GENERAL TERMS AND CONDITIONS FOR SALES & SERVICE POWER HOUSE (2025)

1. APPLICABILITY

These General Terms and Conditions apply to the exclusion of any other general terms and conditions, to any Contract for the supply of goods and services, as defined below, between Power House directly or any authorized company, agent or service station of Power House (Supplier) and the customer (Buyer).

2. DEFINITIONS

The following terms have the meaning set out below when used in the Conditions or in the Contract.

2.1 "Contract" means any agreement for the supply of goods or services concluded between the Parties or an acknowledgement or confirmation of order, together with appendices, and include these Conditions.

2.2 "Contract price" means the total of the amounts due from the Buyer to the Supplier under the Contract.

2.3 "Delivery" means the delivery and transfer of risk of Equipment or

Spare Parts pursuant to the Contract.

2.4 "Equipment" means and include any goods, items, Digital items, as defined in Clause 22 hereof, documentation and certificates to be delivered by the Supplier pursuant to the Contract.

2.5 "Normal working time" means working time consisting of forty (40) hours spread over five (5) working days during holiday free Monday - Friday and not exceeding eight (8) hours per day.

2.6 "Services" means the services or any work that the Supplier has

undertaken to perform pursuant to the Contract.

2.7 "Spare Parts" means original Volvo Penta, Hyundai, AGCO, JCB, MTU, FPT and Mitsubishi parts and Power House exchange and reconditioned spare parts supplied loose or for the Equipment under the Contract.

2.8 "Vessel" means the individual vessel, construction or structure owned by the Buyer or any third party in respect of which any Equipment or Services are supplied under the Contract.

2.9 "Power House" means Power House AB or a corporation where Power House holds a controlling proportion of shares or which has been set up as a joint venture between Power House and any third parties.

2.10 "Consumables" means parts that are meant to be worn down and are limited in lifetime in accordance with a service schedule such as, but not limited to, filters, liquids, impellers, anodes and fan belts.

3. CONTRACT PRICE

3.1 The Contract Price does not include, and the Buyer shall bear or reimburse the Supplier for any taxes, duties or other official charges, including, but not limited to value added tax and any taxes raised on the Equipment or Services, custom and import duties or any other charges on the Contract Price or any part thereof.

3.2 The Contract Price includes the Supplier´s standard transport packing materials. The Buyer must advise the Supplier and be responsible for the costs of any special requirements for packing or storage.

3.3 If any payment due from the Buyer under the Contract is not received by the Supplier, or if any payment security agreed to be provided is not provided or opened as required by the Contract, without prejudice to the Supplier´s rights under the Contract, the Buyer shall pay interest on any amounts due or to be covered by the payment security at the rate of one (1) month´s Euro Interbank Offered Rate (EURIBOR) prevailing at the due date plus three (3) percentage units per annum/pro rata from the date payment or provision of the payment security is due until the payment is received in full or until the payment security is provided or opened.

4. VARIATION ORDERS

4.1 Either Party may, prior to the Delivery or completion of Services and subject to the limitations set out in Clause 4.3, request variations in the originally agreed Scope of Supply. Such Party shall make a request for a variation by written notice to the other Party with an exact description of the variation requested.

4.2 The Supplier shall, without undue delay, after receipt of a request for a variation or after having himself proposed a variation inform the Buyer in writing whether and how the variation can be carried out stating the effects of the variation on the Contract Price, the estimated time for Delivery or completion and other terms of the Contract. The Supplier shall also give such notice when variations are required by reason of changes in laws and regulations.

4.3 The Supplier is not obliged to carry out variations before the Parties have agreed on how the variation will affect the Contract Price, the time for Delivery or completion and other terms of the Contract, including issuance a of payment security for the increased price. For the avoidance of doubt, if the Supplier for any reason carries out the requested variation before the Parties have agreed its effects, such performance is deemed to have been made in good faith and shall constitute neither a waiver of any of Supplier´s rights nor Supplier´s acceptance of Buyer´s request.

5. DELIVERY AND RETENTION OF TITLE

5.1 Equipment shall be delivered at the place named and, on the terms, as set out in the Contract. All terms used in this regard shall be interpreted and construed in accordance with Incoterms® 2010.

