



**CONDITIONS OF PURCHASE
FOR CONTRACTS FOR SUPPLIES AND SITE SERVICES**
(Issue: December 2025)

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1. Definitions

- 1.1 "Affiliate" of a respective person shall mean any legal entity which controls the respective person, is controlled by the respective person or is together with the respective person under common control of another legal entity.
- 1.2 "Buyer" shall refer to the Linde Engineering entity entering into the Order with the Vendor as further

specified in the Main Document. Buyer shall also be referred to herein as "Party".

- 1.3 "Buyer's Site Management" shall mean the person or persons assigned to represent the Buyer on the Site.
- 1.4 "Call to Mobilize" shall mean the notice by Buyer's Site Management on the commencement of the Site Services.
- 1.5 "Commissioning" shall mean the adjustment of the Item for the purpose of starting up production of the Plant or starting up an operating phase which must necessarily precede production of the Plant (e.g. dry running), which completion shall be attested by the Vendor and the Buyer in a joint record.
- 1.6 "Demobilization" shall mean the very last travel from Site of a person of Vendor's staff.
- 1.7 "Home Leave" shall mean all absence from Site to travel to the general home of Vendor's personnel which is not due to Mobilization or Demobilization.
- 1.8 "HSE" shall mean health, safety and environment.
- 1.9 "Installation" shall mean the mechanical and electrical assembly of the Items within the Plant, which completion shall be attested by the Vendor and the Buyer in a joint record.
- 1.10 "Item" or "PO-Item" shall mean each respective supply or service as agreed on in Article 3.1 of the Main Document referred to therein by a line-item number.
- 1.11 "Main Document" shall mean the Article 1 et seqq. of the Order including any Article of any later Supplement related to the Order and the enclosures of the Order.
- 1.12 "Measurement" shall mean the measuring of completed equipment and material as a basis for invoicing the individual parts of the work.



- 1.13 "Measurement Sheet" shall mean the document containing the results of Measurement.
- 1.14 "Mobilization" shall mean the first travel of a person of Vendor's staff to the Site based on the Call to Mobilize.
- 1.15 "Mobilization Time" shall mean the period agreed in the Order between the Call to Mobilize and the actual availability and readiness of each of Vendor's personal to commence the Site Services.
- 1.16 "Order or "Purchase Order" or "PO" shall mean the formal documents comprising the contractual agreements between the Buyer and the Vendor concerning the Ordered Items, including these Conditions of Purchase and including all referred regulations, codes, standards, policies, instructions etc, irrespective of whether these documents are signed or not. Such documents shall be sent by Buyer to Vendor as original hardcopy, as e-mail attachment, via internet or otherwise. The term "Order" shall also comprise any supplements to the Order referred to.
- 1.17 "Ordered Items" shall mean the entire supplies and services including documentation, packing, transportation and other accessory obligations to be provided by the Vendor according to the Order.
- 1.18 "Owner" shall refer to the client of the Buyer for the Plant for which the Ordered Items is intended as further specified in the Main Document.
- 1.19 "Plant" shall mean the overall plant to be supplied to the Owner by the Buyer and for which the Ordered Items is intended as further specified in the Main Document.
- 1.20 „promptly“ shall mean without undue delay.
- 1.21 "Site(s)" shall mean the place(s) where Buyer erects the Plant and/or assembles parts thereof, and/or the place specified in the Main Document.
- 1.22 "Site Services" shall mean the services ordered and specified in the Main Document.
- 1.23 "Start-Up" shall mean the start of operation of the Plant or parts thereof under operating conditions in a defined sequence with the introduction of process feedstock to meet the product qualities and production rates. Start-up activities typically comprise feedstock introduction at low rates with respect to constraints of equipment including the

Supplies, adjustment of the operating conditions to design feedstock rate until on-specification production is achieved.

- 1.24 "Sub-Vendor" shall mean a natural or legal person, whom the Vendor uses to fulfil its obligations of the Order.
- 1.25 "Vendor" shall refer to the natural or legal person to which the Order has been awarded by the Buyer as further specified in the Main Document. Vendor shall also be referred to herein as "Party".
- 1.26 "Vendor's Site Manager" shall mean the person assigned to represent the Vendor on the Site who shall be authorised to make and receive legally binding declarations on behalf of the Vendor.
- 1.27 "written" or "in writing" shall refer to a document signed by hand or digitally which is transferred by letter (including courier) or as e-mail attachment.

2. Contents of the Order

- 2.1 Any conditions of the Vendor that deviate from or contradict these Conditions of Purchase shall only apply if the Buyer agrees to them in writing or by Order. In particular any references to any other general terms and conditions in the communications sent and/or in documents produced by the Vendor shall be disregarded and shall be deemed to be obsolete.
- 2.2 Orders and other declarations shall only be binding if they are issued or confirmed in writing by the Buyer or in the form of an Order.
- 2.3 If not stipulated otherwise in the Technical Specifications, the standards and technical principles as valid at the time of Order shall be applied to by the Vendor.
- 2.4 In case of discrepancies in the documents forming the Order, the Vendor shall request Buyer's instruction and until such is given comply with the tougher conditions. In case specific data for Vendor's design is missing Vendor shall request such data from Buyer.

3. General execution requirements

- 3.1 Vendor's services and supplies
 - 3.1.1 The Ordered Items shall be executed in full in a manner that ensures that they are fully functioning and safe for operation – taking into account the agreed supply and service exclusions –



making it fit for the purpose specified in the Order. Only those supplies and services that are expressly mentioned as such in the Order shall be considered excluded from the Ordered Items.

- 3.1.2 By accepting the Order, the Vendor acknowledges its obligation to take into account all relevant requirements for design, construction and operation of the Plant when manufacturing and supplying the Ordered Items, and also confirms that the location in which the Plant is situated are known to Vendor.
- 3.1.3 The Vendor shall carry out the work in a timely manner and in accordance with the requirements of internationally recognised quality management (ISO 9000 et seq. or equivalent).
- 3.1.4 The Vendor shall supply the technical documentation for all site activities to be performed up to and including the time of Start-Up of the Plant, including the operation and maintenance of the Ordered Items.
- 3.1.5 The Vendor shall comply with the statutory, official and professional organisations' regulations, recommendations and guidelines (on environmental protection, accident prevention and occupational safety, etc.) that are valid at the Site.
- 3.1.6 The Vendor shall only employ Sub-Vendors with qualifications that can be verified. Any technical and deadline requirements set out in the Order shall be passed on by the Vendor to each Sub-Vendor as appropriate in a complete way. The Vendor shall indemnify and hold the Buyer harmless from any liabilities, claims and fines of third parties or public authorities asserted against the Buyer due to non-compliance with statutory obligations on the part of the Vendor, irrespective of the legal grounds for such claims. In particular, but not limited to this example the Vendor shall, in the event that it uses hired labour, be solely responsible for complying with the applicable laws and regulations regarding temporary employment and for ensuring that the employees used by it and its Sub-Vendors are in possession of valid work permits.
The Vendor shall ensure that any of the involved contractors or suppliers along the entire supply chain will include foregoing provision into their subcontracts.
- 3.1.7 If the Vendor has concerns regarding the proposed type of execution, other instructions given

by the Buyer, e.g. concerning materials, processing or subcontractors nominated by the Buyer, the quality of materials or equipment provided by the Buyer or the services provided by other contractors, it shall promptly notify the Buyer thereof in writing or by e-mail, if possible before the work begins, and shall develop a solution together with the Buyer.

- 3.1.8 The Vendor shall pre-assemble the Ordered Items in its workshop as far as is possible and appropriate.
- 3.1.9 The Vendor shall inform the Buyer promptly if it realises that it would have to use a technology, performance value or technical characteristic that is new to it.
- 3.1.10 The Vendor shall inform the Buyer in advance about any change in the design, engineering or production process that has the potential to impact safety or reliability or the ability to consistently meet applicable requirements and agreed specifications.
- 3.1.11 If the Vendor wishes to deviate from the Order by moving manufacturing or pre-assembly locations, the prior approval of the Buyer will be required.
- 3.1.12 The Vendor is not allowed to have a direct contact with the Owner except such is explicitly requested by the Buyer. In case the Owner contacts the Vendor, the Vendor shall prior to any reply involve the Buyer.

3.2 IT-requirements

- 3.2.1 If the Vendor requires access to Buyer's IT infrastructure, the Vendor shall obtain Buyer's prior consent in writing or by e-mail and shall comply with Buyer's IT security regulations (Linde Standard LS 940-05 (EN)). The current IT security regulations shall be accessed and consulted on the Internet at www.linde-engineering.com >Contact>Our Expectations>Linde Standards.
- 3.2.2 The Vendor shall inform the Buyer promptly about the occurrence and extension of any hacker attack, trojan horse or other fraudulent incident in Vendor's IT infrastructure which has or may have any impact on the Order execution or on documents shared or prepared under the Order.



4. Site Services

4.1 Site Services scope

4.1.1 The term "Supplies" used in this section 4.1 and in section 4.2 means the physical object to be delivered by the Vendor and to be subject of the Site Services.

4.1.2 - **Technical Consultancy** - In case, technical consultancy is to be provided by the Vendor according to the Order, the Vendor shall provide the following.

