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MODIFICATION OF EXISTING NONOX FURNACE IN METAL COATING LINE
INCLUDING DESIGN, ENGINEERING, MANUFACTURE, SUPPLY,
SUPERVISION OF ERECTION & COMMISSIONING
OF EQUIPMENT

FOR

TENOVA INDIA PVT. LTD.

AND

ALAF LTD.

BETWEEN

Number: ALAF-TIPL-MCL-01

CONTRACT

CONTRACT

This **CONTRACT** was entered into on the Twentyfirst Day of August, of the year Two Thousand and Nineteen.

BY and BETWEEN

ALAF Ltd. having its registered office at **Plot No. 18 Nyerere Road, P.O Box 2070, Dar-es-salam, Tanzania**, hereinafter referred to as "**PURCHASER**" (which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its legal representatives, assignees and successors in title)

Of the one part

AND

Tenova India Pvt. Ltd., having its office at **ITthink Techno Campus, A Wing, 5th Floor, Off Pokhran Road No.2, Thane (West) – 400601, India**, hereinafter referred to as "**SELLER**" (which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its legal representatives, assignees and successors in title).

Of the other part

Hereinafter collectively referred as the **PARTIES**.

1) The **PURCHASER** is desirous of contracting the **SELLER** to carry out design, engineering, manufacture, supply, supervision of erection and commissioning for the **MODIFICATION OF Nonox FURNACE IN METAL COATING LINE**;

2) The **SELLER** is ready and willing to carry out design, engineering, manufacture, supply, supervision of erection and commissioning for the **MODIFICATION OF Nonox FURNACE IN METAL COATING LINE**; and

3) In consideration of the terms and conditions stipulated hereunder, specifically the scope of work defined under Article No.4 of the contract, the **SELLER** hereby agrees to design, engineer, manufacture, supply, supervise the erection and commissioning for the **MODIFICATION OF Nonox FURNACE IN METAL COATING LINE** for the **PURCHASER** as per the scope of work defined in Article No. 4 of this Contract.

IT IS HEREBY AGREED and declared by and between the **PARTIES** hereto as follows:

The following Articles annexed to this Contract shall be deemed to form, to be read and to be construed as part of this Contract.

Article No. Description



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01.	Definitions
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All the articles listed above form the part of this Contract, being taken as mutually acceptable and explanatory to the PARTIES.

**ARTICLE 01
DEFINITIONS**

The following terms or expressions, as used in these General Conditions of the Contract and as may be used in any of the Contract document shall have the meanings defined hereunder:

1.1 Project
The term "PROJECT" shall mean the **MODIFICATION OF NONOX FURNACE IN METAL COATING LINE.**

1.2 PURCHASER
The term "PURCHASER" shall mean **ALAF LTD.** and shall include its legal representatives, assignees and successors in title.

1.3 SELLER
The term "SELLER" shall mean **TENOVA INDIA PVT. LTD.** and shall include its legal representatives, assignees and successors in title.

1.4 Sub-Supplier and/or Sub-Contractor
The term "Sub-Supplier" and/or Sub-Contractor shall mean a person, firm, company or corporation who supply Equipment, materials or services to the SELLER in connection with this Contract.

1.5 Contract
The term Contract shall mean this Contract, along with its annexes herein included, between the PURCHASER and the SELLER and shall supersede all prior documents whether written or oral and Letter of Intent, understanding, memoranda, minutes if any, made between the PARTIES in relation to the Contract.

1.6 Technical Specifications
Technical Specifications mean the signed technical specification no X-16019/P 771/Technical/Rev 06 dated 20.09.2019 and its addenda, annexures and/or amendments thereto agreed upon in writing by the Parties, all of which shall be deemed incorporated into, and shall be binding as an integral part of the Contract.

1.7 Plant and/or Equipment
The term Plant and/or Equipment shall mean all or any part of the Plant, Equipment, structures, materials and other supplies which are to be supplied by the SELLER to the PURCHASER in accordance with the Technical Specifications and which are not specifically excluded by the Contract from the supplies which the

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The term "Site Assembly" shall refer to the assembly and piping jobs carried out at Site by PURCHASER'S Sub-contractor's personnel.

