
[Project name – Name of plant]

Agreement between

[Nemak Company]

- hereinafter "Nemak" -

and

[Supplier]

- hereinafter "Contractor" -

Nemak and the Contractor shall be referred to individually as "Party" and collectively as "Parties".

This agreement (hereinafter "Agreement") is concluded with the purpose of setting forth the terms and conditions relating to the supply, assembly, erection, and commissioning of products and services with respect to **PROJECT NAME** (hereinafter also referred to as the "Installation") at a fixed price and shall come into effect upon its signature.

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1.0 Contractual documents

1.1 Entire Agreement

This Agreement comprises the entire agreement between the Parties concerning the subject matter hereof. Other provisions, in particular general terms and conditions of supply of the Contractor, are hereby excluded, unless expressly set out otherwise in this Agreement.

1.2 Order of priority of contractual documents

This Agreement consists of the contractual components with the order of priority as stated in the following ranking:

- the contractual provisions contained herein;
- the specifications with description of performance and preliminary remarks (hereinafter "Specifications");
- the tender documentation and the documents referred to therein with the ranking set out therein;
- Nemak works norm Electronics/mechanics/pneumatics; and
- Nemak Standard Terms and Conditions of Purchase.

1.3 Written form

There are no ancillary agreements or additional agreements to this Agreement. Amendments and additions to this Agreement require written confirmation from Nemak to be valid; this shall also apply to the amendment to or cancellation of the above written form requirement. Faxes and emails shall [not] constitute written form within the meaning of this written form requirement.

1.4 Confidentiality

1.4.1 Unless expressly set out otherwise, each Party undertakes to hold and treat confidentially any information which is defined as confidential in this Article 1.4 (hereinafter "Confidential Information"), in particular not to give third parties access to it either in whole or in part, irrespective of form, without prior written approval from the other Party, to protect it from access by third parties and to only use it for the purposes of this Agreement.

1.4.2 The Parties agree that the term "Confidential Information" shall mean any information property of or in the possession of Contractor or Nemak (the "Disclosing Party"), that is or has been provided or otherwise disclosed to Contractor or Nemak, as the case may be (the "Receiving Party"). Confidential Information may include, without limitation, any data, reports, evaluations, projected figures, business plans, strategies, analyses, product specifications, know-how, trade secrets, technologies, designs, prototypes, or other documents and information, either verbal or written or in any other form, which contain or relate to information relating in any manner to Disclosing Party or any company that controls, is controlled by, or is under common control with Disclosing Party, which are not in the public domain and which Disclosing Party or a company affiliated with Disclosing Party within the meaning of § 15 et seq. Stock Corporation Act, provided or will provide to the Receiving Party.

1.4.3 The following is not Confidential Information within the meaning of this

Agreement:

- a) information which was in the lawful possession of the Receiving Party before the respective information was provided to the Receiving Party by Disclosing Party, and about which the Receiving Party confirmed this fact in writing to Disclosing Party directly after receipt of the respective information;
- b) information that the Receiving Party receives from a third party that was not bound by a duty of confidentiality;
- c) information which was or becomes generally publicly available without the Receiving Party breaching this Agreement;
- d) information which was developed by the Receiving Party itself without the assistance of any Confidential Information; and
- e) information disclosed due to a statutory obligation or a court or official order. In this event, Receiving Party shall promptly provide a notice to Disclosing Party (unless legally prohibited from doing so) so that Disclosing Party may seek a protective order or other appropriate remedy. If such protective order or remedy is not obtained by Disclosing Party, then Receiving Party may furnish the portion of Confidential Information that Receiving Party is legally compelled to disclose and will use its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information that is disclosed.

The Receiving Party bears the burden of proof for the existence of each of these exceptions.

1.4.4 The Receiving Party shall only disclose Confidential Information to those employees, employees of affiliated companies or third parties/subcontractors on a need-to-know basis and who (i) require such information for the purpose of carrying out activities related to this Agreement, (ii) are informed by Receiving Party of the confidential nature of the Confidential Information, and (iii) are bound to Receiving Party by confidentiality obligations. If the Receiving Party becomes aware that the Confidential Information is in the possession of an unauthorized third party or has been lost, then it shall inform Disclosing Party thereof in writing without undue delay.

1.4.5 The Receiving Party recognizes that this Agreement neither intends to nor can it be construed to grant any rights or license in the Confidential Information or in any intellectual property of Disclosing Party, unless expressly set out otherwise in this Agreement.

1.4.6 Upon termination of this Agreement or upon written request by Disclosing Party, whichever occurs first, Receiving Party shall, and shall cause its affiliated companies, subcontractors and/or representatives to promptly (i) return the Confidential Information to Disclosing Party, or (ii) destroy or delete the Confidential Information, providing written confirmation thereof. This applies also to all copies and notes which have their origin in the Confidential Information. The Receiving Party is not entitled to refuse performance or retain any right in such documents or data carrier unless a right to this effect has been ruled final and absolute by a court of competent jurisdiction or has been considered undisputed by Disclosing Party in a given case. Any Confidential Information which has been saved electronically shall be destroyed by the Receiving Party upon termination of this Agreement or upon Disclosing Party's written request, whichever occurs first. Disclosing Party shall be given confirmation of this destruction in writing without undue

delay. The Receiving Party shall continue to keep strictly confidential all Confidential Information provided verbally or otherwise when this Agreement ends.

1.4.7 The confidentiality obligations shall also apply once this Agreement has been terminated and shall not expire until 10 years after successful acceptance of the Installation as set out in Article 9.

1.5 Duty to supply information

Until successful acceptance of the Installation as set out in Article 9, the Contractor shall comprehensively inform Nematik without undue delay in writing about new technical developments regarding the Installation and new statutes and planned statutes provided they have an influence on the erection and operation of the Installation.

1.6 Sub-contractors; Sub-suppliers

The Contractor is not entitled to assign its obligations regarding the Installation in whole or in part to third parties without prior written consent of Nematik. In any event, the Contractor remains fully liable for performance of the obligations set forth in this Agreement and for any breach of the third parties instructed by it. Nematik is entitled to hold direct discussions with any sub-contractors and/or sub-suppliers instructed by the Contractor. If the Contractor so requests, these discussions shall take place in its presence. Upon request, the Contractor shall provide Nematik with proof of which sub-contractors and sub-suppliers it instructs and on which dates the required materials/services were ordered.

