

# General Sales Conditions

## I. General

1. These General Sales Conditions shall apply to all sales of the Seller, including any engineering, consulting, erection or supervision of erection and remote control and hotline services with regard to the Goods sold, if applicable (the "Services"). The general purchase conditions of the Buyer, changes or additions to these General Sales Conditions, guarantees, warranties and agreements shall bind the Seller only to the extent that they are confirmed in writing by the Seller in the contract documents pertaining to the respective sale (the "Contract").

2. The agreed trade terms shall be construed according to the ICC INCOTERMS valid at the date of formation of the Contract.

## II. Product Information, Drawings and Description

Any prices, data and technical information included in Seller's catalogues, estimates, advertising materials, price lists or technical brochures as well as all documents pertaining to Seller's offer such as, but not limited to, drawings, descriptions, weights and measurements are given for approximate guidance only. They shall only be binding to the extent expressly provided for in the contract. Seller reserves the right to change the price, shape, size or substance of devices, machinery, machinery elements or spare parts, the drawings, lists and technical description of which are contained in our catalogues, estimates, advertising materials, price lists, technical brochures or any other documents. Any drawings or technical documents related to the Goods or their fabrication (the "Confidential Information") submitted by either party to the other prior or subsequent to the formation of the Contract shall remain the exclusive property of the submitting party. This Confidential Information shall not be used without the prior written consent of the submitting party, except for erection, operation or maintenance of the Goods, nor be copied, reproduced, transmitted or communicated to any other party. Any Confidential Information submitted by either party shall be returned to the submitting party upon simple request. The Seller shall retain the entire intellectual and exclusive title to its Confidential Information which shall not be transferred or disclosed without the Seller's written approval. Unless expressly agreed in writing by the Seller, the latter shall not be under the obligation to provide the Buyer with an environmental measurement or calculation in the frame of this Contract. Buyer will (i) not disclose the Confidential Information to a Denied Party (as defined under Article XVII) or (ii) make available the Goods to a Denied Party.

## III. Order - Scope of Supply

1. The Contract shall become effective on the occurrence of the following, as applicable:

- after receipt of Buyer's order, on the date of issuance of the Order Confirmation by the Seller; or
- if the Seller has submitted a written offer with a time limit for acceptance, on Buyer's written acceptance of the offer within that time limit; or
- if a sale and purchase agreement is signed by the parties, on the date of the later party to sign such agreement,

provided nonetheless that to the extent the scope of deliveries by Seller under the contract includes goods or services subject to prior authorization of the competent export control authorities, the contract shall come into force in this respect only upon granting of such authorization.

2. The scope of supply of the Goods shall be as stated in the written confirmation of order by the Seller. If the Seller has submitted a written offer with a time limit and the Buyer has awarded the order within that time limit, the scope of supply shall be as stated in the offer.

3. It shall also be construed as a condition precedent to the effectiveness of the contract that the Buyer shall provide the Seller with a written statement, setting forth the particularities of (i) the application and use of the Goods as well as (ii) the end-user of the Goods.

## IV. Price and Payment

1. Except as otherwise stated in the Contract, the price basis shall be FCA Seller's warehouses or premises. Any taxes, duties, customs duties, or other charges arising outside Seller's country as well as value added tax, if applicable, shall be for the account of the Buyer.

Seller's prices are firm, remain available for a period of three calendar months from the delivery date agreed in the Contract

and are thereafter subject to monthly adjustment in accordance with the "Indice des prix de production de l'industrie française" for the concerned Goods if delivery is delayed for reasons not attributable to Seller.

2. The price shall be paid to the Seller without any deduction, in accordance with the payment terms as set forth below:

- 60% of the Contract price as down payment upon receipt of Seller's order confirmation; and
- 40% of the Contract price upon FCA delivery or against warehouse receipt in case the pick-up of Goods is delayed for reasons attributable to Buyer.

Invoices are payable at sight.

3. The Buyer shall not be entitled to withhold or set off payments due to the Seller in respect of counterclaims disputed by the Seller.

In case of payment by letter of credit, the total contract amount shall be under CFR/CIF (for marine transportation) or CPT (for other mode of transport) INCOTERM.