1.15 Site Assembly

The term "Site" shall mean the place in Dar-es-salaam at which the Plant and Equipment supplied under the Contract are to be erected.

1.14 Site

The last major shipment shall be the one by which the cumulative value of the supply reaches a level of 95% of the total value

1.13 Last Major Shipment

The term "CIF", shall mean Cost and Freight up to Dar-es-salaam Port. The denomination CIF (Cost and Freight) is in accordance with INCOTERMS 2010.

1.12 CIF, Dar-es-salaam Port Basis

The term "FOB", shall mean Free on Board Indian Port. The denomination FOB (Free on Board) is in accordance with INCOTERMS 2010.

1.11 FOB Indian Port Basis

METAL COATING LINE.
The term "SUPPLY" shall include Supply, Supervision of Erection and Commissioning of Equipment for the **MODIFICATION OF NONOX FURNACE IN**

1.10 Supply

METAL COATING LINE.
The term "Manufacture" shall include Design, Engineering, Manufacture & Inspection of Equipment for the **MODIFICATION OF NONOX FURNACE IN**

1.9 Manufacture

Contract Price means the price of Equipment as set forth in Article 5 subject to any changes thereto agreed between the Parties in writing.

1.8 Contract Price

SELLER is obliged to supply under the Contract, drawings and schedules for the completeness of his supplies duly confirmed by the PARTIES as amendment to Contract.

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- 2.2 Technical Specification no. X-16019/P771/Technical/Rev 06, Dated 20th August 2019
- 2.1 This Contract.

The Contract Documents shall include the following:

DOCUMENTS OF THE CONTRACT

ARTICLE 02

- 1.21 Final Acceptance
The term "Final Acceptance" shall mean the release of a certificate by the PURCHASER to the SELLER at the satisfactory conclusion of Final Acceptance Tests.
- 1.20 Preliminary Acceptance
The term "Preliminary Acceptance" shall mean the release of a certificate by the PURCHASER to the SELLER at Commissioning.
- 1.19 Performance Guarantee
The term "Performance Guarantee" shall mean the undertaking by the SELLER to demonstrate by conducting Final Acceptance Tests and guarantee the achievement of Guarantee Parameters as defined in the TECHNICAL SPECIFICATION No. X-16019/P771/Technical/Rev 06, Dated 20th August 2019
- 1.18 Supervision
The term "Supervision" shall mean the control and directions given by the SELLER and/or the SELLER'S engineers and/or the Sub-Supplier's/Sub-Contractor's engineers to the PURCHASER'S personnel during Erection and Commissioning of the Plant and Equipment at Site.
- 1.17 Commissioning
The term "Commissioning" shall mean start-up and testing of Plant & Equipment under load with all the services (hot run), leading to commercial production of AZ Coated Coils.
The term "Erection" shall mean the putting up and/or installation of all Equipment, with structures, platforms, piping, cabling, etc. and testing individual Equipments with power under no load and under load but in cold condition (cold run) wherever possible.
- 1.16 Erection

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- 5.1 In consideration for the Scope of Work described in Article 4 and the TECHNICAL SPECIFICATION attached to this Contract, the PURCHASER shall pay to the SELLER the following:
 - 5.2 The PURCHASER agrees to pay USD 720,000 (US Dollars Seven Hundred And Twenty Thousand only) to the SELLER in exchange for the Design, Engineering, Manufacture, Supply described in Article 4.1. Supply will be on CIF Dar-es-salaam port.
 - 5.3 The PURCHASER agrees to pay USD 250 (US Dollars Two Hundred And Fifty only) per man-day for the services of supervisory personnel deputed to Site for supervision of Erection, Commissioning & Performance Tests.
 - 5.4 The above price does not include Insurance charges, Import Licence charges, Import Duties or any other Local Taxes or Fees that may be due in Tanzania. All bank charges levied in Tanzania will be borne by the PURCHASER. All such charges in India will be borne by the SELLER.
 - 5.5 As long as no overrun is attributable to the PURCHASER, SELLER agrees that the price quoted in Article 5.2 shall be FIRM up to the completion of the Contract. In case that an overrun is attributable to the PURCHASER, and that overrun causes

PRICE

ARTICLE 05

- 4.1 The SELLER will design, engineer, manufacture, and supply on CIF Dar-es-salaam Port basis, supervise the erection and commissioning of the Equipment for the MODIFICATION OF NonOX FURNACE IN METAL COATING LINE as per the Technical Specifications.