Vendor shall during Installation and Commissioning towards (a) the Buyer, (b) towards the staff who undertake the Installation and Commissioning of the Supplies, and (c) on request of the Buyer towards the Owner render technical consultancy services, assistance, advising and guidance, and give support in the interpretation of technical documents including safety precautions, of drawings and data as well as in solving of technical problems which may arise in connection with Installation and Commissioning.

The Vendor shall monitor the work of the staff who undertake the Installation and Commissioning of the Supplies.

The Vendor shall notify Buyer's Site Management promptly and in writing or by e-mail

- if the Vendor realizes or has doubts that an instruction by the Buyer is not followed,
- if the Vendor has a concern regarding any of Buyer's instructions, including, but not limited to, the impact of Vendor's execution on other contractors on Site and vice versa,
- of any defect or damage on the Supplies or on other parts of the Plant, independent of the person who caused the damage, and
- of any delays in the schedule and/or completion date of the staff who undertake the Installation and/or Commissioning of the Supplies.

In the above-mentioned cases the Vendor shall support the Buyer in the development of a solution with respect to the Supplies.

4.1.3 - **Work on Site** - In case work on site is to be provided by the Vendor according to the Order, the Vendor shall provide the Installation of the Supplies, related test on Site and Commissioning of the Supplies.

If not otherwise agreed on, Vendor shall commence Installation with a measurement check of the foundation intended for the Supplies, which shall be provided by the Buyer in clean-swept

condition. Vendor's work on site regarding Installation shall include the check of stress-free attachment of piping connected to the Supplies.

If not otherwise agreed on, Vendor's work on site regarding Commissioning shall include Vendor's participation on functional test under actual or simulates operation condition of the Supplies including all instruments, valves, fittings, fixtures, Installations, safety devices and connected pipes and on Start-Up.

The Vendor shall be obliged to check the Supplies to ensure that it is complete and free of defects at the earliest possible point in time after delivery to the Site. By taking over Supplies from the warehouse and/or signing a goods issue note, the Vendor assumes care and custody for the Supplies taken over.

4.1.4 - **Training on Site** - In case, training on Site is to be provided by the Vendor according to the Order, the Vendor shall provide at the Site where the Plant is situated a training of the operational staff during Commissioning in English language in order to make the operational staff familiar with the Supplies and their operation. The trainer shall have the qualification of an experienced operator or and experienced commissioning engineer.

4.2 General execution on Site Services

4.2.1 Prior to commencement of its work on Site, the Vendor shall assign a suitable Vendor's Site Manager who shall bear full responsibility for the execution of the Ordered Items. If Vendor's personnel at Site consists of only one person, this person is deemed to be Vendor's Site Manager.

4.2.2 Vendor's Site Manager shall participate in meetings at Site concerning the Supplies upon request of Buyer's Site Management.

4.2.3 For the reimburse of the Site Services, Vendor's Site Manager shall submit to Buyer's Site Management:

- a) a daily report covering the completed and ongoing Site Services activities of the past day to be transmitted to Buyer's Site Management before 4:00 p.m. every day, and
- b) a weekly report covering the ongoing of the current week and planned Site Services for the next week or the ongoing of the past week and the planned Site Services for the current week depending on the day Buyer's Site Management requests the weekly report.



- 4.2.4 The absence of Vendor's Site Manager from the Site shall be notified in advance to Buyer's Site Management. In such case, a suitable deputy with the same obligations and decision-making powers shall be nominated by the Vendor.
- 4.2.5 When providing the Site Services the Vendor shall comply with all applicable quality and safety instructions of the Buyer and the Owner, the applicable laws and regulations (including, but not limited to, permission, quality, health, safety and environmental requirements).
- 4.2.6 To enable safe evacuation of all workers on Site in case of emergency in awareness of the highly complex environment of a plant construction, the Vendor shall report the numbers and names of its personnel employed on the Site to Buyer's Site Management every day by 10 a.m.
- 4.2.7 The Vendor shall be responsible for the timely provision of all materials, substances, components, instruments, tools and equipment (including arranging for the transportation thereof) which it needs to execute the services at Site.
- 4.2.8 The Vendor shall adhere to the local laws and regulation at Site regarding secondments of manpower (e.g. in the European Union the national laws based on the EU Regulation 2018/957) grant its staff the minimum working conditions (e.g. with regard to salary, annual leave, holiday pay) and apply as a minimum the applicable union rate. The aforementioned shall also apply to Vendors which are not from the country of the Site and to staff wherever it origins from. The Vendor shall ensure that these minimum working conditions are adhered to by any of the Vendor's contractors or suppliers along the entire supply chain and that these conditions, including the present sentence, are part of the contract with its direct contractual partner involved in Vendor's Site Services.
- 4.2.9 The Vendor shall apply at Buyer's Site Management or upon instruction of the Buyer directly at Owner for permit to work and shall confirm toward the Buyer the receipt of the corresponding permit to work. The Vendor is not entitled to start Site Services prior to it.
- 4.2.10 The Buyer's Site Management shall be responsible for dealing, and authorised to deal, with all matters and decisions and authorised to issue all

instructions regarding commencement of work, scope of work and execution of the work, the technical execution of the Ordered Items and behaviour on the Site.

- 4.2.11 The Vendor warrants that the instalments and terms and conditions agreed in the Order for services on the Site shall also apply if these services are commissioned by an Affiliate of the Buyer and/or provided by an Affiliate of the Vendor. If higher instalments are applied with an Affiliate or between Affiliates the Vendor shall reimburse the difference compared with the instalments agreed with it in this Order promptly when the service is invoiced by the Vendor or its Affiliate.
- 4.2.12 Prior to its Mobilization Vendor's personnel shall make itself familiar with the project specific procedures, work instructions and corresponding IT-tools.

4.3 Vendor's personnel

- 4.3.1 The Vendor shall ensure, that he is entitled to provide to the Buyer and the Owner the personal data of the personnel involved in the execution of the Site Services.
- 4.3.2 The Vendor shall submit at the latest two weeks after Buyer's request the Curriculum Vitae (CV) of two persons proposed to fulfil one Site Services position. All CVs shall clearly show the person's qualifications (education, work experience in the requested area, language skills etc.). The Vendor shall only use for the fulfilment of any Site Services qualified specialized personnel (whether employed or otherwise directly or indirectly involved). The decision which qualification of the personnel is required is within Vendor's responsibility. The Buyer is entitled to reject within 14 days each and every proposed person substantiating the reasons for the refusal. In case one or both person(s) is/are rejected by the Buyer, the Vendor shall thereupon promptly submit CV(s) of alternative person(s), without delaying the Mobilization.
- 4.3.3 The Vendor shall ensure, at its own expense, that its staff members have sufficient language skills, or that qualified interpreters are available, so as to enable sufficiently effective and efficient communication between its staff and the Buyer's staff at all times, which also means that the Vendor's personnel shall be equipped by the Vendor



with cell phones, which numbers has to be provided to Buyer's Site Management.

- 4.3.4 Buyer's Site Management has the right to remove Vendor's personnel for important reasons. An important reason is, for instance, but not limited to, to be a negative influence on co-workers, insufficient performance, failing to comply with the obligations, regulations or instructions on Site, all after an unsuccessful reproof, which included the declaration of removal in case of a second event. The Vendor shall promptly replace the removed person. All cost incurred by such removal and replacement shall be for Vendor's account.
- 4.3.5 In case Vendor will send a team to Site, Vendor shall provide the Buyer with an organisational chart containing the names, business addresses, telephone and e-mail addresses of all team members(including the person responsible for occupational safety on the Site) latest prior to the mobilisation of the first person, If the Vendor intends to replace its personnel announced for the provision of the Site Services, the Vendor shall at least 30 days prior to such replacement notify Buyer's Site Management thereof in writing or by e-mail providing substantiated reasons and accompanied with the CV of the replacement as described above. This deadline of such notice can only be dispensed with in cases where such is not possible, e.g. in case of sudden incapacitation for work or death. All costs related to such replacement shall be for Vendor's account.
- 4.3.6 If any of Vendor's staff members are not available on Site or are signed off work for a period of more than four (4) consecutive weeks due to illness or an accident, or if and when this is to be expected given the nature of the injury or illness, or in the event that a staff member should die, the Vendor shall be entitled and obliged to promptly provide an appropriate substitute or substitutes at its own expense.
- 4.3.7 The Vendor shall be responsible to comply with the Mobilization Time. The Vendor has to take into account, that provision of various documents for obtaining access to the Site may be necessary and that Vendor's personnel have to pass successfully safety instructions that is conducted on Site prior to commence the Site Services. The Vendor shall contact Buyer's Site Management in time to arrange access to Site.

4.3.8 If not otherwise stipulated in the Order, the Vendor is responsible for organization of accommodation for its personnel and the daily transport of its personnel between accommodation and Site.

4.3.9 The Vendor is responsible for the medical examinations and medical treatments, including vaccination, of its personnel in accordance with local regulations applicable for the specific Site Services at Vendor's office location and at the Site and at the specific workplace (e.g. area on Site). The evidence that the examinations have taken place shall be provided to Buyer's Site Management before commencing any Site Services. Dependent on the workplace the following medical examinations could apply a) examinations for noisy-working-places, b) examinations for workings in foreign countries (vaccinations), c) examinations for workings in heights, d) examinations for working in low and/or high temperatures. Each and any cost related to medical examination and treatments either before or during performance of Site Services (e.g. travel cost) shall be for Vendor's account. If Vendor's personnel is not capable to perform Site Services due to outstanding medical examination or treatment, the Buyer shall not be liable in any respect or obliged to any payments.

