

GENERAL SALES CONDITIONS OF SALE OF SIAD MACCHINE IMPIANTI S.p.A. (“Supplier”)

The relationship between the Supplier and the customer (“**Customer**”; where together, Supplier and Customer, “**Parties**”) is governed by this document (“**GSC**”) and the purchase order (“**PO**”), including all of their annexes (GSC, PO and related annexes collectively the “**Contract**”). The Contract supersedes all prior proposals, offers, communications or other documents exchanged between the Parties. All terms and conditions of the Customer, wherever indicated, whether expressed or implied, shall be considered null and void and waived by the Customer.

1 OBJECT OF THE CONTRACT.

- 1.1 The object of the Contract is the supply of an air separation unit as ordered by the Customer (“**ASU Plant**”) formed by several components (“**Components**”) pursuant to the technical specifications (“**Technical Specifications**”) attached hereto and/or to the purchase order (“**PO**”), in consideration of the payment of the Contract price (“**Contract Price**”) by the Customer to the Supplier.
- 1.2 In case of discrepancy between documents, the PO shall govern over the provisions of the GSC. Precedence between the PO and its Annexes shall be resolved in the PO.
- 1.3 All annexes and schedules attached hereto, if any, are a substantial part hereof and made part hereto.

2 SUPPLIER’S OBLIGATIONS.

- 2.1 Supplier shall manufacture and deliver the Components and supervise the installation and commissioning of the ASU Plant according to the Technical Specifications.
- 2.2 Supplier shall procure the ASU Plant as per good industry practices, provide adequate packaging for the Components and supply all documentations required by the Technical Specifications.
- 2.3 Supplier shall deliver the Components pursuant to Incoterms® latest edition rules, as agreed in the PO, along with all the documents requested by the said rules.
- 2.4 Supplier shall, if so requested in the PO (or releasing an option provided for in the PO) and as applicable, provide spare parts, services, supervision and training.
- 2.5 Supplier and Customer may agree on a vendor list. Otherwise, the Supplier shall be free to sub-contract any part of the ASU Plant to any vendor of its choice.
- 2.6 In case the ASU Plant does not comply with the guaranteed figures during the verification of the ASU Plant at Customer’s site, the liquidated damages provided for in Annex 1 shall apply. All liquidated damages provided for herein, including the provisions of art. 5.2, shall start accruing only after a grace period of 2 (two) weeks and shall be requested within 12 (twelve) months from the verification test being carried out, otherwise they shall be considered as finally waived. Supplier and Customer agree that no liquidated damages shall accrue in favour of the Customer unless the latter could have completed the facility and started receiving beneficial use of said facility but for Supplier’s delay.
- 2.7 The Supplier shall be fully responsible and liable for all taxes levied up until the delivery of the Components as indicated by the applicable Incoterms® latest edition rules.

3 CUSTOMER’S OBLIGATIONS.

- 3.1 Customer shall timely pay the Contract Price, against submission of a correct invoice by the Supplier and of all documents as indicated in the PO, if any.
- 3.2 The Technical Specifications shall be final and binding at time of Contract signing (“**Effective Date**”). Customer acknowledges that any changes to the Technical Specifications occurring after the Effective Date, might entail a change in the Contract Price and/or in the delivery dates.
- 3.3 Customer, knowing and respecting both the export control procedure adopted by the Supplier and the restrictive measures issued, implemented and/or enforced by the European Union, the United States of America and/or the United Nations on subjects (natural and juridical persons), products and services (including technologies), economic and financial transactions and industrial sectors (“**Sanctions**”), hereby declares and undertakes:
 - a) not to be, directly or indirectly, subject to any Sanctions;
 - b) not to sell, transfer, supply, in whole or in part, directly and/or indirectly, the ASU Plant and its Components to any third party subject to Sanctions;
 - c) not to sell, transfer, supply, in whole or in part, the ASU Plant and its Components in any Country or for a final use prohibited by any Sanctions;

