

GENERAL TERMS AND CONDITIONS

A.1. DEFINITIONS

As used in this Agreement, the following words shall have the following meanings:

"Claims" means all liabilities, judgments, costs (including court costs, reasonable attorneys' fees and costs of investigation), losses, fines, penalties, expenses, damages, claims, suits, disputes and demands.

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Facilities" means the facilities, site and/or location where the Services are performed.

"Materials" means all materials, parts and/or goods provided to Purchaser or incorporated into the Facility as part of the Services.

"Notice" means all notices, consents, approvals, certifications, requests, demands and authorizations.

"Person" means an individual, corporation, Limited Liability Company, partnership, joint venture, unincorporated organization or any other legal entity.

"Purchase Order" means an order placed by the Purchaser and acknowledged in writing by the Contractor forming a Contract which is subject to these Conditions and/or such other conditions expressly stated in writing in the order acknowledgement;

"Representatives" shall mean a Party's directors, officers, employees and agents.

"Services" means the service work to be performed by Contractor for Purchaser pursuant to a Purchase Order accepted by Contractor pursuant to this Agreement.

"Subcontractors" means a Person of any tier (including vendors and suppliers) who (i) performs any part of the Services and who is not a direct employee of Contractor or (ii) performs any services for Purchaser at the Facility (other than Contractor or its Subcontractors) and who is not a direct, fulltime employee of Purchaser.

"Term" shall mean the Initial Agreement Term and any and all Renewal Terms.

A.2. CONTRACTOR'S GENERAL OBLIGATIONS

A. **General.** Contractor shall furnish the Materials and/or Services pursuant to a Purchase Order if and when agreed to and acknowledged by Contractor.

B. **Scheduling.** Any agreed upon schedules or delivery or completion date(s) under this Agreement shall be considered estimates only. Contractor shall use commercially reasonable efforts to perform the Services in accordance with the estimated completion date(s) set forth in the applicable Purchase Order, subject to the applicable provisions set forth in any Change Order. Contractor shall promptly notify Purchaser of events or circumstances that may, immediately or in the future, materially impede the proper and timely execution of any Services so that remedial action, as is appropriate under the circumstances, may be taken.

A.3. SHIPMENT AND DELIVERY OF MATERIALS

A. Packaging, shipment and delivery of all Materials shall be in accordance with this Agreement, including the applicable Purchase Order(s).

B. All shipments of Materials shall be made Ex Works as defined under Incoterms 2017 or as designated in the applicable Purchase Order and written acknowledgement by Contractor. All shipping dates provided by Contractor are estimates only subject to availability of the applicable Materials at the time of the Purchase Order.

C. Purchaser reserves the right (payment notwithstanding) to reject and return that portion of any shipment of Materials that may be defective or otherwise fail to comply with an applicable Purchase Order; provided that Notice of such rejection (describing in detail the reason for rejection) is provided to Contractor in writing within seventy-two (72) hours after delivery to Purchaser of such Materials. Purchaser shall be deemed to have accepted the Materials if no rejection Notice is provided to Contractor within such seventy-two (72) hour period.

A.4. WARRANTIES

A. **General Warranties.** Should the Services performed by Contractor be inadequate due to defective workmanship, Contractor shall re-perform such Services. Contractor shall also repair or, at its discretion, replace any defect in material or manufacturing in the Materials supplied by Contractor under this Agreement, provided that Purchaser notifies Contractor of such defect during the warranty period. When required by Contractor, such Material(s) shall be **safely** returned to Contractor in un-used condition, at Contractor's cost, to the location provided by Contractor. Purchaser shall immediately take appropriate steps to prevent any defect from becoming more serious and to enable Contractor to repair such defect. Any warranty claims or requests must be made by Purchaser within fourteen (14) days from discovery during the warranty period.

