

EthosEnergy Group General Terms and Conditions of Purchase - (Western Hemisphere)

1. DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions, the following expressions will have the following meaning:

“**Affiliate**” means in relation to a company, its parent or subsidiary, or a company or legal entity controlled by or under the same control either directly or indirectly;

“**Company**” means the EthosEnergy Group Company named on the Purchase Order;

“**Company Group**” means the Company and its Affiliates and co-venturers, subcontractors, vendors, and agents and the officers, directors, and employees of each, but shall not include any member of the Seller Group;

“**Contract**” means any contract between the Company and the Seller for the purchase of the Services and/or any Products which incorporates these General Terms and Conditions;

“**General Terms and Conditions**” means the terms and conditions of purchase set out in these General Terms and Conditions of Purchase;

“**Party(ies)**” means either Seller or Company or both Seller and Company, depending on the context;

“**Products**” means any good, physical item, part, material, module or assembly or equipment which the Seller provides to the Company or which is incorporated into or a part of the Services;

“**Purchase Order**” means the written purchase order issued by the Company to the Seller;

“**Scope of Work**” shall mean the provision of Products or Services as specified in the Purchase Order and governed by these General Terms and Conditions and any attachments or amendments;

“**Seller**” shall mean the person, firm or company with whom the Company enters into the Contract for the Products and/or Services;

“**Seller Group**” means the Seller, its officers, directors, and employees, but shall not include any member of the Company Group; and

“**Services**” means any services which the Seller provides to the Company under the Contract including, but not limited to, where applicable, construction, manufacturing, maintenance, repairs, overhauls, engineering, shop services and/or site personnel.

2. GENERAL

Seller agrees to be bound by and to comply with all terms set forth in the Purchase Order and all documents referenced therein, including these General Terms and Conditions, specifications (if applicable) and any amendments or supplements thereto. Acknowledgement of this Purchase Order, including by beginning performance of the Services called for by this Purchase Order, shall be deemed acceptance of this Purchase Order. In the event of a conflict between any specific terms or conditions expressly stated on the Purchase Order and these General Terms and Conditions, the terms expressly stated on the Purchase Order shall take precedence. **ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS PURCHASE ORDER THAT CONTAINS TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS PURCHASE ORDER SHALL BE WITHOUT FORCE OR EFFECT AND IS NOT BINDING ON COMPANY UNLESS ACCEPTED IN A SIGNED WRITING BY COMPANY.**

3. PRICE AND PAYMENT

3.1 All prices set forth in the Purchase Order are firm and shall not be subject to change. If the Purchase Order is not priced before commencement of the Scope of Work, then the pricing for such Scope of Work shall not be higher than those last quoted and charged to Company for the same or similar Products or Services. Where the Purchase Order covers Products on a weight basis (including castings), the weight stated on the Purchase Order shall be the estimated weight. Charges for boxing, packaging or cartage will not be allowed or paid by Company unless otherwise expressly stated on the Purchase Order. Products are purchased on a delivered basis. Unless otherwise expressly stated on the Purchase Order, freight is included in the price set forth on the Purchase Order. All freight charges are to be paid by Seller to the carrier without any liability for such charges to Company Group or its customers. SELLER AGREES TO DEFEND AND INDEMNIFY COMPANY FOR ANY CLAIMS OR DAMAGES ASSERTED BY A CARRIER AGAINST COMPANY GROUP OR ITS CUSTOMERS IN CONNECTION WITH FREIGHT.

3.2 Seller's price includes all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees, or duties applicable to the Products or Services. Seller shall ensure that if any value-added or similar tax is applicable, that it is invoiced in accordance with the applicable rules so as to allow Company to reclaim that value-added or similar tax from the appropriate government authority. Neither Party is responsible for taxes on the other Party's income or the income of the other Party's personnel or subcontractors. If Company is required by government regulation to withhold taxes for which Seller is responsible, Company will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Company a valid tax treaty residency certificate or other tax exemption certificate at a minimum of thirty (30) days prior to payment being due. Unless otherwise stated on the face of this Purchase Order, payment terms are net sixty (60) days from the receipt of a valid invoice. No extra charges of any kind will be allowed unless specifically agreed in writing by Company. Company shall be entitled at any time to set-off any and all amounts owing from Seller to Company, or a Company Affiliate, on this or any other order.

