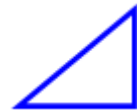


**AMEC-EUROPE's GENERAL CONDITIONS OF SALE OF GOODS AND/OR SERVICES TERMS AND CONDITIONS
(Revised 03. January 2020)**



Sales transactions are subject to the conditions of the contract with the CUSTOMER. Alternatively, or if there is no contract that covers these transactions, the following CONDITIONS shall apply:

General Terms and Conditions of Sales

1. SCOPE AND GENERAL PROVISIONS

1.1. No order is binding on AMEC-EUROPE LTD. (hereinafter the "Seller" or "Supplier") unless accepted by Seller in writing. Seller's acceptance of Buyer's purchase order is expressly conditioned to Buyer's consent to the terms stated in this document. These general terms and conditions shall supersede any pre-printed general terms and conditions appearing on Buyer's documents.

1.2. The terms in this document and the purchase order will constitute the entire agreement between the parties with respect to the goods being sold and shall supersede all prior proposals, negotiations, communications, oral or written, between the parties regarding the same. Seller's agents shall have no authority to bind Seller unless thus stated in writing. Any addition to or variation from the terms hereof (whether set forth in Buyer's purchase order or in other documents including shipping documents) is hereby expressly rejected and shall not be binding upon Seller unless expressly acknowledged in writing by Seller. This rejection shall apply where the Buyer has stipulated that rejection must be specifically mentioned.

1.3. On the contrary, the absence of an express rejection on writing by the Buyer of any or all of these general terms and conditions of sale before issuing the purchase order, will imply, even if Buyer's general conditions and terms agrees otherwise, the express and unconditional acceptance of the whole or the part not expressly rejected of these terms and general conditions of sale. Rejection of one or more of these conditions shall not affect the validity of the rest.

1.4. The Seller reserves its right to update the contents of these general conditions, always subject to previous notice and acceptance by the Buyer, within seven days before its entry into force.

In case certain provisions of these standard terms and conditions are regarded as void or voidable, the validity of the remaining provisions of these standard terms and conditions of sale shall not be affected. Buyer and Seller will accordingly replace the invalid provisions by such valid provisions legally permitted and corresponding as close as possible to the legal sense and purpose of the invalid provisions.

2. Sale Orders

2.1. Offers from AMEC-EUROPE LTD. are valid only for a specific period of time and can be subject to further alterations.

2.2. The final purchase order must mention the offer submitted by AMEC-EUROPE LTD. and accepted by the Buyer. The aforesaid final purchase order must be sent to Sales Department of AMEC-EUROPE LTD. who will accept it, communicate any discrepancies or refuse the whole order or a part of it. The contract will enter into force once AMEC-EUROPE LTD. has issued an order confirmation of sale with the specific conditions of sale agreed with the Buyer by any means (e-mail, postal mail or fax). If delivery has to take place without prior written order confirmation, the sales contract shall come into effect upon the delivery.

2.3. Confirmed orders can not be put on hold or cancelled without Seller's written confirmation. The part of the price for the confirmed order paid in advance by the Buyer, in case of cancellation due to reasons beyond control of the Seller, shall not be reimbursed.

2.4. Seller's failure to exercise any right shall not be deemed to be a waiver of such right.

2.5. In case of material changes in the financial condition of the Buyer compared to the conditions at the moment of dispatch of the order confirmation, Seller reserves its right to claim a security from Buyer. If Buyer does not guarantee payment, Seller shall be entitled to withdraw from the contract and refuse to deliver without any kind of compensation.

2.6. If changes are required by the Buyer after Seller having sent the order confirmation, those changes are subject to acceptance by the Seller and any potential additional costs will be invoiced to the Buyer.

Undertaking changes significantly, for example, due to a merger, acquisition or division of the Seller shall not be deemed a breach of the contract and neither party shall be entitled to terminate the contract. The assignee shall be subrogated in all rights and obligations undertaken by the Seller in the contract.

