

1. PRECEDENCE

Unless otherwise specifically agreed in writing or stated in the offer of Eta-com, the following terms and conditions shall govern all offers and sales for products and/ or services (hereafter "Products" and/or "Services") by Eta-com B NV, Eta-com BV and/or Etacom Preedcrete Ltd, Etacom Middle-East (hereafter referred to as "Eta-com"). Any terms and conditions in Customer's enquiries, purchase orders, other forms, letters or elsewhere, which are either different from or in addition to Eta-com's terms and conditions are objected to and are excluded, unless Eta-com expressly agrees in writing to such terms.

2. VALIDITY PERIOD OF OFFERS - COMING INTO FORCE OF THE CONTRACT

All offers are unbinding and valid for 1 month from the date of the offer, unless indicated otherwise in the offer. Purchase Orders are subject to final approval and acceptance by Eta-com. In any case the Cu or Alu are variable based on the LME up to the fixing point as further described in these T&C's

The Contract will come into force as soon as the Purchase Order from the Customer is received and all of the following conditions have been fulfilled:

- receipt of advance payment ;
- if applicable, receipt and acceptance by Eta-com of Documentary Credit ;

The coming into force of the Contract must take place within 2 months from the date of Purchase Order.

3. CHANGE ORDERS

Changes requested by Customer to a Contract which has previously been accepted by Eta-com are subject to written acceptance by Eta-com. Change Orders shall be submitted to Eta-com in writing and shall contain an exact description of the required variation. Change orders can give rise to adjustments in price, delivery times or services completion as quoted in the original Contract. Eta-com will provide the Customer with a written quotations and expected completion dates for any requested and accepted change order.

4. PRICES

The currency of the offer will be indicated in the quotation. The prices quoted are net prices, excluding VAT and in case of local service excluding any withholding tax in the country where the services are performed. The prices are not subject to revision provided that the Order is placed during the validity period of the offer, and the Contract comes into force within 2 months from the date of Purchase Order. The prices have been based on receipt of an Order for the entire quoted Products and/or Services, hence, a partial order may result in a price adjustment by Eta-com.

The following items are unless otherwise specified in the offer not included in the price: costs for witnessed inspection, type tests or special tests, storage of the Products after delivery Ex Works, or any other cost beyond the specified delivery condition, such as supervision of erection, testing and/or commissioning on site. Any present or future custom duties, taxes, levies, port charges, entry fees or similar charges, levied outside the country of manufacture and related to the supply of the Products and/or Services are not included in the price. If applicable, Customer shall be liable for all these charges.

A price increase may be payable by the Customer if:

- the Customer makes direct or indirect changes in technical specifications that were not known to Eta-com at the time of making the initial offer,
- the Customer has not presented any drawings for approval within 2 months after issuing the Purchase Order to Eta-Com,
- the LME rate of the conductor on the date of the drawing approvals Has increased compared to the LME rate used for making the offer.

5. PAYMENT TERMS

Unless otherwise stated in the offer, the following minimum payment terms shall apply:

- for projects with a quoted value of less than EUR 100.000 (Euro one hundred thousand or USD or GBP equivalent)
 - 30% upon submittal of drawings
 - 70 % upon collection or delivery of Products/Services
- for projects with a quoted value in excess of EUR 100.000 (Euro one hundred thousand or USD or GBP equivalent) but less than EUR 500.000 (Euro five hundred thousand of GBP equivalent)
 - 10% upon placement of the purchase order by the Customer
 - 25% upon submittal of drawings
 - 25% upon notification of readiness for FAT
 - 30% upon completion of factory acceptance testing
 - 10% upon delivery of final documentation
- for projects with a value exceeding EUR 500.000 (Euro five hundred thousand or USD or GBP equivalent), payment terms are subject to specific agreement

Should any delay in payment occur, the outstanding payments shall bear interest at a monthly rate of 1%, from the contractually agreed payment date and without any notice to this effect being required from Eta-com, and this without prejudice to Eta-com's right to demand immediate and full payment, to suspend or to terminate the contract.

6. TRANSFER OF RISK AND TITLE

The transfer of risk of loss or damage shall be ruled by the agreed Incoterm®2020.

In all circumstances, the transfer of title shall only take place upon payment in full of all of the Products and/or Services by the Customer. The retention of title shall not affect the transfer of risk under the present clause.

