

## General PrimeServ Terms and Conditions

### 1 INTERPRETATION

- 1.1 In these Conditions the following words will have the following meanings:
- "**Buyer**" means the person, firm or company that has requested any Work identified in the Order;
- "**Conditions**" means the General PrimeServ Terms and Conditions set out herein;
- "**Contract**" means any contract for Work between the Buyer and Everllence;
- "**Data Protection Legislation**" means all applicable laws and regulations protecting the privacy of individuals and their personal information in the country where the Everllence company concluding the Contract is located;
- "**Everllence**" means the company within Everllence group of companies which supplies the Goods and/or Services under the Contract, which is Everllence SE or any of its branches or affiliates (as the case may be);
- "**Goods**" means goods supplied by Everllence which refer to Everllence's product range;
- "**IPRs**" means any intellectual property rights of any nature including without limitation any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;
- "**Order**" means an order placed by the Buyer with Everllence for Work;
- "**Order Acknowledgement**" means the confirmation of the Order by Everllence under the conditions stated in the Order Acknowledgement;
- "**Services**" means services supplied by Everllence (as defined in Everllence's tender or order acknowledgment);
- "**Site**" shall mean the place where the Services are to be performed by Everllence together with so much of the area surrounding the said place as Everllence shall actually use in connection therewith;
- "**Work**" means Goods and / or Services.
- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 FORMATION

- 2.1 These Conditions apply to the Contract and the Goods and Services to be delivered under the Contract to the exclusion of any other terms and conditions of the Buyer. Variations to the terms of any Contract will only be effective if agreed in writing. If any such agreed variation increases the time or cost to Everllence of performing the Contract then the Contract price and/or programme will be adjusted accordingly.
- 2.2 Orders from Buyer are only binding on Everllence after a written Order Acknowledgment has been issued.
- 2.3 All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists is to be considered approximate. Such information is only binding to the extent expressly stated in the Order Acknowledgment or in other documents forming part of the Contract expressly referring to such information.

### 3 DELIVERY AND NON-DELIVERY AND DELAY

- 3.1 Unless otherwise expressly agreed in writing by Everllence
- delivery times accepted by Everllence are an estimate only; and
  - delivery of the Goods is made Ex Works in accordance with Incoterms 2020, but the delivery price is exclusive of packing, which will be charged extra.
- 3.2 Performance of the Services shall be at the Site specified in Everllence's tender or order confirmation or acknowledgment.
- 3.3 Everllence may deliver Goods in instalments and perform Services in sections in any sequence. Default by Everllence, howsoever caused, in respect of one or more instalments and / or sections shall not entitle the Buyer to terminate the relevant Contract as a whole.
- 3.4 Where:
- (a) the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order; or
  - (b) Everllence agrees (at its sole discretion) to postpone delivery of the Goods at the request of the Buyer; or
  - (c) the Buyer fails to provide any instructions, consents or authorisations

required to enable the Goods to be delivered on the due date;

the risk in the Goods shall pass immediately to the Buyer, delivery of the Goods shall be deemed to have taken place and Everllence may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after expiry of 28 days following such failure or refusal and deduct any monies payable to Everllence by the Buyer from the sale proceeds and charge the Buyer for any shortfall below the contract price and/or any additional costs occurred.

- 3.5 Upon delivery to the Buyer, all Goods should be examined. Everllence shall not be liable for any visually detectable damage to or defect of Goods and any and all claims arising out of such defect shall be forfeited unless the same is notified by the Buyer to Everllence (together with all specific details) in writing within 10 days of the actual date of delivery. Further, the Buyer shall notify any shortages in or non-delivery of Goods to Everllence (together with all specific details) in writing within 10 days of the agreed date of delivery. Otherwise Everllence will not be in default or liable for any damage resulting from such shortage or delay. Subject to such notice being provided, Everllence shall, if it is convinced that any Goods have not been delivered and the cause thereof being beyond the reasonable control of Everllence, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such Goods and this shall be the Buyer's only remedy and in lieu of all other rights and remedies which might otherwise be available to the Buyer. Shortages in, or non-delivery of some or part of the Goods shall not affect the Contract in respect of the other or other parts of the Goods.
- 3.6 If the contractual delivery or performance time for the Work or part of the Work is delayed and this delay was caused by negligence or intention of Everllence and if the Buyer has suffered a loss caused by such delay, the Buyer shall be entitled to liquidated damages for delay. Such liquidated damages for delay shall amount to 0.5% of the Contract price of the delayed part of the Work concerned per each full week of delay following a grace period of 2 (two) weeks. The liquidated damages for delay will be limited to a maximum of 5% (five per cent) of the Contract price of the delayed part of the Work.
- 3.7 Liquidated damages shall be Buyer's sole and exclusive measure of damages and remedy against Everllence with respect to the failure to achieve the contractual delivery or performance time of the Work.

