



## General Conditions for Services

### 1 General

1.1 All activities of GE - hereinafter called "the Supplier" - repair, maintenance, inspection and the like - termed "services" in the following text - are governed solely by the following Conditions, unless otherwise stated in the offer or in the confirmation of the order. Any amendments or supplements to the terms by the Purchaser as well as collateral agreements are binding only, if confirmed in writing by the Supplier.

1.2 All provisions not covered by these Conditions, such as object, location and timing of the services, number of staff and details of the mode of payment shall form the subject of a separate agreement.

### 2 Obligations of the Supplier

The Supplier will render the contractual services with care and in due time and will employ qualified personnel for this purpose.

The Supplier's personnel shall carry out only the works agreed upon under the Contract, or specified in the order as confirmed by Supplier (hereinafter jointly referred to as "Contract"). Should the Purchaser utilize the services of the Supplier's personnel for works outside the scope of the contractual obligations, such services will be charged for in accordance with para 6.1.5. Supplier shall be allowed to use subcontractors and/or to assign responsibilities to third parties.

Purchaser shall not have the right to assign or otherwise transfer any of its rights or obligations under the Contract, except with Supplier's prior written consent.

### 3 Technical documents

Unless otherwise agreed upon, the Supplier will retain the exclusive ownership and copyrights in respect of all drawings and technical documents. The aforementioned drawings and documents may not be copied or duplicated or made available to third parties without the Supplier's express consent. The drawings and documents may be used only in connection with the rendering of the Supplier's services on the basis of these Conditions and shall be returned to the Supplier on request.

### 4 Obligations of the Purchaser to co-operate

Before arrival of the Supplier's personnel, the Purchaser shall at his own expense make all the arrangements necessary on his part to ensure that the work can commence at the agreed date and can be carried out without hindrance or interruption.

The Purchaser shall fulfil the following obligations:

#### 4.1 Technical services

4.1.1 If required, the Purchaser shall provide adequate and suitable means for the transportation of working personnel and of tools, equipment and materials.

4.1.2 In the case of indoor work, the doors and windows must be in place and any wall openings required to bring in the parts for erection must have been provided. The rooms must be lockable. The execution of the work without hindrance requires that all working rooms must be roofed over and in such a state that staying therein is not injurious to health and does not impair the condition of the

material. In particular, concrete forms and building rubble must have been removed.

4.1.3 The Purchaser shall ensure that the necessary railings, covers and other safety devices are fitted in time before commencement of work and are continuously checked and kept in order.

The Purchaser shall further provide at his own expense adequate security measures for the erection site, including the protection of office, storage, working and day rooms, as well as the erection materials, the erection tools and the personal property of the personnel against theft, damage, destruction and other deleterious influences.

4.1.4 The Purchaser shall indicate to the Supplier the location of concealed high-voltage cables, gas, water or similar mains and shall furnish the technical information required.

4.1.5 All parts to be mounted and all materials required for the work, whether provided by the Supplier or procured by the Purchaser or by any third party are to be available on the site or in its immediate proximity at the commencement of work. The building ground must have been levelled before commencement of work and suitable access routes prepared for the transport of the required loads. The Purchaser shall further provide for adequate lighting of the building site.

4.1.6 The Purchaser is responsible for the storage of all parts delivered, materials etc., as far as possible, in a dry, closed and lockable room on the site or in its immediate vicinity. Prior to commencement of work, the parts and materials delivered must be checked by the Purchaser in the presence of the Supplier's staff to make sure that they are complete and undamaged. Materials lost or damaged during storage shall be replaced or repaired at the expense of the Purchaser.

#### 4.2 Performances for the Supplier's personnel

4.2.1 The Purchaser shall procure, at his own expense, all necessary entry, residence and work permits and any further official permits. He shall inform the Supplier's personnel in time of all obligations (registration, etc.) towards the local authorities and assist them in their dealings with such authorities and with the procurement of the necessary documents.

4.2.2 If it is agreed with the Purchaser that he is to grant the Supplier's personnel free board and/or free lodging, this is subject to the provision that:

– the food provided free of charge is wholesome, palatable and sufficient in quantity,

– in the case of free lodging being granted, hotel accommodation or comparable lodgings are available. Should this not be possible, special agreements will have to be made. In tropical regions the Purchaser will make available one air conditioner per bedroom and one refrigerator for each apartment or house.