4.4 Occupational safety and behavior on Site

- 4.4.1 The Vendor shall adhere to Buyer's document "HSE Requirements for Vendors on Construction Sites". Vendor's Site Manager is responsible for occupational safety on the Site unless Vendor has informed Buyer's Site Management prior to commencement of Vendor's Site Services about the assignment of another responsible person.
- 4.4.2 The Vendor shall take all necessary safety precautions and comply with all safety and other precautions to prevent personal injury or damage to property occurring in the performance of its services and shall coordinate its services with other contractors on the Site to avoid any hazards for any person and property.
- 4.4.3 Before its work the Vendor commences, its services on Site (if any) it shall review the Site conditions including provide information on the status of any prior work performed by others (in particular with regard to any potential impact on the work to be performed by it) and shall notify the Buyer promptly and in writing or by e-mail of any concerns that it may have in this respect. Failing



such notification, any claims against the Buyer based on the status of any such prior work shall be excluded.

- 4.4.4 By transmitting a copy of the required accident notification, the Vendor shall inform Buyer's Site Management promptly of all accidents involving Vendor's personnel and/or its Sub-Vendors' personnel and/or third parties brought to the Site by Vendor, which have to be reported in accordance with the statutory and official provisions, including a description of the course of events leading up to, and the causes of, the accident.
- 4.4.5 Taking photographs on the Site shall require Buyer's prior approval.
- 4.4.6 To enable the safety of all workers on Site in the highly complex environment of the Plant's construction, Buyer's Site Management shall be ultimately entitled to deal with all matters and decisions and authorised to issue all instructions regarding commencement of work, scope of work and execution of the work, the technical execution of the Ordered Items and the behaviour on the Site.
- 4.4.7 The Vendor shall be responsible for storing all materials, substances, components, instruments, tools and equipment (including arranging for the transportation thereof) which it needs to execute the services at Site, in consultation with the Buyer's Site Management and in a manner that does not interfere with site traffic and in compliance with all relevant laws, ordinances and regulations (e.g. the site regulations and the official accident prevention regulations) concerning storage and, where appropriate, disposal. Furthermore, Vendor shall ensure, that they are in a top-quality, safe condition, ready for use and suitable for safe and cost-effective work.

4.5 Working hours, standby and lost time, disruption, coordination, daily reports at Site and prolongation of Site Services

- 4.5.1 The Vendor shall organise its working hours in accordance with the Site regulations of the Owner as well as with Buyer's Site Management so as to ensure the timely completion of the Ordered Items, whilst complying with the statutory provisions on working hours.
- 4.5.2 In case Buyer's Site Management changes the commencement of a Site Services during the

respective Mobilization Time, the Buyer shall indemnify Vendor's reasonable futile out-of-pocket expenses for Mobilization to the exclusion of any other claim.

- 4.5.3 In case the duration specified for Vendor's work on Site is exceeded for reasons attributable to the Vendor, the Vendor shall bear all resulting costs, such as, but not limited to its personnel, personnel made available to it and/or equipment, cranes and tools provided to it.
- 4.5.4 In case the number of personnel provided by the Vendor for the Site Services is less than agreed in the Order or in case the Vendor causes a delay out of or in connection with the (non-) performance of Site Services, the Vendor shall be liable for all related cost, losses and damages unless the delay is not due to the Vendor. This liability of the Vendor includes, but is not limited to, its own cost for prolonged and additional personnel and tools, extra shifts, overtime, Sunday and holiday work, as well as cost related to a prolongation or addition of Buyer's personnel and/or the personnel of third parties engaged for Installation and/or Commissioning, and cost for the prolonged or added provision of tools and/or equipment.
- 4.5.5 The Vendor shall upon request of Buyer's Site Management reinforce and/or prolongate its personnel for extra shifts, overtime, provision of Site Services on Non-Working Day and longer duration of Site Services etc., and extend its tools, equipment, visa, permit, medical treatment etc. accordingly.
- 4.5.6 The Vendor shall minimise standby time and lost time as far as possible. In order to ensure this, the Vendor shall, if necessary, reallocate its staff to other parts of its contractual scope of work, or make its staff available for other services that have not yet been agreed. In its staff planning, Vendor shall take into account the fact that additional work and force-account work that is not part of Vendor's original contractual scope of work may arise and must be carried out by it.
- 4.5.7 Remuneration shall only be paid for standby time and lost time for which the Buyer is responsible and if the Vendor has informed Buyer's Site Management in writing or by e-mail promptly after this scenario has arisen. Remuneration shall only be paid for recognised standby times for those staff members deployed on the Site and based on



the hourly and/or daily rates set out in the Order. No remuneration shall be paid by Buyer for standby time and/or lost time for which the Vendor is responsible.

- 4.5.8 In the event of assembly disruptions for which the Buyer or the Owner is responsible the Buyer is entitled to demand that the Vendor withdraws the staff in question; the Vendor is entitled to withdraw the staff if the disruption is likely to last for more than three (3) consecutive weeks. In such case, the Buyer shall pay the costs associated with the demobilization of staff and their subsequent re-mobilization to the Site.
- 4.5.9 In case of an extended standby time for whatever reason, Buyer's Site Management is entitled to demand the demobilization of Vendor's personnel.
- 4.5.10 Standby times for which the Buyer is responsible, and which exceed 4 hours per week shall be remunerated by the Buyer, provided Buyer's Site Management was notified about any such time in advance.
- 4.5.11 After every 3 months working on Site, Vendor's personnel is entitled to 14 consecutive days Home Leave provided that the Site is not near to Vendor's office location that Home Leaves would have been possible once each week. Notwithstanding the aforementioned, in case a Home Leave would disturb the smooth Installation or Commissioning or in case the Home Leave would be during the last month of the Site Service, the Buyer is entitled to inhibit the Home Leave. The Vendor is with approval of the Buyer entitled to establish a substitute on its own cost. All cost associated with Home Leaves are included in the agreed rates for normal working hours. Inhibited or not used Home Leaves does not entitle the Vendor to claim any kind of repayment from the Buyer.

4.6 Demobilization and absence

- 4.6.1 Prior to Demobilization the Vendor has to provide a final report to Buyer's Site Management. Except for reasons concerning safety or health the Vendor is not entitled to demobilize prior to the confirmation of the final report by Buyer's Site Management given in writing or by e-mail.
- 4.6.2 The Vendor is not entitled to be absent from or to leave Site before the end of the agreed duration of

the Site Services without a suitable substitute selected in accordance with section 4.3.2 and with the criteria as agreed in the Order, if any.

5. Insurance

- 5.1 All of Vendor's insurances shall be obtained and maintained at the Vendor's own cost and expense (including deductibles) with financially sound and reputable insurers lawfully authorized to do business in the jurisdictions where any activities and/or works in connection with the Order are performed. The geographical scope of the insurances shall be worldwide.
- 5.2 To the maximum extent permitted by law, each of the Vendor's insurance policies shall include insurers' waiver of subrogation against the Buyer, the Owner and their Affiliates and insurers. The Vendor's insurances shall be primary and non-contributory to any insurances of the Buyer, the Owner and their Affiliates.
- 5.3 The Vendor shall comply with all obligations, warranties, requirements and the like resulting from any insurance policy and do not by its acts or omissions vitiate any insurance.
- 5.4 The Vendor shall ensure that its Sub-Vendors and all contractors or suppliers along the entire supply chain fulfil the insurance requirements pursuant to the Order and take out and maintain equivalent insurance coverage and limits as set forth in the Order and all other necessary insurances adequate to their scope of works.
- 5.5 If requested by the Buyer, the Vendor shall promptly submit valid insurance certificates issued by the insurer of the Vendor and/or of all involved contractors or suppliers along the entire supply chain to the Buyer. The acceptance, non-rejection, or non-request of any insurance certificate by the Buyer shall in no way relieve the Vendor of its obligations to fulfil, and to cause the Sub-Vendors to fulfil, the insurance requirements set forth herein.

6. Modifications to the Ordered Items

- 6.1 If the Buyer requests modifications to the Ordered Items, the Vendor shall on its own cost inform the Buyer promptly in writing of any increase or decrease in price and any effects on the agreed dates and agreed deadlines, backed-up by sufficient proof. The price increase or decrease shall be determined based on the calculation used for the Order. If unit



prices have been agreed, the Vendor can only demand an increase in the unit prices in cases in which quantities are reduced if it can furnish evidence of an unreasonable financial burden.

