

General Purchase Conditions

1. Scope and conclusion of contracts

1.1 These general purchase conditions ("Conditions") shall apply to and form an inextricable and integral part of any offer, its acceptance ("Purchase Order") or agreement of or between Voith Saudi Arabia Services LLC ("Customer") and any party supplying goods or services to the Customer ("Supplier"). Other general standard terms and conditions, in particular standard terms and conditions of the Supplier, shall not apply even if they are not expressly objected to in an individual case or if ordered goods or services have been accepted without reservation.

1.2 Should an individual provision in any offer, Purchase Order or agreement be contrary to a provision of these Conditions, the individual provision of these Conditions shall prevail, unless otherwise expressly agreed between the Customer and the Supplier in writing.

1.3 Any offer, Purchase Order or agreement of or between the Customer and the Supplier for the purpose of performing the contract shall only be valid if made in writing. Transmission by fax, remote transmission or email shall meet the requirements for the written form.

2. Place of performance, delivery, consequences of failure to meet delivery times

2.1 Unless otherwise agreed, the place where the goods shall be delivered or where the services shall be rendered shall be at the premises of the Customer ("Place of Performance").

2.2 Agreed delivery times shall be binding. The Customer shall be notified immediately of any circumstances that may prevent the delivery time from being met. Delivery at the Place of Performance shall be relevant to determine whether the delivery time has been met.

2.3 Partial supplies of goods or services shall require the prior written consent of the Customer.

2.4 In case of a delay in supply, the Customer shall be entitled to demand flat-rate default damages equal to 1% of the price of the Purchase Order to which the delayed goods or services belong for each full week by which the supply is delayed but up to a maximum of 10% of the price of the Purchase Order to which the delayed goods or services belong. The Customer shall retain the right to prove that the losses are higher and the Supplier shall retain the right to prove that the losses are significantly lower or that no losses at all have incurred. Other rights (including, but not limited to, termination, rescission and claims for damages instead of performance) shall remain unaffected.

2.5 The unconditional acceptance of the delayed supply of goods or services shall not imply that the Customer is waiving any rights that the Customer may have to receive compensation on account of the delayed supply of goods or services.

3. Supply of spare parts

The Supplier shall ensure that spare parts for the goods delivered shall be available for a minimum of ten years after the manufacture of the product series has ceased. The resources and drawings required to produce the spare parts shall also be kept for this period. This retention obligation shall lapse after the end of the said period and upon written agreement by the Customer. It shall only be permitted to refuse this retention if there is a good reason to do so.

4. Prices, transfer of risk, terms of payment

4.1 Prices offered shall be binding and exclusive of statutory value-added tax, if any. Transfer of risk, scope of obligations and division of costs shall be according to the Incoterm "Delivered At Place" (DAP, ICC Incoterms 2020).

4.2 Invoices shall be sent to the address specified in the Purchase Order and shall state the number of the Purchase Order. If the Purchase Order is missing, invoices cannot be paid and will be returned to the Supplier. The Customer shall not be responsible for delays resulting from this. A separate invoice shall be issued for each Purchase Order. The invoice shall be structured in accordance with the Purchase Order. Any invoices for down payments and partial payments as well as final invoices shall be identified as such. If services have

been rendered, worksheets (reports) signed by the Customer and the Supplier must be attached to the invoices.

4.3 Invoices issued from the Gulf Cooperation Council (GCC) countries and bearing legal VAT shall be issued bilingual in English and Arabic.

4.4 Any invoice shall be settled within thirty (30) calendar days after delivery of the goods or rendering of the services and receipt of the original invoice by the Customer.

4.5 Unconditional payments shall not constitute acceptance, approval of the goods or services supplied or the waiving of claims for defects.

5. Acceptance testing

If the Supplier has to render services, a formal acceptance thereof by the Customer shall be required. The Customer may choose at its sole discretion whether to carry out the acceptance test at the Supplier's plant or at the Place of Performance.

6. Shipping

6.1 Notification of shipment of the goods shall be given at the latest when the goods leave the Supplier's premises.

6.2 The Supplier shall specify the number of the Purchase Order and the Customer's exact delivery address on all shipping documents and delivery notes. If the Supplier fails to do so, the Supplier shall be responsible for all resulting delays.

6.3 The applicable shipping instructions shall be specified in the Purchase Order and shall be adhered to by the Supplier.

6.4 Shipments for which the Customer is bearing all or part of the freight costs shall be transported using the most cost-effective freight rates and in accordance with the Customer's shipping specifications.

7. Packaging

7.1 The Supplier shall pack the goods that need to be transported in accordance with the Purchase Order and the applicable specifications so that the goods will not be damaged if they are handled in a normal way.