5.2 On Delivery, the Buyer, its representative or an internationally recognized inspection service shall, as soon as possible and at the cost of the Buyer, inspect the Equipment. The Buyer shall, within three (3) calendar days of such inspection, give a written notice to the Supplier of any relevant matter the Buyer considers not to be in conformity with the Contract. If the Buyer fails to give such notice the Equipment shall be deemed to have been delivered fully in conformity with the Contract.

5.3 The Supplier may make improvements to any items of the Equipment not yet delivered.

5.4 The origin of the Equipment will be at Supplier´s discretion.

5.5 The Supplier retains title and ownership of the Equipment and Spare Parts which shall automatically pass to the Buyer only on receipt of the Contract Price in full. Despite of retention of title, risk passes to the Buyer at Delivery.

5.6 The Buyer warrants to preserve and protect the Supplier´s rights and title in the Equipment.

6. DELAYS CAUSED BY SUPPLIER OR BUYER

6.1 If the supply of Equipment is delayed due to reasons of the Supplier and the Buyer has suffered a loss as a consequence, the Buyer is entitled to liquidated damages calculated from (fourteen) 14 days after the date on which delivery should have taken place ("grace period") of zero point five percent (0.5%) of the value of the delayed part of the Equipment or Services supplied per each full week of delay. The total amount of liquidated damages under Clause 6.1 to be paid by the Supplier in consequence of the Supplier´s delay shall in no case exceed five percent (5%) of the part of the Contract Price which is payable for Equipment or Services supplied in respect of the Vessel affected by the delay. These liquidated damages are the Buyer´s only remedy for delay.

6.2 If performance of any obligations under the Contract is delayed for any reasons attributable to the Buyer or at his request, without prejudice to the Supplier´s rights under the Contract,

a) the Contract Price is increased by zero point eight percent (0.8%) for each month of delay up to and including the month of actual Delivery; and

b) the Supplier may adjust the test schedule and the date, mode or schedule of Delivery and charge the Buyer for all costs resulting to the Supplier from such delay, including but not limited to storage, transportation, insurance and maintenance of the Equipment.

6.3 If the Buyer anticipates that he will be unable to accept the Delivery of the Equipment at the time set forth in the Contract, he shall notify the Supplier in writing stating the reason and the time when he anticipates being able to accept the Delivery. Without prejudice to Clause 6.2 above, the Buyer shall pay the part of the Contract Price that becomes due at the Delivery as if the Delivery had taken place. The Supplier may by notice require the Buyer to accept the Delivery within a final reasonable time.

7. SUBCONTRACTORS AND ASSIGNMENT

7.1 The Supplier is entitled to subcontract all or part of its obligations.

7.2 The Supplier is not responsible or liable for subcontractors selected or appointed by the Buyer.

7.3 Neither Party may transfer or assign rights, benefits, obligations or liabilities under the Contract to any third person without the prior written approval from the other Party.

8. BUYER´S SUPPLIES

8.1 Any defect or delay in the supply of information, software, documentation, goods or services to be made by the Buyer ("Buyer´s Supplies") shall be considered as a delay attributed to the Buyer with application of Clauses 6.2 and 6.3.

8.2 In the event of delays or defects in respect of Buyer´s Supplies, the Supplier may proceed with any tests to be carried out prior to or in the context of the Delivery. The Buyer accepts the results of such tests and accept the Equipment as having been delivered in conformity with the Contract.

8.3 The Supplier`s warranty in respect of Equipment or Services supplied does not cover any defects in Buyer´s supplies and the Supplier shall not be liable for any damage or losses caused by Buyer´s Supplies. The Buyer will indemnify the Supplier in respect of any losses, liabilities or expenses incurred by the Supplier or any third party in connection with any Buyer´s supplies including liabilities and expenses suffered as a result of the infringement of patents or other intellectual property rights of third parties.

9. INSTALLATION AND COMMISSIONING

9.1 The Buyer is responsible for the installation of the Equipment. The installation will be performed by the Buyer in accordance with the guidelines and procedures of the Supplier.

