8.4 Seller shall not be liable for any advice or assistance that is not required under the Contract. For the purposes of Article 8, any advice or assistance of Seller to its affiliates, subcontractors and suppliers of any tier, and their agents and employees, individually or collectively.

8.5 For the purposes of Article 8, “Confidential Information” includes any (i) information that is designated in writing as “confidential” or “proprietary” by Disclosing Party at the time of oral disclosure and is confirmed to be “confidential” or “proprietary” by Disclosing Party in writing within fifteen (15) days of oral disclosure; (ii) any information that is designated in writing as “confidential” or “proprietary” by Disclosing Party at the time of written disclosure, and (d) all information that is orally designated as “confidential” or “proprietary” by Disclosing Party at the time of oral disclosure and, at the earliest time possible, with reasonable accuracy and in sufficient detail, to permit Disclosing Party to seek an appropriate protective order or agency decision to minimize the loss of its proprietary value.

9. Dispute Resolution; Governing Law. 9.1 Any dispute arising out of or in connection with the Contract, including any claim that one of the parties has breached a representation or warranty, may, in any party’s sole discretion, be finally resolved by arbitration before the applicable arbitration authority of the United States (“U.S.”) or the country of the Site at the time of the dispute. 9.2 If either party shall fail to perform within the time periods specified in the Contract, Seller shall not be liable for any failure or delay in performance, unless such failure or delay is caused by acts of God, terrorism, war, riot, fire, strikes, lockouts, lock-in, embargoes, civil unrest or other similar causes beyond the control of Seller.

10. Governing Law. 10.1 The Contract and any dispute arising out of or in connection with the Contract, whether or not related to the performance of the Services, shall be governed by the laws of the State of Texas and the courts of the United States for the Southern District of Texas, without regard to any selection of law principles that could cause the application of the laws of a different jurisdiction. 10.2 The Contract shall be void, invalid, unenforceable or otherwise not effective, or the rights or remedies provided for herein are or become illegal, void or unenforceable under applicable law, then, to the extent that the Contract is void, invalid, unenforceable or otherwise not effective, or the rights or remedies provided for herein are or become illegal, void or unenforceable under applicable law, the parties shall renegotiate in good faith for the purpose of making the Contract, as renegotiated, valid, enforceable and effective.

11. Miscellaneous. 11.1 The terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. 11.2 Further, each party shall be deemed to have made the representations and warranties of this Contract as of the date of execution of the Contract and on the date of delivery of the Products or Services hereunder. 11.3 The failure or delay of either party in exercising or enforcing any right or provision under this Contract shall neither constitute nor be construed as a waiver of such right or provision. 11.4 This Contract contains the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations, representations, warranties, negotiations and communications, whether oral or written, relating to the subject matter hereof. 11.5 The rights and remedies provided herein are cumulative and in addition to any rights and remedies that may be available to either party at law or in equity, including specific performance. 11.6 The parties agree that any dispute between them under or arising out of or related to this Contract shall be resolved in accordance with the procedures set forth in this Contract. 11.7 This Contract may be amended or modified only by a written document signed by duly authorized representatives of each party. 11.8 This Contract can only be enforced through binding arbitration in accordance with the procedures set forth in this Contract.

Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless agreed to in writing by Seller; moreover, no pre-printed facility entry form shall modify these Terms and Conditions and any quotation by Seller shall expire 30 days from the date and may be withdrawn at any time at the option of Seller. One year from first use or 12 months from delivery, whichever occurs first, but that software is warranted for 90 days from delivery. If Services include installation or direction of installation of heavy duty gas and steam turbine parts, the warranty period for such part shall be one year after completion of installation or four years from the date of delivery of the Product or Services, whichever occurs later. Upon the expiration of the warranty period for each of the Services and end one year thereafter, except for software related Services, which shall include 1 year, 12 months or 365 days. 7.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing within the warranty period. Seller shall have reasonable speed at Seller’s option, (i) repair or replace the defective Products or Services, or (ii) refund Buyer’s purchase price. If Seller cannot repair, replace or refund Buyer’s purchase price, Seller shall not re-perform, Seller shall refund or credit monies paid by Buyer for that portion of Products or Services that do not meet the above warranties. Any repair, replacement or reperformance by Seller hereunder shall be without charge to Buyer. Any repair, replacement or reperformance of those Products or Services that are the subject of a warranty claim shall be made by Seller in accordance with the procedures set forth in this Contract. 7.4 Buyer shall bear the costs of access (including removal and replacement of systems, structures or other parts of the Contract or facility as necessary, but not in connection with any other work to be performed by Seller, except any reasonable and necessary charges for any work to be performed by Buyer for Seller). 7.5 These warranties and remedies are conditioned on (a) the proper storage, installation, operation, and maintenance of Products and conformance with the proper operation instruction manuals provided by Seller or its suppliers or subcontractors, (b) Buyer’s compliance with all applicable laws, regulations, terms, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. 7.6 Seller shall not be responsible for the replacement or repair of the Contract or use of any Products or Services if the Buyer shall not (a) keep all adverse conditions or obstructions off the Site, (b) pay all charges and contractors for labor and materials, (c) otherwise interfere with the performance of Seller’s obligation to perform the Services, and (d) Buyer shall be responsible for payment and will be settled, if possible, by negotiation of the parties. 7.7 The Contract and any dispute arising out of or in connection with the Contract, including any claim that one of the parties has breached a representation or warranty, may, in any party’s sole discretion, be finally resolved by arbitration before the applicable arbitration authority of the United States ("U.S.") or the country of the Site.