If the Buyer fails to pay by the due date, the Seller shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8% above the legal base interest rate applicable in France. Without prejudice to the foregoing, and in accordance with the Act 2012-387 dated 22 March 2012 on the simplification of the law and easing of administrative procedure, set by Decree on 2nd of October 2012, the amount of the flat-rate for collection fees in case of late payment is set at 40 (forty) Euros, provided however that if the actual collection costs exceed 40 (forty) Euros, the Seller may claim additional compensation, upon production of supporting documents. In any case of late payment the Seller may, after having notified the Buyer in writing, suspend his performance of the Contract until he receives payment. If the Buyer has failed to pay the amount due within three months from the due date, the Seller shall be entitled to terminate the Contract by written notice to the Buyer and to claim compensation for the loss he has incurred. The compensation shall not exceed the agreed purchase price.

4. The payment milestone set forth under Article IV.2.b) shall be secured by the Buyer in favour of the Seller, at the Seller's discretion, either:

- by an irrevocable letter of credit, in which case such letter of credit must be opened by Buyer in favour of Seller through a first-class bank to be approved by Seller, and not to be subject to any US, EU or UN sanctions. This letter of credit shall be opened at the latest 30 days after signing the Contract and shall be payable at sight against the shipping documents and the invoices. The letter of credit shall be opened in the currency of the Contract, shall have a minimum validity of 3 months after expiry of the delivery time according to VI and shall be extended if necessary. The letter of credit shall be in accordance with the terms of payment as stated in the Purchase Order. Moreover, the Uniform Customs and Practice for Documentary Credits, 2007 revision, ICC Publication N° 600, shall apply. All expenses connected with opening, amending, confirming (if any), negotiating and maintaining of the letter of credit shall be borne by Buyer, or
- by bank transfer or cash against documents, in which case such payment terms must be covered by a first written demand bank guarantee of payment or a stand-by letter of credit issued by a first-class bank to be approved by Seller and notified through a first-class bank to be approved by Seller, and not to be subject to any US, EU or UN sanctions. This first written demand bank guarantee of payment or this stand-by letter of credit shall be issued at the latest 30 days after signing the Contract. The first written demand bank guarantee of payment or the stand-by letter of credit shall be issued in the currency of the Contract, shall be in accordance with the terms of payment as stated in the Purchase Order and shall have a minimum validity of 3 months after the payment's maturity date and shall be extended if necessary. Moreover, the Uniform Rules for Demand Guarantees (URGD), 2010 revision, ICC Publication N° 758, shall apply for first written demand bank guarantee of payment and Uniform Customs and Practice for Stand-by Letter of Credits, 1998 ICC Publication N° 590 shall apply for Stand-by Letter of Credits. All expenses connected with issuing, amending, confirming (if any), negotiating and maintaining of the first written demand bank guarantee of payment or the stand-by letter of credit shall be borne by Buyer.

## V. Packing

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Packing expenses shall be borne by the Buyer and no packaging material shall be returned to Seller unless provided otherwise. Failing any specific instructions in this respect, Seller shall take care of packaging to reasonable standard in the best interest of the Buyer.

Seller applies packing norms NIMP15.

Buyer must ensure that the Goods remain packed and thoroughly protected under roof until installation.

## VI. Acceptance Tests

1. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in Seller's branch of industry in the country of manufacture.
2. The Seller shall notify the Buyer of the acceptance tests in due time to permit the Buyer to be represented at the tests. If the Buyer is not represented, the test report will be sent to the Buyer and shall be deemed correct.
3. If the acceptance tests show the Goods not to be in accordance with the Contract, the Seller shall without delay remedy any deficiencies in order to ensure that the Goods comply with the Contract. New tests shall then be carried out at the Buyer's request except in case the deficiency was not material.
4. The acceptance shall not constitute waiver of the guarantee provided in X.

