERY OF DOCUMENTATION

8.1 All documentation shall be delivered timely, in the agreed form and language and as specified in the Agreement or the Document Delivery Schedule. In the event of failure by Supplier to deliver fully conforming documentation within the specified time, Supplier shall pay Buyer such liquidated damages for delay as specified according to article 18 below.

9. INSPECTION AND TESTS

9.1 Buyer and its Customer, including their representatives, shall have free access to and shall be entitled to inspect and test the Supplies or any part

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thereof at Supplier's premises and those of its sub-suppliers during manufacture and after completion. Buyer and its Customer may appoint their own employees or a third party to act as inspector. Such inspection and testing may be carried out at the place of manufacture or on site. Supplier shall give Buyer at least 14 days advance notice before any planned final inspection or test and Buyer shall give Supplier at least 24 hours advance notice of its intention or that of its Customer to attend any planned inspection or test.

9.2 Supplier and its sub-suppliers shall give the inspectors all assistance necessary in performing their tasks, including free use of all necessary control instruments. Supplier and its sub-suppliers shall provide the inspectors, free of charge, with the necessary technical documents, testing documents and drawings. The technical documents shall include the reference and number of the standards used in the manufacture of the Supplies, and, whenever deemed practical by the inspectors, a copy of such standards.

9.3 If instructed, Supplier and its sub-suppliers shall uncover or open any part of the Supplies and reinstall such uncovered or opened parts following the inspection. If the technical requirements for any tests are not specified in the Agreement , the tests will be carried out in accordance with applicable industry practice and Buyer's quality assurance requirements.

9.4 If any inspection or test reveals any Nonconformity, Buyer may, in addition to any other remedies, reject the dispatch of the non- conforming Supplies and require that the inspection and/or test are repeated upon completion of any remedial work until there are no further Nonconformities.

9.5 If Supplier is required to conduct a new test after discovery of Nonconformity, Supplier shall reimburse Buyer for all costs and expenses incurred by Buyer in connection therewith.

9.6 No inspection, test or acceptance, or waiver thereof, by Buyer or any of its representatives shall release Supplier from any of his obligations under the Agreement.

9.7 Buyer reserves the right to accept any Supplies after their delivery to the Customer's site or other final destination.

10. LANGUAGE & MEASURING SYSTEM

10.1 All Agreement documents, maintenance and operating instructions, drawings, Specifications, etc. shall be written in the language specified in the Agreement. If no language is specified in the Agreement, the applicable language shall be English.

10.2 The metric system shall be used.

11. TECHNICAL DOCUMENTATION

11.1 Supplies covered by the Agreement shall be supplied with all technical documentation required for correct erection and assembly, start-up, operation and maintenance and governmental approvals. This technical documentation shall include but not be limited to:

(a) construction drawings

(b) assembly drawings and relevant details of machinery, instruments and special equipment.

(c) parts lists covering all the individual components of the Supplies where each component is identified by a suitable number or symbol to permit its identification and possible request for a replacement spare part at any time during the whole period of operation.

(d) adequate and detailed operating and maintenance instructions.

11.2 The above mentioned documentation shall not be confined to main machinery or equipment, but shall apply to all parts comprising the Supplies.

12. PATENTS AND INDEMNITIES

12.1 Supplier guarantees and warrants that it owns and is able to convey, free and clear of any encumbrances, all intellectual property rights, including without limitation any patents, know-how, copyrights and trademarks, in and to the Supplies.

12.2 Supplier shall defend, indemnify and hold Buyer harmless from and against for all and any demands, claims, damages, losses, costs or expenses (including reasonable attorneys' fees) suffered or borne by Buyer relating to any demand, claim or lawsuit against Buyer resulting from or in connection with any act omission of Supplier under the Agreement, including without limitation any claims for patent infringement and any claims for loss, injury or damage suffered by a third party or the Customer.