**ARTICLE 04
SELLER'S SCOPE OF WORK**

- 3.1 No change in respect of this Contract shall be valid unless the PARTIES to the Contract agree to the change in writing. In this event, this change will become an amendment to this Contract.
- 3.2 During the tenure of this contract, minutes of subsequent meetings and memoranda of understanding duly signed by the authorised representatives of the PARTIES and stipulated as an amendment to the Contract will form amendments to the Contract.

**ARTICLE 03
AMENDMENTS TO THE CONTRACT**

an increase in cost to Seller, the PARTIES agree to discuss and agree to any price increase.

ARTICLE 06

TERMS OF PAYMENT

6.1 The Supply price of USD 720,000 (US Dollars Seven Hundred And Twenty Thousand only) as defined in Article 5.2 of this Contract shall be paid by the PURCHASER as follows

- (1) 10% of the Supply Price as an advance payment upon signing of this Contract within Ten days (10) of receipt of a Commercial Invoice.
- (2) 10% of the Supply Price as progress payment within Ten days (10) of submission of following documents
 - a. General Assembly of the modified furnace
 - b. Modified P&I diagram
 - c. Description of the modification
 - d. Scope List
 - e. Commercial Invoice
- (3) 70% of the Supply Price shall be paid on prorate basis according to agreed billing break-up within Ten (10) working days against following
 - a. Commercial Invoice
 - b. Original on board Bill of Lading marked freight prepaid up to Dar-es-salaam Port
 - c. Packing list
 - d. Inspection certificate issued by Seller and countersigned by Purchaser in case inspection is witnessed by Purchaser
 - e. Fumigation Certificate from competent authority, if applicable
- (4) 5% of the Supply Price shall be paid within one (1) week of receipt of following
 - a. Commercial Invoice
 - b. Preliminary Acceptance Certificate
- (5) 5% of the Supply Price shall be paid within one (1) week of receipt of following
 - a. Commercial Invoice
 - b. Final Acceptance Certificate

6.2 For Supervisory Services, 100% payment shall be made on monthly basis against commercial invoice supported by time sheets certified by Purchaser within Ten working days (10) of submission.

6.3 All payments will be made by direct transfers of the corresponding amounts to the SELLER'S authorised bank as detailed in Article 6.4 below.

6.4 Remittance to be advised through the SELLER'S authorized Bank as follows:

Bank : BNP Paribas
Address : Paribas House, 1 North Avenue
Maker Maxity, Bandra Kuria Complex, Bandra East
Mumbai 400 051, INDIA
Account no. : 0900911639500248
SWIFT : BNPAINBB

ARTICLE 07

PERFORMANCE BOND

7.1 The SELLER shall establish and provide the Performance Bond, which shall be done at the time of Final Acceptance in favour of the PURCHASER for an amount of USD 36,000 (US Dollars Thirty Six Thousand only) which will expire twelve (12) months after the date of the Final Acceptance Certificate or eighteen (18) months from the date of last major shipment, whichever is earlier.

In the event the SELLER defaults on its obligations set out in the Articles of this Contract for Warranty, the PURCHASER shall be entitled to claim the corresponding amount out of the Performance Bond. The PURCHASER in that case shall be required to issue written notice of the claim to the SELLER allowing reasonable time to initiate remedial action within 30 days and the PURCHASER shall be free to withdraw the amount in case the SELLER has failed to fulfill his warranty obligations according to the conditions of this Contract.

