FLENDER

Terms and Conditions for Sales of Goods and Provision of Services

Version 06/2025

1. General

1.1 The scope, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services (whether services are related to the sale of any goods or are separate repair, maintenance, diagnostic, etc., services) to be provided by Flender (collectively referred to as "Supplies") are exclusively defined in Flender's Order Confirmation. Customer

1.2 Unless a separate agreement is executed between the Parties, these Terms and Conditions, the offer letter from Flender, Customers Purchase Order and Flender's Order Confirmation (the "Transaction Documents") shall control each transaction ("Transaction") between the Parties. Any terms and conditions of Customer are rejected in their entirety except where expressly accepted in writing by Flender.

2. Right of Use

2.1 Except as expressly otherwise agreed in a separate agreement between the Parties, all intellectual and industrial property rights in the Supplies, in all documents provided by Flender in connection with the Transaction, (the "Supplies Documents") and in all software, hardware, knowhow ("IPR") and other things provided with or as part of the Supplies and the Supplies Documents, shall be the exclusive property of and vest in Flender. Customer shall not be entitled to reverse engineer, to decompile, or to reproduce (or have reverse engineered, decompiled, or reproduced) the Supplies, the Supplies Documents, or parts thereof, except to the extent that such restrictions are unenforceable under applicable law.

2.2 Customer may use the Supplies Documents unmodified and only to the extent necessary for operation and routine maintenance of the Supplies by Customer's own personnel, unless a broader use is explicitly agreed otherwise in writing by Flender.

2.3 If the Supplies include Flender software, such software is licensed under the license terms contained in the software documentation, the software itself or in attached license terms (in each case the "applicable license conditions"), which shall prevail over this Clause 2. The software is issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software as described in the applicable license conditions or, if there are no applicable license terms, for the purpose of operation and routine maintenance of the Supplies.

2.4 The Supplies may include third party software. Insofar as specific license terms of the third-party licensor apply, Flender will provide such license terms together with the Supplies. Customer shall comply with such third-party license terms.

2.5 Insofar as the software contains Open Source Software ("OSS"), Flender will provide the applicable OSS license terms together with the Supplies. The OSS license terms shall prevail over this Contract. Details regarding any third-party software and OSS contained in the Supplies are available in the software documentation (e.g. README_OSS).

2.6 The rights granted in this Clause 2 shall be transferable to a third party only together with the transfer of ownership of all the Supplies to that third party. These rights, however, shall not transfer to the extent the third party is a direct or indirect competitor to Flender.

2.7 Without prejudice to Customer's intellectual property rights and subject to compliance with applicable law, Flender and its Affiliates may, for its own business purposes, collect, use, modify, and copy any data received under this Contract. Any legal obligations regarding personal data shall remain unaffected.

3. Prices and Terms of Payment

3.1 Unless agreed otherwise in writing, prices shall include or exclude packing, freight, insurance, etc., as determined by the INCOTERMS® governing the Transaction. The price payable by Customer under the Transaction Documents shall be referred to in these Terms and Conditions as the "Transaction Price."

3.2 The Transaction Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) related to the Transaction. Customer agrees to pay to or reimburse Flender for any taxes, customs, duties or other public charges levied on the Supplies after Flender has issued its Order Confirmation. All payments shall be made to Fender's bank account without deduction (e.g. deduction of withholding tax) within 30 days after issuance of the invoice. If Customer is required to make a deduction by law, the sum payable shall be increased so that Flender receives a net amount equal to the amount it would have received without such deduction. Customer shall provide to Flender tax receipts from the relevant tax authorities in connection with the payments in due course.

3.3 Without prejudice to any other rights it may have, Flender may charge interest at twelve percent (12%), or the highest rate allowed by applicable law, on any overdue payments.

3.4 Each Party must pay all sums that it owes to the other Party under the Transaction Documents free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as agreed otherwise in writing or as may be required by law.

3.5 Flender may suspend delivery or performance of the Supplies if an undisputed invoice is more than thirty (30) days past due. Flender may terminate the Transaction if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Flender may also terminate the Transaction in the event of a material adverse change in Customer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition. In the event of termination pursuant to this Clause, Customer shall remain liable to pay Flender for all parts of the Supplies already delivered prior to termination, as well those that are work-in-progress but not delivered.