4. DELIVERY, PASSAGE OF TITLE, RISK OF LOSS AND CUSTOM CLEARANCE

4.1 Time is of the essence for this Purchase Order. If Seller fails to deliver the Products or complete the Services as scheduled, Company may assess such amounts as may be set on the face of the Purchase Order as liquidated damages for the agreed delay period. The Parties agree that such amounts, if assessed, are an exclusive remedy for the agreed delay period; are a reasonable pre-estimate of the damages Company will suffer as a result of the delay based on the circumstances existing at the time the Purchase Order was issued; and are to be assessed as liquidated damages and not as a penalty. In the absence of agreed to liquidated damages, Company shall be entitled to recover damages that it incurs as a result of Seller's failure to perform as scheduled. Unless expressly stated to the contrary, Company's remedies are cumulative and Company shall be entitled to pursue any and all remedies available at law or equity.

4.2 Unless otherwise stated on the Purchase Order:

- (a) goods shipped from within the United States of America ("US") for delivery within the US shall be delivered EXW named point with title passing at Company's dock;

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- (b) goods shipped from outside the US for delivery within the country of shipment shall be delivered EXW named point, with title passing at the named point;
- (c) goods shipped from outside the US for delivery within the US shall be delivered DAP named point if by rail or truck, FCA originating airport if by air, or FOB port of export if by maritime carriage, with title passing in each instance at port of export after customs clearance for goods shipped direct to a non-Company facility and at Company's dock if shipped to Company's facility; and
- (d) goods shipped from outside the United States for delivery to another country outside the United States shall be delivered DAP named point if by rail or truck, FCA destination airport if by air, or DAP port of import if by maritime carriage, with title passing in each instance port of import.

All delivery designations are INCOTERMS 2010. Goods delivered to Company in advance of schedule may be returned to Seller at Seller's expense. Goods shipped to the US from outside the US shall have title pass at port of export. Company may specify contract of carriage and named place of delivery in all cases. Failure of Seller to comply with any such Company specification shall cause all resulting transportation charges to be for the account of Seller, and give rise to any other remedies available at law or equity. In all cases, Seller must provide to Company, via the packing list and the customs invoice (as applicable), the country of origin of each and every of the goods supplied pursuant to this Purchase Order, including in sufficient detail to satisfy applicable preferential or customs agreements, if any.

If goods will cross an international border, Seller shall provide a commercial customs invoice as required for customs clearance. The invoice for Products under this Section shall be in English, or destination country specific language, and shall include contact names and phone numbers at Company and Seller who have knowledge of the transaction; Company Purchase Order number, Company Purchase Order line item, release number (in the case of a blanket order), part number and detailed description of the merchandise; unit purchase price in currency of the transaction; quantity; INCOTERM and named location; and country of origin of the goods. In addition, all goods or services provided by Company to Seller for the production of goods not included in the purchase price shall be separately identified on the invoice (i.e. consigned material, tooling, etc.). Each invoice shall also reference information for any consigned goods and shall identify any discounts or rebates from the base used in determining invoice value.

- 4.3 Risk of loss for Products shall pass to the Company upon delivery (for the supply of Products that are not incorporated into the Services) or final inspection and acceptance (if provided as part of the Services).
- 4.4 Title to any Company property provided to Seller for Services or Company owned goods, materials or equipment which are in the Seller's custody for any purpose shall remain with the Company and will be clearly marked and recorded by the Seller as belonging to the Company and shall be held at the Seller's risk.
- 4.5 Risk of loss associated with the Services shall pass to the Company upon final inspection and acceptance.