13. CONFIDENTIALITY

13.1 Supplier shall treat all matters in connection with the Agreement , including any drawings, Specifications, manuals or other documents or other information of any kind (except for such precise information that is in the public domain through no fault of Supplier) divulged by Buyer, as strictly confidential. Supplier shall not divulge to any third party or publish any such information or use such information for any purpose other than performing its obligations pursuant to the Agreement without the prior written approval of Buyer. Supplier shall be responsible for ensuring full compliance by its directors, officers and employees and sub-suppliers with the provisions of this article and shall release information to such persons on an as needed basis only, provided such persons are subject to obligations of confidentiality to the Supplier that are at least as stringent as those set forth herein. The obligations herein shall survive any termination or expiration of the Agreement.

13.2 Supplier agrees to promptly disclose to Buyer any inventions or improvements based on information provided by Buyer under this Agreement which are conceived by or on behalf of Supplier. Warranting that Supplier has a right to do so, Supplier grants to Buyer a nonexclusive, worldwide, irrevocable, royalty-free license and sub-licensing right under any and all of the

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inventions and improvements described in this clause, whether patentable or not.

14. GUARANTEES

14.1 Supplier guarantees and warrants that it is fully qualified and capable of delivering the Supplies; that it has and will convey at the time of delivery good title to the Supplies free and clear of all encumbrances, liens and other security interests of any kind; that the Supplies are free of defects in design, engineering, materials, construction and workmanship; that the Supplies conform to each and every requirement contained in the Agreement; and that the Supplies are merchantable and fit for the particular purposes for which they are intended (collectively, the "Guarantee").

14.2 The Guarantee shall commence with delivery of the Supplies and shall continue until the date that is (i) 30 months after the Supplies are taken into operation by the Customer, (ii) 36 months after Customer's receipt of the Supplies at the site or (iii) 36 months after Buyer's receipt of the Supplies at its premises, whichever is latest, except that:

(a) the guarantee for any portion of the Supplies that is repaired or replaced within said period (or any extended period) shall be extended 30 months from the date of completion of the repair or replacement; and

(b) a five-year guarantee period from the date of delivery shall apply to latent defects, i.e., defects that do not appear or are not otherwise readily discoverable by a reasonable buyer within the above specified guarantee periods.

14.3 All such periods specified in article 14.2 above are collectively referred to as the "Guarantee Period".

14.4 Buyer shall, no later than 60 days after expiration of the Guarantee Period, notify Supplier in writing of any Nonconformity in the Supplies that is discovered or occurs during the Guarantee Period. Upon receipt of notification, Supplier shall immediately remedy the Nonconformity. Further, Supplier shall immediately inform Buyer about and remedy any Nonconformity of which it becomes aware regardless of whether it receives any notice from Buyer. Buyer may, in its discretion, require that Supplier either replace or repair the Nonconformity Supplies at the site or at any other place designated by Buyer. Supplier shall be responsible for all removal, transportation, travel, lodging, installation, repair, replacement and other costs associated with rectifying the Nonconformity.

14.5 If Supplier is required to perform any repair or replacement at the site, Supplier shall comply with all instructions of Buyer regarding the site.

14.6 If the Supplies do not function in a manner that satisfies the purposes for which they are intended, Supplier shall have the burden to establish that the Supplies conform to all requirements of the Agreement.

14.7 If Supplier fails to fulfil any of its Guarantee obligations, Buyer shall have the rights and remedies set forth in article 24, below including without limitation the right to remedy, at Supplier's cost, any Nonconformity.

15. SPARE PARTS

15.1 Upon request of Buyer, Supplier shall send Buyer an offer for spare parts soonest possible from date of Buyer's request. The offer shall include a complete and detailed list with prices for each separate item. Supplier shall ensure that it can promptly deliver spare parts for the Supplies for a period of at least ten years after the date of delivery.

16. PRICES AND TAXES

16.1 The Agreement Price is a firm lump-sum price. The Agreement Price shall not be adjusted for changes in the cost of labor materials, duties, taxes, assessments or any other matter, including without limitation any cost or expense of Supplier in performing any of its obligations under the Agreement.

16.2 Supplier shall pay all duties, taxes and other assessments arising from or in connection with the performance of its obligations under the Agreement and Buyer's payment of the Agreement Price including any tax and duties payable by Buyer due to Supplier's lack of timely shipment.

