

# STANDARD TERMS & CONDITIONS FOR SUPPLY OF ADVISORY & ERECTION SERVICES (STC)

## 1. DEFINITIONS

SELLER's PERSONNEL:	Technical Personnel provided by AC-Tech Ltd to Site to provide the SERVICES
SELLER:	AC-Tech Ltd
BUYER:	The purchaser its representatives and/or its agents
PARTY:	SELLER or BUYER
PARTIES:	SELLER & BUYER
SITE:	The location where the SERVICES are to be provided. This can be either the premises of the BUYER or the Home Office of the BUYER
CONTRACT:	Agreement between SELLER and BUYER based on the present STANDARD TERMS AND CONDITIONS FOR SUPPLY OF ADVISORY & ERECTION SERVICES
SERVICES:	Technical advice including engineering for components and systems and for the installation, overhaul, repair, maintenance, commissioning or operation of equipment or systems and/or erection services for the installation, overhaul, repair and maintenance of equipment or systems and/or as specified in detail in the offer of the SELLER to the BUYER.

## 2. CONTROLLING TERMS AND CONDITIONS

Any conduct which recognizes the existence of a CONTRACT shall constitute acceptance by both PARTIES of the terms and conditions stated herein.

Any additional or different Terms and Conditions by the BUYER are objected and will not be binding to SELLER unless specifically accepted in writing by SELLER's authorized representative prior to the provision of the SERVICES. Any CONTRACT execution by the SELLER shall also not constitute a consent to contractual terms other than the this STC

## 3. SCOPE OF SERVICES

### 3.1 ADVISORY SERVICES

SELLER shall provide technical advice including engineering for components and systems and for the for the installation, overhaul, repair, maintenance, commissioning or operation of equipment or systems.

These SERVICES have the purpose of:

- Advising BUYER on technical issues including performance of engineering calculations, drafting of drawings etc.
- Advising BUYER-provided erection contractors or SELLER's own erection personnel
- Advising BUYER and inspecting installations and/or equipment in service or during overhaul, maintenance or repair

### 3.2 ERECTION SERVICES

SELLER shall provide erection services for the installation, overhaul, repair and maintenance of equipment or systems.

#### **4. BUYER RESPONSIBILITY**

SELLER shall only be obliged to perform the SERVICES provided the BUYER has fulfilled all his contractual obligations, preparatory measures and preliminary work and has obtained all required permits. In particular BUYER shall:

- Give SELLER timely notice (at least seven business days in advance) of its requirement for SELLER's PERSONNEL in order to allow proper scheduling of SELLER's PERSONNEL.
- Provide SELLER's PERSONNEL a safe place to work in accordance with all applicable laws, regulations, or codes relevant to the SERVICES and to the country where the SERVICES will be provided.
- Provide safety induction training for SELLER's PERSONNEL
- Provide and maintain suitable access to the SITE and any appropriate security measures to and from and at the SITE.
- Provide at no cost to SELLER equipped and furnished office facilities at SITE including communication services such as phone and internet services.
- Provide at no cost to SELLER sanitation and first aid facilities at SITE.
- Provide all risk erection and plant insurance which include all activities of SELLER's PERSONNEL, under exclusion of all rights of recourse against SELLER.

#### **5. WARRANTY AND REMEDY**

SELLER shall perform the SERVICES in a workmanlike manner consistent with industry standards applicable at the time and place where such SERVICES are performed. No other guarantee or warranty is made with respect to the SERVICES and SELLER assumes no other responsibility or liability whatsoever.

Should the SERVICES provided by SELLER be defective and the BUYER promptly upon discovery reports such defect but in any case within six months from the date of performance of the SERVICES, SELLER shall remedy the defective part of the SERVICES at no cost to the BUYER. Remedy of the defective part of the SERVICES shall be BUYER's exclusive remedy and SELLER's entire liability with respect to such non conformity subject to the limitation set out in clause 7.