4.2.3 The Purchaser has to provide in time, in the vicinity of the site, suitable dayrooms and workshop rooms for the Supplier's personnel. The rooms are to be provided with lighting, running water and clean toilets and be suited to the climatic conditions. They must be lockable and heated if necessary and not be accessible to unauthorized persons.

4.2.4 The Purchaser is further responsible for the provision of any protective clothing which is required for the work due



## GE Consumer & Industrial Power Protection

to peculiar circumstances and which is usually not provided by the Supplier.

In the vicinity of the site the Purchaser shall set up a first aid station equipped for treatment in case of accidents. Moreover, he shall make available suitable means of transport for immediate transfer to a hospital.

### 4.3 **Infringement of the obligations to co-operate**

Should the Purchaser fail to perform the obligations required of him as per Para 4.1, 4.2 or otherwise in time or to an adequate extent, the Supplier is then entitled, after unsuccessful notice, to perform such requisite performances failed to be performed (or performed insufficiently) by the Purchaser, himself at the expense of the Purchaser or to have them performed by third parties. Para. 11.2 shall also apply in this event. Alternatively Supplier may cancel the order and can claim any incurred direct and indirect damages.

## 5 **Execution of the works**

### 5.1 **Supervision of work**

The Representative of the Supplier shall be responsible for giving all necessary instructions for the execution of the work.

### 5.2 **Change of the Supplier's personnel**

During the execution of the work, the Supplier is entitled to replace the personnel delegated by him at his expense by other equally qualified personnel.

### 5.3 **Working hours**

If necessary for timely execution of the works, the personnel delegated by the Supplier may also work reasonable overtime in as far as local conditions and climate permit to allow completion of work, however the overtime shall be subject to the following limitation.

Overtime should, not exceed two hours per working day as a general rule.

Regarding the worktime schedule, the Supplier's personnel will be guided by the operational conditions at the Purchaser's premises and by the climatic conditions of the country. The normal working hours should be scheduled however, between 6 a. m. and 8 p. m. on days between Monday and Friday inclusive. No work will be performed on Saturdays and Sundays unless agreed with the Supplier separately in writing.

### 5.4 **Unfavourable working conditions**

If the work is performed under unfavourable conditions, the Supplier will charge additional rates.. Unfavourable working conditions include, among others, considerable differences in temperature as compared with normal Central European conditions, work under the unusually strong influence of dust, dirt, gas, smoke or noise, of highly variable weather conditions and work on sites made exceptionally dangerous due to natural or other circumstances. The Supplier is allowed to refuse without any penalty or detrimental consequence to Supplier performing any work under circumstances that are dangerous to human healthy and which are not acceptable under Supplier's EHS rules or which imply risks of accident.

### 5.5 **Prevention of accidents**

The Purchaser shall take those measures prescribed by law and any other measures necessary for the prevention of accidents at site. He shall inform the Supplier's personnel in writing of the valid safety precautions. The

Supplier's personnel are furthermore bound to observe the accident prevention regulations of the relevant local laws and GE EHS policy.

### 5.6 **Force majeure and impossibility**

If, in consequence of force majeure or other events and measures beyond Supplier's control, it should become evident that the results of the work envisaged upon conclusion of the Contract can no longer be achieved, or should it be necessary to cease work, the Supplier is entitled to rescind the Contract. In this case the Supplier is entitled to claim from the Purchaser for the period up to the cessation of the works all the costs incurred according to para. 6, including the expenses for the return journey of the personnel.

Cases of force majeure are in particular fire, war or warlike acts, riots, insurrections, mobilisation, floods, earthquakes and other natural disasters, epidemics, quarantine measures, strikes, terrorist attacks or threats thereof, lock-outs, requisitioning, restriction of foreign currency transfer, transport restrictions and restrictions in the issue of permits for the personnel; or for the importation and exportation of tools, equipment and materials; unavailability from Supplier's suppliers or refusal of sale or supply by the said suppliers of spare parts that are not GE made.