2.0 Scope of services and execution of Installation

2.1 Scope of supply and services

The detailed scope of supply and services is set out in the Specifications, including the description of performance, and the technical proposal from the Contractor dated XX.XX.XXXX.

2.2 Supply of a complete Installation

The Contractor shall supply a complete Installation containing all parts necessary for a timely and defect-free operation and for achieving the agreed performance data and the agreed parameters even if the individual parts and/or services required therefor are not listed separately in the Specifications.

The Contractor shall neither visibly affix to the Installation its company logo nor any third party's company logo or any other form of visible manufacturer identification. In the event the Contractor is statutorily obliged to affix its company name and/or address to the Installation, the design of this affix shall be neutral, shall not attract attention and shall not exceed the size necessary to read the affix, provided, however, that the Contractor shall still refrain from visibly affixing its company logo or the company logo of a third party to the Installation. If required by statutory law, Nematik shall be entitled to request affixing the company logo and/or address to the Installation, which affixing shall be at a certain position in accordance with statutory law.

2.3 Modifications to the Installation

2.3.1 Nematik is entitled to request modifications to the Installation after this Agreement has been signed insofar as the Contractor can reasonably be expected to implement these modifications. Upon receipt of the request for modification, the Contractor shall review such request without undue delay and inform Nematik within 10 business days whether the request for the modification can be implemented and, if not, the reasoning behind such impossibility.

2.3.2 If the request for modification can be implemented, the Contractor shall submit to Nematik within the following 10 business days a realization offer regarding the modification, stating the delivery period, planned dates and effect on the remuneration considering the previously agreed price structure.

2.3.3 If the realization offer results in any extra costs to Nematik or if postponement of the acceptance date as set out in Article 7.1 by more than 10 days becomes necessary, Nematik is entitled to request (before deciding whether to have the modification carried out) that the Contractor discloses in writing the calculation for the additional work and/or the production plans that may have to be changed.

2.3.4 If Nematik requests an additional service not included in the Specifications, then the Contractor shall, without undue delay, prepare a written offer stating the costs for the additional service and any unavoidable changes to the time schedule and send this to Nematik.

2.3.5 The Contractor is not authorized to make any unilateral or arbitrary modifications to the Installation and shall inform the purchase department of Nematik in writing of any modifications or departures it considers necessary, stating all resulting consequences regarding suitability for the contractually intended purpose. Nematik must approve in writing any modifications and deviations and such modifications and deviations shall not release the Contractor in other respects from its responsibility for the overall performance, in the understanding that the Contractor cannot apply any restriction to its warranty duties therefrom.

2.4 Availability of water and electricity

Nematik shall provide water and electricity in the respectively available voltage to the extent required for the purposes of this Agreement free of charge at the assembly site at Nematik at a distance of no more than 100 meters, however, not for heating purposes. The Contractor shall set up at its own cost the required supply and waste pipes and connections corresponding to the technical provisions accordingly and shall have them removed upon termination of this Agreement or upon written request by Nematik, whichever occurs first. The Contractor shall provide Nematik the required connection data before assembly commences. Upon Nematik's request, the Contractor is obliged to provide other companies with joint use of the supply lines set up by it provided the Contractor is not prevented from carrying out its work by so doing. The Contractor shall agree directly with the respective joint user on the remuneration.

2.5 Assembly

The Contractor shall provide any and all machines, appliances, scaffolding, lifting gear, assembly huts, among others, that it requires to execute this Agreement at its own cost and risk. If in exceptional cases the Parties agree that Nematik be responsible for providing such items, then this shall be done at the cost and risk of the Contractor.

2.6 Work carried out in an hourly basis

If in exceptional cases it is agreed in writing between the Parties that work be carried out in an hourly basis, then such work shall be charged at fixed rates. The Contractor shall submit daily to Nematik or a third party designated by it, written proof of the hours (time sheet) worked per day; provided, however, that in case of conflict, the time sheet provided by Nematik shall prevail over any other time sheet presented by Contractor or its personnel. The written proof must be signed by Nematik or the designated third party. Work carried out in an hourly basis shall not be remunerated as a matter of principle if there is no signed proof of the hours actually worked by the Contractor's personnel.

2.7 Training

The Contractor shall initiate and train Nematik personnel in the appropriate and agreed language on the operations and servicing of the Installation so that the personnel is able to operate and service the Installation on its own. The training sessions shall last at least [*] hours. Nematik is entitled to have at least 20 fully-trained people at its disposal.

Immediately upon termination of this Agreement and without undue delay, the Contractor shall inform Nematik in writing of the required level of knowledge that the employees must have. The initial instruction and the training shall take place at the site of Nematik. The fee for the initial instruction and training is included in the agreed total price.

The documentation for the training session must be up-to-date and shall be provided in advance.

2.8 Compatibility

If, within five years from the conclusion of this Agreement, Nematik decides to purchase from the Contractor a further installation of the same or comparable type as the Installation, the Contractor shall guarantee to Nematik that the second installation shall be in principle compatible with the Installation ordered under this Agreement.

The Contractor shall timely inform Nematik in writing before there is a change to the type of installations that this Installation is part of and shall give Nematik the option of acquiring a further installation of the type that is the subject of this Agreement.

2.9 Specific directed sub-suppliers or products

Nematik reserves the right to require the Contractor to use specific directed sub-suppliers or products when fulfilling its obligations under this Agreement. This shall not alter the sole responsibility of the Contractor for sub-suppliers or products unless the Contractor had informed Nematik in writing without undue delay about legitimate reservations concerning the directed sub-supplier or products. Insofar as the requirements made by Nematik give rise to proven additional costs, then such costs shall be borne by Nematik. Any reduction in costs shall be passed on to Nematik.

3.0 Documents

3.1 Documentation from Nematik

Any documentation that Nematik provides to the Contractor, including but not limited to, samples, drawings, models and similar (hereinafter "Nematik Documentation") shall remain the exclusive property of Nematik.

Upon Contractor no longer requiring such Nematik Documentation to comply with its obligations under this Agreement, the Nematik Documentation shall be immediately returned to Nematik even without request from Nematik. This obligation is also applicable to punches, models and other molds unless any other agreements were signed in this regard. All Nematik Documentation shall be considered Confidential Information.

