

GENERAL CONTRACT CLAUSES

Order Bills to Subcontractor

1. GENERAL TERMS AND CONDITIONS

- a) Acceptance of orders placed by ORION TECHNIK MAINTENANCE & ENGINEERING implies acceptance without reservation of the current conditions; The Subcontractor expressly renounces the right to avail themselves of their own sales conditions.
- b) Moreover, in the event an order requires particular conditions of a technical, commercial or administrative nature required by the Subcontractor, these shall prevail over the current ones herein.
- c) When accepting an order, the Subcontractor is required to abide by the instructions given to the same and carry out all its own corrective actions at its own expense to ensure the expected manufacturing quality requirements.

2. ACCEPTANCE OF ORDERS

The Subcontractor should return a document by any means in which it acknowledges receipt subsequent to receipt of an order within a period of 7 (seven) calendar days. On expiry of this period, ORION TECHNIK MAINTENANCE & ENGINEERING reserves the right to consider the same as accepted.

3. ENVIRONMENTAL PROTECTION

The Subcontractor should provide proof of good environmental practices and compliance with applicable legislation.

4. QUALITY ASSURANCE

- a) The Subcontractor shall work under the ORION TECHNIK MAINTENANCE & ENGINEERING's scope of approval and meet existing Quality requirements at in the form of the issue of a subcontracted products/services compliance certificate. For subcontracts within the sphere of Manufacturing, visual control should be guaranteed for the surface and dimensional finishing of 100% of parts manufactured by the same.
- b) Receipt of parts produced by the Subcontractor shall be carried out by ORION TECHNIK MAINTENANCE & ENGINEERING Quality Control and the Subcontractor shall be notified of the acceptance or rejection of the same up to 15 (fifteen) days subsequent to the respective receipt.
- c) In the event of non-compliance or defect, any work deemed necessary to correct the same shall be at the Subcontractor's expense. This work may be carried out as a result of the urgency of the same:
 - By ORION TECHNIK MAINTENANCE & ENGINEERING, invoicing the Subcontractor;
 - At ORION TECHNIK MAINTENANCE & ENGINEERING premises, by the Subcontractor and under the responsibility of the same;
 - By the Subcontractor, subsequent to devolution at its premises, with any devolution transportation and return to ORION TECHNIK MAINTENANCE & ENGINEERING at the expense of the Subcontractor.
- d) ORION TECHNIK MAINTENANCE & ENGINEERING shall decide on the option for each one of these solutions on a case-by-case basis.
- e) In all cases however, actual delivery dates are those of the finalization of the referred works, with the initial contract dates continuing to serve as reference for any potential applicable penalties for delays and/or price revision.
- f) The Subcontractor acknowledges that ORION TECHNIK MAINTENANCE & ENGINEERING and/or the Final Customer reserves the right to access its facilities wherever the contracted activities are being carried out, subject to prior notice, namely to evaluate compliance with any potential applicable certificates and conduct product contract requirement compliance inspections.
- g) The Subcontractor should ensure there is objective proof before ORION TECHNIK MAINTENANCE & ENGINEERING and/or Final Customer of the subcontracted product/service that Risk Management was taken into consideration parallel to acceptance of the respective order, including risk identification, analysis, control and attenuation.
- h) The Subcontractor should report to ORION TECHNIK MAINTENANCE & ENGINEERING all safety issues related to subcontracted activities through the appropriate interfaces and communication channels for the purpose of the internal safety reporting scheme (145.A.202).

5. TECHNICAL DOCUMENTATION

- a) ORION TECHNIK MAINTENANCE & ENGINEERING shall provide all technical documentation necessary for the manufacture of the ordered parts such as designs and applicable standards, requiring the Subcontractor to comply with all the specifications set forth in the same.
- b) ORION TECHNIK MAINTENANCE & ENGINEERING reserves the right to request the filling out of specific documentation as proof of compliance with the manufacturing process/service provision.
- c) ORION TECHNIK MAINTENANCE & ENGINEERING shall provide the Subcontractor at the request of the same with any additional documentation available to the same and which it considers to be useful to the completion of the ordered works.
- d) All documentation must be maintained as confidential by the Subcontractor and may not be used for other purposes other than those associated with said order, no copies made without prior written authorisation from ORION TECHNIK MAINTENANCE & ENGINEERING. Any acts liable to reflect a violation of the industrial property rights of ORION TECHNIK MAINTENANCE & ENGINEERING shall be the object of civil and/or criminal liability.
- e) At the end of the ordered works, all technical documentation provided by ORION TECHNIK MAINTENANCE & ENGINEERING must be returned or its destruction ensured pursuant to specific instructions for the same.
- f) In the support documentation for the manufacturing process/service provision, the traceability of raw-materials/incorporated parts must be ensured as well as the traceability of any measurement and testing equipment used, whenever use of the same is required.
- g) The Subcontractor guarantees the filing of all document processes throughout the period it is specifically indicated to by ORION TECHNIK MAINTENANCE & ENGINEERING. At the end of this period, document processes should be sent to ORION TECHNIK MAINTENANCE & ENGINEERING or their destruction ensured pursuant to specific instructions for the same.