### 4 TITLE

Unless Everllence has been paid in full in advance, the Work will be considered as having been made with Everllence retaining the ownership until full payment has been effected by the Buyer under all contracts between Everllence and the Buyer. If the Buyer does not pay when due, Everllence is entitled to take back the Goods without a court judgment in accordance with the applicable law.

### 5 PRICE AND BINDING PERIOD OF QUOTATIONS AND TENDERS

- 5.1 Unless otherwise agreed, quotations and tenders lapse after 30 days from their date.
- 5.2 All sales are made at the prices valid at the date of Everllence's tender or the date of Everllence's Order Acknowledgement (as the case may be).
- 5.3 Everllence shall neither be entitled nor obliged to implement changes in the scope of supply, before the Parties have reached a written agreement regarding the corresponding adjustment of the Contract price and the delivery time.
- 5.4 Unless otherwise agreed in writing by Everllence prices set out in any of Everllence's price lists, tenders or Order Acknowledgement are "Ex Works" (Incoterms 2020) and exclusive of any taxes, duties, fees, charges or similar and any costs of carriage, package and insurance which shall be payable in addition to the Contract price.
- 5.5 Unless otherwise agreed by Everllence in writing, sums payable by the Buyer to Everllence shall fall due and be effected by the Buyer net not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to Everllence's other rights under these Conditions, such sum shall bear interest from the

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due date until payment is made in full, both before and after any judgment, at 8% per annum over the prevailing rate of the main refinancing facility of the Monetary Authority of Singapore in force during the afore-mentioned period.

- 5.6 Everllence shall be entitled, upon request, to an advanced payment of 50% of the contract price, unless another percentage rate will be agreed upon between the Parties. This advance payment shall be effected by the Buyer to Everllence's account or according to Everllence's specifications in relation to the services to be rendered outside Singapore, by delivery of an irrevocable letter of credit to be established by the Buyer in Singapore and confirmed by a first class bank in Singapore acceptable to Everllence, unless otherwise agreed, at least 21 days prior to the start of the Work.
- 5.7 The set – off with counter claims by the Buyer shall only be allowed with undisputed claims or in accordance with an appropriate court judgment or arbitral award (whichever is applicable in the circumstances).

### 6 PROVISION OF SERVICES

- 6.1 Unless otherwise expressly agreed in writing Services rendered by Everllence shall be charged on time basis in accordance with Everllence's general rates for personnel valid at the date of the provision of the Services. Such rates are exclusive of board, lodging and transportation and such other facilities as are to be provided by the Buyer free of charge. All travelling expenses and costs of carriage of luggage instruments and tools incurred by Everllence's personnel shall be finally borne by the Buyer. Unless otherwise agreed Everllence's execution of Services is subject to manual assistance being rendered by the Buyer either through engine room staff or other persons made available by the Buyer.
- 6.2 The taking over of the Works by the Buyer shall be deemed to have taken place at the latest when the Buyer has received Everllence's notice that the Work has been completed, provided that the Work is as required for taking – over according to the Contract. Minor deficiencies which do not affect the efficiency of the Work shall not prevent taking over. The warranty period referred to in Condition 7.1 shall start to run at the latest when the Work is ready for taking – over in accordance with this Clause 6.2.
- 6.3 Everllence shall be responsible for the adherence to legal or other regulations applicable at the Site only as far as the Buyer has sufficiently informed Everllence of such regulations in advance.
- 6.4 The daily working time shall be arranged by the Buyer and the Specialist Personnel at the Site, and the actual working time shall be certified on work sheets by the Buyer.
- 6.5 Everllence reserves the right to send interim bills during longer service jobs. The final accounts shall be submitted to the Buyer within a reasonable period after the completion of the Works by Everllence.