3.2 Review of Documentation

Nematik Documentation shall be reviewed by the Contractor before starting construction to ascertain that it is complete and that the inner measurements are correct. The Contractor shall forward any reservations against the Nematik Documentation to Nematik in writing without undue delay. If the Contractor has raised concerns and has proven that corrections are necessary, then Nematik will undertake such corrections and provide corrected Nematik Documentation. If any drawings are missing, then the Contractor shall request these without undue delay from Nematik in writing. Upon signature of this Agreement, the Contractor shall be responsible for drawing management, for ensuring that the drawings remain complete and for the timely execution of supplies and services for the performance of the obligations pursuant to this Agreement.

3.3 Documents of Contractor

All documents to be supplied by the Contractor shall be handed over to Nematik without separate request on the agreed dates or – if no specific date is agreed upon by the Parties – in due time to prevent any delays to the construction or other work.

If the documents to be supplied by the Contractor require a response from Nematik, these documents must be supplied to Nematik within a reasonable period in order to reasonably enable Nematik to provide its response.

3.4 Insurance of Nematik Documentation

All Nematik Documentation and materials required for construction which are property of Nematik shall be insured at the cost of the Contractor for damage and loss as long as they are in the possession of the Contractor.

3.5 Construction materials produced by the Contractor

The construction materials produced by the Contractor according to information or documentation of Nematik such as punches, gauges, matrices, models, samples, tools, molds, dies, data processing programs and similar may only be used by the Contractor to perform its obligations under this Agreement. The Contractor may not use these construction materials either for its own purposes or offer them or give access thereto to third parties. These construction materials shall be considered Confidential Information.

3.6 Review of drawings

Before commencing work on the Installation, all drawings shall be discussed with and approved by Nematik.

3.7 No restriction of warranty

The Contractor alone is responsible for all errors, inaccuracies and omissions in drawings, calculations and other technical documents. The warranty and guarantee obligations with

respect to the Installation shall not be waived as a result of Nematik's approval of drawings, calculations and other technical documents. This also applies to any Documentation provided by Nematik and/or proposals or recommendations made by Nematik.

3.8 Dispatch of technical documents

All documents required for acceptance, operation, service and repair, in particular test reports, works certificates, drawings, plans, instructions, repair manuals, among others, shall be supplied by the Contractor in a form in which they can be replicated on data carriers suitable to Nematik. The Contractor shall supply three copies thereof in the appropriate and agreed language free of charge.

These documents shall be updated by the Contractor without undue delay as soon as subsequent modifications have been made to the Installation.

3.9 Hazardous materials

If the Installation contains hazardous materials, a safety data sheet or, if adequate under statutory requirements, a safety information sheet shall be attached to the delivery.

3.10 Declaration of Conformity

After the Installation has been successfully delivered, the Contractor shall issue and provide Nematik with a declaration of conformity in accordance with statutory requirements. As a visible external sign of conformity, the Contractor shall attach the CE mark to the Installation in accordance with the statutory provisions.

3.11 Deposit of technical documents, utilization rights, emergency manufacturing right

3.11.1 Subject to the occurrence of a default event, the Contractor shall transfer to Nematik all documents for the Installation, special technical documents, drawings, data carriers with corresponding technical content, and any other Nematik Documents and Confidential Information, in order to secure operation of the Installation and the procurement of spare parts and service. Subject to the occurrence of a default event, as defined below, the Contractor shall grant to Nematik a non-exclusive right unrestricted in time and territory to use these documents to operate the Installation and to service and repair it, including the right to transfer and to issue sub-licenses.

3.11.2 Nematik shall have the right to determine in good faith the existence of a breach or default by Contractor. Should Nematik identify a breach or default of one or more obligations of Contractor, Nematik shall notify Contractor within a reasonable time and shall, if possible, show reasonable evidence of the corresponding breach or default (the "Notice of Default"). The Parties agree that the number of days in breach or default shall be counted as of the first calendar day in which the breach or default occurred. Notwithstanding the foregoing, the Parties hereby agree that Contractor shall have a cure period of 5 business days to remedy or cure any breach. During this period, Contractor may reasonably submit any evidence and comments to prove it is in compliance, and in such case, both Parties will proceed to negotiate in good faith to reach a mutual agreement.

A default event shall occur in the event the Contractor ceases to perform its obligations pursuant to this Agreement or upon occurrence of any of the events set forth in Article 16.1.1.

3.11.3 Subject to Nematik's termination of this Agreement in accordance with Article 16.1 before the Installation can be accepted, the Contractor – in addition to Article 3.11.1 – hereby transfers to Nematik copies of the documents required to manufacture and complete the Installation and hereby grants to Nematik the utilization rights required in order to manufacture and to complete the Installation itself or to have it manufactured and completed by third parties. Upon occurrence of an event as set out in this Article 3.11.3, the Contractor is entitled to a remuneration for the successfully transferred and granted utilization rights in accordance to the usual market conditions. Nematik is entitled to set off compensation claims to which Nematik is entitled against the remuneration claim of the Contractor for the grant of the utilization rights. The same shall apply if another default events occurs.

3.11.4 The Parties shall upon conclusion of this Agreement agree in writing on the documents subject to Article 3.11.1 and 3.11.3. Such written list shall be attached as **Schedule 1** to this Agreement. If a document required for acceptance, operation, service and repair, in particular test reports, works certificates, drawings, plans, instructions, repair manuals, among others, has not been listed in Schedule 1, it is subject to the provisions under Article 3.8.

3.12 Compensation in the case of deviations from the construction documents

If the Contractor deviates from the completion documents approved by Nematik, then it shall pay for all damages, losses and costs sustained by Nematik or third parties owing thereto. This shall include, but not be limited to, costs for subsequent investigations, expert reports, additional calculations, subsequent treatment, replacement deliveries, among others, unless the Contractor is not responsible therefor.

4.0 Coordinator

4.1 Appointment of a coordinator

While the obligations pursuant to this Agreement are being performed, both Parties shall appoint a coordinator at no separate charge. Nematik shall name its coordinator in writing once this Agreement has been signed.

4.2 Appointment only with Nematik's consent

The Contractor shall propose a qualified engineer or a construction engineer to Nematik for the intended project and only appoint him/her as coordinator with the prior written consent of Nematik. Nematik shall be informed of the Contractor's suggested coordinator in writing. The Contractor shall take all reasonable steps in order to ensure that its appointed coordinator can work on the project until its completion without substantial interruptions.

4.3 Powers of coordinator

The Contractor shall provide the coordinator with any and all necessary authority and powers of attorney to enter into and be bound by this Agreement and to enable the coordinator to make all decisions required during construction, production, assembly, commissioning and the test run without undue delay.