5. CHANGES

Company may make changes within the general scope of any Purchase Order in any one or more of the following:

- (a) drawings, designs or specifications for the Services or for Products that are to be specifically manufactured for

Company;

- (b) method of shipment or packing;
- (c) place and time of delivery;
- (d) amount of Company's furnished property;
- (e) quality;
- (f) quantity; or
- (g) the schedule.

If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, in writing. Any Seller claim for adjustment under this Section will be deemed waived unless asserted within thirty (30) days from Seller's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

6. WARRANTIES

Seller warrants that all Products and Services provided pursuant to this Purchase Order will be free of any claims of any nature, including title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion (provided such liens do not arise out of Company's failure to pay amounts not in dispute under the Purchase Order or an act or omission of Company).

Seller warrants and represents that all such Products will be new and of merchantable quality, not used, rebuilt or refurbished material unless approved in writing by Company, and all Products and Services will be free from all defects in design, workmanship and material, and will be fit for the particular purpose set forth in the specifications.

Seller warrants that all Products and Services provided pursuant to the Purchase Order will be free of any claims of any nature, including title claims, and will cause any lien or encumbrance asserted to be waived and discharged, at its sole cost and expense, within thirty (30) days of its assertion (provided such liens do not arise out of Company's failure to pay amounts not in dispute under the Purchase Order).

Such Products and Services will be provided in strict accordance with the Purchase Order including all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Company. Products shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. Any attempt by Seller to limit, disclaim, or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective.

The foregoing warranties shall apply for twenty-four (24) months from the final inspection and acceptance, or such longer period of time as is customarily provided by Seller for similar Products and Services, plus delays such as those due to nonconforming Products and Services. The warranty shall run to Company, its successors, assigns, and the users of the Products and Services covered by the Purchase Order.

If any Products or Services are found to be defective during the warranty period then, in addition to other rights, remedies and choices as it may have by law, contract or at equity, Company, at its option and sole discretion and at Seller's expense, may:

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| <ul style="list-style-type: none"> (a) rescind the Purchase Order without liability; (b) reject and return all or a portion of such Products and Services; (c) require Seller to remove, ship and reinstall/re-perform nonconforming Products and/or Services with Products and/or Services that conform to all the requirements of the Purchase Order; and/or (d) take such actions as may be required to cure all defects and/or bring the Products and Services into conformity with all the requirements of the Purchase Order, in which event all costs and expenses including material, labor, transportation and handling costs incurred by Company shall be for Seller's account; and/or (e) withhold total or partial payment. | <ul style="list-style-type: none"> (\$2,000,000) combined single limit per occurrence; (b) Comprehensive Automobile Liability – Bodily Injury/Property Damage Insurance covering all owned, hired and non-owned automotive equipment in the amount of one million US Dollars (\$1,000,000) combined single limit each occurrence; (c) Employers Liability Insurance in the amount of one million US Dollars (\$1,000,000) each occurrence; (d) Property Insurance covering the full value of all property owned, rented or leased by Seller in connection with the Purchase Order; (e) Workers Compensation Insurance in the amount required by applicable law protecting Seller from all claims under any applicable Worker's Compensation law. |
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For any repairs or replacements, Seller shall perform any tests requested by Company to verify conformance to the Purchase Order with all costs for tests to be borne by the Seller. Any repair or replaced Product, or re-performed Services shall carry warranties on the same terms as set for the above, with the warranty period being the later of the original unexpired warranty or twenty-four (24) months after repair or replacement.