7.2 Irrespective of whether the packaging that is being used is transport packaging, retail packaging or an outer protective wrapping, the Supplier shall take it back after use without any additional charge and shall reuse or recycle it, insofar as technically possible.

8. Notice of defects

The Customer shall check incoming deliveries of goods for correct quantities, damage during transportation and obvious defects insofar and as soon as this is expedient in the ordinary course of business. Defects shall be reported to the Supplier within five (5) working days of discovery, not including the day of discovery. The Customer reserves the right to carry out more detailed checks on incoming goods.

9. Liability for defects

9.1 The Supplier warrants to the Customer that the ordered goods or services are free of defects and legal imperfections in title at the time of transfer of risk.

9.2 If the Customer informs the Supplier of the intended use and place of use of the goods or services to be supplied, the Supplier warrants that the goods or services are suitable for that use and place.

9.3 If an imperfection in title exists, the Customer shall be entitled to statutory rights in terms of replacement and/or damages.

9.4 If goods delivered are defective, notwithstanding whether the defect has arisen prior to the sale of these goods or thereafter, the Customer shall have at any time the right at its sole discretion to return the defective goods to the Supplier against reimbursement of any monies paid, to receive non-defective replacement goods or to obtain a reduction in price while keeping the defective goods.

9.5 If the services rendered are defective and the defect cannot be remedied, the Customer shall have the right at its sole discretion to rescind the contract immediately. If the services rendered are defective and the defect can be remedied, the Customer shall have the right to

obtain rectification of the work by the Supplier within a reasonable period of time. If such period expires before the rectification of the defect has been done, the Customer shall have the right at its sole discretion to either rescind the contract immediately or to have the work completed by a third party at the expense of the Supplier.

9.6 The Supplier shall bear the transportation costs for the supply of any substitute. If during rectification of a defect or the supply of a substitute removal or installation costs are being incurred, the Supplier shall bear these costs if the Supplier was under the obligation to install the supplied item as part of the supply or if the Supplier was responsible for the defect.

9.7 No claim concerning a defect shall be brought by the Customer – except in cases of intention to deceive – after the lapse of eighteen (18) Gregorian months after the goods were delivered or the services were accepted after being rendered. If the Supplier meets its obligation to remedy a defect by rectification or replacement, the said period of limitation for remedied goods or services shall commence anew after the goods have been delivered or the services been rendered.

9.8 If claims are brought against the Customer by a third party due to the infringement of its rights in connection with the Supplier's goods or services, the Supplier shall be obligated to indemnify the Customer against these claims at its first written request. The Supplier's obligation to indemnify the Customer shall extend to all expenses necessarily incurred by the Customer from or in connection with the said claims, including, but not limited to, legal costs.

10. Software

The Customer shall be entitled to use any software that is part of the scope of delivery, including, but not limited to, the documentation for it, with the agreed features and to the extent necessary for ensuring use of the software in compliance with the contract or as permitted by law. Before the software is shipped or installed on a system of the Customer or its end customers, the Supplier shall scan it for viruses, Trojans and other computer malware using up-to-date, customary antivirus programs and shall eliminate any such malware.

11. Quality assurance

11.1 The Supplier shall continuously monitor the quality of its goods by using a suitable quality assurance system such as DIN EN ISO 9001 or a comparable system and conduct the quality checks and inspections specified by the Customer or which are otherwise appropriate during and after the manufacture of its goods. The Supplier shall document these inspections and retain the inspection reports for a period of ten (10) years.

11.2 The Customer or a person engaged by the Customer shall have the right at any time to obtain proof from the Supplier that the delivery items and the quality assurance system of the Supplier are of the quality specified in the contract and to ascertain at all times that the quality and/or the way in which the checks and inspections are carried out at the plant of the Supplier or the sub-suppliers are adequate, and to undertake acceptances or an audit at the plant of the Supplier or its sub-suppliers, at the Supplier's expense.

11.3 Spontaneously without being requested to do so, the Supplier shall immediately, in the form set out in Section 1.3 of these Conditions, inform the Customer of changes in the composition of the processed materials or design of its goods or services. Any changes shall require the prior written consent of the Customer.

11.4 Where the Supplier intends to arrange for goods or services to be provided wholly or mainly by a sub-supplier, the Supplier shall inform the Customer beforehand and any such subcontracting shall require the prior written consent of the Customer.

11.5 The quality assurance policy of the Customer disclosed to the Supplier and the quality assurance agreements concluded with the Supplier shall be part of the contract.

12. Marketing products and product liability

12.1 The Supplier shall comply with all legal requirements that apply at its registered office and the Place of Performance.