Should the rendering of the contractual services become wholly or partially impossible for reasons which are the responsibility of the Supplier, the Purchaser shall be entitled to rescind the Contract to the relevant extent or to claim damages. The damages are limited to 5% of the agreed price for the services not rendered due to the impossibility of so doing. The foregoing limitation of liability does not apply in cases where the impossibility is due to malice aforethought or gross negligence on the part of the Supplier.

## 6 **Prices and invoicing**

6.1 The services of the Supplier are invoiced according to contractual agreement either at flat rates, according to time and expenditure or on a unit price basis. Unless otherwise agreed upon, invoicing will be according to time and expenditure. The following general conditions are valid for all methods of invoicing.

6.1.1 Unless otherwise agreed upon, commissioning will be accounted for separately.

6.1.2 Should the Supplier's services or the acceptance by the Purchaser in his own works be delayed for reasons beyond the control of the Supplier, all the extra costs incurred therefore will be charged to the Purchaser.

6.1.3 Payments by the Purchaser to the Supplier's personnel shall not have the effect of releasing him from his monetary obligations vis à vis the Supplier. Exceptions to this rule are subject to special agreement.

6.1.4 Mutual supplies and services on the site are to be receipted by the recipient (Representative of the Supplier or the Purchaser).

6.1.5 Should the Supplier, upon request of the Purchaser, carry out any works not provided for in the Contract, such works shall be charged for according to time and expenditure.

6.1.6 Should the Supplier, for reasons beyond his control, be compelled to carry out works at times or under conditions which deviate from the working conditions provided for in



# GE Consumer & Industrial Power Protection

the Contract and which involve extra expenditure, the Purchaser shall pay the relevant extra price if he has been informed by the Supplier in time about the altered working conditions.

6.1.7 The Purchaser shall certify the working hours spent by the Supplier's personnel on the work sheets submitted to him. If the Purchaser fails to issue the confirmation in time, the time sheets of the Supplier's personnel shall serve as basis for invoicing.

6.1.8 In the case of fluctuations in the rates of exchange, the Supplier is entitled to claim that the original rate which served as the basis for the prices quoted by him should remain valid.

## 6.2 Services according to time and expenditure

The following services of the Supplier will be calculated in accordance with the rates of the offer and the order confirmation.

### 6.2.1 Personnel expenses

The following will be charged:

- for work in normal working hours the rates according to country standard rates for service;
- for hours worked in excess of the normal working hours, as also for night work and work on Saturdays, Sundays and holidays the overtime rates according to such country rates;
- for work under unfavourable working conditions (see para. 5.4) the additional rates according to such country rates.
- for travel, transfer, preparation, down and standby times the rates such country rates.

Hourly rates for labour are computed as from Supplier's personnel arrival at Purchaser's site.

### 6.2.2 Travelling expenses and incidental travelling expenses

The following travelling expenses will be charged to the Purchaser: fees for passports and visas, work permit, special medical examination for tropics before departure and on return, including inoculation, contributions for the costs of equipment for extreme climatic conditions, besides expenses for the conveyance of luggage from residence in the GE party's country to site and back, expenses for business trips necessary for the fulfilment of the Contract, including those in the country where the work is performed, daily allowances for outward and return journeys and business trips, as well as all postage, telegram and telephone expenses incurred for business reasons. The procurement of air tickets, sea and rail tickets as well as the choice of the means of transport are left to the discretion of the Supplier.

### 6.2.3 Homeward journeys on leave

In case of prolonged stays by the Supplier's personnel at the working site, the Purchaser shall take over the costs for paid supplementary leave and paid journeys home in accordance with the offer or the order confirmation.

### 6.2.5 Costs of tools and instruments

The standard tools or outdoor equipment required to carry out the works will be provided by the Supplier. Any special or large tools required in excess of standard requirements, as well as special measuring instruments will be made available by the Supplier at a reasonable rate of hire in accordance with "Standard Rates for Services" in the respective country.

## 6.2.6 Expendable materials and small stores

Expendable materials and small stores will be provided by the Purchaser. In so far as the Supplier provides expendable materials and small stores, these will be charged according to actual expenditure at the Supplier's prices and delivery terms valid at that time.