4. Rights and Obligations of Flender in Provision of Services

4.1 Flender shall have the right to execute the Services by whichever means and methods it determines to be appropriate for Transaction at issue.

4.2 Flender may subcontract some or all of the Services to subcontractors. In such case, Flender shall be responsible for the Services provided by subcontractors.

Flender shall not have any responsibility for Customer's scheduling, planning, project- management, quality programs, health, safety, security, environmental management, or for any resulting time extension or cost-overrun resulting from the Services.

4.3 To the extent the Services include supervision, Flender's only obligation is to provide correct instructions and it shall not be liable for the performance of third parties or Customer's personnel.

5. Obligations of Customer in Provision of Services

5.1 Customer shall apply for and obtain all necessary licenses, permits and approvals required for commissioning, acceptance and use of the Services.

5.2 Customer shall take all actions necessary for Flender to commence and complete Services. In particular, Customer shall at its cost provide support for Flender in connection with failure analysis, including providing incident reports and error messages, maintenance records, etc.

5.3 For Services performed at Customer's premises, Customer shall, at its cost:

(i) provide unrestricted access to the items to be serviced, including timely performance of all preparatory work and establishment of the required operating conditions and infrastructural requirements necessary for the performance of the Services;

(ii) provide briefings and trainings, including provision of information regarding relevant site hazards which may be encountered in connection with the provision of the Services, as well as regarding the applicable safety regulations of Customer;

(iii) ensure that the serviced objects are in a safe condition so that there are no risks for humans or machines during the performance of the Services including, upon Flender's request, the provision of a second person required for accident prevention;

(iv) provide, as necessary suitably qualified personnel during the performance of the Services with the necessary experience and know-how to operate the serviced objects and, furthermore, the personnel must be authorized to make any necessary decisions concerning provision of the Services;

(v) provide technical resources and auxiliary equipment (e.g. ladders, scaffolding, lifting devices, cranes, special tools as well as on-site transportation) with the required operating personnel necessary for the performance of the Services;

(vi) be responsible for adequate safety precautions on site against theft, damage, destruction and other adverse factors; and

(vii) repair or replace lost or damaged Flender materials.

5.4 If Services cannot be performed in the required manner or time due to Customer's breach or failure under this Clause 5, Flender may separately charge to Customer the additional expenses incurred, including all waiting periods. Agreed upon dates and deadlines shall be extended proportionate to the delay resulting from Customer's breach/failure.

5.5 Customer acknowledges that the Services on site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws ("hazardous materials").

If Flender discovers hazardous materials or any other local conditions which adversely affect the Services, Customer shall be liable for any required remediation and reimburse Flender for any additional costs and expenses. Flender shall also be entitled to a reasonable extension of time. Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws.

5.6 Flender shall comply with Customer's site-specific training regarding safety and/or other similar matters.

6. Changes to the Services, Variations

6.1 Customer may request in writing changes, modifications or additions to the scope of the Services (hereinafter referred to as "Variation"). Upon receipt of such Variation request, Flender shall provide Customer with a written quotation for the requested Variation, specifying the effects of the requested Variation on the Transaction, including any necessary adjustment of the Transaction Price, time schedules and agreed dates, scope of the Services and any other affected provisions of the Transaction Documents.

If Customer wishes to proceed with a requested Variation on the basis of a Flender Variation quotation, Customer shall notify Flender thereof in writing within fourteen (14) days of receipt of such Variation quotation. Flender is not obliged to give effect to the Variation until it has been agreed to in writing by the Parties.

6.2 If applicable laws, rules, regulations, engineering standards, codes of practice, or decisions or guidance issued by courts or public authorities are amended or added to after the date of Flender's Order Confirmation, Flender shall be entitled to an adjustment of the Transaction, including, *inter alia,* an adjustment of the Transaction Price to reflect any additional costs to be incurred by Flender, the time schedules and scope of Services, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

7. Delivery Times and Delay

7.1 Any agreed dates in respect of the Supplies or any part of them shall be extended by a reasonable period of time if and to the extent that Flender is delayed or impeded in the performance of its obligations by any third party, by the failure of Customer to perform its obligations, or other cause. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by Customer or any third party appointed by Customer, and compliance with the terms of payment.