4.4 Instruction rights vis-à-vis the coordinator

The Contractor's coordinator shall follow the instructions issued with respect to

maintaining security and order on the building site by Nematik's coordinator or by third parties authorized by Nematik's coordinator.

4.5 Dismissal of coordinator

If Nematik ascertains that cooperation on a basis of trust with the Contractor's coordinator is no longer feasible, then the Contractor's coordinator shall be dismissed without undue delay by the Contractor, and without any additional costs for Nematik, shall be replaced by another qualified coordinator without undue delay in accordance with Article 4.2.

5.0 Prices and services included

5.1 Price

5.1.1 The total order value shall be **XXX Euros** plus applicable statutory VAT, which shall be a fixed price during the term of this Agreement for the supply, erection, and commissioning of the Installation at the site of Nematik including all contractual ancillary work.

5.1.2 It is agreed that if any further installations of the same or comparable construction and configuration are ordered by Nematik, Nematik shall be granted at least the same reduction on the list/gross prices in place at the time of construction of the further installation as agreed under this Agreement for the entire scope of delivery of the respective further installation.

5.2 Services included

The agreed price shall include everything the Contractor has to do to fulfill its duty regarding the Installation, to supply and perform at the agreed place of use, in particular but not limited to freight, including unloading and moving to the place of use, customs duty, customs handling costs, packaging, assembly, scaffolding, commissioning, acceptance, insurance, securing the construction site and all ancillary costs. This also includes disposing of all auxiliary and operating materials contributed by the Contractor or its sub-contractors and sub-suppliers on the works premises of Nematik which have not been dispersed by acceptance and which Nematik itself cannot use. This also applies to any remaining packaging, transport materials, among others. This shall also include, but not be limited to, scaffolding/lifting gear.

5.3 Payment **TO BE DEFINED**

5.3.1 Nematik shall make the following mutually agreed payments on request:

- 1. Payment- **XX%**
Upon signature of this Agreement in return of a payment guarantee free of charge and unrestricted in term in accordance with Article 5.4.

- 2. Payment - **XX%**
After delivery.

- 3. Payment - **XX%**
After successful documentation of **Pre-Acceptance or SoP (Start of**

Production) of the Installation with full compliance of the specified parameters.

4. Payment - **XX%**
After successful confirmation in writing of final acceptance of the Installation with full compliance of the specified parameters; warranty retention of 10% of total order volume or payment of full installment in return for a payment guarantee free of charge and limited in term until the end of the warranty in accordance with Article 5.4.

5.3.2 Term of payment: **60 days net after the aforementioned conditions have been satisfied and after receipt of a proper invoice by the Contractor.**

5.4 Payment guarantee

If payment guarantees are to be provided under this Agreement, these shall be provided to Nematik free of charge from a credit institution or credit insurance service of recognized standing and acceptable to Nematik.

5.5 Transfer of title

5.5.1 At the latest upon payment of the total price, excluding the agreed warranty retention of 10% in accordance with Article 5.3, title to the Installation shall transfer to Nematik without restriction.

5.5.2 If Nematik makes part payments, the Contractor hereby transfers pro rata in each case the joint ownership in the Installation to Nematik in the proportion of the payments already made compared to the total price, excluding the agreed warranty retention of 10 per cent. In addition, the Contractor hereby transfers to Nematik pro rata title in the materials purchased by the Contractor for the Installation in the proportion of the payments already made compared to the total price, excluding the agreed warranty retention of 10 per cent.

5.5.3 The Parties agree that all processing of materials in the ownership of Nematik shall be carried out for Nematik.

5.6 Final invoice

Contractor shall issue an invoice based on the purchase orders issued by Nematik or based on the services agreed with Nematik. If Contractor is subscribed to the Ariba Network Fulfillment service for invoicing, then Contractor agrees that any and all invoices shall be issued and transmitted by Ariba or its named subcontractors through that platform. The invoices must meet all requirements set forth in applicable laws. For clarity purposes, the Parties agree that the payment term shall commence on the day in which an invoice that complies with the requirements set forth in applicable law has been received by Nematik. Once the payment term has lapsed, the payment of an invoice shall be made on the following payment date as per Nematik's general supplier payment calendar. Contractor acknowledges that the payment made by Nematik does not imply the conformity or acceptance of the Installation in any respect. Three copies of the final invoice shall be prepared and sent to Nematik within four weeks after acceptance of the Installation without reservation with the documents required for the inspection.

5.7 Buy-back clause

If parts delivered by the Contractor are not required for the Installation and these parts are in flawless condition, the Contractor is obliged to buy back these parts at the agreed purchase price unless these parts were specially manufactured or purchased for Nematik and cannot be used for any other purpose by the Contractor. If the parts delivered and not required have been damaged outside the responsibility of the Contractor but are still fully functional, the Parties shall come to an agreement about an appropriate price reduction regarding these parts.

6.0 Work progress check/quality assurance

6.1 Production planning

The Contractor shall provide Nematik with a production plan (material deadline list/completion schedule) without undue delay and at the latest within **eight calendar days** calculated upon signature of this Agreement. This production plan shall show, without limitation, the future completion status of the Installation per calendar week. The Contractor shall inform Nematik in writing on an on-going basis of any modifications.

6.2 Notification regarding work progress

The Contractor shall provide Nematik regularly and without separate request at **14** calendar day intervals with information regarding the exact respective completion status of the Installation. Upon Nematik's request the Contractor shall provide Nematik with a written interim report within **seven** calendar days.

6.3 Right to inspect

Nematik reserves the right to inspect Contractor's performance and compliance with this Agreement at any time. Contractor shall cooperate in order for Nematik to (i) have access to any information, data, documents, graphics and other information related directly or indirectly to the Installation, with the fulfillment of any purchase order, with any payment made to Contractor, or with any claim made by Nematik, and (ii) monitor the work progress regarding the Installation after prior notification within normal business hours at the production site of the Contractor.

6.4 Right to information

The Contractor shall provide Nematik with all information required for the inspection according to Article 6.3, unless the Contractor is justifiably prevented from providing such information due to confidentiality restrictions.

6.5 Right to examine

Nematik is entitled but not obliged to examine whether the agreed production, manufacturing procedures, quality assurance and documentation requirements are complied with and the agreed measuring and inspection instruments and methods are applied. Nematik shall be permitted to examine all completion, control and inspection documents, in particular, but not limited to, inspect lists and control charts. Upon Nematik's request, demonstrations shall be carried out for inspection purposes unless this is economically not feasible.