7. DELIVERY TIMES

Delivery times are expressed in calendar months or weeks from the date when all technical details have been agreed upon, all required data, final drawings and other technical details have been confirmed to Eta-com, the agreed payment (deferred and/or partial) has been received and the necessary conditions for an assignment have been fulfilled.

Any delay in the coming into force of the Contract, delay in payments or delay occurring during the delivery period, due to the Customer (eg. variations) or other circumstances beyond control of Eta-com, shall result in a corresponding non-linear

postponement of the delivery date or extension of total delivery time, if justified by a reduced availability of production capacity at Eta-com's works, and/or price adjustment.

8. DELAY IN DELIVERY

Should Eta-com fail, due to reasons solely attributable to Eta-com, to maintain the delivery times, and provided that the Customer has paid penalties, liquidated damages or damages to his customer due to Eta-com's delay, the Customer, to the exclusion of any further rights and/or claims he might have under the Contract or the applicable law, shall be entitled to claim from Eta-com, as liquidated damages, a compensation at the rate of 0.3 % of the price of the delayed Products and/or Services per full week of delayed delivery, starting one week after the notification by the Customer. The maximum amount of liquidated damages shall not exceed 3 % (three percent) of the price of the delayed Products and/or Services, and such liquidated damages shall be paid in full and final satisfaction of all claims and liabilities for the said failure. The Customer's right to liquidated damages shall be forfeited if such request has not been submitted within three months after the due time for delivery.

If at the scheduled delivery date, the Customer is unable or unwilling to take delivery for any reason and if the Customer so requests in writing, Eta-com may accept to arrange for storage of the Products at the Customer's risk. However, the Customer shall in that event pay Eta-com for all costs incurred by such storage and shall pay for the goods at the scheduled delivery dates, as if the Products had been delivered.

9. DELIVERY CONDITIONS

Unless otherwise expressly agreed upon, the Products will be delivered Ex Works, to be interpreted in accordance with the ICC Incoterms@2020.

10. PACKING AND MARKING

Packing as per Eta-com's standard export packing, suitable for transport to the place of delivery and handling in good conditions, has been included in our prices. The Products shall be marked and packed according to Eta-com's standard.

11. DESIGN DIMENSIONS

Except when explicitly guaranteed, any dimensions and weights stated in the technical part of our offer are approximate and cannot be considered as binding. If detailed drawings and documentation must be approved by the Customer, such approvals shall reach Eta-com within 2 weeks from the date of request for approval, failing which the drawings shall be deemed to have been approved.

12. TESTING

Testing will be done at Eta-com's premises, unless indicated otherwise. Should the Customer wish to attend the tests to be performed on the Products before shipment, he may do so at his own cost and provided that he has notified Eta-com of his intent at least 6 weeks before the testing date. In case the Customer is not in Eta-com's plant on the notified testing date, Eta-com will perform the testing without further delay and without the presence of the Customer. The test report shall then be deemed accepted by the Customer.

13. RELEASE AND ACCEPTANCE

Should the Customer wish to inspect the Products before shipment, for release, he may do so at his own cost and provided

that he has notified Eta-com of his intent at least 6 weeks before the planned date of shipment. In case the Customer is not present in Eta-com's plant on the agreed inspection date, Eta-com will be allowed to ship the Products without further delay and the release of the Products shall be deemed complete.

The Customer shall carry out the acceptance of the Products and/or Services at the location specified in the Contract and shall issue an acceptance certificate to Eta-com. However, acceptance of the Products and/or Services shall be deemed complete 15 days after issuance by Eta-com of notice to Customer to carry out same, but in any case not later than 6 months from notification of readiness for shipment.

Apparent defects or deficiencies shall be considered as accepted when the acceptance has taken place or is deemed to have taken place. Under all circumstances, any operations with or use of the Products shall implicitly mean that the Products are accepted.

14. WARRANTY

14.1. If, under normal and proper use, a defect appears in the Products manufactured by Eta-com during the applicable warranty period and Customer promptly notifies Eta-com within 14 days after discovery of any defect, or within 14 days after the date that such defect should have been discovered, in writing of such defect or non-conformance and follows Eta-com's instructions regarding return of defective or non-conforming Products, Eta-com will exercise its best efforts to either repair, replace or correct such Products without charge as soon as possible. When the defect is such that it may cause damage, the notice shall be given immediately. Negligence of the Customer may result in loss of his rights and the Customer shall under all circumstances mitigate the damages resulting from defective Products. The notice shall contain a sufficient description of the defect.