7.2 Flender may, if it is reasonable to do so, deliver the Supplies in stages or installments and shall be entitled to invoice for the Supplies on a corresponding basis.

7.3 Flender will endeavor to meet each delivery date set forth in Flender's Order Confirmation. If Flender does not meet the agreed final delivery date solely due to the fault of Flender, the Customer shall be entitled to liquidated damages amounting to 0.25% of the price of the delayed part of the Supplies per each completed week of delay, in which the Customer suffered loss as a result of such delay. Liquidated damages payable in case of any one delay shall be limited to 2.5% of the price of the delayed part

7.4 Any rights and remedies of the Customer in case of delay other than those expressly stipulated in this Clause 7 and the Clauses below shall be excluded, to the extent permissible by law

7.5 If Customer, Customer's contractors, or any other third party appointed by Customer causes a delay to the provision of the Supplies, Customer shall reimburse Flender all reasonable additional costs and expenses incurred due to such delay.

8. Transfer of Risk and Title

8.1 Risk of damage to or loss of any part of the Supplies shall pass to Customer upon delivery.

8.2 The Supplies shall be deemed delivered if Customer fails to take over the delivery. In such case, the Supplies will be stored and insured at the risk and expense of Customer. All payments shall become due, and all other consequences of the delivery shall apply accordingly.

8.3 Title in any part of the Supplies shall remain with Flender until Flender has received full payment for that part of the Supplies. Upon conclusion of the Contract the Customer authorizes Flender to notify or enter this retention of title into public registers, books or similar records kept for this purpose by the competent authorities of the relevant countries and to fulfil all required formalities at the Customer's expense In the event Flender has made any security, lien, or similar filing in connection with the Supplies, upon payment, Flender shall take the necessary actions to release such claim

9. Force Majeure

9.1 A "Force Majeure Event" means any event which is beyond the reasonable control of a Party or its subcontractors, which could not have been prevented by good industry practice and which results in a Party, its Affiliates or any of its sub-contractors or sub-suppliers (the "Affected Party") being unable to perform or being delayed in performing in whole or in part its obligations the Transaction Documents. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Flender's IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions imposed by the European Union (EU) or the United States of America (U.S.) or any public authority within EU or U.S. territory or by the United Nations which, upon sole discretion of Flender, may expose Flender or any of its Affiliates to sanctions, penalties, loss of privileges or other acts or omissions of public authorities detrimental to Flender or any of its Affiliates, or any subcontractor or sub-supplier rejecting delivery due to reasons as stated herein, acts or omissions of public authorities including any entities acting on their behalf (or threats thereof), or any subcontractor or sub-supplier rejects delivery due to the same reasons.

9.2 If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.

9.3 The Affected Party shall notify the other Party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

9.4 If one or more Force Majeure Events and their effect lasts for a period of one hundred eighty (180) days in aggregate, either Party may terminate the Transaction by giving to the other a written notice of termination with regard to the part of the Supplies not yet delivered. In the event of termination pursuant to this Clause 9, Customer shall remain liable to pay Flender for all parts of the Supplies already delivered prior to termination, as well those that are work-in-progress but not delivered.

10. Obligations of Customer

10.1 Customer shall apply for and obtain all necessary licenses, permits and approvals required for the commissioning, acceptance, and use of the Supplies.

10.2 If Supplies are delayed due to circumstances for which Flender is not responsible, Customer shall pay Flender all additional costs arising from such delay.

11. Changes

If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Flender's Order Confirmation, Flender shall be entitled to an adjustment of the Transaction, including, *inter alia,* an adjustment of the Transaction Price to reflect any additional costs to be incurred by Flender, the time schedules and scope of Supplies, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

12. Warranty

12.1 To the extent Flender expressly agrees on a case-by-case basis, a defect ("Defect") shall mean non-conformity of the Supplies, excluding services, with the terms of the Transaction Documents at the time of the transfer of risk to Customer, including pursuant to Clause 8.2.