3. Temporary Storage

In case of Buyer's request for temporary storage of the goods at Seller's plant/warehouses, the storage shall not exceed 90 (ninety) days at no cost for Buyer. Buyer shall reimburse Seller for all the previously agreed storage costs and expenses that exceed this period. Notwithstanding set forth above, the risks in the goods shall be transferred to Buyer upon delivery to the storage location even if said storage location is the plant/warehouse of the Seller, and in any case Seller shall not be liable to Buyer for any damages, costs and expenses, of whatsoever kind and nature, however arising from or related to the surface deterioration of the goods due to weather conditions. Once expired the period of 90 days for storage, Seller shall issue a formal notice to Buyer to collect the goods of the contract within 15 days, and after expiry of said date, in case the goods have not been collected by the Buyer, consider the goods of the contract abandoned and proceed according to set forth in clause 7.2.

4. Limited Liability and Damages

The total liability of the Seller for all claims of any kind arising from or related to the performance or breach of the contract with the Buyer, shall not exceed the (i) contract price, or (ii) if Buyer places multiple order(s), the price of each particular order for all claims arising from or related to that order. The Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages. The Seller shall not be liable for advice or assistance that is not required for the work scope under the contract. If the Buyer is supplying the goods to a third party, or using the goods at a facility owned by a third party, the Buyer shall either (i) indemnify and defend the Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this article, or (ii) require that the third party agree, for the benefit of and enforceable by the Seller, to be bound by all the limitations included in this article. The limitations in this article shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

5. Transfer of Risks

5.1. Unless specified otherwise in writing, the risks shall be transferred to the Buyer once the goods are ready to be taken by the Buyer from the Seller's plant before loading.

5.2. Should customer fail to collect the goods, Seller may store them at Buyer's risk and expense and, following a notification of their availability, invoice them as having been delivered.

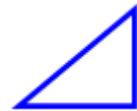
Delays in inspection of materials, according to provisions set forth in these general conditions of sale, shall not allow Buyer to delay reception of the goods and consequently delay the transfer of risk. In any case, and without prejudice to any disagreement about quantity or quality of the goods, or any other that could arise between Seller and Buyer, the goods shall be always considered received and risk transferred to Buyer from the moment goods are stored in Seller's factory, ready to be taken by the Buyer from the Seller's plant before loading.

6. Seller's Right to Assign within AMEC-EUROPE LTD.

Seller shall be entitled to assign or in any way transfer the Purchase Order to any AMEC-EUROPE LTD. Group Company at any time. Seller and its assignee shall be jointly liable for Buyer's contractual claims, in particular Buyer's claims for consideration.

7. Delivery Dates

7.1. The statements regarding delivery times are made according to best discretion without being binding, and shipping dates and schedules are quoted based on actual and timely receipt of raw materials in conformity with the specifications.



7.2. Should the Buyer refuse to collect the goods of the order or part of the goods, Seller shall be entitled to issue an invoice for the goods supplied and store the goods. After submitting a formal notice to the Buyer to collect the goods once the 90-days free-of-charge storage period has expired, Buyer shall collect the goods within 15 days from the issue of the formal notice, and reimburse Seller for all the expenses and consequences of any kind incurred by Seller for storage of the goods. Once said period of time of 15 days after formal notice has expired, goods shall be considered abandoned, and Seller shall be entitled either to deliver, destroy, or resell them at Buyer's expenses. Buyer waives all kind of action against Seller in that case, and shall procure a waiver from the insurance, and any other entity, customer, subsidiary or person affected. All storage costs, fines by authorities, tariffs, custom duties and any other expenses generated as a consequence of the Buyer's refusal to collect the goods at due time, shall be borne by Buyer, who shall indemnify and hold harmless the Seller from any damage or loss of any kind or nature.

7.3. Seller is entitled not to supply the whole quantity that customer has ordered in one delivery but can make partial shipments. Each shipment is to be considered as a separate and independent transaction and may be invoiced separately.

Delays in inspections of materials by Buyer or third parties will not allow customer any further delay to collect the goods, acceptance of the consignment or payment of deliveries.

8. Prices and Payment

8.1. Goods are invoiced according to the prices stated in the confirmation of the purchase order, which must mention the purchase order submitted by the Buyer and accepted by both parties.