- 6.2 In order to enable the Buyer to react in time within the complex technical and commercial environment of the international business of plant engineering and construction (e.g. coordination of the numerous companies and crafts and reconciliation with Owner), within seven (7) working days upon gaining knowledge of any circumstances which the Vendor believes entitles it to increase the Order price or change the agreed dates and/or agreed deadlines, the Vendor shall inform the Buyer in writing about it and lodge such (supposed) claim on the merits at Buyer. Otherwise, any such claim shall be deemed waived by it.
- 6.3 Changes to the Order shall be negotiated by the Parties aiming at a contractual agreement giving due consideration to mutual interests and the duty of good faith. The Buyer is entitled to postpone the negotiations at the latest until promptly after the fulfilment of the contractual obligations of the Vendor (not including warranty). Once an agreement has been reached on the changes, the Buyer will issue a supplement to the Order setting out the agreed changes and contractual modifications.
- 6.4 The Vendor shall, however, even if changes to the Order have not yet been agreed, promptly proceed to carry out the requested modification based on the terms and conditions of the Order remaining unchanged for the time being.
- 7. Technical documentation**
- 7.1 Any change notification or approval by the Buyer in the Vendor's technical documentation shall not release the Vendor from its responsibility for the information contained therein, such as dimensions, design, calculation and function of the Ordered Items.
- 7.2 The Vendor shall advise the Buyer of any changes that it makes to drawings and other documents and shall clearly mark every single change.
- 7.3 If technical documents supplied by the Vendor are incorrect and equipment was manufactured and/or procured elsewhere by the Buyer or the Owner on the basis of such documentation, the Vendor shall correct these technical documents at its expense and reimburse the Buyer for the costs associated with

any changes, repairs and/or replacement of such equipment resulting from such errors.

- 7.4 Technical data relating to the Ordered Items which the Vendor generates, collects or measures after delivery, as well as the results of its processing, shall be transmitted to the Buyer promptly.
- 8. Dates, deadlines and liquidated damages**
- 8.1 The Vendor shall carry out its own monitoring of the time schedule. The Vendor shall bear sole responsibility for monitoring and directing its Sub-Vendors and involved contractors to ensure that the agreed dates and agreed deadlines are met and that an up-to-date schedule showing target status and actual status is available at all times.
- 8.2 The Buyer shall be informed promptly of any potential delays or other problems likely to affect the agreed dates and/or agreed deadlines via the online platform [SupplierConnect \(<http://SupplierConnect.linde-le.com/>\)](http://SupplierConnect.linde-le.com/) or – if this platform is not introduced by Buyer or does not function – via e-mail containing the following details: the causes of the delay/causes of the delay risk and forecasted impact on the agreed dates and/or agreed deadlines and acceleration measures planned and already taken including a description of the expected improvement in the scheduling situation. Such notification shall not, however, release the Vendor from its obligation to adhere to the agreed dates and agreed deadlines. If the Vendor culpably fails to submit such a notification, it shall be liable for all damages resulting therefrom.
- 8.3 In the event of delays with regard to agreed dates and/or agreed deadlines for which the Vendor is responsible, or in the event of such impending delays, the Vendor shall, promptly after becoming aware of the delay or the risk of delay, take at its own expense the acceleration measures reasonably required to avoid the delay or, if the delay cannot be avoided, to shorten the delay to the greatest extent possible. The acceleration measures include, in particular, increased use of personnel and material resources, multi-shift operations, overtime, work performed on Sundays and public holidays and special shipment(s), which have to be carried out by Vendor upon request of Buyer as far as necessary and reasonable. The Vendor shall also bear the costs for any necessary support taken by the Buyer, as well as appropriate monitoring and control measures taken by the Buyer in connection with the delay and the risk of delay, with remuneration in this regard being paid



based on the usual market hourly rates or based on the hourly rates as agreed in the Main Document. The provisions set out above shall apply accordingly in the event of reasonable concerns on the part of the Buyer that the Vendor will not fulfil all or some of its obligations arising from, or in connection with, the Order in a timely manner for reasons for which the Vendor is responsible, with the provision that the acceleration measures are to be taken promptly after notification of the concerns by the Buyer.

8.4 If, despite having been notified of the possibility of termination, the Vendor fails to expedite the work and fails to take countermeasures to avoid a delay or imminent delay which would cause substantial damage to the Buyer or to third parties or to the environment, or which would endanger the operational safety of the Plant, the Buyer may terminate the Order for cause by Vendor with the consequences as per section 21.3, 21.5 and 21.6.

8.5 Liquidated damages for delays and other contractual obligations can be asserted by the Buyer until the payment of the final invoice, even if no reservation is expressed on acceptance of the Ordered Items. The assertion of any further-reaching claims for damages due to delays is not excluded. Rescission or termination shall not affect any claims for payment of liquidated damages and compensation that have already arisen.

8.6 The Vendor is aware that the Ordered Items are intended to become part of a complex overall Plant. It is aware that several contractors will generally be working on the Site at the same time, that mutual dependencies will arise concerning the various contractors' work and that coordination of the progress of the work with other contractors working on Site will be required to avoid, or at least to minimise, mutual obstruction as far as possible. The Vendor accepts that, particularly because of these mutual dependencies, plans and the proposed sequence of work on the Site may often change – also at short notice – as a matter of course. As a result, the Vendor shall not be entitled to claim any reimbursement for additional costs incurred due to a non-systematic sequence of work, changes in the proposed sequence of work or other changes of plan.

9. Force Majeure

9.1 Force Majeure is to be understood as an event

- beyond a Party's reasonable control preventing or hindering the Party from performing its obligation under the Order or under the contract with the Owner, and
- which could not reasonably have been expected to have been taken into account at the time of the conclusion of the Order, and
- which could not reasonably have been avoided or overcome, and
- the consequences of which could not reasonably have been avoided or overcome.

Notwithstanding the foregoing, the following shall not – without limitation – constitute cases of Force Majeure:

- delays of any involved contractors or suppliers along the entire supply chain or of the Owner, except if caused by Force Majeure,
- strikes not authorised by the trade union in question,
- a lack or delay of any permits or authorizations which the Vendor is obliged to obtain in order to provide the Ordered Items, and
- climatic and weather conditions, e.g. freezing, storms, floods etc., which can be reasonably expected.

Provided the conditions of the first paragraph of this section is fulfilled, the following events – without limitation to such events – shall constitute cases of Force Majeure:

- war whether declared or not, armed conflict or the serious threat of same including but not limited to hostilities, invasion, act of a foreign enemy, extensive military mobilization;
- civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion, or disorder;
- currency and trade restriction, embargo, sanction;
- act of terrorism, sabotage or piracy;
- plague, epidemic, pandemic, natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcano activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought;
- explosion, fire, destruction of machines or factories, prolonged breakdown of transport, telecommunication, or electric current.

9.2 As a prerequisite for any claim by the Vendor hereunder, if the execution of the Order is affected in part or as a whole by Force Majeure, the Vendor shall give prompt notice of the start of Force Majeure, the



expected delay and any other expected consequences on the Order caused by Force Majeure, and shall at any time take all reasonable precautions and measures to minimise the effects of Force Majeure, and shall prove Force Majeure and its consequences in reasonable time.

- 9.3 In case the Vendor claims Force Majeure, he shall notify the Buyer weekly (or within another period agreed with the Buyer) of its efforts to overcome, remove and/or mitigate the Force Majeure and shall notify the Buyer promptly if and when the Force Majeure event and/or its effects have ceased.
- 9.4 The affected Party shall not be liable to the other Party for the consequences of such Force Majeure and shall be entitled to a reasonable extension of the agreed and affected dates and/or deadlines. Both Parties shall bear their own cost related to Force Majeure and any of its consequences. Liabilities accrued by a Party under the terms of this Order prior to receiving the notice of Force Majeure shall not be affected in any manner.
- 9.5 If Force Majeure is or will be affecting the Order wholly or partially for more than six months upon Vendor's notice as per section 9.2. above or Buyer's notice respectively, Parties shall discuss the continued implementation of the Order in good faith. The Buyer is at any time entitled to suspend or terminate the Order with the consequences of termination as per section 21.1 para 2 (termination for convenience) excluding cost as defined under b) therein, and as per sections 21.5 and 21.6, and with the consequences of suspension as per sections 21.5 and 21.7.
- 9.6 The rights and claims under this section 9 are exclusive whenever the event meets the conditions in section 9.1.

10. Schedule reviews, quality inspections and tests

- 10.1 The Buyer, the Owner and their representatives shall be entitled to carry out schedule reviews (also called expediting), quality and safety inspections as well as tests on the Vendor's premises and/or those of its Sub-Vendors and of any involved contractor or supplier along the entire supply chain. They shall have access during normal business hours to the workshops and to all drawings and all other documents as necessary for this purpose. The Vendor shall cooperate with the executing team. The Vendor shall subject its Sub-Vendors and any involved contractors or suppliers along the entire supply chain to a

corresponding obligation. The Vendor shall bear its own costs and the cost of the Sub-Vendors and of the other involved contractors or suppliers along the supply chain incurred in connection with such reviews, tests and inspections.

- 10.2 A technical or factory acceptance test or inspection of the Ordered Items shall not be deemed to constitute acceptance by the Buyer in the legal sense.
- 10.3 The Buyer, the Owner and their representatives shall be entitled to carry out tests (e.g. X-ray and ultrasound tests) on a random basis. In the event of justified complaints, the Vendor shall bear all costs related to these tests.
- 10.4 A distinctive feature affecting the Ordered Items which, in the reasonable estimation of the Buyer, could pose a direct or indirect risk to other assets, such as life, health, third-party property or the environment, shall entitle the Buyer, the Owner and their representatives to demand that further tests at its sole discretion be performed on the Ordered Items or on parts thereof by the Vendor, or to carry such tests out themselves. The costs of these further tests shall be borne by the Vendor, if a defect is discovered.
- 10.5 If repeated reviews, tests and/or inspections are necessary in the reasonable estimation of the Buyer because of defects and/or because of delays for which the Vendor is responsible, the Vendor shall bear all related costs.
- 10.6 In case of a discovered defect, the Buyer is entitled
- a) to analyse the root cause and/or to test the impact on other Items on Vendor's cost or demand such from the Vendor. Sentence 2 and 3 of section 10.1 apply hereto, during execution of the Order as well as during the warranty period, and/or
 - b) to demand replacement of the failed Sub-Vendor with a qualified one confirmed by Buyer with no impact on agreed delivery dates and price(s) and/or
 - c) assert the rights as per section 15.4.
- 10.7 In case spot checks made by the Buyer confirm the defect of Item(s), Vendor shall accept in writing within a reasonable time that all similar Items are defective (serial defect) or otherwise shall bear the cost of the Buyer for the detection of the defect of all similar Items.
- 10.8 Testing's, inspections, releases or approvals by the Buyer, the Owner or their representatives shall not



release the Vendor from its responsibility or liability for the quality and timely fulfilment of the Ordered Items, or from its warranty obligation.