12.2 In particular, the following shall not be Defects:

(i) normal wear and tear and/or use of the Supplies in a manner exceeding Flender's specifications for the Supplies;

(ii) non-conformity resulting from faulty or negligent handling; non-compliance with instructions or recommendations in operation or maintenance manuals and other documents;

(iii) installation, erection, modification, commissioning, or pre-commissioning not carried out by Flender or a third party expressly approved by Flender;

(iv) non-reproducible software errors;

(v) defects which do not significantly impair the use of the respective Supplies.

12.3 Customer shall immediately inspect the Supplies upon delivery and shall notify Flender in writing of any alleged Defects without undue delay.

Upon such written notification, and to the extent Flender expressly agrees to remedy, Flender shall, at its option, remedy the Defect by repair, replacement, or re-performance. Flender shall be given a reasonable period of time and opportunity to remedy the Defect. For this purpose, Customer shall grant Flender working access to the non-conforming Supplies, shall undertake any necessary dis-assembly and re-assembly, and shall provide access to operation and maintenance data, all at no charge to Flender. Upon Flender's request, Customer shall ensure that the title to the replaced parts/items shall pass to Flender.

12.4 Unless otherwise agreed, the warranty period for any part of the Supplies, excluding services, is twelve (12) months from commissioning or eighteen (18) months from delivery, whichever period is shorter.

For replaced or repaired parts of the Supplies only, the warranty period is six (6) months from the date of replacement or repair.

12.5 For repair, maintenance, diagnostic, etc., Services, the warranty period is three (3) months from completion of the Services, whether or not the Services are performed at Customer's site.

12.6 If software is defective, Flender shall only be obligated to provide Customer with an updated version of the software in which the Defect has been remedied when such updated version is reasonably available from Flender or, if Flender is only the licensee, from Flender's licensor. If the software has been modified or individually developed by Flender, Flender shall in addition provide Customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at a reasonable expense and if otherwise Customer's business operations would be substantially impeded.

12.7 Any other liability of Flender and rights and remedies of Customer in case of defects of the Supplies, other than those expressly stipulated in this Clause 12 shall be excluded. THE WARRANTIES IN THIS CLAUSE 12 ARE FLENDER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN CLAUSE 14 BELOW. FLENDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

13. Intellectual Property Rights

13.1 If a third party asserts legitimate claims against Customer that the Supplies infringe intellectual property (IPR) owned by such third party, then subject to the following provisions of this Clause 13, Flender shall, at its option and expense, either

(i) obtain a right to use the relevant IPR in connection with the Supplies; or

(ii) modify the Supplies so as not to infringe the relevant IPR; or

(iii) replace the infringing part of the Supplies.

If, in the opinion of Flender, none of the foregoing is reasonably possible, Flender may take back the relevant part of the Supplies and reimburse the price for such part.

13.2 Flender's obligations in Clause 13.1 are subject to the following conditions:

(i) Customer has immediately notified Flender in writing of the third party's claim and furnished Flender with a copy of each communication, notice or other action relating to the alleged infringement;

(ii) Customer does not acknowledge an infringement and provides Flender with the authority, information and assistance reasonably required by Flender to defend or settle such claim, and

(iii) Flender is given sole control of the defense (including the right to select counsel), and the sole right to settle such claim.

If Customer ceases to use the Supplies or any relevant portion thereof, it shall notify the third party in writing that its cessation of use is not an admission of IPR infringement.

13.3 Any claims of Customer shall be excluded if Customer (including its agents, employees or contractors) is responsible for the intellectual property infringement or alleged infringement, which shall include without limitation if the infringement resulted from specific demands of Customer (including but not limited to Customer's specifications, drawings, designs, etc.), by use of the Supplies for a purpose or in a manner not foreseeable by Flender, by a modification of the Supplies by Customer or by use of the Supplies in connection with other equipment.

13.4 This Clause 13 sets forth Flender's entire liability for infringement of third party IPRs. Any other rights and remedies of Customer shall be excluded.

14. Liability

Unless explicitly agreed to in a separate agreement, this Clause 14 shall exclusively govern the liability of Flender for damages, costs and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in Contract, in tort (including negligence), misrepresentation, under warranty or otherwise.