8.2. Unless otherwise agreed, Prices are free carrier, ex works. Prices do not include any goods sale tax and/or value added taxes, customs duties or charges from insurance, tariffs associated with each order, transportation, shipping, storage, handling, or similar.

8.3. Payment will be in the currency of the offer and shall be made either prior to the collection or delivery of goods, or no later than invoice against delivery, according to the specific terms stated in confirmation order issued by Seller.

8.4. Regardless of the place of delivery of the goods or documents, the place of payment will always be Seller's place of business.

8.5. Prices are limited to the purchase order to which they refer and are not binding for future or simultaneous orders.

8.6. If the means of payment agreed are by bills of exchange, promissory notes or cheques, they will not count in any case as payment until they are cashed.

8.7. Buyer will not have the right of retention of payments. An off-set of counterclaims is only permitted insofar as these counterclaims are acknowledged by the Seller as existing and due or have been finally determined as legally binding.

The formal declaration of bankruptcy of the Buyer or any other situation of insolvency (whether legally declared or not) that may suppose a notorious change in its financial position affecting its credit worthiness, will entitle Seller to claim for immediate payment, without having to be subject to the dates agreed, of all goods delivered and not yet paid by customer.

9. Delays in Payment

9.1. Failure to pay an invoice by the due date constitutes a fundamental breach of contractual obligations by the Buyer.

9.2. Unless expressly agreed otherwise, and according to set forth in 8.1, payment of the order is to be settled against delivery of goods. Any other kind of payment (e.g. payment by instalments) will require agreement in writing by both parties, in order to avoid considering it as a delay, and will be ruled by the aforesaid agreement.

9.3. In the event of default in payment of one invoice on due date, Seller will be entitled to receive a fixed compensation amounting to 10% of the invoice amount accounting as a damage provision, without prejudice of the right to claim, if existing, for more damages.

9.4. Once the Buyer has been formally requested for payment, if the debt has not been settled within eight days after receiving the formal request, the Seller shall be entitled either to bring legal action against Buyer claiming for performance of the contract agreed and for the immediate payment with the compensation amount set forth in 9.3, or withdraw from the contract on the basis of Buyer's breach of contract due to delay in payment, and claim in this case for return of goods according to set forth in 10.8 of these general conditions of sale.

9.5. In cases of payment agreed by instalments, default in payment of one instalment on the due date contractually agreed, will entitle Seller to consider the contract voided by Buyer, withdraw from it and claim anticipate payment of the whole debt.

9.6. In the event of open accounts with the Buyer, failure in payment on due date of a single invoice, once Buyer has been formally requested for payment and period stated on 9.4 has expired, Seller will be entitled to cancel it, withdraw from all the existing contracts between both parties, and claim for the anticipate payment of all the invoices related to goods not yet delivered but corresponding to orders already confirmed by the customer.

9.7. Once a payment by instalments has been agreed between both parties, Buyer cannot fail to comply with first payment and shall not be entitled to cancel the order based on not fulfilling said first payment. Notwithstanding set forth before, if Buyer decides to cancel the order after several partial deliveries, any amount received by Seller related to goods already delivered shall remain Seller's property and shall not be subject to any claim for its return, being Seller entitled also to claim for damages and losses for said partial cancellation of the order.

10. Retention of Title

10.1. Supplied goods shall remain Seller's property until fulfilment by customer of its payment obligations as described above. Should it be necessary to record the retention of title in a public register or should the validity of the retention of title otherwise require the cooperation of the Buyer, Buyer will give its approval for the registration of the retention of title, and unconditionally authorizes AMEC-EUROPE LTD. or its legal representative to affect the registration, or the Buyer agrees to undertake the necessary cooperative action. The cost of any such registration or cooperative action shall be borne by the Buyer.

10.2. With regard to a running account of the Buyer, the property to which the Seller has reserved title shall be the security for the outstanding debt.

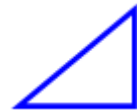
10.3. Buyer is not entitled to pledge or transfer as security any goods being subject to retention of title. Buyer shall immediately inform Seller about attachments or seizures or any other disposals by third parties.