16.3 Unless otherwise specified in the Agreement, no payment shall become due from Buyer until delivery of the entire Supplies.

17. TERMS OF DELIVERY

17.1 The Agreement is subject to the specific Incoterm stipulated therein. Title to the Supplies shall transfer upon the earlier of the date of delivery or the date of payment by Buyer.

17.2 Where the Agreement provides for the delivery of multiple shipments at the request of Buyer, Supplier shall immediately inform Buyer in writing if any request for delivery by Buyer exceeds any limits (e.g., as to quantity or total value) contained in the Agreement.

17.3 The Supplies will not be considered delivered unless the Supplies strictly conform to each of the requirements contained in the Agreement and Buyer has received a complete and correct invoice and all required documents (including any specified in the Document Delivery Schedule as well as any (bank) guarantees, and certificates of insurance).

17.4 Time is of the essence for delivery. No delay in the delivery is allowed without a written change order issued by Buyer. Subject to the foregoing, if Supplier has any reason to believe that any stipulated milestones might not be met, it shall immediately notify Buyer in writing, specifying the cause for the delay, the estimated duration of the delay and Buyer's plan and acceleration efforts for avoiding any delay. All acceleration efforts shall be at Supplier's cost.

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17.5 In case of delay, Buyer shall have the right to accept the Supplies and require payment of any stipulated liquidated damages.

18. LIQUIDATED DAMAGES FOR DELAYED DELIVERY

18.1 If the delivery of any Supplies other than a document is delayed beyond any of the stipulated delivery dates, Supplier shall pay Buyer, as liquidated damages for delay and not as a penalty, an amount equal to 1.0 percent of the total amount of the Agreement Price for each full or partial week of delay. If the delivery of any document included in the Supplies is delayed beyond any of the stipulated delivery dates, Supplier shall pay Buyer, as liquidated damages for delay and not as a penalty, an amount equal to 0.5 percent of the total amount of the Agreement Price for each full or partial week of delay. Such liquidated damages shall not exceed in the aggregate 10 percent of the total amount of the Agreement price, except such limit shall not apply in cases of intentional or gross misconduct by Supplier.

18.2 Buyer may, at its election, either demand payment of delay liquidated damages or offset such damages against amounts owing Supplier. Supplier shall pay any liquidated damages within 30 days from the date of any demand by Buyer.

19. FORCE MAJEURE

19.1 Force Majeure Event means any (i) storm, hurricane, flood, lightning, earthquake or fire, (ii) war, rebellion, or civil war, (iii) general strike or general labor stoppage (but exclusive of any strike or labor stoppage affecting only Supplier or its subcontractors), (iv) embargoes, sanctions or similar regulation of any government and (v) radioactive or other toxic contamination, that in each case could not be reasonably foreseen, is beyond the reasonable control of the Party claiming Force Majeure and causes a material delay or disruption in the performance of any obligation under the Agreement , provided that where the Supplies form part of Buyer's supply to its Customer, any such event shall also be acknowledged by the Customer as excusing Buyer's performance.

19.2 Any obligation under the Agreement shall be excused to the extent and for the period only that the Party's inability to perform is caused by a Force Majeure Event.

19.3 Upon the occurrence of a Force Majeure Event, Supplier shall continue to perform its obligations under the Agreement so far as reasonably practical and shall undertake all reasonable efforts to mitigate its effect.

19.4 Notification of a Force Majeure Event shall be given soonest possible and within 72 hours of the occurrence of the circumstances constituting the Force Majeure Event and it shall specify the affected obligation. If a Force Majeure Event prevents a subcontractor or vendor of Supplier from performing its obligations, Supplier shall immediately use best efforts to procure performance by another subcontractor or vendor. The Party affected by the Force Majeure Event shall, upon request, submit to the other Party a plan detailing all proposed actions to minimize any resulting delay.

19.5 If a Force Majeure Event exists for a continuous period of 180 days, Buyer may terminate the Agreement after giving 30 days' written notice, after which both Parties shall be released from any further obligations after the date of termination except that Buyer shall be entitled to request Supplier to deliver the Supplies in whole or in part for which Supplier has received payment. Upon termination of the Agreement due to a Force Majeure Event, the Parties shall settle any unjustified enrichment of a Party including but not limited to repayment of any amount paid in excess of what is due.