## VII. Delivery Time

1. The delivery time shall start at the date of receipt of (a) the 1<sup>st</sup> payment term and (b) the acceptable bank commitment, respectively as per (x) the relevant payment terms, as set forth in the applicable document under Section IV.2.a), b), or c) and (y) under Section IV.4..
2. The agreed delivery time is met if, within that period the Goods have been delivered according to the agreed trade term or Seller has notified Buyer that the Goods are ready for shipment.
3. Should delay in delivery be caused by force majeure as per IX.1., a reasonable extension of the delivery time shall be granted. The same shall apply, if delay in delivery is caused by force majeure occurring at Seller's sub supplier's works.
4. If the Buyer fails to take delivery on due date, he shall nevertheless make such payments as are conditional on delivery as if the Goods had been delivered. The Seller shall arrange for the storage of the Goods at the risk and cost of the Buyer. If the Goods are stored at the Seller's works, the fee for storage shall be at least 0,5% of the purchase price for each month of storage with the following minimum amounts:

Goods' Weight (in Kg)	Minimum Amount for the Storage of Goods (in EUR)
From 0 to 500	500
From 501 to 2.000	650
From 2.001 to 5.000	850
From 5.001 to 10.000	1.250
From 10.001 to 20.000	1.650
Above 20.001	2.150

## VIII. Passing of Risk and Taking Over

1. The risk for the Goods shall pass at the latest on delivery according to the agreed trade term. This shall apply also in the event of partial shipment or in the event that the Seller has to perform additional services, such as payment of freight or further shipment or erection.
2. If shipment is delayed due to circumstances attributable to the Buyer, the risk shall pass on the date on which the Goods are ready for shipment. The Seller shall arrange for such insurances at the cost of Buyer as requested by the Buyer.
3. Buyer shall take delivery of the Goods supplied, even if the same show minor deficiencies, without prejudice to his rights under X. Partial shipments shall be permitted.

4. Any expenses related to transportation, insurance, customs, excise, maintenance or delivery on site, shall be borne by the Buyer, at his own risk, and he shall duly check shipments on arrival and exercise, if necessary, his means of redress against the transporter, even if the shipment is effected free. If shipment is not checked by Buyer at destination, Seller has no responsibility in case of defect or damage occurring during transportation.

## IX. Reservation of Title

The Goods shall remain the property of the Seller until paid in full to the extent that such retention of property is valid under the law of the area where the Goods are located. If retention of property is not valid under such law, the Seller reserves and may exercise any other right related to the Goods as permitted by such law. The Buyer shall at the request of the Seller assist him in taking any measures necessary to protect the Seller's title to the Goods or any such other rights in the country concerned. In these cases the Buyer shall not grant any pledge or lien or other right or transfer title in the Goods to any third party. In the event that the Goods are seized by any third party, or a pledge or lien is granted by court order to such third party, Buyer shall notify the seller thereof immediately.

## X. Liability for Defects of the Goods

The Seller shall be liable for defects of the Goods including but not limited to any failure to meet any guarantees or promises in respect of properties of the Goods or any errors or omissions in the Services, to the exclusion of any further claims notwithstanding, however, XIII. as follows:

A) Guarantee on goods which are not manufactured and/or assembled by the Seller:

These parts, which are resold by the Seller, are delivered to the Seller by manufacturers of good repute. Such parts are resold under their Trademark or Tradename and their manufacturer's guarantee shall be applicable to them. Therefore the Seller shall grant a guarantee limited to 6 months after delivery on site but not later than 12 months after shipment date.

The Seller's obligations in connection with such parts shall be expressly restricted to the above provisions.

B) Guarantee on Goods manufactured and/or assembled by the Seller

1. The Seller shall remedy any defect of the Goods resulting from faulty design, Services, materials or workmanship at his reasonable option by replacement or repair of the defective parts or correcting or completing the Services, as applicable. Seller's liability shall be limited to defects which appear within 12 months of putting the Goods into operation. The Buyer shall notify the Seller immediately of any defect which appears. If delivery, erection or putting into operation of the Goods are delayed without Seller's fault, Seller's liability shall be limited to 18 months after the transport document date at the latest.

2. Any work resulting from guarantee obligations shall be effected, in principle, in Seller's workshops, after the Buyer has returned the defective equipment or parts to be repaired or replaced. However, if due to the nature of such equipment the repair must take place on site, the Seller shall bear any labour costs resulting from such repair, excluding any time spent on preliminary work and research or any disassembling or reassembling operations made necessary by the utilisation or position of such equipment and related to elements which are not included in the incriminated supplies. Such parts as shall be replaced at Seller's cost shall be returned to the Seller and become again the Seller's property.