12.2 If the Supplier supplies products that fall under the scope of application of a European Directive for first-time marketing, such as the EU Machinery Directive, Pressure Equipment Directive, EMC Directive, etc., the Supplier shall comply with the relevant health and safety requirements and processes specified in them and issue the documents provided for in these. In case of partly completed machinery according to the EC Machinery Directive No. 2006/42/EG, the Supplier shall pro-

vide the Customer with a declaration of incorporation according to Annex II B of the EC Machinery Directive in the form requested by the Customer (extended declaration of incorporation) and shall also provide instructions for use in accordance with Section 1.7.4 of Annex I of the EC Machinery Directive. The Supplier shall, at the discretionary request of the Customer, hand over to the Customer all relevant risk assessments that the Supplier has produced or allow the Customer to inspect them.

12.3 If the Supplier is responsible for damage outside the supplied goods and claims are asserted against the Customer pursuant to regulations on product liability, the Supplier shall be obligated to indemnify the Customer in this regard against claims for damages by third parties upon first demand if the cause of the damage is within the sphere of responsibility of the Supplier and the Supplier itself is liable towards third parties. As part of its liability, the Supplier shall also be obligated to reimburse any expenses incurred by the Customer from or in connection with any warning issued or recall measure conducted by the Customer. Where possible and reasonable, the Customer shall inform the Supplier of the content and scope of the measures to be performed and coordinate them with the Supplier. Other claims pursuant to regulations on product liability shall remain unaffected.

12.4 The Supplier shall take out product liability insurance with a minimum cover of EUR 1,000,000 (or the equivalent amount in any other currency) per claim. The said insurance shall not prejudice the Customer's right to raise more extensive claims for damages.

13. Safety at work, environmental protection, conflict minerals

13.1 The Supplier shall ensure that its goods and services satisfy environmental protection, accident prevention and occupational safety regulations that apply at the Customer's site or the Place of Performance as well as with other safety-related rules so that negative effects on people and the environment are avoided or reduced to the minimum technically possible.

13.2 Furthermore, the goods shall not contain asbestos, biocides or radioactive material. If the goods do contain such substances, the Customer shall be notified thereof in writing before the delivery, stating the substance, the identification number (e.g. CAS No.) and a current safety data sheet. The supply of these delivery items shall require a separate prior written consent of the Customer.

13.3 The Supplier shall, through appropriate measures in its organization and with reference to its own supply chain, work towards ensuring that the products to be delivered to the Customer do not contain conflict minerals as defined by Sections 1502 and 1504 of the United States Dodd-Frank Act (including, but not limited to, columbite-tantalite (coltan), tin, wolframite, gold and their derivatives originating from the Democratic Republic of Congo and its neighboring states).

13.4 The Supplier shall be obligated to indemnify the Customer from all liability in relation to the Supplier's non-compliance with the regulations mentioned in this Section 13 and to compensate the Customer for losses incurred as a result of the Supplier's non-compliance with such regulations or in relation thereto.

13.5 The Supplier shall observe the relevant rules for the disposal of waste and residual materials and make the Customer aware of any product treatment, storage and disposal requirements.

14. Reservation of title, models, tools, confidentiality

14.1 The Supplier shall not reserve its ownership title and any stipulation to the contrary shall be void.

14.2 Where the Customer provides the Supplier with substances, parts, containers, etc., the Customer shall retain ownership of these. The processing or transformation thereof shall be on behalf of the Customer. If the reserved goods are processed with other items that do not belong to the Customer, the Customer shall acquire joint ownership of the new object in proportion to the value of the Customer's property as compared with the value of the other processed items at the time of processing.

14.3 Any models and tools that are produced by the Supplier at the Customer's expense shall become the property of the Customer upon receipt of payment. They shall be treated with care by the Supplier, used exclusively for the manufacturing of the ordered goods, indicated as property of the Customer and – where possible – stored separately from the other products of the Supplier, as well as insured at the expense of the Supplier against disasters such as fire, water, theft, loss and other damage. The Supplier shall carry out in a timely manner any maintenance and servicing work that may be required on the models

and tools and to perform maintenance and repair work at the Supplier's own cost. Resale of the items produced using these models and tools shall not be permitted without the prior written consent of the Customer.

14.4 Documents, drawings, plans and sketches as well as other know-how of the Customer, which the Customer entrusts to the Supplier for producing the ordered goods or services in whatever form, shall remain the property of the Customer. They are deemed trade secrets of the Customer and shall be treated confidentially. The Supplier shall treat them with care, shall make them available only to employees who need them for fulfilling the contract and who are in turn obligated to maintain confidentiality, shall not make them available to third parties, shall make copies thereof only for the purpose of executing the order and shall return all documents, including hard copies and soft copies thereof, to the Customer upon completion of the supply of the goods or services or, if so requested by the Customer, shall destroy them.