### 7 WARRANTY

- 7.1 Everllence warrants for a period of 12 months (i) from the date the Goods were delivered, that such Goods are free from substantial defects in material or manufacture; and/or (ii) from the date the Services were rendered, that such Services were carried out with reasonable skill and care. After the lapse of the warranty period, all claims of the Buyer in connection with any warranties and/or warranty obligations and/or defect liabilities are excluded.
- 7.2 The warranty given in Clause 7.1 and the respective warranty obligations will not apply:
- (a) where the defect complained of arises from any drawing, design, specification or intellectual property right supplied by the Buyer or arises from normal wear and tear, wilful damage, the Buyer's negligence, abnormal working conditions, or misuse or alteration or repair of the Work without Everllence's approval or arises from any failure to follow Everllence's advice (whether oral or in writing or whether relating without limit to the fabrication, operation, use or maintenance of the Goods);
  - (b) if Everllence is not given a reasonable opportunity to safely inspect the Work;
  - (c) if the total Contract price for the Work has not been paid by the

due date for payment;

- (d) if the Goods supplied by Everllence are mounted in a Everllence product for which the Buyer has also used unoriginal parts (i.e. parts which have not been supplied by Everllence or through a Everllence licensee), in which case Everllence does not assume any liability for any damage which may arise.
  - (e) if Clause 14.8 applies.
- 7.3 The obligations of Everllence under the Contract are limited such that in the event of a breach by Everllence of the warranty in Clause 7.1 or any defect in any Goods and/or Services Everllence shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Goods and/or Services) at its option either to:
- (a) credit the Contract price (if already paid) attributable to the faulty Goods and/or Services affected; or
  - (b) give a reasonable price reduction to the Buyer for such faulty Goods and/or Services which reflects inferiority of the affected Goods or Services; or
  - (c) repair, rectify or replace the faulty affected Goods and/or Services provided that such Goods are returned to Everllence in their delivered state at the Buyer's expense if so requested by Everllence within 12 months from the date of their delivery. Everllence shall especially not be responsible for shipping, loading and offloading of cargo, any precondition works necessary to repair and/or rectify the defect, nor for dockage, towing and/or for any associated costs.
- 7.4 The warranty and warranty obligations as of this Clause 7 are exclusive warranties and remedies and in lieu of any other warranties and remedies, including any potential defect liabilities, whether expressed, implied or of statutory character as in contract, law, tort (including negligence), or which might otherwise be available to the Buyer.
- 7.5 Everllence shall warrant any subsequent adjustment and/or replacement parts installed to the same extent as the original Goods/Services, but no longer than the remainder of the original warranty period.
- ### 8 FORCE MAJEURE
- 8.1 In case of Force Majeure, such as Acts of God (e.g. natural catastrophes but not limited to earthquake, floods, storms, epidemics), civil commotion, labor disputes, accidents (e.g. transport accidents) disruptions of operation, or other delays for which Everllence is not responsible, any Act / Actions of Governmental Authorities (Governmental Authorities in the meaning e.g. federal, state and/or local authorities including but not limited to local or national agency, department, inspectorate, ministry, official court, tribunal), which hinders or impedes the execution of contract (e.g. Act / Actions of Governmental Authorities like shut downs, travel ban/warning, labor law restrictions for dispatch and/or work of employees, quarantine) or any other event which was unforeseeable or outside the reasonable control of the Party affected, the Parties shall be temporarily relieved from their obligations during the period of time such events continue and to the extent their liabilities are affected. The afore-stated shall also be applicable to Everllence if a sub-supplier of Everllence is affected by such event and/or in case the Party affected is already in default.
- 8.2 Diseases which the World Health Organization (WHO) has declared as a pandemic case, like e.g. the COVID-19 case (including any of its variations) and/or any consequences thereof like Governmental Authorities Actions (although the Disease and its possible consequences might be / are foreseeable) may prevent and/or delay Everllence from partly or entirely performing any of his obligations (hereinafter referred to as "Disease Effect"). Everllence shall not be liable for the Disease Effect, regardless whether under contract, tort, law, equity, indemnity or any other legal reason.
- 8.3 The Parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.
- 8.4 In case the Force Majeure situation lasts longer than 120 days, each party shall have the right to terminate this Contract upon written notice.