## 6.3 Services at flat rates

6.3.1 The flat rate covers the agreed services under the working conditions and other circumstances made known to the Supplier upon conclusion of the Contract. Unless otherwise agreed upon, it is based on the normal working hours valid for the Supplier.

6.3.2 Additional expenditure incurred by the Supplier due to circumstances beyond his control, such as subsequent alteration of the subject or scope of the agreed services, standby times, night work, etc. shall be borne by the Purchaser. Invoicing will be made in accordance with para. 6.2.

## 6.4 Services on a unit price basis

Invoicing shall be effected at the rates laid down for the price basis unit. Additional expenditure incurred by the Supplier due to circumstances beyond his control, such as subsequent alteration of the subject or scope of the agreed services, standby times, night work, etc. shall be borne by the Purchaser. Invoicing will be made in accordance with para. 6.2.

## 7 Other performances of the Purchaser

### 7.1 Illness

In the case of accidents or illness of Supplier's personnel the Purchaser shall provide the necessary assistance. The Purchaser shall help to get efficient medical treatment with free choice of doctor for the patient, including all medicine, the costs of transfer to a hospital and treatment as an in-patient there. Should the illness be expected to last longer than four weeks, the Purchaser shall arrange at his expense for the patient to be sent home, unless there are medical objections. In such a case the Supplier, if necessary, will delegate a substitute at the Purchaser's expense.

Should a member of the Supplier's staff delegated abroad die during his stay abroad, the Purchaser shall arrange, for the remains to be transported to the country of residence of the died person. In such cases the Purchaser acts as Representative in dealing with the authorities and complying with the necessary formalities.

### 7.2 Taxes and dues

The Purchaser shall be responsible for the payment of all taxes, fees and other dues resulting from the Contract which are payable outside the Supplier's country. This also applies in cases in which the daily allowances payable to the Supplier's personnel and the rates of charges payable to the Supplier are subject to taxation.

## 8 Transfer of risk

8.1 In so far as no special agreement is made, the risk of the accidental destruction or deterioration of the services as a whole or of self-contained parts is transferred to the Purchaser when acceptance occurs in line with Para 9.

8.2 Objects and materials made available by the Purchaser will be taken in charge by the Supplier in accordance with the scope of the agreements made. The risk of accidental



## GE Consumer & Industrial Power Protection

destruction or deterioration of these objects and materials shall remain with the Purchaser; for damage to these objects and materials for which the Supplier is responsible, para. 13 shall apply.

- 8.3 Should the services or the trial run be interrupted, stopped or delayed for reasons beyond the Supplier's control, then the risk of accidental destruction or accidental deterioration of the services already rendered shall be transferred to the Purchaser resulting from or due to interruption, stoppage or delay.

### 9 Acceptance of Service

- 9.1 The acceptance shall be deemed to have taken place in all cases as soon as the Services have been agreed to have been completed, or the Purchaser has put to use the object on which the services have been rendered, or when an acceptance protocol is signed by the Purchaser, whichever is the earliest.

- 9.2 The costs for the acceptance test shall be borne by the Purchaser.

### 10 Terms of payment

- 10.1 Unless otherwise agreed upon, the costs accruing for services shall be invoiced at the end of each month. The invoices are payable forthwith in net cash in the currency laid down in the Contract. The method of effecting payment will be fixed individually. All payments are to be effected in accordance with the agreements made without any deduction free to the office of payment appointed by the Supplier. Payment terms are considered as adhered to if the Supplier can dispose of the amounts within the term agreed.

- 10.2 If a transfer of payments from the country from which payment has to be made should not be possible on the due date, the Purchaser shall nevertheless pay the equivalent of the amount owed into a bank in the said country irrevocably at the exclusive disposal of the Supplier within the stipulated time. In the case of deterioration in the rate of exchange for amounts paid in a currency not agreed upon, the Purchaser shall make good such deficiencies by additional payment.

- 10.3 Should the services of the Supplier be delayed without fault on his part payments are to be made as if no delay had occurred.

