

General Conditions for the Delegation of Personnel for Services

(September 12, 2024)

Any contracts concluded by Gebr. Pfeiffer SE (hereinafter: "Seller") for the delegation of personnel ("Services") for the supervision of erection, commissioning, repair work and related services shall be governed by the present conditions. Any terms and conditions of the Buyer that deviate from the Seller's conditions shall not be applicable and are hereby expressly excluded.

I. Scope of Services

The scope of Services rendered by the Seller is dependent on the type of personnel delegated:

1. **Mechanical engineer/erection supervisor** shall
 - (i) act as contact persons for questions regarding the Buyer's execution of erection works; shall advise the Buyer's erection personnel by providing recommendations and constructive comments; shall explain Seller's drawings as well as features, components and functions of Seller's products. Where applicable, erection supervisors may accompany commissioning supervisors in order to supervise mechanical modifications which may become necessary as part of normal optimisation measures during commissioning and/or
 - (ii) check the conformity of the Buyer's erection works according to Seller's erection inspection protocol; shall report non-conformities and shall advise the Buyer regarding required remedial work (if any) and/or
 - (iii) plan and monitor – but not control – the defined scope of erection works. They shall act as contact persons for questions regarding planning and organization of the Buyer's execution of erection works; shall prepare plans specifying required devices, tools and manpower, and shall explain (inter-)dependencies between individual erection activities and/or
 - (iv) check the conformity of the Buyer's local manufacturing works with Seller's specifications and quality requirements; non-conformities shall be reported in writing and/or
 - (v) advise the Buyer's repair personnel by providing recommendations and constructive comments concerning the repair process. They shall monitor and check the repair process with regard to conformity with Seller's technical specifications whatever is applicable.
2. **Process engineer/commissioning supervisor** shall
 - (i) act as contact persons for questions regarding the Buyer's execution of cold and hot commissioning; shall advise the Buyer's commissioning/operating personnel by providing recommendations and constructive comments, also with regard to process requirements; shall explain Seller's technical documents regarding commissioning; shall explain features, components and functions of Seller's products; shall train the Buyer's operating personnel with regard to Seller's products and shall – if applicable – supervise the performance test under the contractual preconditions and/or
 - (ii) provide services for process optimization whatever is applicable.

II. Costs of Services/duration and point in time of Services

1. The Seller's Services shall be charged on a time basis as per the agreed conditions unless a lump sum price has expressly been agreed upon.
2. In addition to the mere working time, the following costs shall also be charged on the Buyer separately:
 - a) Any travelling costs as incurred by the Seller for the delegation of his personnel. For

intercontinental flights and flights exceeding four hours in length, business class tickets shall be paid for.

- b) Any taxes to be paid by the Seller on the invoice amount.
- c) Any costs relating to parts and equipment used and to special services rendered.
- 3. Prior to the execution of the Services, an estimate of the working time required shall be given. This estimate shall be nonbinding unless a specific binding duration of the Services has expressly been agreed upon in writing. The travelling time to and from the place where the Services shall be rendered shall be considered as working time, with no overtime expenses being charged for the travelling time.

III. Cooperation of the Buyer/working conditions

- 1. When rendering the Services ordered, the Seller's personnel shall be supported by the Buyer at the expenses of the latter.
- 2. The Buyer shall take any special action as required to protect persons and goods in the workplace. The Seller's Services shall not be rendered in an unhealthy or dangerous environment. Any safety measures and precautions shall be taken prior to the start of the Services and maintained for the entire duration of the Services.

The Buyer shall inform the Seller's personnel of any relevant safety regulations to be observed. The Buyer shall inform the Seller of any violations of such safety regulations by the Seller's personnel. In case of serious violations, the offender may be denied access to the site by the Buyer in consultation with the Seller.

- 3. The Buyer shall at his own expenses and at his own risk provide appropriate and sufficient personnel along with adequate equipment and take any action required to allow for a professional execution of the work.
- 4. The Buyer shall at his own expenses provide proper board and lodging, office workplace, and sanitary facilities in compliance with good international standards (compared to at least international 3-Star Hotel category). The Buyer shall also ensure appropriate medical treatment for the Seller's personnel in the vicinity of the site.
- 5. The cooperation of the Buyer shall ensure that the rendering of the Services can be started immediately after the arrival of the Seller's personnel and executed without any delays until acceptance by the Buyer. If any particular drawings or instructions by the Seller are necessary, these shall be made available to the Buyer by the Seller in time.
- 6. Accommodation and transport arrangements to be made by the Buyer shall be made with thorough consideration to the personal security of Seller's personnel. Upon request of the Seller, the Buyer shall provide a description of the measures employed or planned to be employed at Buyer's cost to protect the Seller's personnel against assault, abduction, robbery and similar risks. Occurrence for any reason of a situation or event, which in the opinion of the Seller is deemed to cause a high personal security risk shall entitle the Seller's employee to discontinue his services and take the necessary measures to protect his own security.

IV. Delays

1. Any waiting time the Seller is not responsible for shall be charged as working time.
2. If an invoice has not been paid in due time, the Seller shall be entitled to stop rendering his Services and to call back his personnel if he has set a reasonable grace period and this has expired without success.

V. Seller's liability for damages

Seller's aggregate liability to Buyer under a contract shall be limited to a total 10% of the contract price.

Any contractual and non-contractual claims by the Buyer for damages that do not occur on the subject matter of the contract shall be excluded, in particular but not limited to claims for loss of production, loss of profit, etc.

This limitation of liability shall not apply if damage results from intent or gross negligence or in case of culpable injury to life, body or health.

Any claims raised by the Buyer for whatever legal reason shall be time-barred within 12 months from the completion of the work.

VI. Insurance

1. The Buyer shall be obliged to take out an insurance for the duration of the work, covering the total value of the object of erection, commissioning or repair, and explicitly including the interest of the Seller. In case the Buyer's insurance contains a subsidiary clause relating to any other insurances he has taken out (e.g. fire insurance), the Seller's interest shall be covered by these insurances and/or these shall include a waiver of recourse against the Seller.
2. The Buyer shall provide evidence of his insurance not later than 2 weeks prior to the start of Services.
3. The Seller has taken out a third-party liability insurance for injuries and damages.

VII. Arbitration

All disputes arising out of or in connection with the contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Zurich, Switzerland. The language of arbitration shall be English.

The contract shall be governed by Swiss law, Canton Zurich.

If one of the above clauses becomes invalid, the validity of the remaining clauses shall not be affected.

GEBR. PFEIFFER SE