7.2 The Performance Bond shall be in the form of bank guarantee to be issued by a bank in the SELLER'S country acceptable to the PURCHASER. The text of the Performance Bond shall be mutually agreed between the SELLER and the PURCHASER.

ARTICLE 08

EFFECTIVE DATE OF THE CONTRACT

8.1 The Effective Date of the Contract for the purpose of computation of delivery and all other obligations of both the PARTIES shall be from 21st August 2019 provided the advance payment as per Article 6.1 (1) is issued by 02nd September 2019. In case the said advance payment is delayed for reason not attributable to Seller, the Effective Date of Contract shall be the date on which advance payment is actually received by the Seller.

ARTICLE 09

TIME SCHEDULE & LIQUIDATED DAMAGES FOR THE EXECUTION OF THE CONTRACT

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(1) Witness necessary inspections and testing of all the Equipment during the manufacturing phase at SELLER'S/Sub-Supplier's/Sub-Contractor's works, to

10.1 TESTING- The PURCHASER or their authorized representatives shall have the right to:

TESTING, INSPECTION AND PACKING BEFORE DISPATCH

ARTICLE 10

9.5 If there is a delay in the time schedule of the Project caused by either party, the PARTIES shall endeavour to mutually define a revised schedule with the goal to compensate the delay.

9.4 Payment of Liquidated Damages within the maximum limits specified above as per 9.2 and 9.3 shall be the sole monetary remedy for the Purchaser.

9.3 In case of shortfall in Guaranteed Performance for reasons solely attributable to the Seller as indicated in Technical Specifications, the Seller shall be liable for payment of Liquidated Damages for non-performance as indicated in Technical Specifications, subject to a maximum of five percent (5%) of the Supply Price.

9.2 In case there is a delay in CIF supply beyond 31st March 2020 for reasons solely attributable to the SELLER and that delay causes an overrun in the Project schedule, SELLER will be liable to pay liquidated damages at the rate of half a percent (0.5%) of the Supply Price (Article 5.2) per completed week of delay subject to a maximum of five (5%) percent of the Supply Price. In case some non-critical items are shipped later than the last date of shipment and it does not have any effect on the starting of the Hot Run, this clause shall not be applicable.

- 5. Materials and utilities, which are under control of Purchaser
 - 4. Erection, which is under control of Purchaser
 - 3. Shutdown, which is under control of Purchaser
 - 2. Inspection by Purchaser, if any
 - 1. Payments
- Above time schedule is subject to timely receipt of

9.1 The time schedule for the execution of this Contract will be as follows:

Effective Date of Contract	: 21st AUG 2019 (Ref Art 8)
Approval of Layout & Foundation Drawings	: 21st NOV 2019
Start Shipment	: 1st FEB 2020
Finish Shipments (ETA Dar)	: 31st MAR 2020
Air shipments if any	: 31st MAR 2020
Start Erection	: 1st MAY 2020
Finish Erection & Cold Run	: 15th JUN 2020
Finish Commissioning (Hot Run)	: 30th JUN 2020
Finish Acceptance Tests	: 31st AUG 2020

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(2) That heavy machinery will be bolted to skids, which shall be of sufficient strength to support and prevent distortion of the machine while in transit. Wooden covers or plugs shall protect all openings of pipes, large valves and machinery, and caps shall cover all machine threads, so that they are protected against damage while in transit.

(1) That SELLER will provide for protection of the Equipment and will pack all of the Equipment in accordance with the best established packaging practices in order to ensure that the Equipment is protected against damage during transit, from the point of manufacturer's place, until it has arrived at the erection Site, under conditions which may involve multiple handling, transport by ship, road and air, storage, exposure to heat, moisture, rain etc. during transportation.

10.3 PACKAGING - Prior to shipping the SELLER shall ensure the following:

10.2 The PURCHASER's or their authorized representative's inspection and testing of the Equipment does not absolve the SELLER from its ultimate responsibility for the correctness of the design, for the materials specifications, for any manufacturing defects, for its performance guarantees and for any Equipment warranties.

(5) In case the PURCHASER asks for additional inspection/testing beyond the inspection plan of the TECHNICAL SPECIFICATIONS, additional costs if any shall be borne by the PURCHASER.