If the result of an examination is negative and the examination has to be repeated for that reason, the entire costs for the renewed examination shall be borne by the Contractor unless the Contractor is not responsible for the negative result.

The Contractor shall issue to Nematik a written invitation at the latest 14 calendar days before an agreed or prescribed official or expert interim inspection.

6.6 Inspection rights to third parties

The Contractor shall oblige its sub-contractors and sub-suppliers in writing to allow Nematik to exercise its inspection rights set out in this Article 6 also on their respective premises.

6.7 Support

If Nematik exercises the rights under this Article 6, the Contractor shall support Nematik at its own cost applying its best efforts. If required and requested by Nematik, the Contractor shall provide Nematik with a qualified employee free of charge while on the premises of the Contractor in order to exercise the rights under Article 6; this employee will assist Nematik with the quality assurance measures. The Contractor shall also oblige its sub-contractors and sub-suppliers to provide Nematik with the support set forth in this Article 6.7.

6.8 Remedy of defects in quality before acceptance

If Nematik ascertains before acceptance of the Installation that work carried out or materials supplied do not comply with the specifications and standards agreed under this Agreement or are faulty, Nematik shall inform the Contractor thereof. The Contractor is then obliged to remedy the defects at its own cost without undue delay. This shall have no effect on any other contractual or statutory rights and claims of Nematik.

6.9 Exercise of rights by third parties

Nematik is entitled to instruct a third party to exercise its rights under this Article 6 vis-a-vis the Contractor and its sub-contractors and sub-suppliers.

7.0. Delivery deadlines; Default in delivery

7.1 Delivery and acceptance deadlines **TO BE DEFINED**

The following deadlines shall be binding for the supplies and services set out in detail under Article 2.1:

- Pre-acceptance on supplier's site (IF NEEDED)	Week XX/2023
- Delivery	Week XX/2023
- Installation & commissioning	Week XX/2023
- Pre-acceptance at Nematik	Week XX/2023
- SoP (Start of Production)	Week XX/2023
- Final acceptance of the complete Installation	Week XX/2023

7.2 Notification of foreseeable delays in delivery

7.2.1 If it becomes apparent to the Contractor that an agreed deadline probably cannot be complied with irrespective of reason, the Contractor shall inform Nematik thereof in

writing without undue delay stating the exact reasons and the probable length of the delay.

7.2.2 In the event of a foreseeable delay the Contractor shall undertake all necessary measures in order to ensure that the agreed deadline can be met or that the delay is as short as possible, even if that means incurring in additional expenses at Contractor's cost. Furthermore, the Contractor shall inform Nematik about all measures undertaken to mitigate the delay and all measures yet to be implemented in this respect. Notification of a foreseeable delay in delivery shall not alter the agreed deadlines.

7.3 Consequences of delay in delivery; Penalty due to delay

7.3.1 If the Contractor exceeds an agreed deadline as set out in Article 7.1, the Contractor shall pay Nematik a penalty for the delay per each working week commenced of 0.3% of the total price as stated in Article 5.1, unless the Contractor is not responsible for exceeding the deadline. The contractual penalty shall be limited to 5% of the total price as stated in Article 5.1. Nematik can assert the contractual penalty until the final payment without reservation.

7.3.2 In addition, Nematik is entitled without restriction to the claims and rights as set out under this Agreement and any applicable statutory law in the event of delay in delivery. Any contractual penalty shall thereby be set off against its claims.

7.4 Written request for required Documentation, materials, etc.

The Contractor may only argue that the delay was attributable to Nematik's failure to meet its obligation to provide Documentation, Specifications or materials if the Contractor has requested these in writing and Nematik failed to provide them in due time.

7.5 Force majeure

Any non-performance or delay in performance by any Party (the "Nonperforming Party") shall not be considered a breach or default if such non-performance or delay is due to a fire, flood, severe storm, explosion, war, insurrection, terrorism, or earthquake. If Contractor is the Nonperforming Party, then Nematik shall have the right to: (i) acquire the products or services at a reduced price; (ii) cancel any purchase order; and/or (iii) terminate this Agreement if Contractor is prevented from fully complying with its obligations for more than 15 calendar days; provided, however, that the Nonperforming Party shall take all necessary measures to minimize the impact the other Party may endure due to the force majeure event.

8.0 Functional tests; Test run

8.1 Functional tests

Upon completion of the works to be performed under this Agreement, the functional tests with and without load shall commence without undue delay for individual parts of the Installation, installation groups and to the entire Installation. Further details are set out in the Specifications.

8.2 Test run

If the Installation proves to be ready for operation the test run shall be commenced without undue delay in order to ascertain the functional integrity of the Installation.

8.3 Supervision during test run

During the test run the Installation shall be used for production according to a program to be prescribed by Nematik; however, the test run shall be carried out under the supervision and responsibility of the Contractor.

8.4 Damages during test run

Damages incurred during the test run of the Installation shall be the responsibility of the Contractor unless the Contractor can prove that Nematik personnel handling the Installation acted with gross negligence against the instructions given and explained by the Contractor and thereby caused the respective damage.

8.5 Agreement regarding test run

The Contractor must agree with Nematik, with other companies involved and the production and maintenance operations of Nematik in order for the test run to commence.

8.6 No acceptance through test run

Commencement of tests or any event during the test run does not affect the passage of risk, acceptance or commencement of the statute of limitations.

8.7 Interruption and re-commencement of test run

If the test run is interrupted by more than two business days, then it shall be started again from the beginning after the end of the interruption. Any costs arising from interruption and re-commencement shall be borne by the Contractor unless the Contractor is not responsible for the interruption.

9.0 Acceptance

9.1 Joint acceptance

If, upon successful completion of the test run, the Installation has proven to be functional and is in full compliance with this Agreement, the joint acceptance of the Installation shall take place. The parameters set out in the Specifications shall be documented.

9.2 Fixed date of acceptance

Acceptance shall take place during a period of **five consecutive business days** after successful completion of the test run.

9.3 Costs of acceptance

The material costs incurred in connection with the acceptance shall be borne by the Contractor, except for any costs for production means and energy.

The measuring instruments required for the documentation of performance, including setting them up and dismantling them, shall form part of the scope of the services of the Contractor.

The Contractor and Nematik shall each bear their own personnel costs incurred in

connection with the acceptance.