3. The Seller shall not be liable for normal wear and tear or for defects or damages caused by circumstances out of Seller's control such as but not limited to: Faulty or negligent erection, start-up, operation, treatment, maintenance, civil works, or chemical, electrochemical or electrical influences, except if due to Seller's fault, material supplied by the Buyer or designs provided or requested by the Buyer, deviations from the conditions for location or operation stipulated in the Contract or to be reasonably expected.

4. The Buyer shall grant to the Seller the necessary time and opportunity to effect any repairs or replacement. The Buyer shall only be entitled to remedy any defects at the Seller's cost in cases of imminent danger seriously affecting the operational

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safety or to avoid excessive damages, in which cases the Seller must be notified immediately, or in the event that the Seller has failed to remedy a defect within a reasonable period notified in writing by the Buyer to the Seller.

5. To the extent that the notification of defect is justified, the Seller shall bear all direct costs necessary for the repair or replacement of the Goods, including delivery according to the agreed trade term, and, to the extent this can reasonably be expected from the Seller, the reasonable cost of providing his specialists. All other costs shall be borne by the Buyer, such as but not limited to costs for dismantling and reassembling of equipment other than the Goods, if this is necessary to remedy the defect, as well as cranes and tackles, if necessary, transport and travel cost between the place of delivery and the location of the Goods, as well as any and all custom and importation taxes and duties arising out of or in connection with the delivery of the repaired or replaced Goods to the Seller's premises or nearest seaport on a FCA (Free Carrier) or FOB (Free On Board) basis, at the Seller's discretion, according to Incoterms® latest edition.
6. The Seller shall be liable for any defects in the repair or replacement in the same manner as for the Goods. This liability shall be limited to 12 months from completion of the repair or replacement but shall never exceed a period of 12 months after the end of the initial warranty period.
7. If due to Seller's fault the Goods are defective or cannot be used as intended by the Contract due to failures or errors in Services, advice or consulting carried out before or after formation of the Contract, or in other contractual services such as operation or maintenance instructions or manuals, the provision of X. and XIII. shall apply accordingly, to the exclusion of any further claims.
8. Seller is not liable for any liquidated damages (including but not limited to non performance and delivery time penalties).

### XI. Patent Indemnity

In the event that the Goods or any part thereof when properly used by the Buyer are subject to intellectual property rights of a third party, the Seller shall at its option either make available to the Buyer the rights in question, or modify the Goods at its own cost so as to make it not infringing, or defend the Buyer from such suit or action against the Buyer for infringement of third party intellectual property rights, always provided, however, that

the Buyer shall have given to the Seller prompt and timely notice of any such alleged infringement, suit or action;  
the Buyer provides reasonable support to the Seller in defending against such suit or action, or makes the Goods available for modification, respectively;  
the Buyer does not admit the alleged infringement, settle or compromise any such suit or action without Seller's prior written consent and that the defense shall be under the direction of the Seller;  
the infringement is not due to an instruction of the Buyer;  
the alleged infringement is not due to any unauthorized modification, expansion, or use of the Goods.

### XII. Force Majeure

1. Neither party shall be liable to the other party for its failure or delay in performing its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any circumstance not under the party's reasonable control and occurring after formation of the Contract, or, if occurred prior to the formation of the Contract, to the extent its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract, such as, but not limited to:  
Industrial disputes and any other circumstance beyond the control of the parties such as fire, storm, earthquake, flood, accidents, shipwreck, war (whether declared or not), military mobilization, insurrection, acts of terrorism, kidnapping and other criminal assaults against Seller's personnel, transport accidents, requisition, seizure, embargo, government action, restrictions in the use of power, casting rejects, serious diseases, epidemics and pandemics and associated consequences, and defects or delays in deliveries by sub suppliers or subcontractors caused by any such circumstances referred to in this clause.

Seller shall be exempted to fulfill any of its obligations under or in connection with this Agreement if and to the extent that the performance of such obligation is in violation of or otherwise

inconsistent with any legislative or regulatory provision or regulation.

2. The party claiming to be affected by force majeure shall without delay notify the other party in writing of the occurrence and on the termination of such circumstance.  
If force majeure prevents or delays the fulfilment of Buyer's obligations, he shall compensate the Seller for expenses incurred in securing and protecting the Goods as well as for interest on delayed payments.
3. Either party shall be entitled to terminate the Contract by notice in writing to the other party if performance of the Contract is suspended under this clause for more than six months.