11. Provision of materials or equipment by the Buyer

11.1 If the Buyer or the Owner provide materials, equipment or tools (hereinafter together "provisions"), the Vendor may only use these for the execution of the Order. Provisions shall remain the property of the Buyer or the Owner and as such must be stored separately, labelled, managed, safeguarded and insured by the Vendor as third-party property at its expense. The Vendor shall examine and verify that the provisions are free from defects. Vendor shall be fully responsible for loss of, or damage to the provisions. The use or installation of the provisions does not release the Vendor from its responsibility or liability for the quality and timely fulfilment of the Ordered Items or from its warranty obligation.

11.2 Unless the Vendor can prove, for example using recognized drawings and material lists, that provisions have been installed, such provisions shall be returned to the Buyer. If the Vendor cannot return such provisions because they have been lost, substitute provisions shall be procured at Vendor's expense. If the materials management is part of Vendor's scope of work, it shall prepare a material administration sheet, showing the description of materials received and, at the very least, information on the date of the material movement (receipt, installation, storage, return) and status, i.e. installed, stored, returned.

12. Spare Parts

The Vendor shall remain in a position to offer the Buyer spare parts at the latter's request at reasonable prices and according to the conditions of the Order until the end of the normal lifetime of the Ordered Items, but up to 10 years from the date of the Order at the most.

13. Shipping and Storage

13.1 Partial shipments shall require the express permission of the Buyer and shall be clearly designated as such in the shipping documents. The Vendor shall assume all costs for partial shipments not approved by the Buyer.

13.2 All shipping documents shall duly show the information specified by the Buyer, especially the Order no., PO-Item, job no., account code no. as well as dimensions, quantity and weight per item. Buyer's

Packing and Marking Instructions must be adhered to. The Buyer is entitled to reject deliveries without proper shipping documents, test, inspection or acceptance certificates.

13.3 All supplies shall be suitably packed for shipment, taking into account the intended means and mode of transport. Any other special packaging regulations agreed in the Order shall also be adhered to.

13.4 At the request of the Buyer – which can be made even after notification of readiness for shipment – the Vendor shall postpone shipment of the Ordered Items and shall store the Ordered Items appropriately. Storage and fulfilment of accessory obligations are up to three months from the agreed delivery date at the expense and risk of the Vendor.

If shipment is the event triggering payment, this event shall be deemed to have occurred at the start of the storage period. Any due instalment shall, however, only be paid in return for the premature transfer of title in the Ordered Items to the Buyer based on a contract form provided by Buyer.

14. Taking Over Tests and Passing of Risk

14.1 On occasion of the acceptance of the Plant by the Owner, the Ordered Items will be tested for defects. The Vendor shall be entitled to participate in such tests.

If such a test shows that the Ordered Items or part(s) thereof are not in accordance with the Order, the Vendor shall, at its own expense, promptly carry out all measures necessary to fulfil the Order. The costs associated with the test, such as Buyer's personnel costs, shall be borne by the Vendor if the latter is at fault.

14.2 The Buyer or the Owner shall be entitled to use the Ordered Items in full or in part even before the abovementioned tests. This shall not be deemed to constitute the full or partial (formal) acceptance or the Ordered Items.

15. Warranty for Defects

15.1 The Vendor warrants that the Ordered Items will be free from defects, i.e. in particular that they will comply with the Order, and will enable safe and disruption-free operation for the intended purpose, that they will conform to the generally accepted technical rules and that they will comply with the relevant technical documents and regulations, recommendations and guidelines pursuant to section 3.1.5.



15.2 Due to the special nature of plant construction, testing of the Ordered Items and, if applicable, notification of defects, can generally only be carried out after the Ordered Items have been installed and commissioned. As a result, any notification of defects, incorrect delivery or incorrect quantities shall be deemed to have been made on time if it is issued promptly after unpacking, installation or use, as the case may be.

15.3 Unless otherwise agreed in the Order, the warranty period for the Ordered Items, insofar as they constitute a movable object or relates to a moveable object, shall be thirty-six (36) months from the time of acceptance of the Ordered Items by the Buyer. However, if the Ordered Items constitute a building or an object that as per its usual kind of use is typically used for a building or if the Ordered Items relate to a building, the statutory warranty period of ten (10) years from acceptance of the Ordered Items by the Buyer shall remain applicable.

15.4 Repair or replacement

15.4.1 If defects of the Ordered Items arise within the warranty period, the Buyer shall be entitled (i) to demand from the Vendor to remedy these defects promptly and free of charge for the Buyer and (ii) to decide in consultation with the Vendor whether remedy will be made by repair or replacement (hereinafter together "remedy"). The Vendor shall bear all additional costs incurred in this regard, in particular the material and labour costs, documentation costs, transportation and travel costs to the respective place(s) where the Ordered Items are being used and, the costs of dismantling and reassembly. The Buyer shall be entitled to choose the mode of transport on a reasonable basis. Spare parts are not to be used as replacement of a defective Item except as a temporary solution and with prior approval by the Buyer in writing or by email, which shall not be unreasonable withhold.

15.4.2 If necessary, the remedy of the defects shall be carried out with increased use of staff and/or material resources, working in multi-shift operations and/or overtime or, to the extent permitted under the laws and regulations that apply in the country in which the work is to be carried out, also on Sundays and public holidays.

15.4.3 If, under the warranty, parts are modified or replaced by other parts, any spare parts corresponding to the replaced or modified parts that

have been already supplied must also be modified or replaced by Vendor free of charge and the technical documentation amended accordingly free of charge. In such cases and where appropriate, the Vendor shall promptly make provisional arrangements at its own expense and maintain these until the defect has been remedied with definitive effect in order to prevent or minimise any interruption in use.

15.4.4 If, in spite of repeated remedial action, the same-type of defect keeps occurring or if it is a defect in the design or if other parts of the Ordered Items are likely to be also affected by the defect, the Vendor shall in addition remedy the underlying cause of the defect at its own expense by using suitable means, e.g. by changing the design and/or using other materials, or shall agree to a reasonable extension of the Warranty Period, as requested by the Buyer, for the parts in question

15.5 If the Vendor has failed to duly remedy the defect by repair and/or replacement despite being granted a reasonable period in which to do so, the Buyer shall have the right, as it chooses:

15.5.1 to perform such remedial work and/or arrange for a replacement to be supplied by itself or via third parties (substitute performance). All costs relating to the substitute performance (e.g. material, wage, transportation costs, cost for documentation, installation and dismantling costs, as well as Buyer's expense based on Buyer's usual market hourly rates) shall be borne by the Vendor. Insofar as a defect is not (completely) remedied by substitute performance that has been carried out, the Vendor shall remain liable for this defect in accordance with the provisions of the Order.

and

15.5.2 to demand a reduction of the price by reducing the payment of Buyer in the proportion which, at the date of the Order, the value of the Ordered Items in a state free of defects would have had to its actual value. If the Buyer has already paid more than the reduced remuneration, the Vendor shall reimburse the excess amount.

or

15.5.3 to resign from the Order. In the event of rescission, the Vendor shall, at the Buyer's request, promptly and at its own expense, professionally dismantle the parts of the Ordered Items installed in the Plant (by it, the Buyer or third



parties) and remove the dismantled parts from the Site. Insofar as this becomes necessary as a result of the dismantling, the Vendor shall take the necessary safety measures in order to avoid damage to the Plant and risks to life, limb and property (e.g. proper closure of pipelines which are open as a result of the dismantling, sealing off of hazardous areas, etc.)

and

- 15.5.4 to be indemnified by the Vendor for its full damages and losses caused by the defect of the Ordered Items, including damages caused outside of the Ordered Items, or to claim reimbursement for expenses incurred in vain, unless the Vendor is not responsible for the defect.
- 15.6 The Buyer shall be entitled to the rights according to section 15.5 of this Conditions of Purchase without the need to set a deadline in advance for remedying the defect, provided that
- a) the Vendor has seriously and definitively refused performance or the remedy of the defect, or
 - b) the remedy of the defect has failed, or is unreasonable for the Buyer, or
 - c) it is certain that the Vendor will not remedy the defect within the reasonable period of time, or
 - d) the remedy of the defect is impossible for the Vendor, or
 - e) there are special circumstances that justify the immediate exercise of some, or all of the rights listed in section 15.5, taking into account the interests of both Parties. This can be the case, in particular, if
 - the Buyer has lost confidence in the Vendor's ability to perform, or
 - the Vendor has concealed the defect with fraudulent intent or
 - the defect is due to wilful intent on the part of the Vendor, or
 - the withdrawal of the operating permit for the Ordered Items or the Plant is imminent as a result of defect(s) of the Ordered Items, meaning that it would be unreasonable to wait for the expiration of the deadline for Vendor to remedy the defect, or
 - there is a risk of disproportionate damage to the Buyer or to third parties as a result of waiting due to a deadline for Vendor to remedy the defect, or

- the safety of the Plant or of property not owned by the Vendor, or the safety of individuals or the environment is at risk.