14.1 NOTWITHSTANDING ANYTHING IN THE TRANSACTION DOCUMENTS TO THE CONTRARY, FLENDER IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM CUSTOMER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

14.2 FLENDER'S MAXIMUM LIABILITY UNDER THE TRANSACTION DOCUMENTS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE ORDER PRICE PAID TO FLENDER FOR THE INDIVIDUAL SUPPLIES GIVING RISE TO THE CLAIM.

14.3 CUSTOMER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS CLAUSE 14 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF FLENDER HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 14 EXTEND TO FLENDER'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF FLENDER.

14.4 Any and all liability of Flender under the Transaction Documents shall cease with the expiry of the warranty period for the Supplies.

14.5 Any rights and remedies of the Customer against Flender that are not expressly stipulated in the Contract shall be excluded to the extent permissible by the law.

15. Indemnity

15.1 Flender and Customer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third-party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the Parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Customer's Site or property of Customer (or Site Owner) is considered third party property.

15.2 If Customer is not or shall not be the sole end user and ultimate owner of the Supplies or is procuring them for the benefit of any kind of joint venture, Customer shall include a clause in its contracts with the end user, ultimate owner or joint venture participants so that Flender is given the benefit of the indemnities, exclusions and limitations of liability in the Contract by all such users, owners or participants (which shall apply as if the user, owner or participant were the Customer) and shall indemnify Flender against claims by them to the extent that Flender would not be liable therefore to Customer under the Contract if the claim had been made by the Customer.

16. Assignment

16.1 Customer may not assign the Transaction or any part thereof without Flender's prior written approval.

16.2 Flender may assign the Transaction or any part of it to an affiliated company ("Affiliate"), being any legal entity ("Company") which directly or indirectly is controlled by Flender, controls Flender or is controlled by a Company which directly or indirectly controls Flender.

16.3 Flender shall further be entitled to assign the entire Transaction, or any part of it, to any third party, in the event of a sale or other transfer of the business or a part of the business of Flender to a third party.

17. Confidentiality

17.1 A Party (as "Receiving Party") shall use any documents, know-how, data or other information ("Information") provided by the other Party (as "Disclosing Party") exclusively for the purpose of the Transaction and keep the same confidential subject to the following. The Parties may disclose Information to employees of Receiving Party and to third parties who reasonably need to know such Information for the purpose of the Transaction, provided such employees and third parties are bound by equivalent confidentiality obligations. The Receiving Party shall be held liable for a breach of such obligations by its employees or a third party.

17.2 This confidentiality obligation shall not apply to Information which:

(i) is or becomes part of the public domain other than by fault of the Receiving Party;

(ii) is disclosed to the Receiving Party in good faith by a third party who is entitled to make such disclosure;

(iii) is developed independently by the Receiving Party without reliance on Information;

(iv) was known to the Receiving Party prior to its disclosure by the Disclosing Party; or

(v) is required to be disclosed by law (subject to the Receiving Party's obligation to notify the Disclosing Party in a timely manner of such requirement).

17.3 Except for security surveillance, the observing or recording of the Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Flender may (in addition to any other legal or equitable rights and remedies) stop the Services until Flender has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Flender determines necessary and (b) Customer will reimburse Flender for Flender's and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Neither Party shall, without the prior written consent of the other Party,

issue any public statement, press release, publicity hand-out or other material relating to the Services performed on Customer's Site or Equipment. However, Flender has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein

17.4 This confidentiality obligation shall survive the expiration or termination of the Transaction.

18. Suspension

18.1 Flender may suspend performance of its obligations under the Transaction Documents, if (i) Customer is in delay with any payment or in providing any payment security required under the Transaction Document for more than thirty (30) days, (ii) Customer fails to perform those of obligations necessary for Flender to complete or deliver the Supplies, or (iii) Customer otherwise materially breaches the Transaction Documents.

18.2 If Flender suspends the Transaction in accordance with Clause 18.1 or in the event Customer suspends the Transaction without the express written agreement with Flender, Customer shall become immediately liable to pay Flender for all parts of the Supplies already provided. Customer shall further reimburse Flender all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any Transaction dates shall be extended for a reasonable period to overcome the effects of the suspension.