9.2 Following installation, if so contractually agreed, the Equipment shall be checked and started up in accordance with the Supplier´s guidelines and procedures ("Commissioning"). Commissioning does not construe responsibility to the Supplier for the defects of the installation performed by the Buyer. The Supplier reserves the right to stop, re-start and re- perform the Commissioning. In no case will the Buyer commence or carry out the Commissioning without the involvement of the Supplier as contractually agreed.

9.3 If services outside the scope of supplies under the Contract are required, or if the Services supplied under the Contract are performed outside Normal Working Time, the Supplier is entitled to charge the Buyer in accordance with the Supplier`s price list in force at the time of the performance of the services. If Commissioning has not been started within twelve (12) months after Delivery due to reasons attributable to the Buyer, any claims of the Buyer against the Supplier in this respect, will be deemed to be waived and absolutely time barred upon the expiry of thirteen (13) months from the date of Delivery.

9.4 The Buyer will, at no charge, provide the Supplier with all assistance required, including, but not limited to, the provision of suitable labour, tools, other implements required, adequate hoisting gear, including operating staff, scaffolding, as well as cleaning, packing and lubricant materials, health and safety equipment and any consumables required. This also applies to any work carried out in connection with any modifications or technical changes during Delivery, installation or Commissioning of the Equipment. Furthermore, the Buyer shall, at no charge, supply heating, lighting, water and electricity connections in sufficient capacity and quantity as well as welding gas and other working requirements. The equipment made available by the Buyer will be in full working order and in compliance with relevant health and safety regulations.

9.5 On completion of Commissioning, the Supplier will issue a certificate for the completion of commissioning ("Commissioning certificate"). Such Commissioning Certificate shall be executed by both Parties and constitutes evidence that the Equipment is in conformity with the Contract. The issuance of the Commissioning Certificate shall not be delayed or refused due to minor deficiencies not materially affecting the use of the Equipment. If the Buyer takes or allows a third party to take the Equipment into commercial use prior to the issuance of the Commissioning Certificate the Buyer is deemed to have waived any warranty claims and the Equipment or Services shall be deemed accepted by the Buyer as having been delivered in all respects free of any defects and in full conformity with the Contract.

10. TESTS

10.1 If applicable, the Buyer or its representative and, if required, an internationally recognized inspection service may witness tests and/or conduct an inspection of the Equipment following its assembly. The place, date and time of the inspection and tests shall be notified to the Buyer two (2) weeks prior. Inspection and testing will be performed in accordance with the Supplier´s procedures at the factory of the Supplier or other place designated by the Supplier during normal working hours. The Supplier bears the costs and expenses of tests carried out at its factory, excluding own travel costs and any expenses of the Buyer. If the Buyer is not represented at the tests after having been duly notified, the test report shall be deemed to have been accepted as being accurate by the Buyer.

10.2 If the results of the Supplier´s standard acceptance test procedures show that any materials or components are defective or not in accordance with the Contract, the Supplier shall remedy the defect or non-conformity at its costs as soon as is reasonably possible.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Supplier retains all patent rights and intellectual property and trademark rights relating to any Equipment or Services supplied under the Contract and the Buyer undertakes not to disclose any information or data relating to such Equipment and Services to any third parties without the prior written consent of the Supplier. The Supplier hereby grants to the Buyer a royalty-free, non-exclusive and transferable right to use the Equipment.

11.2 The Supplier indemnifies the Buyer for claims made against the Buyer by any third party unrelated to the Buyer for infringement of a patent or similar registered intellectual property right in respect of supplies made, provided that the Buyer gives prompt written notice and provides, at the Supplier's expense, all necessary assistance. In respect of such claims made against the Buyer, the Supplier' sole obligation will be, at its discretion, to either procure the right for the Buyer to continue use of the Equipment or Spare Parts, or to modify the Equipment or Spare Parts avoiding any such infringements.

12. LIABILITY FOR DEFECTS

12.1 Supplier warrants that, during the period defined below ("Warranty period"), the Equipment will be free of defects in material and workmanship, and in conformity with the agreed specifications. The Supplier also warrants that it will use reasonable skill and care in performing any Services under the Contract.