Products” means all services sold “as is.” Buyer shall have no warranty or other representation as to the products or services, including any and all materials, supplies, software and other goods Seller has agreed to supply to Buyer under the Contract, including Refurbished Parts. “Refurbished Parts” means products that have been repaired and/or reconditioned by Seller for resale. “Seller” means all services sold has agreed to perform for Buyer under the Contract.

APPENDIX A1-1.2 Terms and Conditions for Sale of Products and Services

1. Definitions. Unless Seller otherwise agrees: Buyer” means the entity to which Seller is providing Products or Services under the Contract. “Contract” means either the contract agreement signed by both parties or the purchase order signed by Buyer and accepted by Seller as per the Services or Products sale under the contract, including any and all terms, conditions and any other documents incorporated therein by reference, such as relevant addenda under Article 14, the final quoted, the agreed scope of work, the acceptance of a purchase order of Seller or service work agreement. “Contract Price” means the agreed amount stated in the Contract for the sale of Products or Services, including adjustments (if any) in accordance with the Contract.

“Receivables” means any receivable, past due, subrogated, future receivable, or any other asset of Buyer or Seller arising out of or in connection with the Contract, including any and all amounts for which Buyer holds a security interest or lien (including all amounts due, whether or not earned, under or in connection with the Contract) and any amounts due to Buyer under the current or any prior purchase order or contract for sale of Products or Services by Seller to Buyer.

“Sale of Products” means the sale of Products to Buyer under the Contract, including Refurbished Parts.

“Terms and Conditions” means these Terms and Conditions for Sale of Products and Services. 2. Payment. Unless otherwise specified, the following payment terms apply:

5 Buyer shall pay Seller the invoiced amount in Euros and without right of set-off. Seller shall be entitled to payment of all charges associated with Seller’s performance of Services and/or delivery of Products. Buyer shall pay all amounts in accordance with the terms and conditions set forth herein. 5.2 Invoices shall be prepared in accordance with the applicable tax law of the relevant jurisdiction, and Buyer shall be solely responsible for the payment of all such taxes. 5.3 This Section 5 shall not affect any other rights or remedies of Seller, including but not limited to, the right to suspend performance under this Contract or any other agreement between Seller and Buyer.

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(5) years after the date of disclosure or three (3) years after termination or expiration of the Contract.

11. Health and Safety Matters. 11.1 Buyer shall take all necessary precautions, at all times, for the health and safety of Seller personnel at Site. These include, but are not limited to: providing to Seller for review and implementing Seller's personnel requirements regarding, but not limited to, health and safety; providing resources as required; proper instruction for the use of Sellers' personal protective equipment and clothing; and obtaining written consent from each Seller’s employee or personnel as to his/her understanding of the hazards to which they may be exposed.

12. Site Access to and Use of Hazardous Materials. 12.1 Seller shall provide Buyer access to Site and any other facilities free of charge, including the operating and development environment and information, as necessary for Seller’s performance of the Contract. Prior to Seller starting any work at Site, Buyer will (i) provide documentation that identifies any Hazardous Materials at Site, (ii) provide Seller with an opportunity to perform or have performed a Site evaluation, including without limitation, a review of applicable documents and visual examination of the Site. Whether or not Seller conducts any evaluation, Seller will have no responsibility or liability for Site condition(s) except to the extent that the hazardous conditions to be removed. If any such Hazardous Materials cause an increase in Seller’s cost of or time required for, performance of any part of the work under the Contract, the parties shall make an equitable adjustment in the Contract price and schedule.

13. Termination and Suspension. 13.1 Buyer may terminate the Contract (or any portion thereof) for cause if Seller: (i) substantially fails to perform a contract; (ii) materially breaches a contract; or (iii) fails to correct a material breach within a reasonable time. The parties shall cooperate in minimizing the effects of any termination or suspension of the Contract. Buyer’s termination of a contract under this paragraph shall give Buyer the right to terminate any other Contract between the parties.

14. Buyer shall pay any reasonable expenses incurred by Seller in connection with a suspension or termination, including as applicable the reasonable expenses of consultation or court proceedings (including without limitation those relating to cost accounting and the Truth-in-Negotiations Act), except shall apply those expenses expressly accepted in writing by Seller. If the reasonableness of the price cannot be established, if cost or pricing data is required for any other reason, or if Products or Services cannot be considered “commercial items” as defined in FAR Part 2, B101, Buyer agrees to use the procedures for Non-Routine Price Changes under FAR Part 2."