

## GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF MAINTENANCE SERVICES BY HALTON GROUP AND ITS AFFILIATED COMPANIES

### 1. Definitions and Scope of the General Terms and Conditions

1.1 These General Terms and Conditions for the provision of maintenance services shall apply to the provision of Services by Oy Halton Group Ltd. or any of its Affiliates ("Halton"), and shall be referred to as the "GTC". This GTC is hereby incorporated into the Agreement by reference forming an integral part of the same. In case of conflict between the terms of this GTC and the Agreement, the Agreement shall prevail.

1.2 Capitalized terms shall have the meaning set forth under this GTC, unless defined in the Agreement. The definitions shall, where the context so admits, include singular and plural form, and vice versa.

1.3 "**Affiliate(s)**" of Halton shall mean an entity  
 (i) which is directly or indirectly controlling Halton;  
 (ii) which is under the same direct or indirect ownership or control as Halton; or  
 (iii) which is directly or indirectly owned or controlled by Halton. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

1.4 "**Agreement**" shall mean any commercial agreement, Halton's quotation, offer or order confirmation, in which this GTC is referred and/or attached to, including its appendices, and any amendments agreed between the Parties thereto in writing.

1.5 "**Changes**" shall mean any agreed and documented changes to the Services defined under the Agreement.

1.6 "**Customer**" shall mean the company purchasing the Services as identified in the Agreement.

1.7 "**Equipment**" shall mean the underlying equipment or products that are subject to Services.

1.8 "**Party**" or "**Parties**" shall mean Halton or Customer, or Halton and Customer collectively, as the case may be.

1.9 "**Price**" shall mean the fee payable by the Customer to Halton as a compensation for the provision of Services under the Agreement.

1.10 "**Service(s)**" shall mean any and all preventive and/or corrective maintenance or repair services [including spare parts, system upgrades, updates, new versions and service results], validation services, and related or other tasks explicitly undertaken to be performed by Halton for Customer under the Service Description and/ or the Agreement.

1.11 "**Service Description**" shall mean the description of Services including, without limitation, regular checking, adjusting, cleaning, maintaining, correcting, testing, validation and/ or rectifying defects, or providing spare parts [as defined in further detail thereunder].

1.12 "**Service Level(s)**" shall mean the agreed service and performance levels as defined in further detail under the Agreement, if any.

### 2. General Obligations

2.1 Services shall comply with this Agreement and applicable laws and regulations.

2.2 Halton shall be responsible to provide all tools, equipment, personnel and resources that are required to carry out the agreed Services, unless otherwise agreed between the Parties under the Agreement. Spare parts shall be included in the Services, provided that such inclusion has been agreed under the Agreement.

2.3 Halton shall assign an adequate number of personnel of appropriate skill and experience to perform and fulfill its obligations under the Agreement.

2.4 While working at Customer's premises, Halton and its personnel and subcontractors, if any, shall observe all regulations applicable in Customer's premises, provided that (i) these are notified to Halton in writing, and (ii) Customer has provided Halton with the necessary materials, information, certificates and training at Customer's sole cost. Halton shall be responsible for the fulfillment of all obligations of an employer arising from any applicable laws or regulations.

2.5 Halton shall have the right to engage any subcontractor to perform any part of its obligations under this Agreement. Notwithstanding such right, Halton shall remain responsible for the performance of its subcontractors.

2.6 Customer shall be responsible to (i) ensure that Halton is able to commence and provide Services within the agreed time schedule and normal working hours, and (ii) provide Halton, at Customer's sole cost, with all required facilities and support, including without limitation tools, machinery, materials, supplies, documentation, site regulations, building instructions, data connections, required permits and safe storage facilities required for the proper and safe performance of Services, as may be further described under the relevant appendices to the Agreement. In case of failure by Halton to commence the provision of Services due to a reason attributable to Customer, Customer shall compensate to Halton any additional costs incurred by Halton as a result of the delay.

2.7 Customer shall not, without Halton's prior, written consent carry out or have third parties to carry out the maintenance services of Equipment that shall be performed by Halton under the Agreement. If the Customer does so, Halton's liability for Services previously performed, and which are affected by the Customer's measures, shall not apply.

### 3. Delivery

3.1 Halton shall commence providing the ordered Services and/or to provide those according to the agreed delivery schedule in accordance with the Agreement. The ordered Services are described in further detail under the Agreement and its Appendices and the provision of Services shall be subject to the execution of the Agreement by the Parties. Provided that Halton fails to provide or commence to provide the agreed Services by the agreed delivery schedule for reasons attributable to Halton, Customer shall grant to Halton a reasonable, additional time to comply with the agreed delivery schedule. In case of failure by Halton to comply with the additional time for providing Services for reasons attributable to Halton, Halton shall compensate to Customer the resulting, direct and documented costs not exceeding five (5) percent of the Price. Such compensation, if any, shall be the sole remedy available to Customer in cases of delay.

3.2 Halton shall notify Customer in writing of the completed delivery of Services, and provide a written report of the performed tasks to Customer. Following the receipt by Customer of such notification, Customer shall inspect and control the provided Services within seven (7) days and provide Halton with its written approval or rejection stating the reasons for rejection, as the case may be. To the extent Customer fails to notify Halton within the said time, provision of Services shall be deemed accepted by Customer.