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### 9 INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 9.1 The Buyer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Work, or any plans, descriptions, blue-prints, designs, technical information, software, documents, drawings and/or specifications relating thereto either a) supplied by or on behalf of Everllence to the Buyer in connection with the Work or b) resulting from the Work, unless otherwise expressly agreed by Everllence in writing. If the Buyer shall in any way acquire any such rights then the Buyer shall immediately inform Everllence and shall forthwith take such steps as may be required by Everllence to assign such rights or vest such title in Everllence.
- 9.2 Everllence shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Buyer acknowledges that no rights are granted to the Buyer by the use by the Buyer of such trademarks, trade names and/or service marks. The Buyer shall not deface, remove or obliterate any trademarks, trade names or logos applied by Everllence on or in relation to the Goods.
- 9.3 The Buyer shall keep confidential and not use, without the prior written consent of Everllence, any information including without limit, that supplied by Everllence to the Buyer or disclosed to or obtained by the Buyer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law or by any other governmental or other regulatory body.
- 9.4 In the event that Everllence bases the production of the Goods on its own specifications, Everllence shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA and/or by the European Patent Office. This shall not apply, if Everllence has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by the Buyer. As far as Everllence is not liable pursuant to this Clause 9.4, the Buyer shall release Everllence from all third-party claims. In case an infringement of such third parties' IPRs appears to emerge, the Parties will enter into negotiations with due consideration of such situation and jointly agree on the consequences.

### 10 LIMITATION OF LIABILITY

- 10.1 Everllence shall not be liable to the Buyer in contract, tort, law or otherwise howsoever and whatever the cause thereof (i) for any loss of profit, loss of anticipated profit, loss of hire, business contracts, revenues or anticipated savings, overhead recovery, loss of data, loss of production, or (ii) for damage to the Buyer's reputation or goodwill, or (iii) for any loss resulting from any claim made by any third party and/or (iv) for any special, indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation of any nature whatsoever.
- 10.2 Nothing in these Conditions shall exclude or limit the liability of Everllence for death or personal injury caused by the Everllence's negligence, intent or fraudulent misrepresentation. In addition Clause 10.1 above shall not apply in case Everllence has caused the damage to Buyer's property with intention or gross negligence or fraudulent misrepresentation. Clause 10.1 shall not apply in case Everllence has caused the damage to Buyer's property with intention or gross negligence or by fraudulent misrepresentation.
- 10.3 Without prejudice to Clauses 10.1 and 10.2 Everllence's total liability for each Order, in contract, tort, law or otherwise arising by reason of or in connection with the Contract (including but not limited to liquidated damages pursuant to Clause 3.6) shall be limited to the value of that Order.

### 11 STATUTE OF LIMITATIONS

The statute of limitations applicable to any other claims of each Party against the other besides warranty claims, to which Clause 7.1 above shall apply, shall be 24 months after delivery of the Goods to the Buyer.

### 12 SUSPENSION AND/OR TERMINATION

- 12.1 If the Buyer fails to make any payment when due or to perform any of its other main contractual obligations as well as any secondary contractual

obligations on time or in the diligent manner under this and/or all contracts between Everllence and the Buyer, Everllence shall be entitled to suspend its performance of the Contract until the failure is remedied; and regardless of whether Everllence elects to suspend performance:

- (a) the time for performance of the Contract by Everllence shall be automatically extended pro rata; and/or
- (b) any cost (including financial costs and storage, demurrage or other charges) thereby incurred by Everllence shall be paid by the Buyer.