- 10.4 In the case of delayed payment the Supplier may, without prejudice to any other claim, demand interest on the amount outstanding as from the due date of payment agreed upon and at the annual rate of 5 % above the Basic rate of the European Central Bank valid at the time, provided he does not establish more serious damage.

- 10.5 The Purchaser may only set off such claims or assert retention rights in respect of such claims which are undisputed or have been finally decided. The right of retention may only be claimed to a reasonable extent.

### 11 Service time and delay

- 11.1 Dates for the rendering of the Supplier's services shall only be binding if they have been confirmed by the Supplier in writing.

- 11.2 Adherence to the dates for rendering services is subject to the fulfilment by the Purchaser in time of his obligations according to these Conditions and of the terms of payment agreed upon. The service times shall be

reasonably extended if the aforementioned conditions have not been fulfilled in due time.

The service times shall likewise be reasonably extended if the information required by the Supplier for the performance of the works does not reach him in due time or if the purchaser alters it subsequently and thus causes delay of the works.

- 11.3 The service times also shall be reasonably extended if the Supplier is prevented from rendering his services in time by circumstances according to para. 5.6.

- 11.4 In the event of the agreed service time or a prolongation thereof according to para. 11.2 or 11.3 being exceeded and if the Purchaser has proved to have suffered damage by reason of the Supplier's default, the Purchaser is entitled to claim a compensation amounting to 0.5 % for each complete week of delay up to the total amount of 5 % of the agreed price of that part of the services not completed at the due date.

This does not prejudice the right of the Purchaser to rescission after the fruitless expiry of a reasonable extension of time allowed to the Supplier. Any other compensation claims of the Purchaser in all cases of delayed services are excluded, even after the expiry of an extension of time allowed to the Supplier.

- 11.5 The Purchaser shall bear any additional costs resulting from interruption or delay caused by him as referred to in para 4 or otherwise in the work to be performed by the Supplier.

### 12 Warranty

- 12.1 The Supplier warrants the proper performance of the services in the form of repairs, maintenance and inspections for a period of three months and with other services for a period of six months from the date of transfer of risk.

- 12.2 Defaults in services are to be made known to the Supplier in writing immediately after they have become known. The Purchaser shall allow the Supplier the time and opportunity necessary in the Supplier's fair opinion to remedy the defects, otherwise the Supplier is released from his obligation to remedy such defects.

- 12.3 Defects in work ascertained during the warranty period shall be remedied free of charge. In case the defects are not remedied within a reasonable time or if the repairs fail to remedy the defects, the Purchaser is entitled to claim the right of abatement (reduction of purchase price).

- 12.4 The warranty does not extend to the quality and suitability of objects and materials provided by the Purchaser nor to the services of the Supplier's personnel which are not contractually agreed upon. Furthermore, the warranty does not apply to defects which occurred due to the intervention of the Purchaser or of third parties. The Supplier is only liable for faulty works performed by personnel delegated by the Purchaser if it can be proved to be due to incorrect instructions by him or to negligence of his supervisory duty.

- 12.5 The warranty does not extend to natural wear and tear nor to damage occurring after the transfer of risk due to improper or unsuitable handling, excessive stressing, unsuitable operating material, faulty construction work, unsuitable foundations and chemical, electro-chemical or electrical influences of a nature not provided for in the Contract. Any modifications or repairs done improperly by the Purchaser or any third party or the breakage of seals will invalidate the warranty and the liability of the Supplier for any effects resulting therefrom.