B. **Replaced Materials.** Original Materials that have been replaced shall become Contractor's property. Contractor shall bear only the costs of repairing or replacing the defective Materials at the location designated by Contractor, as well as the cost to transport defective and repaired or replaced Materials between the location designated by Contractor and the Purchaser destination indicated on the applicable Purchase Order for such Materials.

C. **Warranty Period.** The warranty period for Services performed is limited to

defects which appear within six (6) months from the performance of Services. The warranty period in respect of Services which have been re-performed under the warranty shall expire six (6) months following the last day on which the Services were re-performed under the warranty. The warranty period for the Materials begins at delivery and ends either (i) six (6) months upon installation or (ii) twelve (12) months from the date of delivery to Purchaser, whichever occurs earlier. The warranty period for repaired or replaced Materials shall be six (6) months from the date of repair or replacement, or until the expiration date of the original warranty period, whichever occurs earlier, under the same terms, conditions and limitations of liability. Under no circumstances shall the warranty period for Services of Materials exceed twelve (12) months from the commencement of the original warranty period.

D. **Limits on Warranty.** This warranty does not cover any defect due to or connected with: (i) any materials or components or design provided by Purchaser or on behalf of Purchaser; (ii) negligence or other improper acts or omissions of Purchaser, its employees or agents or other third parties; (iii) spare parts not supplied by Contractor; (iv) improper installation or alterations carried out without Contractor's consent in writing; (v) parts, accessories or attachments that are not sold, supplied or expressly approved in writing by Contractor; or (vi) parts provided by Contractor that are warranted directly to Purchaser by another manufacturer. This warranty does not cover any defects that are caused by or connected with the design, normal wear and tear, the use of unsuitable material or consumables by Purchaser, fluctuation in the **grid** or with any use, maintenance, service or operation of the equipment or the spare parts or any part thereof which is not in conformity with Contractor's or any of its Subcontractors' manuals, instructions or specifications or that is otherwise not in accordance with normal industry practice. Contractor's warranty obligation does not include any cramage, electricity, scaffolding, assisting work, docking, towage, underwater or diving work, demounting, mounting nor any travel and boarding costs of Contractor's personnel or Representatives. If after Contractor's warranty investigation it is found that Purchaser does not have a warranty claim within the scope of this Agreement, then Purchaser shall be responsible for all applicable costs and expenses for such inspection, repaired or replaced components or other services.

E. The warranties set forth in this section are the only warranties by Contractor applicable to the materials and services provided hereunder and are expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, or any other warranty expressed or implied against defects, latent or otherwise. Contractor neither assumes, nor authorized any other person to assume for it, any other warranty obligation in connection with materials or services provided hereunder or any part thereof.

A.5. INDEMNIFICATION

A. Contractor shall defend, release, indemnify and hold harmless Purchaser, its parents, subsidiaries, affiliates, officers, directors, agents, employees, or any company on whose behalf Purchaser has contracted, or any third party whom Purchaser is contractually obligated to indemnify for such matters, from and against all liens, claims, demands, causes of action, costs, expenses or losses (including but not limited to attorneys' fees) pertaining to, for or on account of injury to, illness or death of employees, or agents of Contractor, or anyone brought onto Purchaser's work site by Contractor, its affiliates and subcontractors which arise from, are incident to or result directly or indirectly from the performance of the Services the presence of the above individuals at any job or work site, or transportation to or from such locations, performance of this Agreement or breach hereof.

B. Purchaser shall defend, release, indemnify and hold harmless Contractor, its parents, subsidiaries, affiliates, officers, directors, agents, employees, or any third party whom Contractor is contractually obligated to indemnify for such matters, from and against all liens, claims, demands, causes of action, costs, expenses or losses (including but not limited to attorneys' fees) pertaining to, for or on account of injury to, illness or death of employees, or agents of Purchaser, or anyone brought onto Purchaser's work site by Purchaser or Contractor, or either party's affiliates and subcontractors which arise from, are incident to or result directly or indirectly from the performance of the Services, the presence of the above individuals at any job or work site, or transportation to or from such locations, performance of this Agreement or breach hereof.