16. Product liability and breach of duty

- 16.1 The Vendor shall indemnify and hold the Buyer harmless from claims by third parties resulting from product liability laws or legislation if and to the extent the exposure or the damage has been caused by a defect of the Ordered Items. In addition, the Vendor shall reimburse all costs and expenses incurred by the Buyer in this respect, including, but not limited to, cost of legal defence and of any recall of defective products reasonably undertaken and/or conducted by the Buyer. The Buyer will notify the Vendor of the content and scope of any recall.
- 16.2 If the Vendor commits a culpable breach of any of its obligations resulting from, or in connection with, the Order, the Buyer shall have the right to be indemnified by the Vendor for any damages or losses incurred as a result, including damage caused outside of the Ordered Items. By way of derogation from the above, however, the Buyer will not claim loss of production or loss of profit unless such damages or losses are due to gross negligence or wilful misconduct on the part of the Vendor, such claim is asserted in turn against the Buyer by the Owner or third parties in this respect, or such damages are covered by an insurance taken out by the Vendor.
- 16.3 The Vendor shall be liable for any acts or omissions of Sub-Vendors in connection with the execution of this Order and shall be solely responsible for the payment of Sub-Vendors. Buyer shall in no case be liable for such payments whether by contract or by law.

17. Guarantee for function

In addition to the warranty the Vendor provides a guarantee for the proper functioning of the Ordered Items for an operation period of 12 months, subject to the specific process and operating conditions of the Plant as specified in the attachments to the Order and under local conditions in the location in which the Plant is situated, as well as guarantees that the Ordered Items will be free from defects in design, material and workmanship.

18. Third-party rights



If claims are asserted against the Buyer by a third party due to a defect in title, infringement of patent, trademark or copyright etc. for which the Vendor is at fault, the Vendor shall compensate the Buyer for the resulting damage and expenses and shall arrange for the required rights to be obtained from the holders of such rights.

19. Ownership, confidentiality, data protection

- 19.1 Documents, drawings, data and objects which the Vendor receives from the Buyer for the execution of the Order shall remain the property of the Buyer.
- 19.2 Any information that the Vendor receives from the Buyer and any documents, drawings, data and objects produced or otherwise created by the Vendor on the basis thereof as well as the conditions of the Order, shall be treated as confidential, including the technical, commercial and personal data contained or embodied therein. They may only be used to process the Order and must also not be copied, published or made available to third parties (e.g. Sub-Vendor) without Buyer's approval in writing, by e-mail or in the Order. The approval regarding Sub-Vendor is given herewith except a Non-Disclosure-Agreement between the Parties or the Order stipulates otherwise. Disclosure to approved third parties (including Sub-Vendors) requires in addition that these third parties are subject to an equivalent confidentiality obligation.
- 19.3 The documents, drawings, data and objects handed over by the Buyer and those prepared or otherwise created by the Vendor on the basis thereof shall, at the Buyer's request, be handed over to the latter promptly and/or erased from the Vendor's data media promptly, unless the Vendor is legally obliged to archive them. By this, Buyer is not entitled to request delivery of otherwise not delivered documents. The Vendor shall brief its employees and Sub-Vendors accordingly and subject them to corresponding obligations.
- 19.4 Buyer shall get ownership of all operating data which the Items or parts thereof supplied under the Order ("Equipment") generates or collects during its operation. Vendor shall provide in its documentation comprehensive information on all measurement points, sensors, signals and data collection points ("Data Points") which are necessary for the operation of the Equipment and shall provide to Buyer and Owner unlimited access to all Data Points during the lifetime of the Equipment free of charge.

In addition, the Vendor shall provide to Buyer and Owner upon request information on, and access to, any other Data Points during the lifetime of the Equipment free of charge.

20. Publications and Advertising

Without the Buyer's written or by e-mail given permission, the Vendor must not make public any information in connection with the Order or the Plant or cause any such information to be made public. This shall also apply to the use of such information as a reference.

21. Suspension and Termination

- 21.1 The Buyer is entitled to suspend or terminate the execution of the Order, either in full or in part, immediately or at a certain point in time or milestone, at any time by submitting a written notice to the Vendor, without having to adhere to a notice period or provide grounds for its decision (i.e. for convenience).
In case of such termination, the Vendor shall – to the exclusion of any other claim – be entitled to payment of (a) the proven and reasonable cost (including reasonable overhead and profit) incurred for the performance of the Ordered Items in accordance with the conditions of the Order prior to the date of termination and (b) the proven and reasonable share of overhead costs for the part of the Ordered Items that was not executed. Not reasonable are without limitation cost Vendor could have been avoided or mitigated. The Vendor shall notify the Buyer of the termination cost (a and b) including their proofs within 30 days upon Buyer's termination notice and shall deliver all goods and/or documents forming the basis of the cost as per a) prior to the payment by the Buyer unless such delivery is rejected by the Buyer in writing in which case its re-use value shall be deducted from the payment. Article 12 „Termination curve“ of the Main Document applies, if agreed on. As far as the payments of the Buyer under the Order exceeds the termination cost (a and b), the Buyer is entitled to claim re-payment.
- 21.2 The Buyer and the Vendor are entitled to terminate the Order in full or in part for cause in writing without observing a period of notice.
- The term "cause" refers to a scenario in which
- the other Party is insolvent or overindebted, or
 - the other Party ceases its payments towards third parties, or



- an application has been filed for insolvency proceedings or comparable legal proceedings in relation to the assets of the other Party or such proceedings have been opened or the opening of such proceedings has been rejected due to a lack of assets, or
- the Owner terminates the contract between the Buyer and the Owner regarding the Plant for reasons for which the Vendor is responsible.

If the "cause" relates to a breach of a duty arising from the Order, termination is only permissible if this breach is a major one and then only after the expiry of a reasonable deadline set to remedy the scenario to no avail or after an unsuccessful written warning, which included the declaration to terminate in case of a second breach. The setting of a deadline or the warning can be dispensed with if (a) the Party in breach seriously and definitively refuses performance or (b) the Party in breach does not affect performance by a date or deadline specified in the Order, even though timely performance is essential for the other Party based on its notification to the Party in breach before or at the time of the conclusion of the Order or even through the date or deadline is penalized or (c) there are special circumstances which justify immediate termination after weighting up the interests of both Parties.

21.3 If the Buyer terminates for cause, the Buyer may, at its sole discretion,

- demand delivery of the terminated (part of) Ordered Items (completed or not) including related documentation, drawings, plans and other technical documents, if any, and, at the Vendor's expense, either complete and supply this (part of) Ordered Items itself, or have it completed and supplied by third parties. For the (part of) Ordered Items which the Buyer has received according to its request, the Vendor is - to the exclusion of any further claim - entitled to claim the proven and reasonable cost (including reasonable overhead and profit) incurred for its performance in accordance with the conditions of the Order prior to the date of termination less any costs and expenses incurred by the Buyer as a result of the alternative completion and/or the termination. As far as the payments of the Buyer under the Order and/or Buyer's claims hereunder exceed the aforementioned termination cost of the Vendor, the Buyer is entitled to claim re-payment;

or

- waive the delivery of the terminated (parts of the) Ordered Items and claim damages in lieu of performance. The costs of any dismantling, removal and other costs incurred in connection with the termination shall be borne by the Vendor. The Buyer is entitled to use the terminated (parts of the) Ordered Items free of charge until a replacement solution is ready for operation, but for a period of no more than 12 months. If the Vendor does not retrieve the Items, the Buyer is entitled to dispose it at Vendor's cost. The Vendor has no claims against the Buyer whatsoever.

21.4 If the Vendor terminates for cause attributable to the Buyer, the consequences of section 21.1 shall apply.

21.5 In the event of termination or suspension, the Vendor shall, either promptly or at a certain point in time or milestone specified by the Buyer:

- a) stop work on the terminated or suspended (parts of the) Ordered Items;
- b) not issue any further contracts to third parties in respect of the terminated or suspended (parts of the) Ordered Items;
- c) immediately terminate all contracts that Vendor has awarded to Sub-Vendors concerning the terminated (parts of the) Ordered Items;
- d) immediately suspend or upon specific request from Buyer terminate all contracts that Vendor has awarded to Sub-Vendors concerning the suspended (parts of the) Ordered Items;
- e) safeguard all material, equipment and documentation intended for the terminated or suspended (parts of the) Ordered Items, whether completed or not and whether on Vendor's own premises or on the premises of any of the involved contractors or suppliers along the entire supply chain, until further instructions have been received from the Buyer;
- f) follow the Buyer's instructions in this regard; and
- g) at any time, Vendor is obliged to minimize damages and costs.

21.6 On justified request of the Buyer before termination the Vendor shall provide on its own account the (potential) termination cost, as he would be entitled to claim in accordance with the sections above, in a verifiable manner. On request of the Owner, the Buyer is entitled to share these proofs and related documents with the Owner.