(4) The SELLER shall intimate the PURCHASER at least four (4) days in advance their schedule of inspection/testing of Equipment covered under the inspection plan

(3) Ask the SELLER to take reasonable measures to test the accuracy of any instrument and/or test piece used for testing. In case the PURCHASER question the accuracy of any instrument and/or test sample used for testing the SELLER and/or their designated Sub-Supplier/Sub-Contractor shall replace immediately the inaccurate instrument and/or test sample. The SELLER shall be responsible for the cost of such replacement.

(2) Access the SELLER'S and/or their designated Sub-Supplier's/Sub-Contractor's manufacturing Site, at all reasonable times, to inspect and/or test the Equipment during and/or after manufacture. However PURCHASER shall advise at least one week in advance of any planned visit to SELLER'S or designated Sub-Supplier's/Sub-Contractor's manufacturing facilities.

ensure that their manufacture is in compliance with the specifications mentioned in the Contract and the QAP (Quality Assurance Plan) prepared by Seller. SELLER shall provide PURCHASER with all the necessary facilities such as documents, instruments, tools, labour and test pieces to render inspection and testing effective. The PURCHASER shall be responsible for all the expenses and the charges of any Third Party Inspection that the PURCHASER requests.

- 12.1 The SELLER agrees to submit Erection instructions along with all drawings, catalogues, manuals etc. to the PURCHASER within 7 months of the Effective Date of Contract.
- 12.2 The SELLER agrees to provide lists of personnel, consumables, tools, tackles, instruments and other material required for Erection. This information will form a part of the Erection Instructions
- 12.3 The PURCHASER agrees to construct the foundations as per the Project schedule and also provide all personnel, consumables, tools, tackles, instruments and other materials as per the list and time schedule submitted by the SELLER.
- 12.4 The PURCHASER also agrees to carry out the erection as per the written and verbal instructions of the SELLER

ERECTION
ARTICLE 12

- 11.1 Site Assembly of the equipment with all its components will form a part of the Erection work.
- 11.2 The SELLER declares that no special tools, tackles and testing instruments are needed for the site assembly.
- 11.3 The SELLER/SUB SUPPLIER agrees to supervise the above works at site as per approved drawings & specifications, inspect and test the assembled equipment to the satisfaction of the PURCHASER.

SITE ASSEMBLY
ARTICLE 11

- (3) That all sensitive Equipment, all Equipment parts susceptible to corrosion when exposed to moisture, and all electrical equipment, shall be thoroughly protected against damage during transit and storage. In addition to customarily packaging, all electrical Equipment shall be wrapped in polyethylene or polypropylene plastic sheet, and any openings shall be sealed with waterproof tape.
- (4) That all of the Equipment shipped shall be stuffed into containers prior to shipment.
- (5) SELLER reserves the right to supply certain equipment / items un-packed after obtaining PURCHASER'S approval.

- 13.1 The SELLER agrees:
- (1) That SUPERVISION OF ERECTION & COMMISSIONING by the SELLER shall be carried out in accordance with the time schedule as referred to in Article 09.
 - (2) That the Erection and Commissioning of the Equipment for the MODIFICATION OF THE METAL COATING LINE and the Acceptance Tests shall be completed in a logical sequence.
 - (3) That the Erection of the Equipment shall be considered to be complete after all Equipment and Plant functions (supplied by SELLER) have been checked under load but in cold condition.
 - (4) That Commissioning of the Equipment shall be considered to be complete after Hot Run with specified raw material.
 - (5) That SELLER will depute qualified, healthy, skilled and competent engineers, supervisors and other personnel to carry out the Supervision of Erection by PURCHASER'S personnel.
 - (6) That for the Supervision of Erection and Commissioning and for the Acceptance Tests, the SELLER shall send competent supervisory personnel within fifteen (15) days from the date the PURCHASER informs the SELLER that the Site is ready for starting Erection. In case the notice is out of the time schedule, the deputation of supervisory personnel will be mutually agreed.
- 13.2 The provision of the SELLER, SELLER'S Sub-Suppliers, and its supervisory personnel is based on working 8-hours per day, from Monday to Saturday, excluding holidays.
- 13.3 Daily occurrences shall be recorded in a Site logbook maintained and signed by representatives of the PARTIES.
- 13.4 The man-days for supervision shall be calculated on the basis of absence of supervisory personnel from their Mumbai Office i.e. they shall also include the time of travel from head office to site and return to Mumbai.