C. The allocation of risk contained in this Paragraph or elsewhere in this Agreement shall apply notwithstanding the simple, gross, sole, joint or concurrent negligence of any party or person (regardless whether such person or party is an indemnitee or not).

A.6 LIMITATION OF LIABILITY

A. Notwithstanding any other provision of this Agreement, in no event shall Contractor be liable, whether it be in negligence, strict liability or tort, to the Purchaser for any amounts in excess of the amounts paid by Purchaser to

Contractor under this agreement during any calendar year.

B. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other party for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits or lost revenues, towage charges, pollution remediation costs, costs for docking, diving or underwater work, costs for additional tests) arising out of the performance or failure to perform under this agreement or the services.

A.7. RIGHT TO AUDIT

The Purchaser shall have the right to audit the Contractor's invoices, work sheets, and time sheets related to work performed under this Agreement and/or the applicable Purchase Order(s). Contractor agrees to maintain such records for a period of twelve (12) months from the date such work was performed and to make the foregoing available to the Purchaser or Purchaser's representatives at the Purchaser's cost during normal business hours. Nothing herein shall oblige Contractor to disclose documents that will reveal either the Contractor's commercial costs or information that is confidential or proprietary in nature.

A.8. FORCE MAJEURE

A. Neither Contractor nor Purchaser shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, caused by or arising from an event of Force Majeure.

B. If the Services are interrupted by Force Majeure or for other reasons not attributable to Contractor, the costs for maintaining personnel at or near the Facility (including, without limitation, wages and lodging) will be borne by Purchaser. Upon the occurrence of an event of Force Majeure, one Party shall notify the other Party of such occurrence and the anticipated delays in writing. If the interruption continues for more than one week, Contractor's personnel may be returned to Contractor's country. All expenses in relation to such withdrawal and/or subsequent return shall be borne by Purchaser. If the period of suspension exceeds one (1) month, either party may terminate the Agreement by three (3) days Notice in writing to the other party without prejudice to the rights of either Party up to the date of termination. In the case of such a termination, Purchaser's payment of the applicable consideration and demobilization costs of Contractor shall be handled as a termination for convenience by Purchaser in accordance with Section A.8.A. All reasonable additional costs incurred by Contractor as a consequence of the suspension and any subsequent resumption or completion of the Services shall be reimbursed by Purchaser.

A.9. CONFIDENTIALITY

A. Each Party agrees, for itself and its Affiliates and their Representatives, to keep confidential and not make any unauthorized use of any confidential or proprietary information of the other Party disclosed to such Party in and during the performance of this Agreement, including documents, specifications, formulae, evaluations, methods, processes, technical descriptions, reports and other data, records and information (hereinafter the "Confidential Information").

B. Confidential Information shall be identified in writing by the disclosing Party, or if it is orally disclosed, the confidentiality thereof shall be confirmed in writing by the disclosing Party promptly after such oral disclosure. In any event, no disclosure shall be deemed to be Confidential Information if such information: (i) was known on a non-confidential basis by the recipient prior to the disclosure thereof by the disclosing Party; (ii) is, or shall become, other than by an act of the recipient, generally available to the public; (iii) is lawfully made available on a non-confidential basis to the recipient by a third Party in good faith; or (iv) was developed by the recipient without reference to or reliance upon Confidential Information received from the disclosing Party.

C. Each Party agrees that it will make available the other Party's Confidential Information only on a "need to know" basis to such Party's personnel and that all Persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information. If either Party deems it necessary to disclose Confidential Information to any third party, such Party must receive written authorization from the other Party.

D. The Confidential Information will remain the property of disclosing party. Nothing contained in this Agreement shall be construed as a right or license, express or implied, under any patent, copyright, trademark or intellectual property right, or application therefore, that is now or hereafter owned, applied for, or controlled by a disclosing party or any of its partners or Affiliates.