A defect is a non-conformity with the agreed technical specifications, which has a material negative impact on the function or the performance of the Products. This warranty covers all such defects that are directly related to design, material or workmanship.

The warranty is not applicable in the case of defect due to design originating from Customer or a third party; Customer's modifications, misuse, neglect, accident or abuse; improper cabling, repairing, installation, storage and maintenance, normal wear and tear, improper operation or disregard of Eta-com's installation and operation manual or Eta-com's and/or its vendor's specifications, by the Customer or any third party. For products not manufactured by Eta-com itself, Eta-com shall only be liable to the extent of the warranty given to Eta-com by its own suppliers and within the above time limit.

14.2. The warranty period will be 18 months from the invoice date or 24 months from notification of readiness of the Products in the factory, whichever is earlier..

For longer warranties (if explicitly agreed in writing by Eta-com), the warranty will only remain valid if the Customer can prove that he organized a yearly inspection of the Products by a qualified expert.

14.3. Eta-com shall decide whether repair shall be carried out at the site of the Products or a defective part shall be returned to Eta-com for replacement, or any other solution. No product will be accepted for repair or replacement without the authorization of and in accordance with instructions of Eta-com. Removal and reinstallation expenses as well as transportation expenses associated with a returning of Products to Eta-com shall be borne by the Customer.

After Eta-com repairs such Products or acquires a replacement Product, Eta-com shall pay the cost of transportation of the repaired or replaced Product. If Eta-com determines that the returned Product was not defective, Customer shall pay Eta-com's costs of handling, inspecting, testing and transportation and, if applicable, travel and related expenses. In repairing or replacing any Products or part thereof under this warranty, Eta-com may use either new, remanufactured, reconditioned, refurbished or functionally equivalent Products or parts; provided, however, that such repair or replacement will not impact upon the function of the Products under normal and proper use, as provided in the specifications. The replaced Products or parts shall become property of Eta-com. All replaced parts must be returned franco to Eta-com within one month of their replacement, in default of which their value will be invoiced. The repair or replacement of items during the period of warranty does not extend the warranty period.

The Customer shall at his own expense arrange for any dismantling and reassembly of other equipment than the Products delivered by Eta-com, to the extent that this is necessary to remedy the defect.

14.4. Eta-com shall not give any warranty as to the usefulness or fitness for purpose of the Products. Only the Customer shall be responsible for his intentions with the Products.

14.5. The foregoing warranties are exclusive and are in lieu of all other express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose. Customer's sole and exclusive remedy shall be Eta-com's obligation to repair or replace as set forth above in this warranty.

15. LIABILITY

The Parties' exclusive remedies and the entire liability of a party, its affiliates and their employees, agents and suppliers, for any claim, loss, damage or expense of the other party or any other entity arising out of this agreement, or the use or performance of any product or services, whether arising out of breach of contract, tort, negligence, indemnity or strict liability, shall be as follows:

- (i) for the non-performance of Products and/or Services during the warranty period: the remedy set forth in article 14 "Warranty";
- (ii) in case of accidents occurring at any time, both during installation operations or afterwards, the responsibility of Eta-com is limited to its supplies and Eta-com is never responsible for any damage incurred by an accident in the Customer's premises, nor to his installations, goods and/or staff;
- (iii) subject to the terms of clause (iv) below, for everything other than as set forth above, the amount of the proven direct damages, not to exceed the price allocable to the Products or part thereof which gives rise to the claim;
- (iv) neither party shall be liable for any damages that could have been mitigated with reasonable care, nor for any incidental, indirect, consequential or economic damages such as loss of profits, revenues or savings, loss of other equipment or tangible damage, downtime costs or business

interruption losses, removal or reinstallation costs, claims of third parties, arising out of this agreement, or the use or performance of any Product or Services, whether in an action arising out of breach of contract, tort, negligence or strict liability.

Each party shall give the other prompt written notice of any claim. Any action or proceeding against a party must be brought within 12 months after the cause of action becomes known.

16. FORCE MAJEURE

Either Party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by cases of force majeure, such as but not limited to, acts of God, natural catastrophes, fire, epidemics, perils of the sea, war or civil unrest, embargo, restrictive governmental measures, labour disputes, breakdown in plant, unavailability of transportation or loading facility, failure in supply of public utility or materials, disruption in procurement from suppliers of parts, or any other cause or circumstances beyond the reasonable control of the Parties.