SUPERVISION OF ERECTION AND COMMISSIONING

ARTICLE 13

- 12.5 The PURCHASER shall ensure that all Equipment delivered is properly handled and stored according to SELLER'S instructions and that all working area, Erection area, foundation area, storage area and transportation area are free from any obstructions.
- 12.6 The PURCHASER during the period of Erection, Testing and Commissioning shall provide all of the necessary services, such as electricity, water, compressed air, lifting and transportation facilities, scaffolding, operating aids etc. and materials, as well as PURCHASER'S skilled and experienced personnel, needed to erect and commission the Plant.

ACCEPTANCE TESTS

ARTICLE 14

- 14.1 Once all the Equipment are installed on foundation, aligned, grouted and all piping and cabling etc. are complete, power to the panels will be switched on and Preliminary Acceptance Tests will be carried out jointly by the SELLER and the PURCHASER.
- 14.2 Preliminary Acceptance Tests will include testing individual Equipments with power under no load and under load but in cold condition (cold run) wherever possible, immediately followed by hot tests (commissioning).
- 14.3 Once the Cold Run and Hot Run are successfully completed, the recorded test data and/or results will be jointly signed by the representatives of the PARTIES. The PURCHASER will then issue the Preliminary Acceptance Certificate within a period of one (1) week.
- 14.4 The PURCHASER will not hold the Preliminary Acceptance Certificate if some minor items have not been completed, provided these items do not have any effect on starting the Final Acceptance Test and the SELLER has taken action to complete these items within mutually agreed time frame.
- 14.5 Once the Cold Run is complete and found satisfactory, the Hot Run will be started with specified raw material leading to commercial production.
- 14.6 In case the Preliminary Acceptance test is delayed for reasons not attributable to Seller for more than 15 months from the Effective Date of Contract or 10 months from the date of Last Major Shipment, whichever is earlier, the Preliminary Acceptance Test shall be deemed to have been completed and the Purchaser shall release the associated payment.
- 14.7 Within maximum two months after the start of Hot Run the SELLER will carry out the Final Acceptance Tests (FAT) to demonstrate that the Plant is capable of achieving the Guarantee Parameters as defined in Schedule-VI of the TECHNICAL SPECIFICATION. The Purchaser shall ensure that all existing equipment and control/instrumentation system is functioning properly and satisfactorily since the performance of modified equipment is dependent on this. If required, Purchaser shall take any corrective action that the Seller recommends during the course of execution of this Contract. Once the FAT is successfully completed, the recorded test data and/or results will be jointly signed by the representatives of the PARTIES within two (2) days. The PURCHASER within a period of one (1) week shall issue the Final Acceptance Certificate to the SELLER.
- 14.8 In case the Final Acceptance test is delayed for reasons not attributable to Seller for more than 17 months from the Effective Date of Contract or 12 months from the date of Last Major Shipment, whichever is earlier, the Final Acceptance Test shall be deemed to have been completed and the Purchaser shall release the associated payment.



ARTICLE 15

PURCHASER'S OBLIGATIONS

15.1 The PURCHASER shall be responsible for fulfilling its following obligations:

- (1) DRAWINGS- The PURCHASER shall make all efforts to approve within one (1) week of its receipt the drawings submitted by the SELLER/SUB SUPPLIER. In this respect, the SELLER shall submit the drawings requiring approval from the PURCHASER in a phased manner, as per the agreed schedule. However, the SELLER may proceed with the detailed engineering and/or manufacturing of the Equipment, at SELLER'S risk, without having to wait for PURCHASER'S approval of the drawings. In case there is no information from the PURCHASER within the ten (10) days regarding approval of drawings, the same shall be deemed to be approved.