- d) not to sell, transfer, supply, in whole or in part, the ASU Plant and its Components for military or nuclear applications or for facilities conducting civil nuclear activities not covered by the A.I.E.A. (International Atomic Energy Agency) safeguards clause, or in applications related to the development and/or production of chemical weapons and weapons of mass destruction and missiles;
 - e) to impose, in case of reselling of the ASU Plant and its Components to any third party other than the End User (e.g. retailers, wholesalers or any other purchaser), the same obligations as set out in above letters (a), (b), (c) and (d) above;
 - f) not to engage, in any respect, entities, whether private or public, that are subject to Sanctions, in the course of the execution of the Contract, e.g.: agents, consultants, forwarders, shipping companies and the like.
- 3.4 The Customer undertakes to provide to the Supplier, within 15 days from the signature of the Contract:
- a) its company profile, according to the sample attached hereto, duly completed with the details of the shareholders and the management bodies information and signed by the legal representative;
 - b) the company profile, according to the sample attached hereto, of the final user of the ASU Plant and its Components (“**End User**”), duly completed with the details of the shareholders and the management bodies information and signed by the legal representative of the End User;
 - c) the end-user statement (“**EUS**”), according to the sample attached hereto, duly completed with the information concerning the End User, the place of final destination of the ASU Plant and Components and the final use to which they are destined;
 - d) any other information, requested by the Supplier, necessary to carry out the relevant internal controls.
- 3.5 The Customer undertakes to promptly notify the Supplier if it becomes aware that: (i) the Customer and/or the End User become, directly or indirectly, subject to Sanction; (ii) significant changes in the Customer’s or in the End User’s shareholders structure occurred which could cause them to become indirectly subject to Sanctions.
- 3.6 Customer acknowledges that the Supplier has the right to verify, within 15 (fifteen) days from the receipt of the documents referred to in previous articles 3.4 and 3.5, the truthfulness of the information received and if the Customer and/or the End User are, directly or indirectly, subject to Sanctions.
- 3.7 Customer represents and warrants that the information it provides regarding (i) the Technical Specifications, (ii) the final destination of the ASU Plant as per EUS attached hereto, (iii) the application to which it is destined as per EUS attached hereto, (iv) the end user as per EUS attached hereto, and (v) the company profile form, attached hereto are true, final and conclusive. No modification of the above shall be effective unless accepted in writing by the Supplier.
- 3.8 Customer shall be fully responsible and liable for all taxes levied after the delivery point as indicated by the applicable Incoterms® latest edition rules. Any taxes levied, related or connected to services supplied by the Supplier in the country of destination, shall be for the account of the Customer (e.g.: withholding taxes and the like). In case the ASU Plant is destined outside of Italy VAT should not be applicable, however Supplier shall apply, and Customer shall pay VAT on the PO value, if such VAT becomes due for reasons attributable to the Customer.
- 3.9 Customer shall inform Supplier in writing about any defect in the ASU Plant, upon its delivery pursuant to Incoterms® latest edition rules or, with respect to defect that could not be detected at time of delivery, upon discovery.
- 3.10 Any and all documents sent by the Supplier for the Customer’s approval, shall be approved or commented within 14 calendar days. Any and all comments to the documents shall be sent within that timeframe and shall include all comments of the Customer and of the Customer’s client, if any. The Customer acknowledges that any comment raised after the 14 calendar days’ time limit, may entail a modification of the Contract Price and/or of the delivery dates.

4 CHANGES TO THE SCOPE OF SUPPLY.

- 4.1 Any changes in the ASU Plant shall be duly recorded in a change to the PO agreed upon between the Parties to be issued, at the latest, prior to the agreed date of delivery of the Components. Failing the above, the Supplier has the right to postpone shipment, with no consequences for the Supplier and all costs and risks connected thereto shall be for the Customer’s account.

- 4.2 The Contract Price takes into consideration laws, regulations, ordinances and other acts applicable to the ASU Plant at the Effective Date. Any changes occurring after the Effective Date gives the Supplier the right to obtain a change to the PO terms to reflect any consequent cost/price increase and/or delivery changes as per art. 4.1 above.
- 4.3 All requests coming from meetings held after the signature of the Contract, shall be duly recorded in a change order, including, but not limited to, outcomes of KOM, PIM, 3D model review and HAZOP meetings.