12.2 The Warranty Period in respect of Equipment and Services supplied starts at Delivery and expires either

i) twelve (12) months after the date on which the Vessel is handed over to the Buyer´s customer or the Equipment has been taken into use, including use of the Equipment for power production; or

ii) eighteen (18) months from Delivery of the Equipment concerned,

whichever occurs earlier. The Buyer must notify the Supplier in writing of the handing over of the Vessel or taking the Equipment into use.

12.3 In case the Equipment is ready for Delivery but the Supplier is not able to deliver the Equipment due to reasons attributable to the Buyer, the Warranty Period of eighteen (18) months described in Clause 12.2 ii) commences from the date the Delivery should have taken place according to the Contract.

12.4 Under this warranty, and subject always to the terms of this Clause 12, the Supplier shall, at its discretion, either repair or replace any defects in the Equipment discovered during the Warranty Period. This will be the only remedy available to the Buyer for breach of such warranty.

12.5 The Buyer must give the Supplier detailed written notice of any defect and the Equipment or Services affected without delay, but in any event latest within fourteen (14) days after discovery of the respective defect. If such notice is not given within the period stipulated above, or at all, the relevant Equipment or Services are deemed to be free of any such defects.

12.6 The Buyer must, immediately after discovery of any defect, take all appropriate steps to mitigate any loss or damage and to prevent any defect from becoming more serious. The Buyers failure to do so is deemed to constitute a waiver of its rights under this warranty in respect of the relevant defect.

12.7 Supplier's obligations under this warranty only become effective, and the Buyer can only make warranty claims, if the Supplier has received all amounts due under the Contract.

12.8 The Supplier is obliged to carry out the dismantling and reinstallation of the defective item or part only if such work requires special knowledge. The Buyer shall at its own expense arrange for any dismantling and reassembly of other components than Equipment, to the extent that this is necessary to remedy the defect.

12.9 Unless otherwise agreed, the Supplier will bear the costs of transporting the defective, repaired or replaced parts to and from the Suppliers factory in accordance with the delivery term stated in the Contract. The Buyer will bear the additional costs of transporting the repaired or replaced parts from or to another destination than the place of Delivery stated in the Contract. The Supplier is not obliged to pay airfreight of the repaired or replaced part.

12.10 Unless otherwise agreed, Services to be performed under the warranty are based on a Normal Working Time. Services performed outside the Normal Working Time are charged to the Buyer as overtime. Any waiting time, for which the Supplier is not responsible, is charged to the Buyer as Normal Working Time. When the Supplier carries out any work in in connection with this warranty, the Buyer or it´s customer´s personnel or crew of the Vessel will assist at no cost to the Supplier. At the request of the Supplier any faulty items of Equipment must be returned and will then become Suppliers property.

12.11 Suppliers warranty pursuant to and in connection with the Contract does not cover defects that are connected with or caused by:

a) normal wear and tear;

b) use of parts, spare parts, materials or consumables not supplied or approved by the Supplier;

c) any use, maintenance, service or operation of the Equipment or the vessel which is not in conformity with the Contract or the Supplier´s or its subcontractors manuals or instructions, or which is otherwise not in accordance with normal industry practice.

d) negligence or other improper acts or omissions or breach of contract on the part of the Buyer, or third parties, or their respective employees or agents;

e) the improper installation or modifications of Equipment carried out without the Supplier's prior written consent;

f) Equipment or Services not being compatible or not functioning with other equipment or systems not supplied by the Supplier, unless the Supplier has specifically accepted the responsibility for their interface.

12.12 The Warranty Period for repaired or replaced Equipment, Spare Parts or Services supplied pursuant to this warranty commences at the date of the repair or of the delivery of the replacement Equipment or Spare Parts and expires twelve (12) months thereafter, or upon the expiry date of the original Warranty Period in respect of the Equipment, whichever occurs first.

12.13 After a notice of a warranty claim has been received, the Buyer will arrange for the Supplier or its representative to have free access to the Equipment and shall be allowed take samples of fuels, lube oils, cooling liquids and other chemicals and any materials used for the operation of the Equipment, as well as free access to log books and other records containing operating or maintenance information relating to the Equipment.

