



HSP General Terms and Conditions of Sale and Supply

1. General

- 1.1 These General Terms and Conditions of Sale and Supply ("**Terms**") govern all sales of goods, equipment, documentation, software, work or services by HSP and its Affiliates ("**Supplies**") to any purchaser, client or contracting party ("**Customer**"). "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. No changes to these Terms shall be effective unless made in writing.
- 1.2 These Terms apply to all sales and supply agreements with HSP, as well as to all offers, quotations, and deliveries made by HSP. Subject to HSP's express written agreement, Customer terms differing from these Terms are hereby rejected, even if HSP performs delivery or services without objection or despite being aware of Customer's conflicting terms.

2. Conclusion of Contract

- 2.1 Unless stated otherwise, HSP's offers and quotations are valid for up to 30 calendar days (each a "**Day**") from submission to the Customer.
- 2.2 Customer orders (each an "**Order**") must be submitted in writing or electronically and are binding only upon HSP's written or electronic confirmation ("**Order Confirmation**").
- 2.3 The Order Confirmation shall define the scope, quantity, quality, functionality, specifications, and special conditions, which apply alongside these Terms and take precedence in case of conflict. The Order Confirmation and any document(s) referenced therein, shall form the entire agreement between HSP and the Customer ("**Contract**").
- 2.4 Contracts are non-cancellable. Any Customer-requested changes require HSP's confirmation and may affect pricing, delivery, and compensation. If cancellation is mutually agreed, HSP shall be compensated for reasonable costs incurred.

3. Obligations of the Parties

- 3.1 HSP will fulfill Orders in compliance with stated specifications and as defined in the Contract. Services are only provided if expressly agreed upon by HSP and Customer in writing.
- 3.2 Customer shall reasonably support HSP, including providing necessary information, documents, components, software and contact personnel. Customer is responsible for obtaining all required licenses, permits, and approvals for commissioning and using the Supplies.

4. Right of Use

- 4.1 All intellectual property in the Supplies, related documents ("**Documents**"), software, hardware, know-how, and other items remains exclusively with HSP and its Affiliates. Customer shall not reverse engineer, modify, decompile, or reproduce any part of the Supplies, nor allow third parties to do so.
- 4.2 Unless otherwise agreed, HSP and its Affiliates retain all intellectual property rights from design and development activities under the Contract.
- 4.3 Customer may use unmodified Documents only as needed for operation and routine maintenance of the Supplies by its own personnel, unless explicitly agreed otherwise in writing.
- 4.4 Rights granted hereunder may be transferred to a third party only together with ownership of all Supplies to that party.

5. Prices and Terms of Payment

- 5.1 Unless otherwise agreed in writing, all prices are FCA (per Incoterms at the time of Order Confirmation), in the stated currency, excluding freight, insurance, and other charges ("**Contract Price**").

- 5.2 The Contract Price excludes indirect taxes, duties, customs, and public charges. Customer shall pay or reimburse HSP for any such costs.
- 5.3 Payments are due within 30 Days of invoice without deductions. Late payments incur automatic default and interest at the maximum rate permitted by applicable law.
- 5.4 All payments must be made in full, without set off or withholding, unless required by law or agreed in writing.
- 5.5 Standard English documents are included; other formats or additional documents may incur extra charges.
- 5.6 If applicable laws, standards, or regulations change after conclusion of the Contract, HSP may adjust the Contract, including price, delivery, and scope, to reflect added costs or requirements.
- 5.7 HSP complies with engineering standards listed in the technical specifications. If stricter local standards apply in the destination country, Customer must inform HSP, request a quotation, and accept any resulting adjustments to the Contract.

6. Delivery Times and Delay

- 6.1 Delivery shall be made FCA (per Incoterms at Order Confirmation) from the location stated, unless expressly agreed otherwise.
- 6.2 Delivery dates may be reasonably extended if delays are caused by third parties acting for the benefit of the Customer or Customer's failure to meet obligations, including providing documents, performing required work, or making timely payments. If Customer or its contractors cause delays, Customer shall reimburse HSP for resulting reasonable costs.
- 6.3 HSP may deliver in installments and invoice accordingly.
- 6.4 If HSP is solely responsible for missing the final delivery date, Customer may claim liquidated damages of 0.5% of the delayed portion per full week of delay, capped at 5% of such total Contract Price.
- 6.5 All other delay-related claims are excluded, except as stated in this clause or clause 16.2 (a.), to the extent permissible by law.