#### **6. INSURANCE**

SELLER shall provide the following insurance coverage and maintain it in place until completion of SERVICES:

- Third party liability insurance covering bodily injury and property damage caused by operations carried out by and under the responsibility of the SELLER with a combined single limit of EUR200.000 per occurrence and in the aggregate

#### **7. LIMITATION OF LIABILITY**

SELLER shall under no circumstances be liable for loss of profits, anticipated revenue, interest, loss by reason of plant shut-down or non-operation, cost of substitute power, equipment, facilities or services, additional usage of fuel or utilities, cost of removal of defective equipment, delays of installation works, or completion of the project or plant, demurrage, fines or penalties imposed by authorities or claims of BUYER or its customer for such damages, or for any incidental, indirect, or consequential damages, whether or not such loss or damage is based in contract, warranty, tort, indemnity or otherwise. Furthermore, SELLER's maximum aggregate liability for any claim arising out of the CONTRACT or the SERVICES performed shall not exceed 50% of the amount invoiced for the SERVICES giving rise to such claim.

The limitation of SELLER's liability shall not apply, however, where SELLERs has been found guilty of Willful Misconduct or Gross Negligence or Cause of Personal Injury. The burden of proof of SELLER's Willful Misconduct or Gross Negligence or Cause of Personal Injury lies with the BUYER.

All liabilities of the SELLER arising out of the CONTRACT shall terminate 12 months after the date of performance of the SERVICES.

## **8. FORCE MAJEURE**

"Force Majeure" shall mean any event, whether foreseeable or unforeseeable, which is beyond the reasonable control of either PARTY and affects the performance of the CONTRACT and shall include, without limitation, acts of God, regulations or laws of any governmental authority, terrorism, war, civil commotion, riot, explosion, lightning, fire, flood, earthquake, severe weather, sabotage, epidemic, pandemic, sanctions, strike, lockout or other industrial disturbance.

The PARTY affected is entitled to suspend the performance of its obligations under the CONTRACT if the fulfilment is impeded or unreasonably onerous due to Force Majeure, The PARTY affected shall promptly notify the other PARTY of the delay and all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations.

If the period of suspension or reduction of operations will extend for more than 180 days, then either PARTY shall be entitled to terminate the CONTRACT by written notice to the other PARTY. No delay or non-performance by either PARTY caused by the occurrence of Force Majeure event shall give rise to any claim for damages.

The price and schedule quoted or accepted by the SELLER is SELLER's best reasonable estimates based on the information currently available on the impact of the COVID-19 pandemic on the timing and costing associated with sourcing, manufacturing, transportation and travelling of personnel.

This proposal is submitted by the SELLER during the COVID-19 Pandemic declared by the World Health Organization and the SELLER cannot anticipate or plan for any potential adverse supply chain or logistics impacts the pandemic may have on the cost or schedule due – but not limited - to government action in countries where the equipment will be designed, manufactured, procured, shipped, delivered or where other work and/or services will be performed. The SELLER will work together with the BUYER to minimize any impact to the extent reasonably possible but in no case shall SELLER be liable for any increased costs and/or delayed deliveries resulting in connection with the pandemic.

## **9. CONFIDENTIALITY**

The BUYER acknowledges that any information, submitted by the SELLER to the BUYER in connection with the CONTRACT, are SELLER's confidential and proprietary information, which the BUYER agrees not to disclose to third parties without the prior written consent of the SELLER. The BUYER further agrees to use the drawings and information submitted in connection to the CONTRACT exclusively for the execution of the CONTRACT. In case of BUYER orders which are based on third-party documents submitted by the BUYER to the SELLER, the SELLER assumes that the BUYER has the necessary rights of use. BUYER shall indemnify and hold SELLER harmless from any third party claims in this respect.

## **10. NOTICE**

Service of all notices under the CONTRACT shall be sufficient if given by post, or email at the address set forth in the CONTRACT. All notices shall be effective upon receipt.

## **11. INDEPENDENT CONTRACTOR**

It is expressly understood that SELLER is an independent contractor, and neither the SELLER's PERSONNEL nor the SELLER are servants, agents, partners, or employees of the BUYER.

## **12. GENERAL CONDITIONS**

The CONTRACT shall be governed by Cypriot law.

All disputes or claims arising out of or in connection with this CONTRACT, including disputes relating to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or three arbitrators appointed in accordance with the said Rules. The place of arbitration being in the territory of the Republic of Cyprus and the language of the arbitration proceeding shall be English.

As far as not stipulated in the aforementioned clauses the following conditions shall apply: "ORGALIME GENERAL CONDITIONS FOR MAINTENANCE – M2000".