12.14 The warranty set out in this Clause 12 is the only warranty applicable to the Equipment and Services supplied pursuant to the Contract. This warranty replaces and excludes, to the extent permissible by law, any other guarantee, warranty and/or condition imposed or implied by law, custom, statute or otherwise and/or resulting liabilities, including fitness for purpose or liability for latent defects. Only those remedies specifically set out in this Clause 12 are available to the Buyer in respect of any defective or non-conforming Equipment or Services. The Supplier shall not be liable under the Contract or otherwise, for any economic, indirect or consequential losses or costs, including, but not limited to loss of revenue, loss of profit and loss of use. Further the Supplier shall not be liable for expenses arising in connection with cranage, electricity, scaffolding, assistance of any kind, docking, diving, towage, demounting, mounting, calibration, aligning, performance of sea trials or other tests and inspections or loss of intended sale of the Equipment or the Vessel.

13. LIMITATIONS AND EXCLUSIONS OF LIABILITY

13.1 All cases of breach of the Contract and the relevant consequences as well as all rights and remedies available to the Buyer are exhaustively defined and covered by the express terms of the Contract.

13.2 Except where expressly provided otherwise in the Contract, the Supplier shall not be liable under any circumstances, and irrespective of the cause of action, for indirect or consequential losses, such as – but not limited to – commercial or economic losses, loss of production, loss of use, loss of revenue, loss of profit, delay and business interruption and other similar causes or losses, whether direct or indirect. Further, the Supplier is not liable for loss of time, loss of employment or opportunity to utilize the Equipment or Services supplied, costs of substituted equipment, towage charges, pollution clean-up costs, docking or diving costs, damage to the vessel, Buyers property or other assets, demounting or mounting costs or/and costs of sea trials or other tests and inspections.

13.3 The limitations of liability contained in this Clause 13 do not apply where such losses are caused by a breach of duty on the part of the statutory representatives or directors of the Supplier constituting unlawful intent, willful misconduct or gross negligence.

13.4 Insofar as either Party has been held liable in respect of losses or liability excluded or limited by this Clause 13 by the other Party, their insurers or third parties, this other Party will indemnify the Party held liable to the extent of any such liability, including interest and costs.

13.5 In any event, and whatever the cause of action, Supplier´s maximum total liability to the Buyer pursuant to and in connection with the Contract – including the obligation to pay penalties, liquidated damages and regardless of cause, degree of fault, negligence, breach of contract or otherwise – is limited to the same liability as stated at the time of the event in Orgalime S2012, R02 or SI14 most suited for the type of services or supplies it concerns and which relates exclusively to the individual Vessel in respect of which the cause of Supplier´s liability has arisen.

13.6 All technical information and/or advice provided by the Supplier, its personnel or subcontractors i) which is outside the scope of supplies as set out in the Contract, or ii) prior to the Contract and not by reference expressly included in the Contract, is intended for informal and confidential information purposes only, and the Supplier assumes no liability for the consequences of the Buyer´s actions, omissions or decisions made or based on such information or advice or for any losses so caused.

13.7 The Supplier is not liable for any acts, omission or work carried out, or assistance provided by the Buyer or by any third party, even though carried out with actual or attributable assistance or knowledge of the Supplier.

13.8 The Buyer shall be liable for damage and any direct or indirect losses caused by any modifications to the Equipment or, any part thereof not authorized in writing by the Supplier, or caused by the condition of the Vessel, or of any equipment, gear or tool furnished by the Buyer and used by the Supplier´s personnel.

13.9 The Buyer shall indemnify the Supplier for any third-party claims relating to Equipment or Services under this Contract or to a failure by the Buyer to perform its obligations under this Contract or under any agreement with third parties or any other causes of action arising in tort/delict, product liability or otherwise. The Supplier shall give the Buyer written notice of any relevant claim received by the Supplier as well as give all necessary assistance at the Buyer´s expense.

13.10 The Supplier is not liable for any loss or damage to the Equipment, the Vessel, or other property of the Buyer or any other third

party related to incompatibility or inability of the Equipment to operate or communicate or control or to be controlled by any other equipment or parts of the Vessel not forming part of the supplies made under this Contract.