7. Transfer of Risk and Title

- 7.1 Risk passes to Customer upon delivery or as per applicable Incoterms if different.
- 7.2 If Customer fails to accept delivery without cause, or if dispatch is postponed due to Customer's fault the Supplies are deemed delivered on the scheduled date. In such case, risk shall pass to the Customer, and HSP may store and insure the Supplies at the Customer's cost. Payment shall become due accordingly.
- 7.3 Title in any part of the Supplies remains with HSP until full payment is received for the relevant Supplies.

8. Inspection and Defects

- 8.1 Customer must inspect the Supplies upon receipt and promptly notify HSP of any visible defects. If nothing is notified, the Supplies are deemed accepted, unless the defect was not initially detectable. Hidden defects must be reported immediately upon discovery, but within the defects liability period.
- 8.2 Notifications must include a detailed description of the alleged defect, including circumstances and timing of its discovery.
- 8.3 Any claims are excluded if the defect
- a) is not notified in the required timeframe;
 - b) results from normal wear and tear or excessive use;
 - c) results from improper handling or failure to follow instructions;
 - d) originates from work not performed by HSP; or



- e) does not materially affect the functionality of the Supplies.

9. Defects Liability

- 9.1 The defects liability period shall be 12 months from the date of transfer of risk, unless otherwise agreed in writing.
- 9.2 For replaced or repaired parts of the Supplies, the defects liability period shall be renewed for 6 months from the date of repair or replacement, provided the original period has expired. In any case, the defects liability period shall not exceed 24 months from the commencement of the original period.
- 9.3 HSP, at its sole discretion, may remedy defects by repair, replacement, or re-performance within a reasonable time. Customer shall provide HSP free access to the defective Supplies. At no cost to HSP, Customer shall disassemble or reassemble defective Supplies and furnish to HSP operational and maintenance data upon request.
- 9.4 If HSP performs remedial work and it is found HSP is not responsible for the defect, HSP shall be entitled to payment for such repairs, including fault diagnosis.
- 9.5 Any other liabilities of HSP and any Customer claims, rights and remedies are excluded, except as expressly stated in this clause 9. Any implied warranties, conditions, or terms are excluded to the fullest extent permitted by law.

10. Force Majeure

- 10.1 If a Force Majeure Event occurs, the Affected Party will not be considered in breach of its obligations under the Contract for as long as and to the extent it is unable to perform due to this event.
- 10.2 A “Force Majeure Event” is any unforeseeable event beyond the reasonable control of a party, its Affiliates or its subcontractors (the “Affected Party”), which could not have been prevented by good industry practice, and which delays or prevents performance. Examples include war, civil unrest, terrorism, natural disasters, epidemics, pandemics, government lockdowns, strikes, supply chain disruptions, IT system attacks, license refusals, and trade restrictions.
- 10.3 The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and the impacted obligations.
In the event of a Force Majeure Event causing an increase in transportation costs or supply chain costs (including energy costs and sub-supplier costs), HSP shall be entitled to reimbursement from Customer for such documented additional costs, provided they are directly attributable to the Force Majeure Event and arise as a result of its occurrence.
- 10.4 If the Force Majeure Event and its effects last for 180 Days in total, either party may terminate the Contract with written notice for the undelivered portion of the Supplies. HSP is entitled to reimbursement of unavoidable costs related to such termination.

11. Intellectual Property Rights

- 11.1 If a third party makes a legitimate claim that the Supplies infringe its intellectual property rights (“IPR”), HSP shall, at its discretion and expense
 - a) obtain rights to use the IPR;
 - b) modify the Supplies to avoid infringement; or;
 - c) replace the infringing part;If HSP determines that none of these options is reasonably possible, it may take back the affected part and refund its price.
- 11.2 HSP's obligations under clause 11.1 apply only if
 - a) Customer immediately notifies HSP in writing of the third party's claim and shares all relevant communication;

- b) Customer does not admit infringement and provides HSP with the authority and support needed to defend and settle the claim; and

- c) HSP has the sole control over the defence and settlement.

If Customer stops using the Supplies or any part thereof, it must inform the third party in writing that this does not imply any admission of infringement.

- 11.3 Customer claims are excluded if the IPR infringement is caused by Customer (including its agents, employees, or contractors). This includes cases where the infringement results from (i) Customer's specific requirements, (ii) unforeseeable use of the Supplies, (iii) Customer's modifications, or (iv) use with other equipment.
- 11.4 This clause 11 sets out HSP's entire liability for infringement of third party's IPR. All other Customer claims, rights, and remedies are excluded.