5 DELIVERY TERMS.

- 5.1 Unless otherwise provided for in the PO, the delivery of the Components shall occur on the basis of FCA Supplier's premises as further indicated during the project execution phase, according to Incoterms® latest edition, provided at all times that shipping information shall be provided to the Supplier in a timely manner by the Customer (at least 14 days prior to the foreseen delivery date).
- 5.2 The Supplier will use its best efforts to comply with the delivery date of the Components as set forth in the PO. In the event of delay in the delivery of the Components, Supplier shall promptly advise the Customer and shall pay liquidated damages at the rate of 0,2% of the Contract Price for each entire week of delay, up to a maximum of 2% of the Contract Price.
- 5.3 In case the application for which the ASU Plant is destined, Customer and/or the country where the Customer is located and/or the ASU Plant must be installed, are hit by any sanctions (whether local or global) that prevent the Supplier from shipping the Components, sending its technicians or installing the ASU Plant, then the Parties shall meet and agree on the necessary next steps. Failing the agreement on such next steps, art. 12.2 shall apply to the Supplier which shall have the right to terminate the Contract and be paid the applicable fees.
- 5.4 Partial shipments are always permitted, unless differently agreed upon in the PO.

6 PAYMENT OF THE CONTRACT PRICE.

- 6.1 Payment of the Contract Price by the Customer shall occur upon the terms and conditions set forth in the PO.
- 6.2 All payments shall be performed within thirty (30) days date of invoice. In case of delayed payments, interests shall apply as provided for by Italian Legislative Decree 231/2002.
- 6.3 Payment of the Contract Price shall occur upon presentation of a complete invoice. In case the Customer does not dispute the invoice within 5 calendar days from delivery of same, such invoice shall be considered finally accepted.

7 WARRANTY OBLIGATIONS.

- 7.1 The Supplier warrants that the ASU Plant is free of defects, complies with the Technical Specifications and is manufactured for the purpose declared by the Customer in the Technical Specifications. The warranty period for the Supply is limited to 12 (twelve) months from start-up or 18 (eighteen) months from delivery according to Incoterms indicated in the PO, whichever occurs first. No inferred terms or implied warranties are accepted by the Supplier.
- 7.2 In case of any defect or non-compliance and after immediate written notification thereof by the Customer, the Supplier shall repair or replace the defective or non-compliant part of the ASU Plant, whether at the location where the ASU Plant is located or at the Supplier's location, within a reasonable time, taking into consideration the nature of the defect or non-compliance. Should the Supplier fail to perform such activities, the Customer shall have the right to rectify any such defect or non-compliance by itself or through third parties, at the Supplier's costs, always provided these costs are reasonable, documented and pre-approved in writing by the Supplier, which approval shall not be unreasonably withheld, denied or delayed. The warranty period for repaired or replaced parts shall not exceed 6 (six) months from the date of installation of any such part, or the balance of the original warranty period, whichever is longer.
- 7.3 Warranty shall be considered void if the ASU Plant is (i) tampered with, (ii) not operated as per Technical Specifications or Supplier's documentation (instructions, manuals and the like), (iii) not operated with utilities conditions complying with the Technical Specifications, or (iv) serviced by personnel non-authorized by the Supplier. Normal wear and tear, excessive noise, heating or rust are not considered as defects.
- 7.4 All repaired or replaced parts shall be delivered by the Supplier on DAP Incoterms® latest edition terms. The Supplier shall reimburse, upon presentation of appropriate documentation, all the importation duties and taxes related thereto to the Customer, who shall be in exclusive charge of the importation formalities.

- 7.5 In case the repair or replacement during the warranty period is carried out at Customer's site, the latter shall make available to the Supplier all tools, machinery, apparatus, systems and manpower to the extent requested by the Supplier and to speed up the warranty operations.

8 PATENTS, LICENSES AND INTELLECTUAL PROPERTY RIGHTS.

- 8.1 Supplier hereby declares that, insofar as it is aware of, no third parties' patent rights are infringed by the Supply.
- 8.2 In the event of claims by a third party for infringement of patent rights, Supplier shall, at its own choice and as sole remedy for the Customer:
- (i) modify the Supply in such a way that the claims shall no longer be valid, to the extent any such changes respect the Technical Specifications or,
 - (ii) pay such third party a license fee to enable Customer to use the Supply.
- 8.3 The information provided by the Supplier and the Customer and vice-versa, according to terms of this Contract, shall all be considered as confidential, and either Party agrees to treat information received as if it was its own confidential information. Any such confidential information shall remain the property of the Party that supplied it.