A.10. CLAIMS FOR INFRINGEMENT

A. Contractor warrants that the Services will not infringe on any copyright, patent, trade secret or other proprietary interest of any third party. Contractor shall indemnify, defend and hold harmless the Purchaser Indemnified Parties against all Claims for any copyright, patent or other proprietary right infringement or misappropriation of a trade secret, arising out of or resulting from the performance of the Services delivered by Contractor under this Agreement. In the event Purchaser's use of any Services is interrupted as a result of such a Claim, then Contractor shall, at its sole cost and expense and Purchaser's option, either (i) procure for Purchaser the right to continue using the infringing Services as though it were non-infringing, or (ii) replace or modify the infringing

portion of the Services to make such Services non-infringing without materially impairing their usefulness or performance.

B. Intellectual property rights associated with the Services or any document or data provided by Contractor in connection therewith shall remain Contractor's property. Purchaser shall defend, indemnify and hold harmless Contractor against all Claims arising out of or resulting from any reuse, modification, reproduction or publication of Contractor's intellectual property documents or data by Purchaser or one of its Subcontractors.

A.11. TAXES

A. General. Unless otherwise expressly set forth in the applicable Purchase Order, Each party of this Agreement shall be fully responsible for all of its own state and federal income taxes, pension benefits, social security taxes, employment, disability and for any other taxes (except sales, use, excise and gross receipts taxes addressed below) which may be due and owing.

B. Applicable Taxes. Except for Contractor's obligations under Section A.11.A, Purchaser will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, sales, use, gross receipts, excise or other taxes, fees, customs fees, duties, however designated, imposed on, incident to, or based upon the Services (collectively "Applicable Taxes"). If Purchaser is entitled to an exemption from any Applicable Taxes, Purchaser is responsible for presenting Contractor with a valid exemption certificate (in a form reasonably acceptable to Contractor). Purchaser shall indemnify and hold Contractor harmless for any determination by a Government Authority (i) that Contractor be held liable for such taxes or (ii) regarding the validity or applicability of Purchaser's tax exemptions.

A.12. CHANGE ORDERS

A. Requests by Purchaser for any modifications or changes to Contractor's Services, including but not limited to, additions, deletions or other revisions, must be issued in writing by an authorized representative of Purchaser. All such Change Order requests are subject to Contractor's written acceptance, and may result in adjustments to fees, expenses and delivery schedules as mutually agreed in writing.

B. The Parties acknowledged that Purchaser's inability to fully comply with its responsibilities under this Agreement may impact the Contractor's Services. Therefore, Purchaser's failure to adhere to its obligations or interference with the Services shall entitle Contractor to a Change Order under this Section A.12.

C. If Purchaser initiates any modifications to the Facilities not disclosed and reviewed with the Contractor prior to the Effective Date or if Contractor requests changes to this Agreement as made necessary by the happening of an event of Force Majeure or a Change of Law, Contractor shall be entitled to a Change Order.

D. Contractor shall be entitled to suspend its performance for the particular Purchase Order pending the agreement of the Parties as to the relevant adjustments in scope, compensation and scheduling for any given Change Order.

A.13. CANCELLATION

A Purchaser is required to pay all duly justified and reasonable costs incurred by Contractor in case cancellation takes place after shipment is ready or Purchaser cancels a Purchase Order for convenience. In any and all case, such costs shall not exceed thirty percent (30%) of the Purchase Order value.

A.14. TITLE AND RISK OF LOSS

A. Title to all Materials or equipment sold by Contractor to Purchaser shall transfer to Purchaser upon Contractor receiving Purchaser's payment for the respective Purchase Order in full. The risk of loss for Materials or equipment provided to Purchaser under any Purchase Order shall transfer to Purchaser when Purchaser has care, custody and control of the Materials or equipment.

A.15. GOVERNING LAW

A. This Agreement shall be governed and construed in accordance with the laws of Republic of Korea without regard to its conflicts of law principles.