- 12.2 Without prejudice to any of its other rights Everllence may immediately terminate the Contract if any of the following occurs or is likely to occur:

- (a) suspension under Clause 12.1 continues for more than 120 days;
- (b) the Buyer is in breach of any of its obligations under the Contract which the Buyer has not remedied within 30 days of receiving written notice from Everllence; and/or
- (c) the Buyer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or any equivalent or analogous event occurs in any other jurisdiction or the Buyer ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.

- 12.3 Upon termination, howsoever arising, Everllence shall be entitled forthwith to suspend any further Work under the Contract without any liability to the Buyer. Without prejudice to Everllence's other remedies under the Contract, within 14 days of such a notice of termination, howsoever arising, the Buyer shall pay to Everllence:

- (a) the outstanding balance of the Contract price of the Work which has been delivered or performed, and
- (b) the costs incurred or committed by Everllence up to the date of notice of termination in performing such Work which is not yet completed plus a reasonable margin to be agreed between the Parties which shall not be less than 25% of the Contract Price, and
- (c) the costs reasonably incurred by Everllence as a result of the termination.

- 12.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Clauses 9, 10, 12, 13 and 15.

### 13 BUYER'S OBLIGATIONS

- 13.1 The Buyer shall provide Everllence's personnel with assistance in obtaining official entry, exit or working permits required in the country where the Services are to be carried out and ensure that they have free access to the Site.
- 13.2 The Buyer shall provide Everllence's personnel with unobstructed and safe access to the Site to enable them to perform the Work in accordance with the Contract.
- 13.3 The Buyer shall be responsible for ensuring the health and safety of Everllence's personnel whilst on the Site. The Buyer shall take appropriate measures to protect Everllence's personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When Everllence is to carry out the work on the Site, the Buyer shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, towing, storage, supply of electricity and similar supplies.
- 13.4 Everllence may at its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and / or safety of its personnel and / or where the Buyer is in breach of this Clause 13 and Everllence shall not be liable under the Contract for any delay in or failure of delivery in such event.
- 13.5 The Buyer shall assume all responsibility for all acts or omissions of the Buyer's personnel and Everllence shall have no liability with respect thereto.
- 13.6 The Buyer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where Everllence does supply tools, then, the Buyer shall give all necessary assistance with the customs formalities required for the import and re-export of Everllence's tools and equipment free of all customs and taxes.
- 13.7 The Buyer shall provide Everllence with all technical information regarding Everllence and non-Everllence equipment (e.g. technical



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specifications, drawings, measurements, photographs, etc.) that is necessary for the proper performance of the Services. Everllence may use this information to carry out the purchased Services. The Buyer warrants that it has the appropriate permission to pass on the relevant information to Everllence for such use and that no agreements with third parties are thus violated. If a third party claims damages against Everllence as for any breach of intellectual property rights arising from information given to Everllence by the Buyer, the Buyer shall indemnify Everllence against all costs and damages arising out of such third party claims. The Buyer shall to the best of its ability assist Everllence in obtaining all necessary information concerning such local laws and regulations as are applicable to Everllence's performance of the Services.

- 13.8 The Buyer shall specify a firm delivery address for the ordered Goods at least within 3 weeks after receipt of Everllence's written confirmation of the date of readiness for dispatch. In case Buyer fails to do so, Everllence is entitled to sell the Goods selected for delivery to the Buyer to a third party and to set forth a new delivery time to be forwarded to the Buyer for information. In such case the Buyer is not entitled to claim liquidated damages according to Clause 3.6.
- 13.9 On Everllence's request the Buyer shall undertake to arrange suitable accommodation for the Specialist Personnel and to assist in procuring food for the Specialist Personnel. The provision of board and lodging for the Specialist Personnel shall be at the Buyer's expense.
- 13.10 If suitable accommodation cannot be obtained in the neighbourhood of the Site, the time for travelling between the lodgings and the Site will be charged as working time whenever the actual time for travelling is greater than 30 minutes. In the event of the Specialist Personnel using public transport, the costs incurred thereby shall be borne by the Buyer. The same shall apply to the transportation of equipment and other utilities necessary to perform the Services.