9 ASSIGNMENT.

- 9.1 Neither Party shall assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the other Party.

10 TRANSFER OF TITLE AND RISK OF LOSS – PROVISIONAL AND FINAL ACCEPTANCE.

- 10.1 Title and risks to the Components shall transfer to the Customer upon delivery as per the applicable Incoterms® latest edition.

11 LIMITATION OF LIABILITY – INDIRECT LOSSES.

- 11.1 The total liability of the Parties in connection with the Contract will in no event exceed an amount equal to the Contract Price.
- 11.2 Neither Parties shall be liable for indirect, consequential, punitive and/or incidental damages, and in addition to this, Parties shall not be liable for damages due to loss of income, loss of revenues, loss of profits, loss of contracts, loss of production, damage to the image, etc., legal intervention costs, custody and/or deposit costs not expressly agreed.

12 TERMINATION.

TERMINATION FOR DEFAULT

- 12.1 Pursuant to article 1454 of the Italian Civil Code, either Party may terminate the Contract in case of material breach by the other Party, provided the breaching Party is granted a period within which it may cure the breach. Failing this, the Contract shall be considered terminated by operation of law.

IMMEDIATE TERMINATION

- 12.2 Pursuant to article 1456 of the Italian Civil Code, the Supplier has the right to immediately terminate the Contract, by serving Customer a 30 (thirty) days prior notice by registered letter, in the following event:
- breach of the Customer's obligations set out in articles 3.3, 3.4 and 3.5.
 - from the verification carried out by the Supplier pursuant to article 3.6, it arises that the Customer and/or the End User is/are, directly or indirectly, subject to Sanctions;
 - in case of Sanctions affecting the transaction, if the suspension period provided for by article 14 lasts longer than 90 (ninety) days.

TERMINATION FOR CUSTOMER CONVENIENCE

- 12.3 The Customer shall be entitled to terminate the Contract for convenience by means of a written 30 days' notice to the Supplier, subject to payment of the fees (as a percentage of the Contract Price) as set forth in the following cancellation chart:

Cancellation chart

time %	0%	10%	20%	30%	40%	50%	60%	70%	80%	85%	90%	100%
money %	10%	20%	30%	40%	50%	60%	70%	85%	95%	100%	100%	100%

13 FORCE MAJEURE.

- 13.1 If a Party is prevented or hindered from or delayed in performing any of its obligations under the Contract due to a force majeure event, then such Party shall promptly notify in writing the other Party of any such event, describing the expected effects on the performance of such Party's obligations.
- 13.2 In case force majeure lasts continuously for more than ninety (90) days in aggregate, then both Parties shall meet to consult and discuss, in good faith, on the necessary arrangements for further performance of the Contract. Should the Parties be unable to reach an agreement within 30 days, the Contract may be terminated by either Party, with no liability or other financial consequences on either Parties.
- 13.3 Current circumstances related to the COVID – 19 pandemic have been taken into consideration by the Parties when discussing and accepting the terms and conditions of the Contract.
- 13.4 The Parties agree that if, after the Effective Date, new local or global restrictions are imposed related to the COVID – 19 pandemic situation or if the related conditions worsen, preventing, even if just temporarily, the performance of the Parties' obligations, the Parties shall discuss in good faith any mitigation measures (cost and/or delivery wise).
- 13.5 By way of example only, cause of force majeure might be earthquakes and any other natural disasters, acts of war or terrorism, whether declared or not, acts of God, pandemic, whether known or unknown and consequences thereof, strikes, whether local or national, riots and commotions, affecting the Parties or any of the Parties' sub-suppliers.