### 4. Changes

4.1 The Parties shall agree on the possible impact of any Change, including any effect on Price, Service Level requirements and/or time schedule.

4.2 In case Customer amends, alters or changes the Equipment, Customer shall inform Halton about such actions in writing and without delay. Provided that the above change or alteration impacts Services, the Parties shall amend the Agreement accordingly.

### 5. Warranty

5.1 Either Party warrants that it has the right to enter into this Agreement and perform the obligations contemplated herein, and that the same shall not constitute the breach or violation of any other agreement of either Party.

5.2 Halton warrants that the provided Services are free from defects and shall, free of charge and at Halton's sole discretion, correct such identified defects [including defects in provided spare parts] within a reasonable time from Customer's written notice, such notice to be served without delay and during the period of (i) six (6) months from the provision of Services by Halton in case of preventive services, or (ii) twelve (12) months from the provision of Services by Halton in case of correction or other services, unless otherwise agreed by the Parties under the Agreement. Upon the expiry of the above warranty periods, the warranty ceases to be applicable.

5.3 Provided that Halton fails to remedy the defect as stated above, Customer shall grant to Halton a reasonable, additional time to correct the defect. In case of failure by Halton to correct the defect, Halton shall compensate to Customer the resulting, direct and documented costs not exceeding ten (10) percent of the Price. Such compensation, if any, shall be the sole remedy available to Customer in case of such failure.

5.4 The warranty obligation set forth above shall not apply to defects, that are related to (i) modifications, changes or alterations made to the results of Services by Customer or any party other than Halton or its subcontractor, (ii) combination of results of Services with products, services or deliverables not provided by Halton or its subcontractor, (iii) improper or negligent maintenance, handling or storage by Customer of the Equipment or spare parts related to Services, (iv) normal wear and tear, (v) materials, products, services or spare parts provided by Customer or a third party, (vi) extraordinary circumstances not attributable to Halton or its subcontractors, or (vii) causes not attributable to Halton or its subcontractors.

5.5 No other warranties, explicit or implied, are given under this Agreement by Halton, unless explicitly otherwise stated herein.

## 6. Prices and Payment Terms

6.1 The Prices are set out under the Agreement and/or agreed after the tracking of faults by Halton in case of corrective maintenance. In case Halton gives an estimation for pricing and the estimation is subsequently increased with a ten (10) percent or more, Halton agrees to inform Customer accordingly. Provided that Customer terminates the fault tracking or correction process for reasons not attributable to Halton, Customer shall pay the agreed or estimated Price to Halton.

6.2 Each invoice shall include reference to this Agreement and description of the Services performed. All payments under this Agreement shall be made within thirty (30) days from date of receipt by Customer of the relevant invoice from Halton to Halton's bank account designated in the invoice. The invoices shall be submitted in electronic format as may be agreed between the Parties.

6.3 All amounts payable are gross amounts but exclusive of any value added tax, use tax, sales tax or similar tax. Each Party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other Party to obtain any credits available to it. In case of delayed payments, the Customer shall pay the penalty in accordance with the statutory interest rate prevailing from time to time, from the due date of the invoice until the payment date, and Halton is allowed to suspend the provision of Services until the receipt of the delayed payments in full.

## 7. Intellectual Property Rights

7.1 All right, title and interest in and to all copyrights, patents and other intellectual property rights of whatever nature arising out of or related to the Services shall vest in, and be the sole and exclusive property of Halton. Customer shall have a non-exclusive, fully-paid up, unlimited, irrevocable, perpetual and worldwide license to use the results of Services in connection with its own business operations.

7.2 Customer acknowledges that all intellectual property rights of Halton shall remain as Halton's sole property and no rights are granted to Customer, unless explicitly otherwise set forth herein. Title to any spare

parts forming part of the Services shall transfer to Customer upon the payment by Customer of the relevant Price in full and provided that this retention of title would not become enforceable, as may be the case under the applicable law, Customer shall compensate to Halton the Price attributable to the spare parts in question.

## 8. Indemnification and Limitation of Liability

8.1 Halton shall indemnify, defend and hold Customer harmless against any claims or damages incurred by Customer as a result of any infringement of third party patents, copyrights, trademarks, registered designs or any other intellectual property rights solely arising out of or relating to the provision of Services, unless any such claims or damages are attributable to (i) any modifications, alterations, changes or additions to the results of Services made by any party other than Halton or its subcontractor, (ii) any combination of results of Services with products, services or spare parts not supplied or provided by Halton or its subcontractor, (iii) products or services [including Equipment] not supplied or provided by Halton or its subcontractor, (iv) materials, products or spare parts provided by Customer, or (v) any mandatory instructions, service descriptions and/or specifications provided by Customer.

8.2 Clause 8.1 is conditional upon Customer informing Halton in writing of any such claims or actions that are attributable to the Services immediately upon becoming aware of the same. Halton shall have the right to take over the defence against any such claims and Customer shall cooperate with Halton as reasonably required by Halton.