9.4 Acceptance record

If the Contractor proves to Nematik that the parameters regarding acceptance stipulated in this Agreement and the Specifications have been achieved, acceptance shall be confirmed in an acceptance record.

9.5 Repetition of acceptance attempt

If the acceptance attempt reveals that the Installation was not manufactured in compliance with this Agreement and the acceptance attempt fails as a result of such non-compliance, the Contractor shall without undue delay and at the latest within five calendar days calculated from the failed attempt, do everything in its power to ensure that a further acceptance attempt can be made successfully. All costs incurred by the further acceptance attempt shall be borne by the Contractor unless the latter is not responsible therefor.

9.6 Acceptance subject to reservation

If during the acceptance attempt defects are ascertained which do not affect the function of the Installation, the acceptance can take place subject to the reservation that these defects shall be remedied by the Contractor without undue delay. A reasonable amount, at least threefold the costs required for the remedy of the defects, shall be retained until the defects are remedied.

9.7 Transfer of risk **TO BE DEFINED**

Risk is transferred on **SoP (Start of Production) OR successful acceptance whichever occurs first.**

9.8 Approval of authorities as integral part of acceptance

If the Installation can only be operated with the approval of an authority (e.g. technical inspection association, trade supervisory office, professional association) such approval shall be one of the essential requirements for acceptance. If approval is not granted or is granted with delay, the Contractor shall bear all costs incurred by Nematik in this respect, unless the Contractor is not responsible therefor.

10.0 Guarantee; Warranty

10.1 Representations and Warranties

The Contractor warrants that the Installation (i) complies with the Specifications, (ii) is free of any flaws, defects or errors, (iii) is fit for the contractually intended purpose, (iv) all work provided by it will be performed professionally and with the agreed quality standards and corresponds to the latest state-of-the-art technology, (v) it has obtained the licenses, permits, registrations, certificates, and any other authorization necessary for the execution and performance of this Agreement, (vi) the relevant legal provisions which are applicable at the agreed place of delivery and any provisions and guidelines of authorities, trade and professional associations which apply to the Installation, including any applicable law, are being complied with, (vii) it is the lawful owner of the intellectual property rights (including any trademark, patent, trade secret, know-how, design, and copyright) associated with the Installation, and it has the right to use, export, import, and/or sell the Installation and

any component thereof, and it shall not infringe or violate applicable law or intellectual property rights of any third party, (viii) it has not manufactured, contracted to have manufactured for, or supplied any products that contain conflict minerals, and (ix) none of Contractor, any of its directors, officers, agents, employees, advisors, shareholders, or, to the knowledge of Contractor, any of its suppliers or subcontractors, (a) is a sanctioned person, or (b) carries out any business in a sanctioned country and it has not directly or indirectly (a) lent, contributed, made funds available, entered into contracts or otherwise done business with any sanctioned person or in a sanctioned country, or (b) sourced any raw materials necessary to produce the products or materials necessary to perform the Installation from any sanctioned person or sanctioned country.

The Contractor must comply with the work safety provisions, the requirements of the Product Safety Act applicable at the Nematik plant, the accident and fire prevention provisions and the environmental law provisions. The Contractor furthermore warrants that the Installation constitutes a state-of-the-art energy efficient technology, such energy efficiency being in particular assessed according to the rules set out in DIN ISO 50001. The Contractor also warrants that the Installation is free of any rights of third parties, that the Contractor has unrestricted right of disposal, that the Installation to be delivered by it is a construction that is easily maintained and has a high installation life factor, that it satisfies the parameters stipulated in the Specifications and shall fulfill an availability rate of **at least 98 percent of the time (to be defined; project specific)**. The availability rate shall be determined according to the **VDI-Standard 3423** in its respectively current version.

10.2 Rights with respect to material defects

10.2.1 During the warranty period the Contractor shall remedy without undue delay and free of charge any defects which appear in the Installation. Nematik is entitled to choose whether such remedy shall be effected by repairing the defect or by replacing the defective parts (both options are collectively referred to as "Subsequent Performance"). The costs for Subsequent Performance to be borne by the Contractor shall include in particular, but not be limited to, the costs to ascertain the defect, the costs for removing and replacing any parts, the costs for removing the entire defective Installation and its replacement by a defect-free installation and the travel and transport costs.

10.2.2 If Subsequent Performance is not possible, fails or is not carried out within a reasonable period of time set by Nematik (hereinafter referred to as "Deadline") if the setting of such Deadline is legally required, Nematik shall be entitled to rescind this Agreement, reduce the agreed price by written notice to the Contractor in the proportion of the value of the Installation in defect-free condition at the time of signature of this Agreement compared with the actual value, and/or demand compensation. Compensation may also be claimed after rescission has been declared.

If Subsequent Performance is not possible, fails or is not carried out within the Deadline, if the setting of such Deadline is legally required, Nematik is also entitled to remedy the defects itself or have it remedied by third parties at the cost and risk of the Contractor.

10.2.3 The reasonableness of the Deadline shall be assessed in the light of the operational interests of Nematik. If Nematik cannot reasonably be expected to set a Deadline for Subsequent Performance, Nematik is entitled to reject Subsequent Performance without such Deadline. In particular, a Deadline for Subsequent Performance can be considered unreasonable if the Subsequent Performance offered by the Contractor were to lead to unreasonable delay in the commencement of production. This also applies if the success of the Subsequent Performance is uncertain, in particular, but not limited to, regarding parts of the Installation with safety relevance or those parts

which are required for commencement of production or the maintenance of production without disruption.

10.2.4 In the event Nematik rescinds this Agreement, Nematik remains entitled to use the Installation at its own risk in return for a reasonable fee (which may be set-off against claims for re-payment) until a replacement installation is ready for operation.

10.2.5 In urgent cases after consulting with the Contractor Nematik may also remedy the defects itself or have such remedied by third parties without setting a Deadline. Small defects may be remedied by Nematik itself without prior agreement, in satisfaction of the duty to mitigate damages, without placing a restriction on the warranty obligations of the Contractor. This also applies if there is a threat of unusually high damages.

10.3 Rights with respect to defects in title

10.3.1 If third parties assert rights that interfere with the use of the Installation Nematik may choose whether the Contractor has to modify the Installation, so that the Installation no longer infringes the rights of third parties, provided that compliance with the Specifications is ensured, or if the Contractor, at its own cost, acquires from the third party the rights for Nematik to use the Installation.