## GE Consumer & Industrial Power Protection

- 12.6. Further claims of the Purchaser on the Supplier by reason of defaults in services are excluded, in particular claims for liability for damages not occurring on the object of the services itself and liability for consequential damages such as loss of production, loss of utilization and loss of profit. This does not apply if in case of personal injury or damage to privately used goods compulsory liability is prescribed by the product liability law or in cases of malice aforethought or gross negligence or in case of absence of promised characteristics. Claims by the Purchaser for damages to the object of the services performed are governed by para 13 of these conditions.
- 13 Liability**
- 13.1 The total liability of supplier for all claims arising out of or relating to the performance or breach of the contract or use of services or any order shall not exceed (a) the contract price or (b) if this contract is in the form of a frame or master agreement under which purchaser places an order with Supplier for the services to be purchased, (i) the final price of the particular order under which the specific services giving rise to the claim are supplied or performed or (ii) ten thousand us dollars (US\$10,000) if the claim is not part of any particular order. supplier's liability shall terminate upon the expiration of the applicable warranty period, provided that purchaser may enforce a claim that accrued prior to that date by commencing an action or filing an arbitration, as applicable under the dispute resolution clause, before the expiration of the applicable statute of limitations or repose, but not later than one year after the expiration of such warranty period.
- Purchaser shall be considered as having waived any right to assert any liability claim against Supplier or its service suppliers if Purchaser fails to notify Supplier about the existence of the problem or claim within eight (8) days after the event occurred.
- 13.2 Supplier shall not be liable for loss of profit or revenues, loss of product, loss of use of Products or Services or any associated equipment, interruption of business, cost of capital, cost of cover, downtime costs, increased operating costs, claims of Purchaser's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.
- 13.3 If Purchaser is supplying Supplier's Services to a third party, Purchaser shall require the third party to agree to be bound by this Para. If Purchaser does not obtain this agreement for Supplier's benefit, Purchaser shall indemnify, defend and hold Supplier harmless from and against any and all claims made by the third party in excess of the limitations and exclusions of this Para.
- 13.4 Supplier shall not be liable for any advice or assistance that is not required under the Contract.
- 13.5 For the purposes of this Para, the term "Supplier" shall mean Supplier, its affiliates, subcontractors and suppliers of any tier, and their agents and employees, individually or collectively.
- 13.6 Supplier may in no event be held liable for any loss or damage, if such loss or damage arises from the fact that Supplier has failed to discover or repair a hidden defect or flaw inherent in the design not manufactured by Supplier or caused by the fact that an item of the equipment is used by in a manner contrary to the manufacturer's instructions. Supplier's contractual, tort or quasi-tort liability shall not be incurred on the basis of the supply of advisory services or assistance by Supplier's personnel
- concerning products or systems, which do not qualify "Service" as per para 15 hereof.
- 13.7 The limitations and exclusions in this Para shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability or otherwise.
- 13.8 Purchaser's and Supplier's rights, obligations and remedies arising out of or relating to the Services are limited to those rights, obligations and remedies described in this Contract. This Para shall prevail over any conflicting or inconsistent terms in the Contract, except to the extent that such terms further restrict Supplier's liability.
- 14. Term**
- The Contract shall be effective as of the date indicated therein (hereinafter the "Effective Date") and, unless terminated earlier as provided herein, shall remain in full force for the time period set forth in the Contract (hereinafter the "Term"). Should the Effective Date not be expressly specified by the Parties in the Contract, then it shall become effective as of the date of last signature of the Contract.
- The Contract shall then terminate and shall not be tacitly or automatically renewed. The Contract may only be renewed by a written agreement between the Parties.
- 15 Exclusions**
- Unless otherwise agreed by and between the parties, Services shall not include the following:
- 15.1 All services relating to equipment not identified in the Contract.
- 15.2 Any and all services relating to or resulting from:
- a, any design, specification or instruction provided by Purchaser;
  - b, non-compliance by Purchaser with its obligations under the Contract;
  - c, non-compliance by any person other than Supplier or Supplier's Service Suppliers with the written instructions or recommendations issued by Supplier or any manufacturer,
  - d, Purchaser's combining the Equipment with any other item of equipment incompatible therewith,
  - e, any alteration or improper storage, handling or use (and in particular any intentionally improper use or operation or any inadequate disinfecting or sterilization procedure) or to or from the fact that any part of the equipment has been improperly maintained by any person other than Supplier,
  - f, any cause external to the Equipment, including, but not limited to, the defective nature of a building or vehicle, variations, fluctuations or outages in the power supply or any default of the air-conditioning system,
  - g, any chemical, biological or radioactive damage or contamination requiring decontamination,
  - h, any design or manufacturing defects impacting any equipment or any part not manufactured by Supplier.
- 15.3 Any repair, adjustment, replacement or any other services required by reason of (i) any negligence, wrongful acts, omissions of the Purchaser, their agents, employees, subcontractors or any third party or (ii) non-compliance or default by the Purchaser, their agents, employees, subcontractors, or third parties with or with respect to (A) technical standards or regulations in force, or (B) installation specifications or instructions, or (C) user or general maintenance manuals, or (D) environmental installation conditions (including without limitation, supply of power, water, or air conditioning).
- 15.4 Any other services specifically not expressly covered under the Contract, the maintenance and repair services



## GE Consumer & Industrial Power Protection

that may be provided by Supplier at Purchaser's request and in particular technical assistance, demonstrations, or removal of materials.