7. INSPECTION AND TESTING

All Products provided under the Scope of Work shall be subject to inspection and test upon reasonable notice by Company and its customer or representative at all times and places, including sites where the goods are created or the Services performed, whether they be at premises of Seller, Seller's suppliers or elsewhere, to assess: (a) work quality; (b) conformance with Company's specifications; and (c) conformance with Seller's representations, warranties and covenants. If any inspection or test is made on Seller's or its supplier's premises, Seller, without additional charge, shall provide all reasonable access and assistance for the safety and convenience of the Company inspectors. Failure to inspect, accept, reject or detect defects by inspection shall neither relieve Seller from responsibility for such Products as are not in accordance with the Purchase Order requirements nor impose liabilities on the Company.

8. INDEMNITIES

SELLER SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD HARMLESS COMPANY GROUP AGAINST ANY AND ALL SUITS, ACTIONS, OR PROCEEDINGS, AT LAW OR IN EQUITY, AND FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES, OR LIABILITIES FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE TO ANY PERSON OR ENTITY TO THE EXTENT ARISING FROM THE NEGLIGENCE OF SELLER GROUP.

9. INSURANCE

At all times throughout the duration of the Contract, Seller shall procure and maintain the following insurances with insurers of good repute:

- (a) Commercial General Liability – Bodily Injury/Property Damage Insurance (including coverage for contractual liability insuring the liabilities assumed in the Purchase Order, for products liability, contractors protective liability, where applicable, collapse or structural injury and/or damage to underground utilities, where applicable, and coverage for damage to property of Company or its customers in Seller's custody, care and control, as well as naming Company as an additional insured) in the amount of two million US Dollars

Evidence of such coverage shall be in the form of a certificate of insurance completed by Seller's insurance carrier(s) and shall be delivered to Company no later than seven (7) days following Seller's acceptance of the Purchase Order. Seller shall provide thirty (30) days prior written notice to Company in the event of cancellation of any such policies. All insurance specified in this section shall contain a waiver of subrogation in favor of Company, its subsidiaries, affiliates and their respective officers, directors, employees, agents and subcontractors for all losses and damages covered by the insurances required in this section, including coverage for damage to Company's property in Seller's care, custody or control. SELLER SHALL DEFEND AND INDEMNIFY COMPANY FROM ALL SUBROGATION CLAIMS ASSERTED BY ITS INSURERS IN THE EVENT IT FAILS TO PROCURE THE WAIVERS OF SUBROGATION REQUIRED HEREUNDER.

10. FREE-ISSUE MATERIALS AND TOOLING

10.1 Where tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by the Seller specifically for the purpose of the Purchase Order, title to such tooling shall pass to the Company upon its creation or acquisition. The Seller shall deliver up such tooling to the Company on demand.

10.2 Where the Company for the purpose of the Purchase Order issues materials (including equipment, components, tooling, patterns, dies, moulds, jig and fixtures and the like) free of charge to the Seller, title to such materials shall remain with the Company and shall be clearly marked as and remain the property of the Company. The Seller shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The Seller shall use such materials solely in connection with the Contract. Any surplus materials shall be disposed of at the Company's discretion. Damage to or waste of such materials arising from bad workmanship or negligence of the Seller shall be made good at the Seller's expense. Without prejudice to any other rights of the Company, the Seller shall deliver up such materials, whether further processed by the Seller or not, to the Company on demand.

11. CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1 Seller shall keep confidential any technical, process, proprietary or economic information of Company (the "Confidential Information") or Confidential Information derived from drawings, three dimensional or other models, specifications and other data furnished by Company in connection with all Purchase Orders and shall not divulge, directly or indirectly, such Confidential Information for the benefit of any other party without Company's prior written consent. Except as required for the efficient fulfilment of a

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Purchase Order, Seller shall not use such information or make or permit copies to be made of such drawings, models, proprietary information, specifications, or other data without Company's prior written consent. Upon completion or termination of the Purchase Order, Seller shall promptly return to Company all materials incorporating any such information and any copies thereof.

11.2 Seller shall not make any announcement, take or release any photographs (except for its internal operational purposes for manufacture and assembly of goods), or release any information concerning the Purchase Order or any part thereof or with respect to its business relationship with Company, to any third party except as required by applicable law, without Company's prior written consent.