8.3 In case any above claim is addressed against Customer, Halton shall at its option and cost to (i) procure the continued right for Customer to continue the use of the infringing Service, (ii) replace the infringing Service with an equivalent non-infringing Service of equivalent function and performance while preserving compliance with the requirements under the Agreement, or (iii) modify the infringing Service to be non-infringing while preserving the compliance with the requirements under the Agreement.

8.4 Neither Party shall under any circumstances be liable towards each other for any indirect, incidental, consequential, special or punitive damages, including, whether in contract, tort, or otherwise, except for breach of confidentiality, or in cases of intentional misconduct or gross negligence.

8.5 Halton's maximum aggregate liability under the Agreement shall not exceed the Price, except for breach of confidentiality, or in cases of intentional

misconduct or gross negligence. Except as set forth under this Clause 8, any and all indemnification liabilities of Halton to Customer hereunder are explicitly excluded.

8.6 To the extent that Halton incurs liability towards any third party for damage arising in connection with performance of the Services under the Agreement, the Customer shall indemnify, defend and hold Halton harmless against any and all damages, losses, costs and expenses incurred by Halton as a result of Customer's act or omission, subject to Clause 8.4 above.

## 9. Force Majeure

9.1 Halton shall not be liable to Customer for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. Halton shall give notice of the occurrence of Force Majeure and probable duration to Customer without delay.

9.2 Events of Force Majeure are events beyond the control of Halton occurring after the effective date of the Agreement, and which were not reasonably foreseeable at the effective date of the Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to Halton. Events of Force Majeure shall include, without limitation, war, acts of government, strikes, embargos, natural disasters, pandemics, fire and explosions.

9.3 If an event of Force Majeure results in delay or non-performance by Halton for a period of six (6) months or longer, then Customer shall have the right to terminate the Agreement with immediate effect without any liability towards Halton.

## 10. Confidentiality

10.1 Neither Party shall under any circumstances disclose to any third parties any technical, commercial or other sensitive information received from the other Party hereunder, either in oral form, electronically or in writing, ("Information") without the prior written permission of the disclosing Party, except that Halton shall have the right to disclose Information to its subcontractors provided such subcontractors are under similar obligations of confidentiality to those contained herein. The Parties shall use the Information only for purposes related to the Agreement.

10.2 The above mentioned limitations shall not apply to Information which (i) was in the possession of the receiving Party prior to disclosure hereunder; or (ii) has lawfully entered the public domain; or (iii) was disclosed by a third party without breach of any

obligation of confidentiality owed to the disclosing Party; or (iv) was independently developed by personnel of the receiving Party having no access to the Information.

10.3 Each Party shall limit access to the other Party's Information to those of its personnel for whom such access is necessary for the proper performance of their obligations under the Agreement. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for herein. Affiliates shall not be deemed to be third parties for the purposes of this Clause.

10.4 Without prejudice to the generality of the aforesaid, each Party agrees to protect the confidentiality of the other Party's Information at least with the same degree of care as it exercises with respect to its own confidential information and business secrets.

10.5 Neither Party shall publicize nor make any press release relating to this Agreement, the other Party or the cooperation between the Parties, unless otherwise mutually agreed in writing.

10.6 The provisions of this Clause 10 shall bind the parties for a period of two (2) years from the date of disclosure of any item of Information regardless of any earlier termination, expiry or fulfilment of the Agreement. In case the Parties have executed a separate non-disclosure agreement, such agreement shall prevail over this Clause 10 in case of conflict.

## 11. Termination

11.1 The Agreement may be terminated with immediate effect by written notice by the non-defaulting Party in the event that (i) the other Party commits a material breach of Agreement and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof; or (ii) the other Party suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction), or if a receiver is appointed over any part of such other Party's business or if an administration order is made in respect of such other Party.

11.2 Halton shall have the right to terminate the Agreement without notice, if the Parties fail to amend the Agreement as outlined under Clause 4.2 above, provided that a failure to amend the Agreement materially impacts Halton's obligations hereunder. In the event of such termination, Customer shall compensate to Halton the resulting loss or damage not exceeding, however, the Price.

11.3 Upon termination of the Agreement by Customer, Halton shall have the right to the payment of Price calculated until the date of termination.

11.4 In the event of termination or expiration of the Agreement, Clauses 7, 8, 10 and 12 herein shall survive.

## **12. Miscellaneous**

12.1 Neither Party may assign the Agreement or any of its rights, benefits and obligations thereunder to a third party without the prior written consent of the other Party.

12.2 This GTC and the Agreement shall be governed by and construed in accordance with the laws of the jurisdiction, where the Halton entity providing Services is domiciled, excluding (i) its choice of law provisions, and (ii) any local law applicable to the provision of services or sale of products.

12.3 Any dispute, controversy or claim arising out of or relating to this GTC or the Agreement, or the breach, termination or validity thereof shall be finally settled in arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC). The number of arbitrators shall be one (1). The arbitration shall be conducted in the location, where the Halton entity providing Services has its place of business, in the English language. The award shall be final and binding on the parties.

12.4 Nothing in this Agreement shall be deemed to limit the parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.

**END**

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