### XIII. Cancellation by the Buyer and Other Liability of the Seller, Limitation of Liability

1. If delivery time of the Goods is exceeded for reasons solely attributable to the Seller, and if the Goods are not yet delivered, the Buyer may notify the Seller stating a reasonable period with the express statement that he will refuse to take delivery after the expiry of the said period. If the Seller fails to meet such period due to his fault, the Buyer may cancel the Contract.
2. If the Seller fails to remedy any defect of the Goods for which he is liable within a reasonable period stated in a written notification of the Buyer to that effect, or if it is impossible to remedy the defect, the Buyer shall be entitled to a reasonable reduction of the purchase price. If this is not reasonably acceptable to the Buyer because of the nature of the defect, the Buyer may cancel the Contract.
3. Buyer's right to cancel the Contract shall be limited to the defective or delayed part of the Goods except if partial acceptance of the Goods cannot reasonably be expected from the Buyer.
4. THE REMEDIES OF BUYER AS SET FORTH HEREIN AND IN THE CONTRACT ARE EXCLUSIVE, THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS OR GUARANTEES BY SELLER OTHER THAN THOSE SET FORTH IN THE CONTRACT, AND NO WARRANTIES OR GUARANTEES BY SELLER (OTHER THAN WARRANTY OF TITLE) SHALL BE IMPLIED OR SHALL ARISE OR BE CREATED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SELLER'S TOTAL AND AGGREGATE LIABILITY ARISING UNDER, OUT OF, OR IN CONNECTION WITH THE CONTRACT SHALL UNDER NO CIRCUMSTANCES EXCEED 10% (TEN PER CENT) OF THE CONTRACT PRICE. ANYTHING IN THE CONTRACT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER, WHETHER BY REASON OF ANY BREACH OF THE CONTRACT OR OF STATUTORY DUTY OR IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR STRICT LIABILITY FOR LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF USE, LOSS OF CONTRACT OR FOR ANY FINANCIAL OR ECONOMIC LOSS OF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY DESCRIPTION.

5. To the extent that the Buyer serves the Seller with a written notice for cancellation of the Contract for its convenience, the Seller shall promptly cease all further works being related to the Contract.  
As a consequence for such cancellation, the Seller shall be entitled to claim for cancellation costs, which shall include, but not be limited, to the following costs:
  - i. Incurred costs for engineering, manpower, workmanship and raw materials up to the date of the cancellation notice;
  - ii. Incurred costs for amending or terminating existing bank commitments related to the Contract;
  - iii. Termination costs claimed by the Seller's contractors and suppliers;
  - iv. Waste disposal costs, provided that the Goods (or parts thereof) cannot be re-used by the Seller;
  - v. Reasonable overheads and profits.

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The above cancellation costs shall be assessed by the Seller, acting reasonably.

Unless agreed otherwise by the Seller in writing, the Seller shall retain title to and risks of the Goods.

### XIV. Venue, Arbitration, Applicable Law

1. If not settled amicably within a reasonable time period, all disputes arising out of or in connection with the Contract shall be finally and conclusively settled by arbitration in accordance with the Arbitration rules of the International Chamber of Commerce by one or more arbitrators nominated in accordance with the said rules. The arbitration shall be held in Paris, France in the English language.
2. The Contract shall be governed by and construed in accordance with French law, to the exclusion of its rules for the conflict of laws and the Vienna UNCITRAL law (CISG).

### XV. Voidness in Part

Should any provision in these Conditions or in the Contract prove to be void, ineffective or inoperable, the validity of the remaining provisions shall not be affected. The Buyer and the Seller shall be obliged, however, in such a case to replace the respective provision by a valid and operative provision which meets as closely as possible the purpose of the original provision.

### XVI. Compliance with applicable laws and regulations

Seller and Buyer hereby unreservedly agree to strictly abide by any and all supranational, national, federal, provincial and local laws, regulations, directives, by-laws and other applicable obligations directly or indirectly related to fair trade practices, embargoes, importation and exportation control and other sanctions edited by the Organization of the United Nations, the European Union and/or any governmental body of the United States of America (including without limitation the US Bureau of Industry and Security) (collectively, and including any future amendments, the "RULES").