- (2) CLEARANCE FROM PORT AND TRANSPORTATION TO SITE- The PURCHASER shall arrange to clear the consignments from the port of landing and arrange for its transportation to Site. In case it is necessary, the SUPPLIER shall provide technical specifications, catalogues, test certificates etc to assist the PURCHASER in Customs clearance.

- (3) RECEIPT & STORAGE- Based on the SELLER'S recommendations and guidance the PURCHASER shall be responsible for the necessary infrastructure to receive and store the Equipment.

- (4) DAMAGES & SHORTAGES- The PURCHASER shall inspect the condition of the consignment / Equipment and its completeness of the same on receipt of consignment / Equipment at PURCHASER'S Site in presence of SELLER'S representative (if available or in absence). In case of damage, shortage of consignment during the transit, the PURCHASER shall inform the SELLER of the damage / shortage within seven (7) days of receipt at Site. Thereafter, the PURCHASER shall lodge the claims with concerned insurance agencies and place the order for repair / replacement with the SELLER.

- (5) FIRST FILLS- The PURCHASER shall be responsible for ensuring the availability of the first fills of all fluids including oils, grease at the time of commencement of trial runs.
- (6) UTILITIES-The PURCHASER shall be responsible for making available to the SELLER the required electrical power, fuel, water, and compressed air for the Erection, Commissioning and running of the plant conforming to Article 1.3 of the TECHNICAL SPECIFICATION.

- (7) ERECTION- The PURCHASER shall be responsible for carrying out the Erection of the Equipment supplied.

- (8) ACCOMMODATIONS- The PURCHASER shall provide reasonable accommodation to SELLER'S supervisory personnel and SELLER'S/Sub-



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16.1 The SELLER warrants:

WARRANTY

ARTICLE 16

- (17) COMMUNICATION FACILITIES - The PURCHASER shall provide free of charge one email facility, fax facility and shared telephone facility for SELLER's supervisor's official use.
 - (16) SECURITY - The PURCHASER shall extend the same security measures for the SELLER's and SELLER's Sub-Supplier's/Sub-Contractor's personnel as are standard for the PURCHASER's personnel.
 - (15) END-USER CERTIFICATES - The PURCHASER shall provide End-user Certificate based on the format provided by the SELLER in order for the SELLER to obtain necessary approvals from the concerned-authorities.
 - (14) AIR TICKETS - The PURCHASER shall provide Economy class return Air Tickets to the SELLER's and SELLER's Sub-Supplier's/Sub-Contractor's personnel.
 - (13) MEDICAL - The PURCHASER shall provide First Aid facilities and reasonable medical care for the SELLER's and SELLER's Sub-Supplier's/Sub-Contractor's personnel while on site.
 - (12) INSURANCE - The PURCHASER will take necessary Personal Accident Insurance for the SELLER's and SELLER's Sub-Supplier's/Sub-Contractor's personnel during their stay.
 - (11) WORK PERMITS - The PURCHASER at its own cost shall arrange for all the necessary work permits, and other immigration documents that will be required for the SELLER's and Sub-Supplier's/Sub-Contractor's personnel for their stay in Tanzania. However SELLER / Sub-Supplier's/Sub-Contractor's shall organise Visa for their personnel and all necessary assistance shall be provided by the PURCHASER.
 - (10) TRANSPORTATION- The PURCHASER shall provide at its own cost SELLER'S supervisory personnel and SELLER's/Sub-Supplier's/Sub-Contractor's personnel with local transportation from their accommodations / to the work Site.
 - (9) MEALS: The PURCHASER shall provide suitable meals including filtered water, tea, coffee etc. to the SELLER's supervisory personnel and SELLER's Sub-Supplier's/Sub-Contractor's personnel during their stay.
- Supplier's/Sub-Contractor's personnel during the duration of the project herein.

(1) That all the Equipment supplied under the Contract shall be in strict conformity with the Contract and TECHNICAL SPECIFICATIONS.