14. IMPORT AND EXPORT RESTRICTIONS

14.1 The Equipment shall be delivered subject to all applicable export controls or restrictions imposed on technology and products by any country or organisation or nation, including the United Nations, European Union and United States, which are enforceable in the jurisdiction of the Supplier or in Japan. The Buyer acknowledges that the Equipment and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls or restrictions.

14.2On the Supplier´s request the Buyer will furnish the Supplier with all relevant certificates relating to export control laws, regulations and restrictions, such as, but not limited to, end-user certificates, in form and content specified by the Supplier.

15. ENVIRONMENTAL, HEALTH AND SAFETY RESPONSIBILITIES

15.1 The Buyer is responsible for all costs and expenses related to the management, handling, clean-up, removal and/or disposal of all waste material or hazardous substances as defined by any legislation or international convention relevant or applicable to the Vessel or the Equipment or Services supplied.

15.2 The Buyer indemnifies the Supplier in respect of and against any claims, fines, penalties and all related expenses arising in connection with such waste material or hazardous substances escaping to or from the Vessel, the Equipment or Spare Parts.

15.3 With respect to any environmental requirements and regulations the Supplier´s sole responsibility is to ensure that the Services, Equipment and Spare Parts meet the requirements set out in the Technical Specifications during the test(s) at the Supplier or its subcontractor's factory. Any additional safety and/or environmental devices required for the use and/or operation of the Equipment or Spare Parts must be compatible with the Equipment and Spare Parts and shall be provided by and at the exclusive responsibility of the Buyer.

15.4 The Buyer is responsible for ensuring that any persons using the Vessel, the Equipment and Spare Parts are aware of all the necessary safety instructions and that these are followed at all times.

15.5 The Buyer warrants that the Supplier, its personnel and subcontractors will have full and safe access to the site, Vessel or premises in respect of which or where Equipment or Services are supplied and that no Supplier´s personnel or any equipment of the Supplier or its subcontractors are subjected to any risks to life, health or risk of loss or damage to property. The Buyer indemnifies the Supplier in respect of any liabilities and/or losses incurred in connection with any person, for or to whom the Supplier is responsible in any way whatsoever, suffering death or injury or loss of or damage to their equipment or other property as a result of the Buyer´s breach of this warranty.

16. FORCE MAJEURE

16.1 Neither Party shall be considered to be in default or otherwise liable for any delay or default in the performance of the Contract, where this is caused by an event or circumstances constituting Force Majeure. Force Majeure means any unforeseeable events or circumstances which are beyond the reasonable control of the Party affected, and includes, without limitation, the following: wars whether declared or not, any events involving ammunitions of war, civil wars and riots, hostilities, public disorder, acts of terrorism and threat of terrorism, any measures taken by public authorities in connection with the threat of terrorism, strikes, lockouts or other industrial disputes, epidemics, fires, explosions, acts of God, embargos, any lawful or unlawful restrictions and actions of any public authority or government, abnormally adverse weather conditions, lightning strikes, flooding, natural disasters, pandemics, destruction of machines, equipment or factories, or failure of a subcontractor due to reasons stated above to supply materials, goods or services in time or at all and shortage of transport.

16.2 Once a Party is aware that its performance under the Contract is affected by Force Majeure, the affected Party shall, without undue delay, give written notice to the other Party briefly setting out relevant details of the delay.

16.3 In the event that such Force Majeure event continues uninterrupted for twelve (12) months after receipt of any notice in accordance with Clause16.2 above, either Party may terminate the Contract by giving one month written notice.

16.4 Any termination as a result of Force Majeure shall not affect obligations and respective consideration due which have already been performed or provided at the time when the termination notice is given, nor does it affect the Supplier´s right to receive payment of any amounts due under the Contract or in respect of obligations already performed.

17. TERMINATION

17.1 The Buyer may terminate the Contract by giving seven (7) days termination notice in writing to the Supplier if the Supplier is declared insolvent by way of final court order, and the Supplier or any administrator fails to provide, within one (1) month of the Buyer´s written request to do so, adequate security for the performance of its obligations under the Contract.