19. Termination

19.1 Either Party may terminate the Transaction Documents with immediate effect by written notice, if the other Party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation.

19.2 Any termination by Customer shall not affect those parts of the Supplies already delivered or performed in accordance with the Transaction Documents prior to the termination. After termination in accordance with Clause 18.2, Customer shall remain liable to pay Flender for all parts of the Supplies already delivered prior to termination or that are work-in-progress but not delivered. For the avoidance of doubt, Clause 14 shall apply in case of termination by Customer.

19.3 Notwithstanding any other rights it may have under the Transaction Documents, Flender may terminate the Transaction Documents:

(i) if Customer comes under the direct or indirect control of any competitor of Flender, or

(ii) if Customer materially breached the Transaction Documents and has not remedied the breach within a reasonable period after a notification by Flender or is in delay in making any payment or in providing any payment security required under the Transaction Documents for more than sixty (60) days; or

(iii) if the Transaction has been suspended for more than sixty (60) days, for reasons other than as provided in Clause 9.

19.5 In the event of termination by Flender, Flender shall be entitled to recover from Customer (i) the Transaction Price less any saved or avoided expenditure and (ii) any additional cost and expenses incurred by Flender due to such termination.

20. Dispute Resolution, Applicable Law

20.1 Any controversy or claim arising out of or relating to the Transaction Documents, or the breach thereof, shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted in the State of Illinois, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The Parties agree that if the value of the total matter in dispute, including the value of any counterclaims, is less than one million dollars ($1,000,000), the arbitration shall be conducted by a single arbitrator, and if the value of the total matter in dispute is one million dollars ($1,000,000) or more, the arbitration shall be conducted by three arbitrators. If the arbitration consists of three arbitrators, each Party shall nominate one arbitrator for confirmation by the AAA. Both arbitrators shall agree on the third arbitrator, within thirty (30) days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty (30) day period, the ACC shall select and appoint the third arbitrator.

The Transaction Documents and any arbitration conducted pursuant to it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. The Parties further agree that the arbitration proceedings and any related documents shall be confidential, except as may be necessary to enforce the arbitration award or as otherwise required by law.

Nothing in this clause shall preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction in Illinois.

20.2 In the event Flender must pursue legal or other action against Customer for monies due Flender, Customer shall be liable to Flender for all reasonable costs incurred by Flender to recover such owed debt including, but not limited to, attorneys' and/or debt collectors' fees and/or contingencies, court costs, and other similar expenses.

21. Export Regulations

21.1 If Customer transfers Supplies to a third party, Customer must comply with all U.S. export control laws and regulations including, but not limited to, International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR), as well as, to the extent applicable, export control laws and regulations of the European Union and the United Nations.

21.2 Customer hereby represents and warrants that Customer, its customer and the End-User of the Goods or Services are not listed on any applicable sanctioned or restricted party list of the United States, European Union, or United Nations.

21.3 Customer shall indemnify and hold harmless Flender from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by Customer, and Customer shall compensate Flender for all losses and expenses resulting thereof.

22. Miscellaneous

22.1 Flender shall not be obliged to fulfill its Transaction Document obligations if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Flender shall further not be obliged to fulfill such obligation if Flender or any of its Affiliates would be exposed to, or adversely affected by, detrimental measures, penalties, loss of privileges or any other acts or omissions of government, governmental or other public authorities including any entities acting on their behalf (or threats thereof), or any subcontractor or sub-supplier rejects delivery due to the same reasons.

22.2 If any provision of the Transaction Documents is prohibited or declared invalid or unenforceable by any court or tribunal of competent jurisdiction, this shall not affect the validity or enforceability of any other provision. The Parties shall use their reasonable efforts to substitute such provision by a legal, valid or enforceable one with the same or a similar result.

22.3 Any amendments, changes or additions to the Transaction Documents must be made in writing in the form of a written agreement signed by authorized representatives of both Parties.

22.4 No delay or omission by either party in exercising any right, power or remedy provided by law or under the Transaction Documents shall affect, impair or operate as a waiver of such right, power or remedy.

22.5 The Transaction Documents constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into the Transaction Documents it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Transaction Documents. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Transaction Documents.