10.3.2 If this is not possible, unsuccessful or if this does not take place within a reasonable period of time set by Nematik, if the setting of such reasonable period of time is legally required, Nematik is entitled to either rescind this Agreement, reduce the price of the Installation and/or demand compensation. Compensation may also be claimed after rescission has been declared. In addition, Nematik is entitled to carry out the necessary modifications at the cost and risk of the Contractor itself or to have such carried out by third parties so that the Installation does not breach any rights of third parties.

10.4 Guarantee

The Contractor guarantees that the parameters listed in the Specifications and in **Appendix [10.4]** are achieved during the acceptance test and during the warranty period. If the guarantee is not complied with by the Contractor, the Contractor shall be liable for all damages or costs which arise therefrom for Nematik.

10.5 Warranty period

The warranty period is **24 months** in multiple shift operation. It commences with the acceptance date which is stipulated in the acceptance record. If acceptance is delayed without the Contractor being responsible therefor the warranty period shall be 24 months after the Installation has been installed in a condition fit for acceptance and for the contractually intended purpose.

10.6 Extension of the warranty period

10.6.1 The warranty period shall be extended by the period of interruption of production of the Installation and for any period it could not remain in operation during the investigation of a defect and/or the remedy of a defect.

10.6.2 The warranty period for repaired or replaced parts shall begin to run anew after successful completion of the Subsequent Performance or, if acceptance is agreed for the Subsequent Performance, on acceptance. If appropriate, acceptance shall be requested by Nematik in writing.

11.0 Service and support

The Contractor shall provide the following service and support services after acceptance:

11.1 Response time

Immediately after receipt of an error report and upon request from Nematik, the Contractor shall dispatch a qualified expert who shall commence the necessary repair work within 24 hours.

11.2 Hotline

The Contractor shall set up a hotline where Nematik may request and receive on first call verbal assistance to remedy defects. The Contractor shall provide Nematik with the technical details of this hotline at the latest 14 calendar days before the commencement of the warranty period.

Upon commencement of the warranty period this hotline shall be available to Nematik around the clock each calendar day free of charge.

12.0 Spare parts; Repairs

12.1 Supply of spare parts

The Contractor undertakes to supply Nematik with all spare parts during the entire life of the Installation, at least for a period of 10 years calculated from the date of acceptance. Delivery shall be made, if possible, within 24 hours following the placement of the order.

12.2 Fixed price for spare parts/limits on price increases

12.2.1 It is agreed that the price for spare parts as applicable upon signing of this Agreement shall constitute the fixed price for orders of spare parts placed by Nematik within two years calculated from the conclusion of this Agreement. Upon expiry of this two-year period, the prices for spare parts will not increase towards Nematik above the general wage and material price increases.

12.2.2 This shall also apply to the hourly rates and equipment rates quoted by the Contractor and all other service conditions.

12.3 Revealing supply sources

Insofar as parts are concerned which the Contractor does not manufacture itself, but which are supplied by sub-suppliers, these sources shall be disclosed to Nematik, and the parts shall be specified so that it is possible for Nematik to place further orders with the producers without any risk of confusion.

12.4 Warranty period

The warranty period for spare parts is 24 months after use in production and no more than 30 months after delivery to Nematik.

12.5 Time required for replacement

The Contractor shall ensure that all spare parts delivered for the Installation can be replaced without major interruption to production.

12.6 General purchase conditions

The general purchase conditions of Nematik shall apply to the purchase of spare parts and repairs, unless set out otherwise in this Agreement.

13.0 Intellectual property

If the Contractor gains experience and knowledge from working with Nematik and, thus, enabling the Contractor to register an industrial property right, then the Contractor shall grant Nematik a simple, non-exclusive, royalty free, unrestricted in territory and time, and irrevocable right of use once the industrial property right has been granted. If the cooperation leads to technical solutions which make it possible to register a joint industrial property right, then the Parties will come to an agreement as equals in each case about the legal and financial circumstances as a matter of principle.

14.0 Insurance policies

The Contractor is obliged to take out a reasonable insurance policy for all risks arising from this Agreement and to maintain it at least until the expiration of the warranty period and to provide Nematik with written proof thereof on request.

15.0 Contractual language; Correspondence

The contractual language of this Agreement is English. All correspondence and all other documentation shall be written in English. This shall also apply to all other documentation, including, but not limited to, down-payment guarantees and warranty bonds.

If the Parties use another language in addition to English, the English version shall prevail.

16.0 Termination

16.1 Termination with cause

16.1.1 Nematik is entitled to terminate this Agreement with cause, in particular, but not limited to, if

- the Contractor breaches the provisions of this Agreement and does not remedy the breach of this Agreement within a reasonable period despite written warning;
- two acceptance attempts fail;
- the financial situation of the Contractor deteriorates considerably upon signature of this Agreement and the execution of this Agreement is thus jeopardized;

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- the Contractor has filed for insolvency proceedings on its assets or a creditor has filed application for insolvency proceedings and/or similar proceedings or insolvency proceedings and/or similar proceedings have been opened;
- the commencement of insolvency proceedings and/or similar proceedings is rejected owing to lack of assets;
- a third-party or several third parties acting jointly acquire more than 50% of the shares of the Contractor and/or an affiliated company of the Contractor or otherwise gain control over the Contractor and/or an affiliated company of the Contractor unless there is no risk of any detrimental effect on the legitimate interests of Nematik;
- the Contractor or an affiliated company of the Contractor acquire more than 50% of the shares of a competitor of Nematik or otherwise gain control over the competitor of Nematik;
- if the use of the Installation is detrimentally affected owing to the infringement of intellectual property and this has not been remedied within a reasonable period of time; or
- the bindingly agreed deadlines are exceeded by more than 6 weeks.

16.1.2 In the event of termination for cause, the work carried out until termination shall only be remunerated insofar as the work results can be used by Nematik at its due discretion. There is no obligation for Nematik to use the work results. If the work results are not used the Contractor shall not be entitled to remuneration.

16.1.3 Nematik is entitled to set off any remuneration claims against claims for damages or other claims or to retain any payments until it has been ascertained whether and in what amount Nematik is entitled to claims against the Contractor.