11.3 SELLER SHALL INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM ALL COSTS AND EXPENSES RELATED TO ANY SUIT, CLAIM OR PROCEEDING BROUGHT AGAINST COMPANY OR ITS CUSTOMERS BASED ON A CLAIM THAT ANY ARTICLE OR APPARATUS, OR ANY PART OF THE PRODUCTS OR SERVICES FURNISHED UNDER THE PURCHASE ORDER, AS WELL AS ANY DEVICE OR PROCESS NECESSARILY RESULTING FROM THE USE THEREOF, CONSTITUTES AN INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. COMPANY SHALL NOTIFY SELLER PROMPTLY AND GIVE AUTHORITY, INFORMATION, AND ASSISTANCE (AT SELLER'S EXPENSE) FOR THE DEFENSE OF SAME, AND SELLER SHALL PAY ALL DAMAGES AND COSTS AWARDED. IF USE OF SAID ARTICLE, APPARATUS, PART, DEVICE OR PROCESS IS ENJOINED, SELLER SHALL, AT ITS OWN EXPENSE AND AT ITS OPTION, EITHER PROCURE FOR COMPANY THE RIGHT TO CONTINUE USING SAID ARTICLE OR APPARATUS, GOOD, PART, MATERIAL, EQUIPMENT, PROCESS OR DEVICE, OR REPLACE SAME WITH NON-INFRINGEMENTAL EQUIPMENT.

12. COMPLIANCE WITH LAW

Seller represents, warrants, certifies and covenants that it will comply with applicable provisions of any federal, state, provincial or local law, regulation, directive or ordinance and all lawful orders, rules, and regulations issued thereunder, in the country of intermediate and/or final delivery of Products or provision of Services, including those dealing with the export control laws and regulations of the US, environmental health and safety, and records retention. Seller shall also comply with good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent Seller who is engaged in the same type of service or manufacture under similar circumstances in a manner consistent with all applicable requirements and with all applicable generally recognized international standards. Company requires the Seller to advise if any Product requires a valid U.S. export license is required, and if so, to verify that Seller has investigated the licensing requirements. If an export license is required, Seller shall provide Company with the applicable Export Control Commodity No. (ECCN) and the Schedule B number. Seller shall submit to Company material safety data sheets (OHS Form 20) as required by applicable regulation. Seller shall submit to Company material safety data sheets (OSHA Form 20) as required by applicable regulation. SELLER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM, LOSS, DAMAGE, LIABILITY, ADMINISTRATIVE PROCEEDINGS OR PENALTIES ASSESSED OR ASSERTED AGAINST COMPANY FOR SELLER'S FAILURE TO COMPLY WITH THIS SECTION 12.

13. SUSPENSION

Company may at any time, by notice to Seller, suspend performance of the Scope of Work for such time as it deems appropriate. Upon receiving notice of suspension, Seller shall promptly suspend the Scope of Work to the extent specified, properly caring for and protecting all work in progress and materials, supplies, and equipment, Seller has on hand for performance. Upon Company's request, Seller shall promptly deliver to Company copies of outstanding purchase orders and subcontracts for materials, equipment and service for the work, and shall take such action relative to such purchase orders and subcontracts as Company may direct. Company may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Seller shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of, or the time required for the performance of any work shall be negotiated by the Parties.

14. TERMINATION

14.1 FOR CONVENIENCE. Company may terminate at its convenience for any reason whatsoever all or any part of the Purchase Order at any time by providing thirty (30) days written notice to Seller.