20. PACKING SHIPMENT

20.1 Delivery of the Supplies shall take place as stipulated in the Agreement.

20.2 In the event Buyer is unable to take delivery for any reason, Supplier shall keep the Supplies in its own stores for at least 60 days without any compensation. Payment for documented, reasonable costs of storage of the Supplies will only take place after the 60 days storage.

20.3 With regard to packing and shipping, Supplier shall comply strictly with the stipulations given in this article 20 and in the individual Agreement.

20.4 The Supplies shall be properly packed in accordance with the specified packing specifications and instructions of Buyer so as to withstand losses and damages from transportation, storage and handling, and protective measures shall be taken to prevent damage from moisture, rain, shock, etc., according to the characteristics and requirements of the Supplies so as to ensure their safe arrival at the site without deterioration from rust, corrosion etc. or any other damage or loss. Spare parts must be packed separately and marked "Spare parts".

20.5 Supplier shall be obliged to compensate all damages, losses and costs sustained by Buyer due to Supplier's inadequate packing and inappropriate storage instructions.

20.6 Loose accessories shall be labelled by Supplier, indicating Item No., name of main machinery, name of accessory or its position number on the assembly drawing.

20.7 Supplier shall submit packing lists in accordance with Buyer's instructions and not later than 14 days before the delivery date.

20.8 Supplier shall mark the packages in accordance with Buyer's instructions. Unless otherwise stipulated by Buyer the following information shall at least be stipulated on two adjacent sides of each package in the English language.

A. Agreement No.
B. Shipping mark as stated in the Agreement or pertaining documents
C. Package No.

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D. Gross/Net weight (kg)
E. Dimensions: Length x Width x Height (cm)
F. Centre of Gravity or points for slinging (in cases of packages weighing more than 2 tons each)

20.9. Further, each case of goods supplied by Supplier shall be conspicuously marked on the sides with other appropriate international marks (a" "Right Side Up", "Handle with Care", etc.) according to the different characteristics and requirements for transportation, loading and unloading of the Supplies. Regarding the unpacked Supplies, metal labels with markings as stipulated above shall be attached to each of them, or marks with indelible paint shall be put on both ends of each package.

20.10 Supplier shall immediately inform Buyer of any dangerous or hazardous materials forming part of the Supplies. All such materials shall be transported, handled and stored in accordance with all applicable laws, regulations, conventions and protocols, including but not limited to the IMDG and the IATA Dangerous Good Regulations. Supplier shall in addition to other required markings mark such goods and materials according to IMO and IATA requirements and treat the goods accordingly. In the case of maritime transport, Supplier shall list each of the following: the IMO/IMDG Class number, the UN number and the IMDG Code page number. In the case of air transport, Supplier shall list the UN/ID number and Class number. Supplier shall give Buyer prior written notice of any shipment of any dangerous or hazardous goods or materials.

20.11 Supplier shall notify Buyer 60 days prior to the readiness of each lot of goods for shipment:

- Date of readiness of Supplies for shipment
- Total gross weight and total volume
- Number of packages

Simultaneously Supplier shall send to Buyer a detailed list including the following information:

– Package No. – Item No. – Designation Dimensions (cm)
– Net/Gross Weight (kg)
– Other characteristics.

20.12 In case of large packages weighing over 20 tons or measuring over 12 meters long, 3 meters wide and 3 meters high, Supplier shall provide, 70 days prior to the shipment, to Buyer a final transport drawing of the package showing overall dimensions, lifting points, center of gravity and supports.

20.13 Supplier shall advise Buyer 15 days in advance, of the exact date of readiness of supplies, indicating position of order, relevant quantity ready for forwarding, sizes and weights of each package.

20.14 Unless otherwise agreed, the Supplies shall be shipped only upon positive testing (or Buyer's written waiver of such testing) or upon Buyer's approval of shipment, and Supplier shall contact Buyer to be informed of any forwarding agent appointed by Buyer for the coordination and the transport of all Supplies intended for the destination.