15. Data protection

The Customer shall be entitled to collect, store, use and transfer the Supplier's personal data, provided this is required for performing the legal transaction or consent has been obtained from the persons concerned. Persons concerned shall have the right to obtain information on the personal data stored about them and the purpose for which it is being processed and used. Any requests for information or the enforcement of further rights on those concerned must always be submitted to the Customer and shall be provided in compliance with applicable laws and regulations.

16. Origin of goods and export controls

16.1 If requested to do so by the Customer, the Supplier shall provide proof of origin in compliance with the legal requirements applicable on the date on which it is issued. The Supplier shall provide this to the Customer free of charge. If long-term supplier declarations are used, the Supplier shall, upon receipt of the Purchase Order, without being prompted to do so, inform the Customer of changes in the originating status. The actual country of origin shall in every case be stated in the documentation for the transaction, even if there is no eligibility for preferential customs treatment.

16.2 The Supplier shall have an obligation to instruct the Customer about any authorization obligations that may exist if the Supplier's goods are (re-)exported, as required by German, European Union or US federal law as well as other applicable export and customs requirements. For this purpose, the Supplier shall provide such information in the offer and in every invoice regarding the relevant items for the goods: the commodity code, the AL No. (export list number) of the current version of the EC Dual Use Regulation or Part I of the export list (Annex "AL" of the German Foreign Trade and Payment Regulation) and the ECCN (Export Control Classification Number) in accordance with US export legislation.

16.3 At the request of the Customer, the Supplier shall inform the Customer in writing of all further foreign trade data related to the goods and their components, and shall inform the Customer immediately in writing of any changes to the data specified in Sections 16.1 and 16.2. of these Conditions. If the above details are not provided or are provided incorrectly, the Customer shall be entitled to terminate or rescind the contract immediately without prejudice to further claims.

17. Termination and rescission rights

In addition to the Customer's statutory rights, the Customer shall be entitled to terminate or rescind the contract immediately if the Supplier's finances have deteriorated significantly or if there is a risk that this will occur and put at risk the supply of goods or services or if insolvency occurs or if the Supplier suspends payments or if the Supplier comes under the controlling influence of a competitor of the Customer.

18. Corporate responsibility, code of conduct, minimum wage

18.1 The Supplier declares its commitment within the scope of its corporate responsibility to ensure that it complies with legal provisions, including, but not limited to, environmental protection laws, regulations relating to labor law and legislation on employees' health, and does not tolerate child or forced labor in or in relation to the production and sale of its goods or the rendering of its services. Upon making an offer to the Customer, the Supplier further confirms that it shall not commit or tolerate any form of bribery and corruption. In this context, the Customer draws the Supplier's attention to the "VOITH Code of Conduct"

sent to the Supplier. The Customer expects the Supplier to agree to comply with the rules and principles contained therein and provide any assistance to ensure that these are observed.

18.2 The Supplier shall comply with the laws that apply in each case in respect of the general minimum wage and shall impose this obligation to the same extent on its sub-suppliers. The Supplier shall furnish proof that the above assurance has been complied with, if requested to do so by the Customer. If the above assurance is not adhered to, the Supplier shall indemnify and hold harmless the Customer against any claims of third parties as well as the resulting costs (including legal expenses) and shall reimburse fines imposed on the Customer in connection therewith.

19. General provisions

19.1 Persons who work on the Customer's premises or on the premises of companies associated with the Customer must observe the terms of the respective work rules. Liability for accidents that befall these persons on work premises shall be excluded, unless they have been caused by deliberate or grossly negligent infringement of obligations on the part of the Customer's statutory representatives or their vicarious agents.

19.2 The Supplier shall not be permitted to use inquiries, offers, Purchase Orders and the associated correspondence for advertising purposes. The Supplier shall only be allowed to use the business relationship with the Customer or use the Customer as a reference with the prior written consent of the Customer.

19.4 The Supplier shall not assign its claims or rights under the contract with the Customer without its prior written consent.

19.5 The contractual relationship between the Customer and the Supplier shall be governed by and construed in all respects in accordance with the laws and regulations of the Kingdom of Saudi Arabia.

19.6 Any dispute arising out of or in connection with the contractual relationship between the Customer and the Supplier, including, but not limited to, any question regarding its existence, validity or termination, shall be settled by arbitration in Riyadh in the English language administered by the Saudi Center for Commercial Arbitration (SCCA) in accordance with its Arbitration Rules.

19.7 Should any provision of these Conditions, in whole or in part, be or become invalid, void or unenforceable, for whatever reason, the remaining provisions shall remain effective. In such event, the Customer and the Supplier shall replace the provision that is wholly or partially invalid, void or unenforceable with a valid and enforceable provision which comes as close as possible to the invalid, void or unenforceable provision with regard to purpose and economic considerations. The same shall apply in case it subsequently transpires that these Conditions contain unintended omissions.