6. RAW MATERIALS, EQUIPMENT AND PARTS

- a) By raw material, all that which comprises part of the structure of the respective parts in their delivery format is understood. This does not include materials used to complete manufacturing procedures such as treatment, lubrication products, etc.
- b) The nomenclature of the manufacturing requirements and amounts entrusted to the Subcontractor shall be specified and revised on a periodic basis by ORION TECHNIK MAINTENANCE & ENGINEERING.
- c) ORION TECHNIK MAINTENANCE & ENGINEERING shall stipulate coefficients for normal waste. However, justification for consumption may be requested from the Subcontractor.
- d) The Subcontractor should not resort to its own stock of articles or materials necessary to the execution of said orders. However, it may do so in exceptional cases with written authorisation from ORION TECHNIK MAINTENANCE & ENGINEERING which is committed to compensating or paying the Subcontractor for any articles or materials in question.
- e) In the event of rejection by the Subcontractor due to defect, in situations in which raw materials are provided by ORION TECHNIK MAINTENANCE & ENGINEERING, substitution of the same shall be made by ORION TECHNIK MAINTENANCE & ENGINEERING in supplementary supplies, and the material with a defect or rejected must be immediately returned to ORION TECHNIK MAINTENANCE & ENGINEERING.
- f) Except for that set forth in the previous paragraph, the cost of any supplementary supply shall be attributable to the Subcontractor, except when the latter provides proof that it is a case of defects undetectable at the time of the control and receipt of the same.
- g) The Subcontractor will be responsible for the storage, conservation, protection and use of all materials supplied or entrusted to the same by ORION TECHNIK MAINTENANCE & ENGINEERING. Said entrusted materials shall be identified and stored in an area set aside by ORION TECHNIK MAINTENANCE & ENGINEERING until their use.
- h) Any excess shall be returned to ORION TECHNIK MAINTENANCE & ENGINEERING subsequent to conclusion of the respective orders.

7. TOOLS

- a) Special tools already manufactured may be made available to the Subcontractor by ORION TECHNIK MAINTENANCE & ENGINEERING. ORION TECHNIK MAINTENANCE & ENGINEERING shall make an inventory of the same which shall be signed by both Parties.
- b) "Standard" tools shall be provided at the expense of the Subcontractor.

- c) Any tools loaned by ORION TECHNIK MAINTENANCE & ENGINEERING may only be used to execute orders passed by the same, with the Subcontractor responsible for:
 - Replacement of unavailable tools;
 - Carry out maintenance and/or calibration ensuring the perfect working and state of conservation pursuant to all procedures and guidelines applicable to the same;
- d) When loaning is ended, tools must be delivered to ORION TECHNIK MAINTENANCE & ENGINEERING at the expense of the Subcontractor in a state of immediate readiness for use.

8. RECEIPT OF FINISHED PRODUCT

- a) Finished products are to be delivered within the delivery timeframe previously specified in the respective order.
- b) Parts delivered to the warehouse should be perfectly packaged and steel parts must be protected with anticorrosive oil.

9. TRANSPORT

- a) The transportation of raw materials, tools or goods is to be carried out pursuant to Incoterms 2000 DDP modality whenever sent by the Subcontractor to ORION TECHNIK MAINTENANCE & ENGINEERING, encompassing all procedures related to the same, namely in terms of packaging, storage, insurance and other formalities, and pursuant to Incoterms 2000 Ex-Works modality when sent by ORION TECHNIK MAINTENANCE & ENGINEERING to the Subcontractor, except when another modality is agreed to.
- b) ORION TECHNIK MAINTENANCE & ENGINEERING shall only be responsible for transportation and/or the respective costs if this is expressly agreed to. In this last case, transport cost invoices must be accompanied by the shipping invoice with unequivocal proof of the prior payment of the same, obliging the Subcontractor to resort to the services of the shipping merchant indicated to the same by ORION TECHNIK MAINTENANCE & ENGINEERING.

10. DELIVERY DATES

- a) The delivery dates set forth in the respective orders are imperative.
- b) Delivery dates refer to the arrival of the respective order at the destination location. In the event of any delay, delivery by more expeditious means may be required at the expense of the Subcontractor.
- c) In the event that the cause for said delay of delivery date breach originates from a case of an Act of God, without a flaw or negligence on the part of the Subcontractor, delivery dates may be extended for a reasonable period taking the circumstances at the time into account.