In the event Eta-com is prevented from fulfilling its obligations described in the contract, by force majeure, Eta-com shall not be liable for any loss, damage, failure or delay in fulfilling its obligations and may, at its option, extend the time of delivery of the Products and/ or Services or, should the force majeure persist, re-negotiate or cancel unconditionally the unfulfilled portion of the Contract. However, in no case shall payments for delivered Products or Services rendered be interrupted due to the force majeure. Eta-com shall notify the Customer in due time of any force majeure case affecting its performance. If Eta-com requests an extension of delivery times, this will be deemed as accepted if the Customer does not object within 7 calendar days from this request.

17. HARDSHIP

If, by reason of availability and cost of raw materials above such costs ruling at the date of the quotation, the cost for Eta-com of performing its obligations under the Contract is substantially increased, the Parties will discuss in good faith a modification of the contract price that should reflect such substantial increase.

18. SUSPENSION AND TERMINATION OF CONTRACT

Any serious shortcoming on the side of the Customer may result in Eta-com's right to suspend its obligations, for the duration of the Customer's failure, after notification in writing to the Customer. In such case, all obligations that are due within a fixed timeframe may be adjusted accordingly.

Either Party may terminate the Contract in case of breach of the agreement, or should the other Party file for bankruptcy, be declared insolvent, under receivership, legally broken up or in liquidation, when any of the above circumstances in the other Party's opinion may jeopardize the continuation of the Contract.

19. CANCELLATION FOR CONVENIENCE

When cancellation of all or part of a contract is received by Eta-com, charges shall be assessed against the value of the cancelled Products and/or Services in accordance with the following cancellation table, less any payments received against the value of the Products and/or Services, notwithstanding the right of Eta-com to demand full indemnification for any and all damages resulting from this cancellation.

At exworks stage	100%
At start of Manufacturing	80%
At buying of raw materials	65%
During design	25%
Before design start	0%

20. INFORMATION, INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Customer shall be responsible for errors, omissions, or discrepancies in drawings, data, technical information, patterns or any similar documents in the broadest sense provided by the Customer or by a third party on his behalf, and Eta-com shall be entitled to rely upon this information for the offer and for the execution of the Contract. The Customer shall at his own expense carry out any alterations or remedial work necessitated by such errors, omissions or discrepancies for which he is responsible or pay Eta-com the cost incurred by Eta-com in carrying out any such alterations or remedial work so necessitated.

All drawings and technical documents relating to the Contract, submitted by one Party to the other prior or subsequent to the formation of the Contract, shall remain the property of the submitting Party. Drawings, technical documents or other technical information received by one Party shall not, without the consent of the other Party, be used for any other purpose than the execution of the Contract. They may not, without the consent of the submitting Party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

Eta-com holds the copyright and all rights to the intellectual property of the offers made by Eta-com, including to the designs, illustrations, drawings, test(models) software, etc. Infringements on the intellectual property of Eta-com, will result in a penalty fee of 25.000 Eur for the Customer which is payable to Eta-com

Both Parties shall treat in strict confidence all matters which are not publicly known or general accessible. If there is any doubt, this confidentiality requirement shall nevertheless be observed. The parties are obliged to respect this confidentiality clause both before the contract and after the termination of the contractual relationship. This obligation does not affect either party's legal obligation to disclose facts, if such obligation would exist.

21. LICENSES, PERMITS, LAWS AND REGULATIONS

The Customer shall be responsible for obtaining all licenses, permits and authority approvals outside of Eta-com's country in due time as necessary for the performance of the Contract. Negligence or untimely delivery of all necessary licenses, permits and approvals may result in Contract adaptation regarding delivery times and costs if appropriate. All local laws, rules and regulations that are applicable to the Products, its operation or its assembling, in the country where the Products must be delivered and/or assembled, shall be deemed to be known by the Customer, who shall incorporate all necessary elements in the Specifications. In general, it is Customer's responsibility to inform Eta-com about any relevant

issue in this respect.

Any change in applicable laws and regulations and / or in applicable codes and standards after the signature of the contract shall be considered as a change order from the Customer and shall entitle Eta-com to adjust the contract, particularly the prices and terms of delivery accordingly.

22. APPLICABLE LAW AND JURISDICTION

The contractual relationship between the parties shall be governed by the law of Eta-com's registered office, excluding any application of the "United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980".

All disputes arising out of or in connection with the contract (including its validity and termination) and which could not be solved by an amicable settlement, shall be submitted to the exclusive jurisdiction of the courts of Eta-com's registered office.