21. SUBCONTRACTORS AND ASSIGNMENTS

21.1 Supplier shall be fully responsible for the acts and omissions of its subcontractors and vendors. Supplier shall have notified Buyer of any known subcontractors and vendors prior to or in connection with any proposal and shall not subcontract any portion of the Supplies, except for general merchandise, without Buyers' prior written consent.

21.2 Supplier shall ensure that its commitments with third parties are in writing and provide that all rights and interests of Supplier, including guarantees and warranties, are assignable to Buyer upon Buyer's written request provided Buyer assumes Supplier's obligations.

21.3 Supplier may assign its rights or interests under the Agreement to any third party only with Buyer's written consent.

21.4 Buyer has the right to assign and novate the Agreement to a Topsoe Affiliate without prior notice.

22. ERECTION PERSONNEL

22.1 If any supervision, erection, testing, commissioning or other services are not included in the Supplies but are nonetheless required by Buyer in connection with any Supplies, Supplier shall, upon the written request of Buyer, supply personnel for such services for the duration specified by Buyer. Such services shall be supplied according to these General Conditions of Purchase and/or the "General Terms and Conditions of Purchase of Services" as further specified by Buyer in writing. The price for such services shall be specified in a Agreement between Buyer and Supplier.

23 VARIATION ORDER

23.1 The Buyer shall have the right to issue a variation to the Agreement by providing written notice to the Supplier. The variation may include changes to the scope of work, specifications, quantities, or any other aspect of the Agreement.

23.2 The Supplier shall promptly acknowledge receipt of the variation order and evaluate its impact on the Agreement. Within ten (10) working days in the Kingdom of Denmark of receiving the variation order, the Supplier shall provide a written response to the Buyer, indicating the feasibility, cost implications, and any other relevant information regarding the proposed variation.

23.3 If the Supplier agrees to the proposed variation, both parties shall negotiate and agree upon any necessary adjustments to the Agreement price, delivery schedule, or other contractual terms affected by the variation. Such adjustments shall be documented in

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writing and incorporated into the Agreement as an amendment.

23.4 The Buyer shall bear any additional costs or expenses incurred as a result of the variation, unless otherwise agreed upon in writing by both parties.

23.5 Any variations issued by the Buyer shall be in writing and signed by an authorized representative of the Buyer.

24. REMEDIES AND RIGHT OF SET-OFF

24.1 In the event of any Nonconformity in respect of any Supplies, Buyer may, in addition to any other remedy under applicable law, pursue any one or more of the following: Reject delivery of the Supplies or any part thereof; revoke its acceptance of the Supplies or any part thereof and require Supplier to re-possess the Supplies and reimburse any payments made by Buyer; demand an immediate cure by Supplier; remedy, for Supplier's account the Nonconformity; terminate all or a portion of the Agreement; purchase substitute or similar Supplies from another supplier, in which case, Supplier shall pay Buyer all additional costs incurred in procuring the substitute or similar Supplies; or withhold any and all payments until all Nonconformities are fully remedied.

24.2 Buyer shall be entitled to set off against any payment that may be otherwise due under the Agreement any costs or expenses incurred by Buyer in remedying any Nonconformity in the Supplies, any liquidated damages payable by Supplier under the Agreement or any amounts due and payable by Supplier to Buyer in connection with any other transaction. Buyer reserves the right to claim repayment of any amount paid in excess of what is due.

25. LAW AND VENUE

25.1 The Agreement, including these General Conditions of Purchase, shall be governed by and interpreted in accordance with Danish law (excluding its choice of law provisions).

25.2 Any controversy, claim or dispute arising out of or in connection with the Agreement, including these General Conditions of Purchase, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be Copenhagen, Denmark. The language to be used in the arbitral proceedings shall be English. The 1980 UN Convention on Contracts for the International Sale of Goods (CISG) is excluded from and shall not apply to the Agreement.