11. PENALTIES

- a) Delivery delays are subject to the automatic application of penalties which may be 1‰ (one thousandth) to 2% (two percent) of the order amount, for each day of delay, pursuant to the subjective decision taken by ORION TECHNIK MAINTENANCE & ENGINEERING of the true situation, regardless of any notification in this sense, without infringing on the right to unilateral rescission of contract relations at any time by ORION TECHNIK MAINTENANCE & ENGINEERING.
- b) Application of the previous paragraph does not exclude the right to compensation for losses and damages based on current Portuguese legislation.
- c) Acts of God are those which unpredictable and insurmountable produce effects regardless of the wishes of the Parties. Cases of Acts of God are namely considered to be: phenomena or natural disasters, epidemics, governmental restrictions, wars, revolutions, acts of piracy or sabotage, strikes, lockouts and the occupation of factory premises.

12. PRICE AND TERMS OF PAYMENT

- a) The Subcontractor is required to invoice all the goods the object of the respective order pursuant to legal terms and deadlines, forwarding invoices in at least two copies, duly filled out to:
ORION TECHNIK MAINTENANCE & ENGINEERING
Caminho do Parrau, 10 – Zona Industrial das Corredouras
2630-369 Arruda dos Vinhos, Portugal
- b) Invoices to be issued by the Subcontractor must contain in addition to legal requirements, an indication of the respective order numbers offered by ORION TECHNIK MAINTENANCE & ENGINEERING.
- c) Invoice deadlines shall be the object of specific agreement entered into by ORION TECHNIK MAINTENANCE & ENGINEERING and the Subcontractor. In the absence of an express agreement, invoices are paid by the end of the second month following the date of the receipt of the same by ORION TECHNIK MAINTENANCE & ENGINEERING. ORION TECHNIK MAINTENANCE & ENGINEERING reserves the right not to accept any invoices in which the lack of any of its legal or agreed requirements is observed, or discrepancies in goods or service specification terms, amounts, prices or others, notifying the Subcontractor to this effect in writing in order to proceed with the relevant correction of the same.
- d) ORION TECHNIK MAINTENANCE & ENGINEERING shall also return any invoices corresponding to goods or services rejected or the object of complaint.
- e) The return of invoices pursuant to the terms referred to in proceeding paragraphs interrupts the respective invoice due date, taken to begin ab initio from presentation of a new or corrected invoice.

13. JURISDICTION AND APPLICABLE LAW

- a) Orders are regulated by current Portuguese law.
- b) The place of jurisdiction shall be the Courts of Lisbon with the express renunciation of any other except when the Parties decide in mutual agreement to resort to Arbitration.

14. WARRANTY

- a) The Subcontractor ensures that all articles supplied pursuant to this Contract shall be delivered free of material or manufacturing configuration defects, and that said articles must also abide by the drawings, technical specifications, technical files and other quality requirements as set forth in Art.3.
- b) Whenever deviations from that previously agreed are verified at the responsibility of the Subcontractor, ORION TECHNIK MAINTENANCE & ENGINEERING reserves the right to request appropriate corrective actions be specified and the respective implementation of the same with proof of effectiveness.
- c) The warranty for articles accepted pursuant to Art.2 extends for 24 (twenty-four) months subsequent to acceptance by the customer that contracted the works Subcontracted out herein by ORION TECHNIK MAINTENANCE & ENGINEERING.
- d) Articles covered by the guarantee period in which defects are detected shall be delivered to the Subcontractor along with a report of the respective anomaly with a view to the repair or replacement of the same.
- e) All expenses related to repairing or replacing said defective articles will be responsibility of the Subcontractor.

15. MODIFICATIONS

- In the event ORION TECHNIK MAINTENANCE & ENGINEERING requests the introduction of any modification to the subcontracted product in writing, the Subcontractor is required to proceed with said modifications which shall be handled in the following manner:
- Modifications which involve price adjustment are to be negotiated on a case-by-case basis by the Interest Parties.
 - All others shall simply imply the rescheduling of the respective date when necessary.

16. CIVIL LIABILITY

Without infringing on that arising from the current contract conditions, the Subcontractor is liable pursuant to the general terms of law, for any damages and lost profit caused to ORION TECHNIK MAINTENANCE & ENGINEERING as a result of a breach of any obligations undertaken.

17. ENTRY INTO FORCE

The current conditions enter into force upon acceptance of the respective order on the part of the Subcontractor pursuant to the terms set forth in Art.2, and of full effect as of the respective acceptance date.