17.2 In case of a termination of the Contract by the Buyer in accordance with Clause 17.1 the Supplier is entitled to receive payment of the proportional Contract Price in respect of Equipment delivered and supplies already made under the Contract. The Buyer´s right to damages resulting from any termination in accordance with Clause 17.1 shall always be subject to the limitations of liability as set out in Clause 13 and shall under no circumstances exceed fifteen percent (15 %) of the Contract Price.

17.3 The Supplier may terminate the Contract with immediate effect by giving notice in writing to the Buyer in any of the following cases:

a) The Buyer fails to provide or extend the validity of security in accordance with the Contract and such failure is not remedied within fourteen (14) days after the Supplier has given notice in writing.

b) The Buyer fails to pay any amounts due to the Supplier pursuant to the Contract and such failure is not rectified within fourteen (14) days after the Supplier has submitted a written notice.

c) The Buyer has failed to perform a material obligation under the Contract and such material breach of contract has not been rectified within one (1) month after the Supplier has given notice in writing.

d) Any application to commence insolvency or winding up proceedings against the Buyer or its assets is filed.

e) The Buyer has failed to accept the Delivery of the Equipment within the final reasonable time period given by the Supplier in accordance with Clause 6.3 above.

17.4 On termination by the Supplier pursuant to Clause 17.3, the Supplier is entitled to payment and compensation in respect of all losses, costs, expenses and liabilities arising as a result of or in connection with the event giving rise to the termination, including, but not limited to, payment for Equipment and Services supplied and any losses or liabilities resulting from early termination of subcontracts and payments made to its subcontractors and suppliers, and is additionally entitled to payment of a termination fee of eight percent (8%) of the Contract Price. Supplier shall not be obliged to return any payments made by the Buyer.

18. SUSPENSION OF PERFORMANCE

Without prejudice to any other rights or remedies available, the Supplier has the right to suspend performance of its obligations under the Contract in case of any default by the Buyer in payment of any amounts due, including a delay in providing payment security, or other breach of the Contract, or if any information, or documentation requested by the Supplier which relates in any way to the performance of the Contract has not been provided by the Buyer or any third party as agreed or at all. The Supplier has an equal right for suspension if it is reasonably clear from the circumstances that the Buyer will not be able to perform its obligations. In case of such suspension the Supplier shall forthwith notify the Buyer thereof and any time limits or dates for performance in the Contract shall, at the discretion of the Supplier, be extended by a period equal to or longer than the period of default.

19. INVALIDITY OF INDIVIDUAL PROVISIONS

The terms of the Contract are severable. If any provision contained in the Contract is held to be illegal, invalid, void or unenforceable, in whole or in part, the validity of the remaining provisions contained in the Contract shall not be affected thereby. The Parties shall replace or

amend any invalid provision or part thereof with a legally acceptable alternative that meets or most closely meets the original intention of the Parties.

20. MISCELLANEOUS PROVISIONS

20.1 The provisions of the Contract are intended for the sole benefit of the Supplier and the Buyer and there are no third-party beneficiaries.

20.2 Each Party shall obtain comprehensive insurance covering its personnel, assets and liabilities.

20.3 The waiver of any breach or failure to enforce any of the terms, covenants or conditions of the Contract shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

20.4 Any modifications, documentation or approvals relating to Equipment or Services supplied under the Contract which are required by changes in law, international regulations, flag state, or class rules after the date of the Supplier´s offer shall be the responsibility of and arranged and paid for exclusively by the Buyer.

21. CONFIDENTIALITY AND PUBLICITY

21.1 The Contract or documentation supplied in its context may contain confidential and commercially sensitive information. No Party, nor their agents or subcontractors may allow any document or information relating to the subject matter, the technical specifications, description of the scope of supplies, negotiations leading to and the conclusion of the Contract, or any other information that may be commercially sensitive, including information that could affect stock market notations, to be disseminated or otherwise published or used, except as provided below, without the express prior consent in writing from the other Party.