10.4. Buyer is obliged to communicate to Seller all the eventualities that may affect the goods while still property of the Seller. Buyer is also obliged to designate the Seller as beneficiary of all the insurance policies covering the goods subject to retention of title.

10.5. The Buyer herewith already assigns its claims and other rights based on such sale and agreement on retention of title to the Seller. At Seller's request, the Buyer is obliged to disclose the assignment to its own customers and to provide the Seller with the appropriate information and necessary documents for the enforcement of its rights against such Buyer's customers. At the request of the Seller the Buyer must notify this assignment to its own customers. The total amount of the claims and other rights of the Buyer assigned to Seller and cashed will be applied to the settlement of Buyer's debt as follows: Firstly, to the default interests agreed; secondly to the payment of the penalty clauses agreed, and the rest to the payment of the outstanding amount of the invoices. Partial payments will not imply an obstacle to an eventual claim of the Seller based on the retention of title agreed hereof.

10.6. Should Buyer avoid fulfilment of payment according to the conditions set forth in these general conditions of sale, especially as stipulated on 9.4, Seller shall be entitled to withdraw from contract and claim for the return of the goods subject to this retention of title clause, whether they are processed or not. In case Seller recovers goods after being processed, and once they have been sold to a third party, Buyer shall reimburse Seller the difference between price of sale of goods before and after being processed.

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10.7. Buyer shall not be allowed to avoid return of the goods supplied after being requested to do so by the Seller for the first time, in accordance with retention of title agreed hereof.

In the case of the retention of the title being considered as invalid in the country to which the goods have been forwarded, such security for the purchase price claim of the Seller shall be deemed to have been agreed upon, which can be validly stipulated in the respective country and which corresponds as close as possible to the retention of title from the economical point of view. Buyer shall be committed to take and perform all steps and measures insofar as actually or legally necessary.

11. Guarantees and Warranties

11.1. Seller warrants that goods it manufactures pursuant to specifications provided by Buyer shall be manufactured in accordance with such specifications, and such goods manufactured by Seller shall be free from defects in Seller supplied material and workmanship under normal use and conditions for a period of 12 months from the date of delivery FOB Seller's factory. Seller does not warrant performance of goods manufactured pursuant to specifications furnished by Buyer and such goods are sold to Buyer on the express understanding that Seller does not warrant that such goods are fit for Buyer's purposes.

11.2. Seller warrants that goods of its own design and fabrication will perform in accordance with the performance specifications contained in Seller's quotation while the goods are in a clean condition and properly operated within the stated and customary design limits of such goods.

11.3. Seller's obligation to remedy defective materials or workmanship is limited to Seller's option to either repair or replace the defective goods or refund or credit the purchase price as to the goods affected. No allowance shall be granted for repairs or alterations made by Buyer without Seller's prior written consent. No "in and out" charges shall be allowed regarding the expense of removing and replacing the defective goods.

11.4. Seller's warranties do not apply to goods requiring replacement because of normal wear and tear, corrosion or erosion.

11.5. These warranties shall be voided as to any part of the goods that have been subject to abuse, misuse, improper installation (to the extent not installed by Seller), operation or maintenance, accident, negligence, use other than as designed or intended, or modification not specifically authorized by Seller.

11.6. Unless otherwise agreed in writing by Buyer and Seller, Seller makes no warranty or representation that the goods will conform to any federal, state or local laws, regulations, codes or standards.

11.7. The warranties set forth above do not apply to products, components, accessories, parts or attachments manufactured by other manufacturers; such being subject to the manufacturer's warranty, if any. To the extent not prohibited by the manufacturer's warranty, Seller shall transfer to Buyer such manufacturer's warranty.

11.8. Seller's warranties do not extend to Buyer specifications relating to the goods or any goods furnished from Buyer's designated suppliers.

11.9. Seller's maximum liability to Buyer, whatever the cause, is specifically limited to the purchase price of the goods affected.