### 14 ACCESS RIGHT AND USER RIGHT OF EQUIPMENT DATA BY EVERLLENCE

- 14.1 In order to provide the Work/repair work/warranty services Everllence shall have the right to access, register, read, copy, process and store the machine data of the equipment which is the subject matter of the Work (further referred to as "Data") remotely or by LAN, or otherwise (hereafter "Data Access/Processing"), at all times and without prior notice.
- 14.2 Everllence shall have the right to use (i) the Data received in relation to the Work and (ii) also the Data, which have been received for the performance of other previous contracts for the equipments, for optimizing Everllence's products, including but not limited to service, commissioning, benchmarking, technical optimization and improvements of existing products, development of new products and statistical purposes.
- 14.3 In this connection Everllence is allowed to share such Data with sub-contractors or cooperation partners of Everllence to the extent such sub-contractors or cooperation partners reasonably need access to such data in order to perform their services / repair work and provided the sub-contractors or cooperation partners are under an obligation towards Everllence to keep the data confidential and to observe all data protection provisions which are applicable.
- 14.4 The Data will in principal be stored, processed or used by Everllence within the European Union, the European Economic Area and/or Great Britain.
- 14.5 Everllence shall keep the Data confidential and may only use, process and/or disclose it, as set out in this Contract.
- 14.6 If any Data constitutes personal data the Buyer undertakes to ensure that relevant personnel is to the extent needed informed about the registration and processing of such data and to the extent needed obtain their consent thereto. In case of processing personal data the following information about processing personal data at Everllence is given to the Buyer: <https://www.everllence.com/dataprotection>. Additionally Everllence might use respective Data according to Clause 14.1.
- 14.7 Upon expiry or earlier termination of this Contract and written request of the Buyer Everllence will anonymize all processed and stored Data except for link to the type of equipment and the serial number from which the Data had been collected.
- 14.8 For the avoidance of doubt,

- (a) Everllence' obligation to perform the Work and/or warranty repair services shall be suspended if Data Access/Data Processing of the equipment is stopped by the Buyer or is not further provided for reasons for which the Buyer is responsible and the supply of the Work and/or warranty repair services will become because of this more time-consuming, more costlier for Everllence and/or becomes hindered. In such cases Clause 12 (Suspension) shall apply. Any additional cost caused will be borne by the Buyer.
- (b) The right to Data Access / Processing does not impose or imply any obligation upon Everllence to provide any monitoring of or any maintenance for the equipment.

### 15 GENERAL

- 15.1 Neither shall be entitled to assign or sub-contract any of its rights or the obligations under the Contract without the prior written consent of the other.
- 15.2 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The Parties are committed to replace the invalid provision by another – with respect to the commercial effect– equivalent provision in so far as this is possible.
- 15.3 A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.
- 15.4 The Contract and these Conditions shall be construed in accordance with and governed in all aspects by the laws of the Republic of Singapore, without giving effect to any conflict of laws principles that would cause the application of the laws of any other jurisdiction to apply to the Contract. The Convention of the United Nations of 11.4.1980 on Contracts for the International Sale of Goods shall apply, even if the preconditions of its Art. 1 (1) are not fulfilled.
- 15.5 All disputes arising out of or in connection with the Contract and these Conditions, including any question regarding their existence, validity or termination, shall be finally settled in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"), by three arbitrators, appointed under such SIAC Rules. The arbitration proceedings shall take place in Singapore. The procedural law of this place shall apply where the Rules are silent. Each Party shall nominate one arbitrator for confirmation by the competent authority under said rules. Both arbitrators shall agree on the third arbitrator within 30 days. Should the two arbitrators fail, within the above time-limit, to reach agreement on the third arbitrator, he shall be appointed by the Chairman of the Singapore International Arbitration Centre. The language to be used in the arbitration proceeding shall be English.
- 15.6 Subject to mandatory law, any claim of the Buyer under this Contract or otherwise arising by reason of or in connection with this Contract shall be forfeited, if the Buyer fails to initiate arbitration proceedings pursuant to Clause 15.5 to enforce such rights and claims against Everllence within 6 months since the expiry of the warranty period as defined under Clause 7.1.