Furthermore, in addition to the RULES set forth in the above paragraph, Seller, has developed and implemented a Code of Business Integrity (the "CoBI"), which integrates mandatory requirements and principles which are substantially linked to the RULES themselves. The CoBI can be acknowledged and read at the following Internet address : [www.turbo-controls.com](http://www.turbo-controls.com)

Consequently, Seller will not proceed with any sale (including any ancillary activities linked thereto) for which Seller would have sound and reasonable grounds to believe that the forecasted business transaction is likely to involve a prohibited (i) party (either a legal or a natural person), (ii) final purpose and/or (iii) final destination according to the RULES or the CoBI.

By accepting the Contract, the Buyer hereby certifies and agrees that:

- a) The Buyer will be fully compliant and act in strict accordance with the RULES and the CoBI;
- b) The Buyer will not cause Seller to breach in whole or in part any of the obligations contained in the RULES and/or in the CoBI; and
- c) The Buyer will, at the earliest stage of the proposal, disclose to Seller all information in its possession with respect to exportation of concerned Goods:
  - 1-To Cuba, Iran, North Korea, Sudan, South Sudan, Syria, Russia, Ukraine and Venezuela (or any other sanctioned country);
  - 2-To any single prohibited or denied person or entity listed in the RULES
  - 3-For any illegal purposes, including the following final purposes, and their development:
    - Nuclear/chemical/biological/ballistic or strategic activities corresponding to the dual use of goods regulation
    - Terrorist activities or activities which can be used within the framework of population repression.

The Buyer hereby agrees to abide by the RULES and the CoBI, and to defend, indemnify and hold Seller harmless from any losses, damages, expenses, costs (including attorneys' fees) arising out of or in connection with the breach (either in whole or in part) of the RULES and/or the CoBI. As well, in case of a breach of the RULES and/or the CoBI, Seller reserves the right to (i) terminate this Contract without further liability (ii) terminate any on-going sale

agreement with the Buyer without further liability, and to (iii) withdraw any proposal or quotation, without any further liability for Seller.

### Article XVII – Denied Party & Embargo Clause

For the purpose of this clause, the following definitions shall apply:

- i. "Embargo" shall mean any law or regulation that directly or indirectly prohibits certain activity, export, re-export and/ or direct and indirect transactions or dealings with certain persons or entities.
- ii. "Denied Party" shall mean a party, to whom Seller (i) cannot sell to, (ii) cannot directly or indirectly provide an economic resource to, and/or (iii) cannot otherwise deal with according to Embargo. A party, who controls, is controlled by or is under common control with a Denied Party according to the aforementioned definition, shall itself also be considered as a Denied Party. An entity is deemed to control another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority, or to otherwise direct the affairs or management of the other entity.

#### 1. Denied Party Status

The Buyer warrants and represents that, at the time of effectiveness of this Contract with the Seller, Buyer itself is not a Denied Party.

The Buyer shall notify the Seller in writing without delay whenever the Buyer becomes a Denied Party. Further the Buyer warrants and represents that it will not cause Seller to directly or indirectly deal with a Denied Party at any time.

#### 2. Embargo

2.1 The Seller may suspend performance of any or all portion(s) of this Contract with immediate effect at any time by notice in writing to the Buyer:

- 2.1.1 if Buyer becomes a Denied Party; and/or
- 2.1.2 if an Embargo, directly or indirectly affecting the performance of the Contract by the Seller, is imposed or re-imposed; and/or
- 2.1.3 if the relevant authorities in connection with an Embargo do not grant necessary permits or approvals for export of any deliverables under the Contract, prohibit further performance of any or all portion(s) of this Contract and/or otherwise affect the performance of the Contract by the Seller.

2.2 In the event of suspension pursuant to Article 2.1, Buyer shall (i) reimburse to Seller any and all cost in connection with the suspension, such as, without limitation, work already performed, storage, de- and remobilisation, suspension or cancellation cost for subcontracts, increase of procurement costs, etc. and (ii) agree to a reasonable change order including extension of time. Furthermore, the Seller shall be entitled to overhead and reasonable profit on such cost.

2.3 Without prejudice to Seller's rights pursuant to Article 2.1 and 2.2 and to the extent permitted by Embargo and/or other laws, Seller and Buyer may mutually evaluate, if a continuation of the Contract in a different setup is possible. In such case, Buyer will agree to Seller's reasonable change order proposal including extension of time and additional cost.