- 21.7 In the event that the execution of the Order (in full or in part) is suspended and recommenced, the Vendor can claim compensation for the resulting appropriate and proven additional costs and is also entitled to request an appropriate extension of the agreed dates and/or agreed deadlines.
- 22. Payment, invoicing, guarantees, offsetting, default in payment, assignment, taxes, duties**
- 22.1 If not otherwise stipulated in the Order, invoices, requests for payment, credit and debit notes shall be submitted as pdf-file to one of the following email addresses:
- invoice0010@linde-le.com if Linde GmbH, office Pullach or Schalchen is the Buyer or
 - Invoice0030@linde-le.com if Linde Engineering Middle East is the Buyer
- One e-mail shall only contain one pdf-file. One pdf-file shall contain one request for payment or one invoice or one credit note or one debit note including all related attachments, e.g. proofs of expenses. Vendor shall not send reminders, other attachments, or other correspondence to this email address; such correspondence shall be sent to the contact person responsible for accounting as mentioned on page 1 of the Main Document.
- 22.2 The invoices should contain at least the following information:
- full name, full address and tax registration number of the Vendor,
 - full name, full address and tax registration number of the Buyer,
 - date of invoice issuance,
 - invoice number,
 - Order number including Supplement number,
 - In case of downpayment (before delivery): the Article of the Order by which this down payment was agreed on,
 - In any other case: detailed description of the invoice items (deliveries and/or services), Buyer's PO-Item number and date(s) of delivery(ies) and/or provision of the service(s),
 - tax base,
 - VAT rate and VAT amount or VAT exemption reason, and
 - bank details (IBAN, SWIFT).
- 22.3 In case the Buyer is entitled to a financial claim for whatever reason the Buyer shall be entitled to reduce or withhold due payments.
- 22.4 If it has been agreed that the warranty retention can be redeemed by way of a guarantee, the Buyer is entitled to refuse the redemption of the retention for such time as the Owner withholds payments from the Buyer for any reason attributable to the Ordered Items.
- 22.5 The Vendor is only entitled to offset the Buyer's claims for payments against its own claims if these are undisputed or have been determined by final court or arbitration award. The Buyer is entitled to offset claims for payment by the Vendor against not only its own counterclaims but also, on the basis of the powers granted to it, against all claims of its Affiliates. If these claims are due on different dates, the Buyer's claims shall be settled at the latest when the Buyer's liabilities fall due and shall be accounted on the value date.
- 22.6 The Buyer will only be deemed in default in payment if it fails to pay on receipt of a written reminder by the Vendor after the expiry of thirty (30) days from the due date and receipt of invoice pursuant to sections 22, or if it fails to pay on the calendar date stated in the Order.
- 22.7 In the event of Buyer's default in payment, it shall owe interest of 5% p.a., unless the Vendor can prove that it has suffered more substantial damages due to such default. Other claims or rights of the Vendor are excluded.
- 22.8 In order to be effective an assignment by the Vendor of its rights against the Buyer shall require Buyer's written consent, which shall not be withheld unreasonably.
- 22.9 Each Party shall be solely responsible for taxes and tax obligations of any nature arising from the Order and imposed by law or by order of authority to the respective Party.
- 22.10 All of the remuneration specified in the Order is specified as net amounts, i.e. exclusive of VAT.
- 22.11 The Vendor shall fulfil all formal, content-related and legal requirements of the involved countries in connection with the issuance of invoices in order to ensure the correct reimbursement of VAT. If, as a result of measures taken by the authorities, the VAT payment burden of one Party is increased or the input tax of one of the Parties is reduced, both Parties shall be obliged to correct the invoice concerned accordingly.
- 22.12 Direct taxes levied on the basis of the payments in the country of the Buyer shall be borne by the



Vendor. All amounts payable in respect of the Order will be paid after deduction of any taxes, duties or administrative fees that have to be withheld at source and paid to the responsible tax authorities by the Buyer on the basis of statutory provisions. If the relevant Double Taxation Treaty provides for a reduction in, or exemption from, withholding tax, the Buyer will only pay the corresponding amount if and when the Vendor has presented a valid exemption certificate to the Buyer on the date of payment at the latest.

- 22.13 The Vendor is liable for meeting all further obligations imposed on the Vendor by law. Claims or disadvantages arising for the Buyer as a result of the Vendor disregarding these obligations shall be borne by the Vendor.
- 22.14 The Vendor shall be responsible for all duties, fees and taxes of any kind on salaries, wages and other remuneration paid to its employees and third-party employees, involved in the execution of the Order.
- 22.15 Invoices for unit price orders shall be based on the auditable calculation of material quantities (known as "calculation of quantities"). If it was agreed in the Order that several invoices may be issued, the calculation of quantities shall state the quantities completed by the end of the contractually agreed period covered by the invoice, as well as the total quantities of the individual services. The Buyer's Site Management will certify, by signing the Measurement Sheets, only that the quantities are correct in relation to the specified services. Verification of the stated items and of any prices to check that they match the Measurement will be subject to the subsequent verification of the invoice. The calculation of quantities for individual services shall be performed promptly following completion of the individual services and shall be submitted to Buyer's Site Management in accordance with the construction progress, independently of the preparation of the invoice.
- 22.16 All work payable at hourly or daily rates will be invoiced based on attached time sheets on or before the 10th day of the month which follows the provision of the work. Invoices provided thereafter shall be resubmitted to the Buyer in the next month. Time sheets shall be prepared for each working day and submitted to the Buyer's Site Management for confirmation by 10 a.m. of the next working day. Time sheets must show the Order number, the place of execution and exact description of the work performed, the names and qualifications of

the workers, the number of days or working hours completed by them, detailing whether the work was performed during normal working hours, at night, on Saturdays and Sundays and on public holidays, as well as the name of the person who has instructed the Vendor to perform such work. To the extent travel time is to be paid, this shall not be included in the working hours shown. Remuneration shall only be paid for materials, substances, components, instruments, tools and supporting facilities provided by the Vendor if this has been provided for in the Order and if these are included in a separate Measurement Sheet. Work for which a lump-sum price has been agreed shall only be remunerated if the Vendor provides evidence showing that such work has been executed.

- 22.17 Final invoices shall be marked as such and shall be submitted within four (4) weeks after acceptance of the Ordered Items. Final invoices shall include in addition to the requirements as per section 22.2 the retention amount, as well as the aggregate amount of retention, due payments, and if applicable, the certificate on mechanical completion as signed by the Buyer and the Vendor for the purposes of payment approval. Payment of the final invoice shall not release the Vendor from any of its contractual obligations or warranties.

23. Supplier Code of Conduct and German Supply Chain Due Diligence Act

- 23.1 The Vendor undertakes to comply with the requirements of the 'Code of Conduct for Suppliers' of the Linde Group, including the therein mentioned codes and policies (hereinafter referred to as the 'Supplier Code of Conduct'), which can be accessed and consulted on the Internet www.the-linde-group.com>Contact>Our Expectations to Suppliers
- 23.2 The Vendor shall demonstrate compliance with the requirements of the 'Supplier Code of Conduct' at Buyer's request by making corresponding data available or conducting self-assessments and submitting the results to the Buyer.
- 23.3 The Vendor shall demonstrate compliance with the obligations as described in the German Supply Chain Due Diligence Act (hereinafter "SCA"), which can be accessed and consulted on the Internet at Act on Corporate Due Diligence Obligations in Supply Chains Germany (bmas.de), and shall appropriately address these obligations (hereinafter "SCA Obligations") vis-à-vis its Sub-Vendors. The Vendor



shall prevent or minimize any risks as described in the SCA and shall end within reasonable time any violation of the SCA Obligations. Furthermore, the Vendor shall instruct its involved personnel to comply with the SCA Obligations and provide trainings to its involved personnel regarding the compliance with the SCA Obligations. Upon request of the Buyer, the Vendor shall attend corresponding trainings organized by the Buyer.

- 23.4 If the Buyer has reason to believe that Vendor may be in material breach of the requirements set out in the Supplier Code of Conduct or of the SCA Obligations, the Buyer or a third party appointed by the Buyer may conduct audits on the Vendor's premises to verify the Vendor's compliance with the requirements of the Supplier Code of Conduct or of the SCA Obligations. The Vendor and the Buyer shall use all reasonable efforts to ensure that the audits will be conducted in accordance with any applicable data protection law and other provisions and shall neither unreasonably interfere with the Vendor's business activities nor violate any of the Vendor's confidentiality agreements with third parties. The Vendor undertakes to reasonably cooperate in any audits conducted. Each Party shall bear its own expenses in connection with such audits.
- 23.5 If the Buyer has reason to be suspicious or has evidence of a breach of the SCA Obligations by the Vendor or any of the involved contractors or suppliers along the entire supply chain, the Vendor shall on its own cost take and carry out or cause the relevant contractors or suppliers to take and carry out, appropriate remedial measures as reasonably requested by the Buyer. At such request of the Buyer the Vendor shall promptly (i) prepare as a material obligation a plan of remedial action to end any breach of the SCA Obligations (hereinafter "Remedial Concept"), including a specific timetable for the Remedial Concept; and (ii) carry out such measures of the Remedial Concept as agreed by the Buyer.
- 23.6 In addition to its other rights, the Buyer shall also have the right to terminate the Order for cause pursuant to section 21.3 without observing a period of notice if the Vendor
- commits a material breach of the Supplier Code of Conduct or the SCA Obligations or
 - has not carry carried out the agreed measures of the Remedial Concept as per section 23.5 or

- the agreed measures of the Remedial Concept as per section 23.5 did not remedy the violation of the SCA Obligations and the Vendor either fails to remedy the breach after written notification by the Buyer or was previously given a written warning by the Buyer related to this material breach.