### 16 Termination

The Contract may be terminated:

- 16.1 by a written agreement signed by the Parties;
- 16.2 by either Party if the other Party fails to fulfill its obligations hereunder when they become due and (i) does not cure such failure within thirty (30) days from receipt of a written notice given by the non-defaulting Party by registered letter with acknowledgement of receipt or (ii) does not prove that its default is due to an event of *force majeure*. Such termination shall not prevent the defaulting Party from fulfilling its obligations under the Contract until its termination date and the defaulting Party shall be liable to the non-defaulting Party for all loss and damage suffered by the non-defaulting Party as a result or arising from such a termination;
- 16.3 by either Party, effective immediately upon notice, if the other Party becomes insolvent or goes into liquidation or a liquidator, administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets (save for the purpose of a solvent reconstruction or amalgamation) or makes any assignment for the benefit of, or composition with its creditors or ceases to do business.
- 16.4 any other way as provided for in herein.

### 17 Final provisions

- 17.1 Any agreements, irrespective of whether they are entered into at the conclusion of the contract or after, must be in writing. Verbal statements of the Supplier's personnel are binding only if confirmed in writing by the Supplier.
- 17.2 The contract and all contractual relations hereunder shall be governed by the laws of Supplier's country. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall not apply.
- 17.3 Any dispute arising out of or in connection with the offer, contract, order and order confirmation, including any question regarding its existence, validity or termination, shall be resolved in accordance with this paragraph and will be settled, if possible, by negotiation of the parties. If a dispute is not resolved by negotiations, either Party may, by giving written notice, refer the dispute to a meeting of appropriate higher management of each party, to be held within twenty (20) business days after giving notice. If the dispute is not resolved within thirty (30) business days after the date of the meeting of higher management, or any later date to which the parties may agree, either party may submit to court of the capital of Supplier's country. The Supplier shall, however, also be entitled to bring an action at the place of the registered office of the Purchaser.
- 17.4 Even in the event of individual clauses of the Contract being invalid, its remaining parts shall continue to be binding. Should any clause be invalid wholly or in part, the contracting parties will endeavour without delay to attain the economic result aimed at by the invalid clause in another legally admissible manner.
- 17.5 *If Supplier's service requires building in spare parts, those will be sold and/or provided (whether or not Service is done as part the warranty granted for the original equipment) to Purchaser in line with the General Terms and Conditions of Sale of GE Consumer & Industrial applicable to such product.*

- 17.6 Supplier shall be allowed to process and store Purchaser's business data as well as the Purchaser's contact persons' personal data and share such data with the affiliated companies of Purchaser and or General Electric Company and other company that may be hired by the Purchaser for debt collection purposes.

- 17.7.1 In connection with this transaction, Supplier and Purchaser may each provide the other party with "Confidential Information." Purchaser shall not provide any Confidential Information to Supplier without Supplier's prior written consent to receive it.

- 17.7.2 The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only in connection with this transaction and permitted uses of the Products, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information.

- 17.8 Unless otherwise prescribed, this General Conditions for Services and Contract shall be intended to be a complete and exclusive statement of the terms of the contract between the Parties and supersedes and cancels all previous negotiations, communications, declarations and commitments, either oral or written, between the Parties regarding the subject matter hereof.

In the event of any conflict between the Contracts, these General Conditions for Services, unless expressly agreed on otherwise in a written agreement signed by both Parties, these documents shall prevail in the following order:

- the Contract,
- these General Conditions for Services, of which Purchaser represents that it has knowledge and accepts the same by signing the Contract and /or placing the order.

### GE Consumer & Industrial – After Sales & Services

Edition: 18/07/06