11.10. These warranties are in lieu of all other warranties, express or implied, arising by law or otherwise, including without limitation the implied warranties of merchantability and fitness for a particular purpose, which are hereby expressly disclaimed and waived. These warranties constitute Seller's sole and exclusive warranty for defective goods and for patent infringement and constitute Buyer's sole and exclusive remedy for defective goods and for patent infringement.

11.11. All deliveries are subject to the normally accepted tolerances as to dimensions and weight.

11.12. Upon delivery, customer shall carry out an inspection of the goods to verify weight, length, width, and all the basic characteristics of the products according to order confirmation, and any apparent damage to the goods, or defects based on quality, quantity, or any other disagreement that could be noticed through a reasonable check shall then be noted and stated expressly by the customer in the documents of reception of goods.

11.13. Only complaints received by a certified letter with acknowledgement of receipt, or fax, with complete fulfillment of the conditions stated above, and within the dates stated below, will be admitted. The preclusive dates for complaints are as follows:

- For all complaints related to disagreements between the delivery and the order about quality and quantity of the goods supplied, five working days from the receipt of the goods in the place agreed or in absence of agreement at Seller's place. No claims shall be accepted by Seller in respect of any defect, deficiency and failure of goods to meet the specific terms of the order after that date which a reasonable inspection should have revealed but for which such inspection was not made.

- Maximum of 12 months from delivery when related to complaints that cannot be identified by reasonable checks upon receipt and which shall be subject to the guarantee and warranties set forth in this clause.

12. Force Majeure

Any failure of performance by either Seller or Buyer shall not constitute default hereunder or give rise to any claim for damages or otherwise if, and to the extent caused by, an act, event or occurrence beyond the reasonable control of, and not resulting from the fault of the party claiming the protection of this section (an event of "Force Majeure") including, but not limited to: unusually severe weather conditions, fires, flood, earthquakes, quarantine, blockade, labor disputes, strikes, acts of government, war, sabotage, explosions, epidemics, pandemics, lightning, injunctions, insurrection, civil strife, or any other similar events. Upon the occurrence of any event of Force Majeure, the affected party shall (a) within four (4) business days advise the other party of such event and (b) diligently pursue all reasonable efforts to minimize the effect of any such event of Force Majeure on the production of the goods or the payment of the goods, as the case may be, and to restore such party's ability to perform hereunder. To the extent that any event of Force Majeure actually delays Seller's ability to perform hereunder, Seller shall be entitled to an equitable adjustment to the schedule and the price.

13. Testing

Any testing of the goods by Buyer shall be at Buyer's expense and shall be made when goods are new, clean and undamaged, before being placed in service by Buyer and shall be made within three months of the date of delivery. A report of any said test detailing the test procedure and disclosing all results shall be furnished to Seller's at Buyer's expense. All workmanship material and goods requirements shall be deemed to have been met in the absence of a contrary report within three months of delivery.

14. Engineering Aids

The rating instructions and theoretical surface tables in Seller's engineering manual are intended to be used as aids in rating heat exchange equipment and cannot be considered as a substitute for tests by the Buyer of the effects of finning on Buyer's particular heat exchanger designer. Seller does not accept responsibility for the performance of the goods.

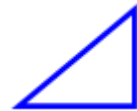
15. Buyer-Supplied Tubes or Pipes

15.1. Seller's quotation is based on receiving Buyer's pipes or tubes in the required lengths with surfaces readily cleanable by our standard belt-sanding methods. In case Buyer's pipes or tubes arrive in any other condition requiring extra preparation, Seller will inform Buyer of any estimated additional charges before finning.

If alloy pipes or tubes are received with intermediate welding that have been stress-relieved, it will be necessary to perform an extra grinding operation to remove the scale formed by the heat-treating process. Seller will request Buyer's approval of the additional charge for this operation before performing the work.

16. Proprietary Information

All drawings, data, inventories, procedures, quotations, and other technical information, if any, supplied by Seller shall remain the property of the Seller and shall be held in confidence by Buyer. Buyer shall not reproduce, use or disclose such information to others without Seller's written consent.