- 23.7 Material breaches include, but are not limited to, incidents of forced or child labour, corruption and bribery, disregarding occupational safety and health obligations, freedom of association, unequal treatment in employment, and failure to comply with the Supplier Code of Conduct's or the SCA's environmental protection requirements.

24. Trade restrictions

24.1 Denied Party

- 24.1.1 Denied Party shall mean a natural or legal person to whom Buyer may not directly or indirectly provide an economic resource to and/or with whom Buyer may not otherwise deal with according to a trade regulation. A natural or legal person, who is directly or indirectly majority-owned or otherwise directly or indirectly controlled by a Denied Party, shall itself also be considered as a Denied Party. A person is deemed to control a legal person if it owns directly or indirectly sufficient voting interest to elect a majority of the directors or managing authority, or if it can otherwise direct the affairs or management of a legal person.
- 24.1.2 The Vendor warrants and represents that, upon entry into force of the Order, Vendor is not a Denied Party. The Vendor shall notify Buyer in writing promptly whenever the Vendor becomes a Denied Party.
- 24.1.3 Without prejudice to the foregoing the Vendor shall submit (i) its shareholder and management structure promptly upon Buyer's request, including the ultimate beneficial owner(s), and (ii) any change in its ownership or control promptly upon such change.
- 24.1.4 Furthermore, the Vendor warrants and represents that it (i) will not cause the Buyer to directly or indirectly deal with a Denied Party (ii) will not use a Denied Party for the performance of the Order, (iii) will not directly or indirectly submit any information on the Buyer or the Order to a Denied Party and (iv) will not provide any items received from the Buyer to a Denied Party.



24.2 Sourcing prohibitions and delivery restrictions

- 24.2.1 Vendor shall not procure or use any material or equipment originating from the Russian Federation, Belarus, Crimea and Sevastopol, Luhansk, Donetsk or any other region as mentioned in Regulation EU 2022/263 as amended (together hereinafter referred to as "Restricted Areas"). Upon request of Buyer, Vendor shall provide evidence on the origin of any used material. The Ordered Items or parts thereof shall not be transported via the Restricted Areas.
- 24.2.2 The Vendor is not entitled to (re-)export to or to use in the Restricted Areas anything received directly or indirectly from the Buyer.
- 24.2.3 Without prejudice to the foregoing, the Vendor is not entitled to use anything for the Ordered Items or any parts thereof that is subject to any (re-)export, import or transit prohibitions into or via the country where (i) the Plant is situated, (ii) the assembly of the Ordered Items takes place and/or (iii) other works on or for the Ordered Items are carried out.
- 24.2.4 The Vendor is obliged to ensure that the Ordered Items and any parts thereof are not subject to trade restrictions regarding the (re-)export (e.g. dual use), import or transit into or via the country where (i) the Plant is situated, (ii) any assembly of the Ordered Items takes place and/or (iii) other works on or for the Ordered Items are carried out. If the Ordered Items or part(s) thereof are subject to governmental trade authorizations or notification requirements, the Vendor shall inform the Buyer about the requirements and approvals needed in the Order Confirmation. Changes regarding the applicable trade restrictions shall be submitted by the Vendor to the Buyer promptly upon gaining knowledge and not later than with Vendor's application for Readiness for Shipment.

24.3 Applicable restrictions

Without prejudice to 24.1 and 24.2, Vendor confirms to comply with all applicable trade restrictions and those issued or amended by the European Union (including member states), the United States of America, the United Kingdom and the United Nations and confirms to refrain from any actions that constitute a breach of any of these trade restrictions for Buyer.

24.4 Re-export prohibition

As far as legally obliged, the Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Item supplied under the Order and shall undertake reasonable effort to ensure that the purpose of this prohibition is not frustrated by the Owner. The Buyer shall promptly inform the Vendor about any problems that could frustrate the purpose of the aforementioned prohibition to sell, export or re-export.

24.5 Consequences of breach

A breach of Vendor's obligation as per sections 24.1 till 24.3 entitles the Buyer to terminate the Order without observing a period of notice with the consequences as per section 21.3 and 21.5.

A breach of Buyer's obligation as per sections 24.4 entitles the Vendor to terminate the Order promptly upon the breach without observing a period of notice with the consequences as per section 21.3 and 21.5.

25. **REACH Regulation and Waste Framework Directive**

For Ordered Items or parts thereof that are placed on the market in the European Economic Area by the Vendor, the Buyer, or the Owner, the following applies:

- 25.1 The Vendor shall comply with the European Union Regulation (EC) No 1907/2006 (hereinafter "REACH Regulation") and the EU Waste Framework Directive (Directive 2008/98/EC).
- 25.2 The Vendor shall not deliver to the Buyer anything containing substances falling under the restriction of Annex XVII REACH Regulation. Furthermore, the Vendor should avoid delivering to the Buyer any Items containing substances that are listed in Annex XIV REACH Regulation.
- 25.3 In order to fulfil the requirements of Article 33 (1) REACH-Regulation and to facilitate Buyer to meet its obligations in relation to European Chemicals Agency (hereinafter "ECHA"), the Vendor shall fill out, complete and submit the excel-template 'SCIP data' no later than the submission of Vendor's final documentation. The excel-template 'SCIP data' will be part of the Order. Vendor's submitted SCIP data shall be based on the candidate list of ECHA as amended. Guidance relating to the SCIP data can be found at the internet under SCIP support - ECHA (europa.eu). If the Ordered Items do not contain any substances of very high concern (SVHC), the Vendor shall tick the relevant box in the "SCIP data" template.



25.4 In the event of changes or extensions to the REACH Regulation, the EU Waste Framework Directive and/or the ECHA candidate list, the Vendor shall actively determine whether an update of the SCIP data is necessary. If this is the case, the Vendor must provide it to the Buyer promptly and without being requested to do so.

26. CBAM Regulation

26.1 In case the Ordered Items contain goods (assembled or loose) listed in Annex I to the European Union Regulation (EC) No 2023/956 (hereinafter "CBAM Regulation") or processed products from those goods resulting from the inward processing procedure, and these goods or processed products will be imported by the Buyer into the customs territory of the European Union the Vendor shall

- a) inform the Buyer about the embedded greenhouse gas emission of such goods and processed products as per Article 35 CBAM Regulation and the EU Implementing Regulation 2023/1773 latest upon Vendor's application for Readiness for Shipment, and
- b) provide all related proofs thereof promptly upon Buyer's request.

26.2 The embedded greenhouse gas emission shall be calculated by the Vendor in accordance with Article 7 CBAM Regulation and verified by the Vendor in accordance with the verification principles set out in Article 8 CBAM Regulation. Guidance can be found at Internet under: Carbon Border Adjustment Mechanism - European Commission (europa.eu).

26.3 The Buyer is entitled to share the received information as foreseen under the CBAM Regulation with third persons involved to comply with the CBAM Regulation.

27. Effectiveness and partial ineffectiveness

27.1 The provisions according to section 3.1.6 second sentence, section 11, section 12, section 16.1, section 18, section 19, section 20, section 21 in case of termination, all tax related provisions of section 22, section 22.13, section 23.4, section 29 and section 30 as well as this section 27.1 shall not be affected by a termination of the Order, by the expiration of the obligations or by rescission ("Rücktritt") from the Order, i.e. the Parties kept be bound by these sections even in case of termination, expiration or rescission.

27.2 Notwithstanding termination or rescission of the Order either Party shall retain the rights that have already arisen prior to the effective date of termination or rescission.

27.3 Should any provision of these Conditions of Purchase or other components of the Order be or become ineffective and/or impracticable, the validity of the remaining provisions shall not be affected.

28. Place of fulfilment

Unless otherwise stated in the Order, the place of performance shall be the place where the Buyer has its registered office.

29. Applicable law

29.1 The Order shall be governed by the laws of Abu Dhabi and the federal laws of the United Arab Emirates, albeit excluding the conflict of law provisions, the Hague Uniform Laws of Purchase and the Vienna UNCITRAL Convention on the International Sale of Goods (CISG).

30. Place of jurisdiction and arbitration

30.1 For Vendors with their registered place of business in the European Union, the United Kingdom, Norway, Iceland or Switzerland:

All disputes arising from or in connection with the Order or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institution (*Deutsche Institution für Schiedsgerichtsbarkeit e.V. DIS*), without recourse to the ordinary courts of law. The place of arbitration shall be Munich. The language of arbitration shall be English. The Buyer is also entitled to bring action at any place of jurisdiction that is justified for the Vendor or the breach.

30.2 For Vendors with their registered place of business outside of the countries referred to in section 30.1:

All disputes arising out of or in connection with the Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said rules, without recourse to the ordinary



courts. The Arbitration shall be held in Abu Dhabi Global Market (ADGM) in the English language. The Buyer is also entitled to bring action at any place of jurisdiction that is justified for the Vendor or the breach.