16.1.4 As a matter of principle work not carried out shall not be paid.

16.1.5 This shall not affect or exclude any other contractual and/or statutory rights and claims of Nematik.

16.2 Termination for convenience

Nematik is entitled to terminate this Agreement at any time and without cause. In such event, the Contractor is entitled to the agreed remuneration minus the amount that the Contractor has saved in expenditure as a result of the termination of this Agreement or acquired through other use of its employees or that it has maliciously failed to acquire.

17.0 Jurisdiction

The Parties agree that any legal action or proceeding arising out of or relating to this Agreement may be brought before the competent courts in (i) [redacted]; (ii) the place where the products and/or services are located or rendered, respectively, at the time in which any proceeding is initiated; or (iii) the city in which Nematik has its registered address or corporate address.

18.0 Governing law

This Agreement shall be governed by the laws of the **Federal Republic of Germany**. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

19.0 Severability clause

If a provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall enter into negotiations in good faith with the aim of replacing the invalid provision with a valid provision which will, from a commercial standpoint, most nearly and fairly approach the effect of the invalid, illegal or unenforceable provision and the intent of the parties in entering into this Agreement. The above shall apply accordingly in case of a lacuna.

20.0 Miscellaneous

20.1. Corporate Social Responsibility

Contractor acknowledges Nematik's commitment to corporate social responsibility through the production chain of its products. Nematik has implemented and could implement various internal policies and codes of conduct applicable to Contractor's operations, and to the conduct of its employees, advisors, shareholders, suppliers and subcontractors.

Therefore, Contractor shall read and comply with the internal policies, and any amendments thereto, that are published from time to time by Nematik on the following website: www.nematik.com. Additionally, Contractor shall cause its employees, advisers, representatives, shareholders, and suppliers to comply with such internal policies.

20.2. 10 Principles of the United Nations Global Compact

Nematik has decided to follow the 10 Principles of the United Nations Global Compact and to require that participants in the production chain of its products, including Supplier, follow and be bound by such principles.

Contractor agrees to abide by the 10 Principles of the United Nations Global Compact, and shall therefore (i) support and respect the protection of internationally proclaimed human rights; (ii) ensure that it is not complicit in human rights abuses; (iii) uphold the freedom of association and the effective recognition of the right to collective bargaining; (iv) refrain from using or contracting with companies that use forced or compulsory labor; (v) refrain from employing or contracting with companies that employ minors; (vi) refrain from incurring or contracting with companies that incur in discrimination in respect of employment and occupation; (vii) support a precautionary approach to environmental challenges; (viii) undertake initiatives to promote greater environmental responsibility; (ix) encourage the development and diffusion of environmentally friendly technologies; and (x) work against corruption in all its forms, including extortion and bribery.

Contractor shall not manufacture, contract to manufacture, or supply any products or Products that contain Conflict Minerals, as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended. For clarity purposes, "**Conflict Minerals**" refer to any minerals which originate in the Democratic Republic of the Congo or other adjoining country, the exploitation and trade of which is determined to be

financing conflict characterized by extreme levels of violence and contributing to an emergency humanitarian situation in the Democratic Republic of the Congo or other adjoining country.

20.3. Sanctions Compliance

Contractor will not directly or indirectly lend, contribute, make funds available, enter into contracts or otherwise do business with any sanctioned person or in any sanctioned country.

20.4. Code of Conduct; Global Business Code for Suppliers

Contractor agrees to read and comply with Nematik's code of conduct, Nematik's Global Business Code for Suppliers and any amendment thereto, published by Nematik on the following website: www.nematik.com. Likewise, Contractor shall cause its employees, advisors, representatives, shareholders and suppliers to comply with said code of conduct and Global Business Code for Suppliers.

20.5. Workplace, Industrial Safety and Environment

Contractor shall comply with, and shall cause its subcontractors and suppliers to comply at all times with, the environmental and safety standards and procedures and any other regulations communicated by Nematik, and with any other laws, regulations, and decrees concerning the environment and industrial and workplace safety.

20.6. Compliance with Applicable Law

Contractor shall comply with, and shall cause its subcontractors and suppliers to comply at all times with any laws, regulations, decrees, and any other applicable regulations, and all permits and licenses that are necessary according to applicable law, without charge to Nematik.

20.7. Relationship of the Parties

Contractor shall perform its obligations under this Agreement with its own equipment, tools, and personnel, and shall be solely liable for any work-related accidents and/or occupational injuries affecting any of its agents and/or employees, or those of third parties contracted by Contractor. Contractor accepts that it shall be considered as the sole employer of the personnel used for the services being rendered and shall be under its immediate subordination and direction, in accordance with the applicable labor laws. In addition, Contractor agrees to be responsible for the direct payment of ordinary and extraordinary salaries, holidays, bonuses, seniority benefits, accidents, disabilities, dismissals, as well as any other labor and social security obligations and benefits. Nematik shall not in any way be considered as a substitute employer of Contractor's personnel or of the personnel employed by Contractor's subcontractors.

Contractor agrees to indemnify, defend, and hold Nematik, its affiliates, subsidiaries, parent company and their respective directors, shareholders, employees, agents, successors, and assigns harmless from any individual or class action lawsuit, as well as from any claim of Contractor's employees, even if Nematik is sued and summoned but does not appear before the competent court.

20.8. Indemnification

Contractor shall be responsible for damages and losses caused to Nematik, its subsidiaries,

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affiliates, shareholders, employees, visitors, contractors, and representatives, by any acts or omissions of Contractor, any contractor of Contractor, or their respective employees, representatives, and agents.

Therefore, Contractor agrees to indemnify, defend and hold Nematik, its affiliates, subsidiaries, shareholders, directors, employees, agents, successors and assigns harmless from any individual or class action lawsuit, as well as from any damages, fines, penalties and costs (including but not limited to reasonable attorneys' fees and trial expenses), proceedings, liabilities, liquidations, losses, claims, payments, lawsuits, actions, recoveries and judgments resulting from the breach by Contractor of any representation, warranty or obligation set forth in this Agreement.

The rights granted to Nematik under this section are independent of and in addition to any other rights to which Nematik may be entitled under applicable law.

20.9 Headings

The headings placed before each of the Articles or sections of this Agreement are for convenience of reference only and are not intended to affect the interpretation of this Agreement.

21.0 Enclosures

- I. Escrow-Agreement-Documents
- II. Guarantee
- III. Specification
- IV. []

[Contractor]

[Nematik Company]

(Management/
legally binding signature)

(Specify plant)
Management

(Management/
legally binding signature)

(Specify plant)
Purchasing Management

(Place, date)

(Place, date)