14.2 FOR DEFAULT. Company may terminate the whole or any part of the Purchase Order if Seller: (a) fails to perform within the time specified or any written extension granted by Company; (b) fails to make progress which, in Company's reasonable judgment, endangers performance of the Purchase Order in accordance with its terms; or (c) fails to comply with any of the terms of the Purchase Order. Such termination shall become effective if Seller does not cure such failure within fourteen (14) days of receiving notice of default. Upon termination, Company may procure at Seller's expense and upon terms it deems appropriate, Products or Services similar to those so terminated. Seller shall continue performance of the Purchase Order to the extent not terminated and shall be liable to Company for any excess costs for such similar Products or Services. As an alternate remedy and in lieu of termination for default, Company, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance, making Seller liable for any costs, expenses or damages arising from any failure of Seller's performance. Company's rights and remedies in this Clause are in addition to any other rights and remedies provided by law or under the Purchase Order.

14.3 FOR INSOLVENCY. If Seller ceases to conduct its operations in the normal course of business, fails to meet its obligations as they mature, if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made, Company may immediately terminate the Purchase Order without liability, except for Products or Services completed, delivered and accepted within a reasonable period after termination (which will be paid for at the Purchase Order price).

15. INDEPENDENT CONTRACTOR

15.1 The Seller shall at all times during the term of the Contract be an independent contractor with respect to the Company, and nothing in the Contract shall be construed as creating, at any time, any other relationship between the Parties hereto. The Seller shall at all times have complete control, as employer, over, and full responsibility for, its employees. None of its employees, servants or agents shall be considered, or in any way represent themselves, as being employees of the Company or be entitled to any of the

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benefits supplied by the Company to its own employees.

incorporated in the Contract.

16. LIMITATIONS OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES.

NOT WITHSTANDING ANY RULE OF LAW OR PROVISION OF THE PURCHASE ORDER TO THE CONTRARY, AND REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, INDEMNITY OR OTHERWISE,

(a) NEITHER PARTY NOR ANY PARTNERS, MEMBERS, AGENTS, AFFILIATES, SUBCONTRACTORS, VENDORS, INSURERS, JOINT VENTURE PARTNERS, OR THE OFFICERS, DIRECTORS OR EMPLOYEES OF EACH SHALL BE LIABLE TO ONE ANOTHER FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INCIDENTAL OR INDIRECT LOSS OR DAMAGE INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, COST OF CAPITAL WHETHER FORSEEABLE OR UNFORSEEABLE, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT; AND

(b) COMPANY GROUP'S MAXIMUM TOTAL AGGREGATE LIABILITY TO SELLER UNDER THIS PURCHASE ORDER SHALL NOT EXCEED THE PURCHASE ORDER PRICE WHETHER THE LIABILITY WAS CAUSED IN PART OR ENTIRELY BY THE SOLE OR JOINT NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY.

17. INTERPRETATION

17.1 ASSIGNMENT AND SUBCONTRACTING

Seller may not assign the Purchase Order or any interest herein including payment, without Company's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the Scope of Work under the Purchase Order without Company's prior written consent. No assignment, subcontract or delegation consented to by Company shall relieve Seller of its obligations under the Contract.

17.2 WAIVER

No claim or right arising out of a breach of these General Terms and Conditions or the Purchase Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved Party. Either Party's failure to enforce any provisions hereof shall not be construed a waiver of a Party's right thereafter to enforce each and every such provision.

17.3 AMENDMENT

No amendment shall be effective unless produced in writing by both Parties and signed by their duly authorized representatives and made subsequent to the date of commencement of the Contract.

17.4 ENTIRE AGREEMENT

The Contract represents the entire agreement between the Parties relating to the Services and/or Products and shall supersede all prior representations, agreements, statements and understandings made prior to the date of commencement of the Contract whether oral or in writing other than those representations, agreements, statements and understandings which have been expressly

17.5 LAW

The Contract shall be subject to, interpreted, construed and performed in accordance with the Laws of Texas without giving effect to its conflicts of laws principles. The Parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

17.6 DISPUTE RESOLUTION

Company and Seller agree that in the event of a dispute and prior to initiating arbitration proceedings, the Parties will each designate one (1) senior officer to negotiate a resolution to the dispute within 21 days of written notice from one Party to the other at the time and place agreed. If the officers are unable to agree upon a resolution within fourteen (14) days, or any agreed upon extension, then the parties agree to submit the dispute to arbitration for final and binding resolution.