14 SANCTIONS.

- 14.1 If the Supplier is prevented from or delayed in the performance of any of its obligations under the Contract due to Sanctions, it shall notify the Customer of the circumstances constituting the impediment or delay with adequate evidence of the obligations whose performance is thereby delayed or prevented.
- 14.2 The Contract shall be considered as suspended and the Supplier shall thereupon be excused for the non-performance, or non-punctual performance, or delayed performance of such obligation for the duration of the Sanctions.
- 14.3 Within the next 30 (thirty) days, the Parties will meet to evaluate and agree on future actions to be taken to enable or facilitate the resumption of operations. In the event that the Parties are unable to agree on the future course of action, Supplier shall retain the ASU Plant and Components, or any part thereof not yet shipped as of the date of written notification to Buyer.
- 14.4 All charges for such storage, including the costs of insurance and storage of the same, shall be paid by the Supplier for 30 (thirty) days counted from the date of notification pursuant to previous article 14.2.
- 14.5 For the period after the above mentioned 30-day period all charges for this storage, including insurance, storage costs of ASU Plant and its Components and VAT charge, if any, shall be borne and paid by the Customer and invoiced monthly to the Customer. The Supplier shall use its best endeavour to find a warehousing location not subject to VAT.
- 14.6 The Customer undertakes not to proceed with the request of payment of the bank guarantee and/or to make any claim for payment of the bank guarantees during the period of suspension for Sanctions under article 14.2.
- 14.7 During the period of suspension, the Customer shall not sell and/or transfer and/or otherwise provide, in total or in part, directly and/or indirectly, the ASU Plant and its Components.
- 14.8 In the event that the suspension last longer than 90 (ninety) days, Parties shall meet to consult and agree on the necessary arrangements for further continuation of the Contract. If further continuation of the Contract is impossible in view of the Sanctions, the Supplier shall have the right to terminate the Contract pursuant to article 12.2.
- 14.9 As a consequence of the termination, the Supplier is relieved of the obligations set forth in the Contract and has the right to withhold funds already received.

15 GOVERNING LAW AND SETTLEMENT OF DISPUTES.

- 15.1 The Contract shall be governed and interpreted in accordance with the provisions of Italian Law, with the exclusion of its private international law and specifically conflicts of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

15.2 The Customer and the Supplier agree that, in the event of disputes arising from or in connection with the Contract, the Parties will try to settle this dispute amicably. Failing this, all disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Bergamo, Italy and language of arbitration shall be English. The foregoing is without prejudice to the Supplier's right to seek payment injunction and/or other injunctive relief in any applicable jurisdiction.

16 MISCELLANEOUS.

- 16.1 Supplier and Customer shall assist each other insofar as possible in obtaining permissions, approvals, export and import licenses, etc., required for the implementation of the Contract.
- 16.2 The Customer shall be responsible for obtaining all local permits and licenses necessary for the execution of the Contract in the country of final destination of the Supply and shall bear the associated expenses. The Customer shall always keep the Supplier informed about the status of local permits and authorizations.
- 16.3 As a preventive measure against cybercrime, any change in the Supplier's bank details shall be duly recorded into a change order.
- 16.4 The Supplier and the Customer have both adopted their own Code of Ethics and an Organization and Control Model and they both declare to have acquainted with same. They declare that they will carry out their activities hereunder in compliance with the principles expressed therein. Failing the above, either Party has the right to terminate the Contract pursuant to art. 1456 of the Italian Civil Code.
- 16.5 Please note that all offers shall be finally approved by Supplier's Senior Management.

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We, the undersigned, being the duly authorised representatives of the Parties, do hereby agree and accept the terms stated herein.

SIAD Macchine Impianti S.p.A.

The Customer

SPECIFIC APPROVAL PURSUANT TO ART. 1341 OF THE ITALIAN CIVIL CODE

With reference to articles:

- 3.9 – TIME FOR NOTIFICATION OF DEFECTS;
- 3.10 – TIME LIMITS TO COMMENT DOCUMENTS;
- 4.1 – CHANGES TO THE SUPPLY – SUSPENSION RIGHTS;
- 5.2 – TIME LIMITS TO REQUEST LIQUIDATED DAMAGES;
- 6.3 – TIME LIMITS TO CONTEST INVOICES;
- 8.2 – LIMITATION OF REMEDIES IN CASE OF PATENT INFRINGEMENT;
- 11 – LIMITATION OF LIABILITY – INDIRECT LOSSES;
- 15 – GOVERNING LAW AND SETTLEMENT OF DISPUTES.

the Customer declares and acknowledges that these articles were duly negotiated and reflect the Customer's intentions and therefore it approved them and their content as per the provisions of art. 1341 of the Italian Civil Code ("Unfair terms specific approval").

The Customer