26. EXPORT AUTHORIZATION

26.1 Supplier is solely responsible for ensuring that any and all export licenses or permits required for delivery to the final destination (including Customer's site) are obtained to the extent required. In the event that Supplier knows or has reason to believe that such export licenses or permits cannot be obtained, Supplier shall immediately notify Buyer and Buyer may immediately terminate the Agreement and exercise its rights under article 25 above.

26.2 If the ordered items include products of United States origin, Supplier shall so inform Buyer immediately and provide Buyer with all requested details.

26.3 The Supplier shall be responsible for complying with all applicable export control and import regulations.

27. QUALITY ASSURANCE

27.1 The Supplier shall have valid ISO 9001 certification or superior, ensuring the Supplier's ability to consistently provide products that meet customer and applicable statutory and regulatory requirements.

The Supplier shall continually improve the suitability, adequacy, and effectiveness of the quality management systems.

The Supplier is responsible to identify potential risks in quality, delivery, cost, safety, and compliance that will impact the product or service.

27.2. Supplier shall have systems in place for the qualification and management of their suppliers, that ensure the quality of the products that they receive.

If the Supplier places orders with Sub-supplier, the requirements of these quality assurances are applicable to the Sub-supplier as well.

Supplier shall have a quality control program for the internal fabrication and for the sub-suppliers.

27.3. Supplier shall comply with Topsoe quality requirements. quality may approve a customized quality requirements based on the supplier scope of work.

In the event Supplier is not in receipt of such requirements, Buyer will provide Supplier with a copy upon request.

The Supplier shall determine and select opportunities for improvement and implement any necessary actions to meet customer requirements and enhance customer satisfaction. These might include improving products and services, correcting, preventing or reducing undesired effects, and improving performance and effectiveness of the quality management system.

28. INTELLECTUAL PROPERTY AND SPECIAL EQUIPMENT

28.1 Title to drawings, software, Specifications and other materials prepared by or on behalf of Supplier as part of the Supplies shall vest in

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Buyer. Supplier may retain a copy of all such documents for internal use only.

28.2 Upon Buyer's request, molds and other tools manufactured only for the Supplies shall become the property of Buyer and shall be delivered to Buyer free of charge as part of the Supplies.

28.3 Buyer retains all intellectual property rights in any document, know-how or other matter or thing provided by Buyer to Supplier in connection with the Agreement.

29 INSURANCE

29.1 Supplier shall at its own cost maintain adequate insurances consistent with reasonable commercial practice and the nature of its Supplies, including without limitation third party liability, product liability and professional indemnity insurances. Upon request of Buyer, Supplier shall provide Buyer with suitable evidence of insurance.

29.2 The Buyer reserves the right to request the Supplier to increase its insurance coverage to adequately cover the actual cost of the goods or services being provided. Upon such request, the Supplier agrees to promptly adjust its insurance coverage accordingly and provide proof of the updated policy to the Buyer. Any additional premium incurred due to this increase in coverage shall be borne by the Supplier, unless otherwise agreed in writing by both parties

29.3 The Supplier shall notify the Buyer immediatiley should any of the insurance required by this clause 29.1 be cancelled by the insurers or underwriters.

30 SANCTIONS

30.1 Supplier represents and warrants to Buyer that it is not a Sanctioned Person and is not acting directly or indirectly on behalf of a Sanctioned Person. In the event that this representation and warranty ceases to be true, Supplier shall immediately notify Buyer and Buyer may immediately terminate the Agreement and exercise its rights under this Agreement and at law.

30.2 Supplier must comply with all applicable Sanctions Regulations, including but not limited to, as applicable, European Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, including for the avoidance of doubt the amendments introduced since 24 February 2022 which prohibit trade in certain chemicals, iron and steel products, and other raw and semi-finished materials exported from Russia or of Russian origin.

30.3 Notwithstanding the applicability of Sanctions Regulations, use of any steel and iron originating in or exported from Russia is strictly prohibited for orders to Buyer, unless explicit prior written acceptance has been obtained. from Buyer. Supplier shall immediately notify Buyer of any breach of this undertaking and Buyer may immediately terminate the and exercise its rights under this Agreement and at law.