12. Liability

- 12.1 HSP's liability, including the liability of any Affiliate, subcontractor, employee, or agent thereof, whether in contract, tort, or otherwise, is limited to fulfilling its contractual obligations and compensating direct damages only. Liability for indirect and consequential loss – such as lost profits, revenue, data, use, hydrocarbons, power, or third-party claims – is excluded to the extent permitted by law.
- 12.2 Customer has no claims or rights beyond those expressly stated in these Terms, except in cases of bodily injury or damages caused by HSP's intent or gross negligence.
- 12.3 HSP's total liability is capped at 20% of the Contract Price per event and at 100% in total.

13. Assignment

- 13.1 Customer may not assign the Contract or any part thereof without HSP's prior written approval.
- 13.2 HSP may transfer, assign, or novate the Contract or any part thereof to an Affiliate or, in case of a business sale or transfer, to a third party.

14. Suspension

- 14.1 HSP may suspend its obligations if Customer delays payment, fails to fulfill necessary obligations, or materially breaches the Contract.
- 14.2 In such cases, Customer must pay immediately for all delivered Supplies and reimburse HSP for reasonable costs caused by the suspension. Contractual deadlines will be extended accordingly.

15. Confidentiality

- 15.1 “Confidential Information” means any non-public documents, data, know-how, or other information shared by one party with the other in connection with the Contract. Each party shall use the other's Confidential Information solely for the Contract and keep it confidential. Disclosure is permitted only to employees or third parties who reasonably need to know such information for the Contract and are bound by equivalent confidentiality obligations. The party disclosing such information is liable for any breach by its personnel or third parties.
- 15.2 This confidentiality obligation does not apply to Confidential Information which
 - a) is publicly available through no fault of the recipient;
 - b) is lawfully received from a third party;
 - c) is independently developed by the recipient;
 - d) was known before disclosure;



- e) must be disclosed by law (with prior notice to the disclosing party).

15.3 Confidentiality obligations shall survive Contract termination for 5 years.

16. Termination

16.1 Either party may terminate the Contract immediately by written notice if the other becomes insolvent, bankrupt, or enters liquidation.

16.2 Except as stated in clauses 10.4 and 16.1, Customer may terminate the Contract with 14 Days' written notice only if

- a) HSP fails to deliver after the maximum liquidated damages pursuant to clause 6.4 are payable and an additional grace period has expired; or
- b) HSP has materially breached the Contract and does not commence to remedy it within a reasonable time after notice.

16.3 Customer shall remain liable for payments relating to Supplies already delivered.

16.4 HSP may terminate the Contract if:

- a) Customer comes under control of a competitor,
- b) Customer materially breaches the Contract or delays payment by over 60 Days, or
- c) the Contract is suspended for more than 60 Days.

16.5 The Contract Price, less saved costs, plus any additional expenses shall be recoverable upon termination by HSP.

17. Governing Law and Dispute Resolution

17.1 The Contract and any related disputes shall be governed by the substantive laws of the HSP entity's registered office, excluding conflict of laws and the CISG.

17.2 All disputes shall be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). If the total dispute value is EUR 1M or more, the expedited procedure does not apply, and the tribunal will consist of three arbitrators; otherwise, one arbitrator will be appointed. The arbitration proceedings shall be conducted in English.

17.3 The seat of arbitration shall be as follows:

Locality	Seat of arbitration
Austria	Linz, Austria
Brazil	Sao Paulo, Brazil
Bulgaria	Sofia, Bulgaria
Canada	Toronto, Canada
China	Singapore, Singapore
France	Paris, France
Germany	Berlin, Germany
Italy	Milan, Italy
USA	Charlotte, NC, USA

17.4 If any provision of these Terms is or becomes invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall replace such provision with a valid one that comes as close as possible to its original economic intent.

18. Export Regulations

18.1 Customer must comply with all applicable export control, customs, sanctions, and embargo laws, including those of the EU, UK and USA.

18.2 Customer may not sell or re-export any HSP Supplies to or for use in Russia. Customer must implement a monitoring system

to detect such sales or re-exports and Customer shall provide HSP with all necessary information for compliance checks, including end user, destination, and intended use.

18.3 HSP may terminate the Contract for any breach of this clause. Customer shall indemnify HSP against any claims, costs or losses resulting from non-compliance.