### 16 EXPORT CONTROL

- 16.1 Notwithstanding any regulation regarding force majeure, as stated in these Conditions, Everllence reserves the right to suspend at its sole discretion its performance at any time in whole or in part without incurring any liability whenever such performance would be prevented by any applicable restrictive measures including sanctions, export or re-export regulations (including but not limited to UN, EU and its member states, UK and U.S. law) or would otherwise be inconsistent with such measures, or where an export license required by such regulations cannot be obtained. In the event the performance of the Contract is prevented due the above reasons for a period of more than 180 days, Everllence or the Buyer shall be entitled to terminate the Contract to the extent the performance is prevented. In the event an export license has been denied by the

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responsible authorities, Everllence or the Buyer shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination the Buyer shall pay to Everllence the price of the supplies and services performed by Everllence under the Contract and any cost for unavoidable commitments incurred by Everllence with respect thereto. Any claims, rights and/or remedies of the Buyer with respect to such termination shall be excluded.

16.2 Everllence shall provide the Buyer with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Buyer. The content and layout of such documents are defined by Everllence and cannot be adjusted or amended. The provision of any further information or documents which might be required by the Buyer for import purposes, such as but not limited to countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System", issued by the World Customs Organization (WCO)), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Buyer.

## 17 CUSTOMS CLEARANCE

If the agreed delivery address of the Goods is outside the territory of the European Union, Everllence will issue the export customs declaration and act as responsible exporter towards the customs authorities, unless otherwise agreed. If Buyer or any person acting on behalf of the Buyer takes possession of the Goods before export from the European Union, the Buyer shall present the Goods and the export customs declaration issued by Everllence at the responsible customs office of export and be responsible for customs clearance. If the agreed delivery address of the Goods is inside the territory of the European Union, Everllence will not issue an export customs declaration and will not act as responsible exporter for any further exports made by the Buyer, unless otherwise agreed. The same shall apply if the Goods are to be delivered on a vessel, which is currently located inside the territory of the European Union. If the Buyer requires an export customs declaration by Everllence for delivery on such a vessel, this has to be agreed individually.

## 18 DATA PROTECTION

The Parties undertake to observe all statutory provisions at all times, particularly those of the applicable data protection legislation, when processing the shared personal data (as defined by the respective applicable law).

The Buyer acknowledges to Everllence Privacy Notice accessible at <https://www.everllence.com/dataprotection>.

In the event that, upon conclusion of the Contract or in connection with the provision of the contractual services, one Party (hereinafter "Data Recipient") gains access to personal data for which the other Party is responsible (hereinafter "Data Transferee"), the following provisions shall apply, in addition to the applicable data protection legislation:

- (i) Personal data shall be processed solely for the purpose of fulfilling the contractual obligations arising from the Contract ("purpose limitation").
- (ii) The Data Recipient shall ensure that its employees have access to personal data only to the extent necessary for the fulfillment of the contractual obligations arising from the Contract. All employees shall be obligated in writing to comply with the applicable data protection legislations. Proof of such compliance shall be provided to the Data Transferee upon request.
- (iii) The Data Recipient shall implement technical and organizational measures in accordance with the state of the art to ensure a level of protection for personal data appropriate to the risk and to safeguard such data permanently. Upon request, the Data Recipient shall provide evidence of the implementation of the specified technical and organizational measures.
- (iv) The transfer of personal data to Data Recipients located in third countries shall be permitted only in compliance with the conditions defined in the respective and applicable data protection legislations. The Data Transferee must have the applicable consents or lawful basis to effectuate the transfer of the data.

(v) The Data Recipient shall delete the data without undue delay once it is no longer required for the performance of the Contract, in accordance with the relevant statutory retention periods.

(vi) In the event that personal data is processed by the Data Recipient on behalf of the Data Transferee, a corresponding Data Processing Agreement shall be concluded between the Parties.