31 ANTI-BRIBERY

31.1 As part of its respective performance under this Agreement, each Party, and any legal or natural person acting on that Party's behalf, shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption ("Relevant Anti-Bribery And Anti-Corruption Requirements"). Each Party shall have and shall maintain in place and enforce throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Anti-Bribery And Anti-Corruption Requirements. A Party's breach of this obligation shall, as the sole remedy, give the non-breaching Party the right to terminate this Agreement.

31.2 Supplier shall comply with Buyer's Supplier Code of Conduct, available at www.topsoe.com, with respect to all matters related to this Agreement.

32 HSSE

32.1 Each Party confirms upon entering into the Agreement that it will act and exercise such Agreement in compliance with the highest standards ofhealth, safety, environment and security policies.

Supplier shall commit to prioritize safety during the manufacture of the Work in order to avoid loss or harm to any person, property or environment. Supplier shall have a documented, implemented and auditable Health, Safety, Security and Environment (HSSE) management system for the Supplies to be performed according to applicable laws and regulations where the Supplies is performed. Supplier's HSSE management system shall have a level of standard that is no less stringent than and in strict compliance with Buyer's HSSE policy. Buyer shall have the right to perform quality audits of the Supplier's HSSE management system. Supplier shall immediately and not later than within twenty four (24) hours, notify Buyer of any fatal or severe safety incidents occurring and directly related to the performance of the Supplies.

33 CYBER SECURITY

33.1 The Supplier shall at its own cost maintain appropriate cyber security measures and systems and otherwise use reasonable endeavors to maintain its cyber security in accordance with applicable law or relevant industry standard, whichever is higher.

33.2 The Supplier shall have appropriate plans and procedures to allow it to respond efficiently and effectively to a cyber security incident and regularly review its cyber security arrangements to verify its application in practice and maintain and keep records evidencing the same.

33.3 The Supplier has the obligation to inform the Buyer as soon as possible, or at the latest within 24 hours of a becoming aware of a cyber security incident.

34 AUDIT RIGHT

34.1 Buyer reserves the right to, at its own expense, conduct an audit of Supplier's and their sub-suppliers records and operations related to the performance of

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this Agreement. Such audits may be conducted by Buyer's internal audit department, external auditors, or a third party appointed by Buyer.

34.2 The audit may include, but is not limited to, financial records, quality control and maintenance records, timesheets, and any other documents or records relevant to the Agreement. The audit may also include inspection of Supplier's facilities and interviews with Supplier's staff.

34.3 Buyer may conduct audits at any time during the term of this Agreement and for a period of three (3) years after its termination or expiration.

34.4 Buyer will provide Supplier with reasonable notice of any audit. Supplier shall fully cooperate with Buyer and provide all necessary assistance for the conduct of such audits.

34.5 If any audit reveals non-compliance with this Agreement, Supplier shall promptly take corrective action to address the non-compliance. If the non-compliance results in financial loss to Buyer, Supplier shall reimburse Buyer for such loss.

35. MISCELLANEOUS

35.1 In the event any of the provisions of the Agreement , including these General Conditions of Purchase, is ruled invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of the Agreement , which shall be construed and interpreted to further the intent of the parties.

35.2 The Agreement may be amended only by written agreement signed by a duly authorized representative of Buyer and Supplier.

35.3 Upon receipt of free issue materials, Supplier must verify the quantity received against delivery note for free issue materials.

Free issue materials that are not used in execution of this document should be returned to Buyer with supporting material certificates.

Supplier has the obligation to take out insurance to cover such free issue material as stated in written communication from Buyer.

35.4 Supplier shall perform the Supplies as an independent contractor, and the relationship of the parties shall in no event be construed as that of principal/agent, employer/employee, a joint venture or similar relationship.

35.5 The headings in these General Conditions of Purchase are for convenience only and shall not be used when interpreting or construing the provisions of these General Conditions.

35.5 In the event more than one individual or entities comprise Supplier, each such individual or person shall be jointly and several responsible for all liabilities and obligations of Supplier under the Agreement.

35.6 Buyer's lack of insisting on strict performance of any of the terms and conditions of these General Terms shall not constitute a waiver by Buyer of any right under these General Terms or a waiver of breach or of any remedy thereof.

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