17. Environmental Management of Container Waste and Hazardous Waste

Final owner shall be responsible for environmental management according to DIRECTIVE (EU) 2018/852 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 30 May 2018 amending Directive 94/62/EC on Packaging and Packaging Waste. Final owner shall be responsible for environmental management according to Council Directive of 12 December 1991 on Hazardous Waste.

18. Confidential Policy

Seller will keep a record of all the personal data supplied by all customers by any means of communication, as all the data of customers obtained through legal data bases. Seller will undertake all possible actions to ensure the confidential treatment of the aforesaid personal information recorded and avoid its variation, loss, disclosure, or unauthorized access according to law. Buyer is entitled to have access, modify, or cancel all the personal information supplied to Seller by means of a written enquiry submitted to AMEC-EUROPE LTD. Kemp House – 152 City Road – London - EC1V 2NX – United Kingdom. Information supplied could be used to communicate via e-mail new offers, incidences, or proposals of commercial contacts. Once customer gives e-mail address to Seller for the first time, they are entitled to declare their refusal to continue receiving this kind of information. Seller will include in e-mail messages instructions of how to unsubscribe, if customer decides afterwards not to receive any more e-mails or commercial contacts. Buyer expressly authorizes the assignment of the personal information supplied to branch companies for the fulfilment of the aims directly related to the functions to which were requested. Customer gives its acceptance also to assign all personal data to insurance companies contracted by the Seller to cover default in payment risks, and to attach with the record financial information about debtor and files obtained through legal companies to ensure to the Buyer by AMEC-EUROPE LTD. a suitable management of the credit granted.

19. Termination, Cancellation and Suspension of the Contract

19.1. Seller shall be entitled to terminate the contract if (i) Buyer is in breach of the contract, or (ii) Buyer has ceased to carry out business or is in bankruptcy. In that event, Buyer shall pay the Seller for all the material already manufactured according to the order and compensate Seller for all damages, costs and expenses incurred. Such compensation shall include all the custom duties, taxes, fines and penalties that could be claimed or levied to Seller for the default in exporting the material according to the order by any authority or Court, and/or any other direct or indirect damage, of whatsoever nature including loss of profit, caused to the Seller in order to hold Seller completely harmless.

19.2. If Buyer decides to cancel the whole, or a part, of the order before completion, or to suspend the performance of the contract regardless of the grounds for such termination, Seller shall be entitled, in any case to claim for payment of all the material already manufactured, and to be compensated for all damages, costs and expenses incurred. Such compensation shall include all the custom duties, taxes, fines and penalties that could be claimed or levied to Seller for the default in exporting the material according to the order by any authority or Court, and/or any other direct or indirect damage of whatsoever nature, including loss of profit, caused to the Seller/Supplier, in order to hold Seller completely harmless.

Seller has in any case the right to terminate the contract, if the whole, or a part, of the order has been suspended for more than three (3) months, being entitled, in that case, to claim for all the material already manufactured and all damages, costs and expenses, including those set forth in clauses 19.1 and 19.2, in order to hold Seller completely harmless.

20. Place of Jurisdiction - Applicable Law and Languages

20.1. All disputes, controversies, or claims arising out or in connection with the contract, including any questions as to the existence, validity, termination, discharge, breach, or enforceability of the contract and of this paragraph, shall be finally settled by three arbitrators in accordance with the arbitration rules of the International Chamber of Commerce in force at the date hereof. The arbitration shall be held in Zurich (Switzerland) and shall be carried out in English or German language. No other clause in the general conditions of the Buyer can prevail in any case over this agreement. The absence of rejection to the clauses of place of

jurisdiction set in Buyer's general condition shall never suppose its acceptance by the Seller.

20.2. All legal relations between Seller and Buyer not explicitly regulated in this contract shall be subject, in addition to these terms and conditions, exclusively to United Kingdom law as the law of the Seller's place of business.

20.3. If these general conditions of sale are made known to Buyer in another language, in addition to the language in which the sales contract has been concluded, this is merely done for Buyer's convenience. In case of different interpretation, the version of the contract language shall be binding.

20.4. The United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 shall be excluded.