21.2 Buyer consents to the collection and use of information and data relating to the technical operating parameters of any Equipment delivered, including without limitation, all information that Supplier shall gather from sensors, instruments, monitors, or other industrial control. Supplier may collect and use Equipment Data for purposes including, but not limited to, developing its products, solutions and services. Supplier shall own all works, products, reports and improvements it may develop based upon or derived from Equipment Data.

21.3 Any press or public statements other than referred to above, are either issued jointly or, if issued by only one Party, are to be approved in writing by the other Party before being published.

22. CYBER SECURITY

Supplier shall deliver the Equipment together with its logic-bearing system components (e.g., hardware, firmware, and software, hereafter "Digital items") free of any software virus and malware detectable by current standard industry best practices. Unless otherwise agreed, upon delivery of Equipment, the Buyer shall be solely responsible for any system integrations of the Digital items with other information systems and/or system security engineering. It is Buyer´s sole responsibility to protect Digital items against cyber security threats.

23. ENTIRE AGREEMENT AND AMENDMENTS

23.1 This is the entire agreement between the Parties. There are no other or prior oral and written agreements, obligations, representations and warranties and correspondence with respect to the subject matter of the Contract upon which the parties have relied except those contained in the Contract.

23.2 The Contract may be amended or varied only if such amendment or variation has expressly been agreed in writing by the authorized representatives of the Parties.

24. TIME BAR

24.1 Subject to Clause 24.2 below, any claims against the Supplier under or in connection with the Contract, will be deemed to be waived and absolutely time barred upon the expiry of twelve (12) months from the date of Delivery.

24.2 Any claims against the Supplier arising out of or in connection with the warranty set out in Clause 12, will be deemed to be waived and absolutely time barred one (1) month after the expiry of the Warranty Period in accordance with Clause 12 for the Equipment or any part thereof, the Spare Parts or the Services.

25. RETURN POLICY & TERMS FOR MITSUBISHI SPARE PART ORDERS

25.1 This clause stipulates the standard terms as to how the Power House return policy for spare part orders shall be agreed.

25.2 The Buyer shall on his own account and risk, within 30 days of first receipt of the delivery, dispatch spare parts for reimbursement back to Power House by the same means of transport as it was originally delivered. Within 4 days from return dispatch, the Buyer are to inform Power House that a consignment is underway, the content of it, inclusive of part numbers and amount, trace number from the forwarder, the original order or invoice number and estimated time of arrival with Power House.

25.3 Upon receipt of the return consignment, Power House will inspect and document the consignment as to both packaging shape and the shape of the content. Reimbursement is solely limited to clean, unused and fully intact spare parts, inclusive of their packaging. Any deterioration to this will cause a rejection of the reimbursement on this specific part.

25.4 After inspection Power House will inform the Buyer of the outcome and subject to that the Buyer have no overdue debts with Power House a credit note will be issued. The credit note can be requested for cash settlement at the earliest after the same period of time as have passed since the original delivery left Power House but can be immediately used for clearance of undue mutual accounts.

25.5 Exceptions to what is generally accepted in the policy for returns are all consumables, electric and electronic components, crankshafts, crankcases, short blocks, long blocks, camshafts, fly wheels, heat exchangers, inter- & after coolers and all non- original Volvo Penta, Hyundai, AGCO, MTU, JCB, FPT and Mitsubishi parts or non-original Power House exchange and reconditioned spare parts.

26. APPLICABLE LAW, ARBITRATION AND JURISDICTION

26.1 The Contract shall be construed in accordance with, governed by, and interpreted under the law in force at the registered office of the Supplier.

26.2 All disputes arising out of or in connection with the Contract shall be settled through friendly consultations between the Parties. In case no agreement can be reached through consultations, the dispute shall be submitted exclusively to arbitration for final settlement in accordance with the Rules of Arbitration of the International Chamber of Commerce with three arbitrators appointed in accordance with the said rules. The arbitration proceedings shall be conducted in English. The place of arbitration shall be Stockholm, Sweden.

26.3 Nothing contained in this Clause 26 precludes the Supplier from bringing any legal suit, action or proceedings against the Buyer in the courts of any jurisdiction where the Buyer or any of its property or assets may be found or located, and the Buyer hereby irrevocably submits to the jurisdiction of any such court.

POWER HOUSE