Any claims, disputes or controversies arising out of this Purchase Order between the Parties hereto which cannot be settled by mutual agreement shall, upon written notice by one party to the other, be finally settled by arbitration in accordance with American Arbitration Commercial Arbitration Rules or JAMS- ADR, in a mutually agreed location. The laws of the State of Texas shall apply without regard to conflicts of law provisions.

The Party desiring arbitration shall notify the other Party in writing of the matter to be arbitrated and the name of the arbitrator selected by it. Within ten (10) days after receipt of such notice, the other Party shall appoint an arbitrator and shall forthwith notify the first Party of such appointment. The two arbitrators named shall within ten (10) days appoint, in writing, a third arbitrator. Pending a decision by the majority of the arbitration panel, both Parties agree to take no action which might upset the status quo or prejudice the respective positions of the Parties with respect to the matter in controversy. A decision by the majority of the arbitration panel with respect to the matter in controversy shall be final and binding on the Parties, and judgment on any award so rendered may be entered in any court having jurisdiction. Injunctions or other equitable remedies may be pursued in any court in Houston, Texas.

17.7 HEADINGS

The headings are for ease of convenience only, and in no way effect the interpretation of the Contract.

17.8 SURVIVAL

All provisions or obligations contained in the Purchase Order and General Terms and Conditions which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of a the Purchase Order will survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including Sections 4, 6, 7, 8, 9, 10, 11, 15, 16, 17, and 18.

17.9 SEVERENCE

If any provision of the Contract is to any extent invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and each of the provisions of the Contract will be valid, legal and enforceable to the fullest extent permitted by law or replaced by such valid, legal and enforceable provision which comes closest to the Parties' original intent. The same applies in the event of omissions in the Contract.

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17.10 GOVERNMENT CONTRACTS

In the event that the Products are to be used in whole or in part for the performance of government contracts and where the US Dollar value of said Products exceeds, or may in any one year exceed ten thousand US Dollars (\$10,000) the Seller further agrees that in connection with the performance of work under the Contract, Seller (subcontractor) agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Seller agrees to post hereafter in conspicuous places, available for employees and applicants for employment notices the provisions of this non-discrimination clause.

18. **BUSINESS ETHICS, ANTI-SLAVERY AND COUNTRY OF ORIGIN**

18.1 The Seller represents and warrants that it will fully comply with the EthosEnergy Group Business Ethics Policy and Global Supplier Code of Conduct, copies of which are available on request. Seller shall comply with all applicable laws, statutes, regulations and codes including those relating to anti-bribery, anti-corruption and anti-slavery from time to time in force including but not limited to the Bribery Act 2010 and Modern Slavery Act 2015 or any re-enactment or amendment thereof. Seller shall notify Company as soon as it becomes aware of any actual or suspected breach of this Section 18. Seller represents and warrants that it has not been convicted of any offence involving bribery, corruption, slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings in relation thereto. The Seller certifies that any Services performed for or Products provided to Company shall not originate in any country subject to UN, EU, US, UK or National economic sanctions. Seller shall maintain a complete set of supply chain records in relation to all Services and Products and shall permit the Company and/or its third party representatives to inspect the Seller's premises and/or records to audit Seller's compliance with this Section 18.

18.2 Seller shall include the provisions of this Section 18 in contracts with its subcontractors and suppliers used in connection with the Services and Products.

18.3 Company may terminate the Contract with immediate effect by giving written notice to Seller if the Seller commits, or Company has reasonable grounds to suspect, a breach of this Section 18.

18.4 Seller shall save, indemnify, defend and hold harmless the Company from and against, all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of any breach of this Section 18.