(2) That all the Equipment shall be free from any defects due to faulty design, engineering or specifications.

(3) That all the Equipment shall be of first class workmanship and confirm to all specified standards and safety norms specified in the TECHNICAL SPECIFICATIONS.

(4) That all the Equipment shall be manufactured using appropriate materials and shall be brand new and that no used or repaired parts shall be used.

16.2 The warranty shall be for a period of twelve (12) months from the date of Final Acceptance or eighteen (18) months from the Last Major Shipment plus any delay in the Project schedule which is due to reasons attributable to the SELLER, or 29 months from Effective Date of Contract whichever comes earlier. Parts subject to wear and tear and parts which have life expectancy less than the warranty period are excluded from the warranty clause.

16.3 The PURCHASER shall operate the Equipment in accordance with the instructions stipulated by the SELLER.

16.4 The SELLER shall take action to rectify or replace any Equipment or any part thereof that may show any defect during the warranty period, within 30 days from the date of intimation by the PURCHASER. Also, during the warranty period, on written request from the PURCHASER, the SELLER shall undertake the required rectification or replacement, at its own expense which shall include but not be restricted to all material, freight and supervision costs

16.5 The PURCHASER shall provide all the necessary and reasonable assistance to repair, rectify or replace any defective parts. If the investigations carried out by the PURCHASER and the SELLER reveal that the claims/defects are not attributable to the SELLER, the PURCHASER shall reimburse the SELLER with reasonable expenses incurred by the SELLER in replacing defective part.

16.6 The SELLER'S liability under this warranty clause shall be limited to such repairs and replacements and it shall exclude all other claims for incidental or consequential damages such as but not limited to loss of profit, loss of interest, loss of production, increased production cost, loss of business opportunity, and loss of Contract etc. The SELLER shall not accept any liability when parts which either due to their nature or to the use to which they were put, were prone to premature wear and/or in regard to defects due to wrong or ineffective handling, excessive strain, unsuitable soil, chemical, electro-chemical or electrical influence, atmosphere or other natural causes or inadequate storage. However, the SELLER shall take the shelf life of the chemical in account.

16.7 The rectified or replaced parts supplied by the SELLER shall have a new warranty period of twelve (12) months from the date of their Commissioning after being rectified and/or replaced. However, the SELLER'S obligation under this clause shall expire latest 48 months from the Effective Date of the Contract. In case the same

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17.2 The party affected by the *Force Majeure* shall inform the other party, as soon as possible, but not later than 10-days of the occurrence of the *Force Majeure* event;

17.1 If at any time during the execution of the Contract, the fulfillment of the SELLER'S or the PURCHASER'S obligations are impeded, delayed, prevented or hindered due to reasons of *Force Majeure*, such as a strike declared or undeclared, a lockout and/or for any other reasons beyond their controls or reasons of states, rules, regulations, orders and acts of government including travel restriction by the Tanzania government authorities, or war, civil commotion, riots, fire or floods or earthquake or explosion or any other Acts of God beyond their reasonable control at the time of executing the Contract, then their obligations under this Contract shall be extended for a period equivalent to the effect of the occurrence of the event.

FORCE MAJEURE

ARTICLE 17

16.12 The express warranties in this Contract are the sole and exclusive warranties that the SELLER makes. Any and all implied warranties, such as but not limited to warranties of merchantability or fitness for a particular purpose are excluded.

16.11 During the warranty period, the SELLER will be responsible for all of the transportation costs, and dues that may be derived for the loading and unloading of such parts that resulted defective or were found to be incorrectly designed.

16.10 The SELLER shall ensure the availability of all critical replacement parts for the equipment for a period of ten (10) years (except PC hardware) and will turn over all of the engineering construction drawings and/or specifications of all spare parts designed by the SELLER. In case of obsolescence of any parts within this period of ten (10) years, Seller shall suggest equivalent parts or replacements.

16.9 At the request of the SELLER any defective parts shall be returned at SELLER'S expense. SELLER'S request for defective parts shall be within 30 days of the date of replacement.

16.8 The SELLER shall provide specifications and/or drawings of normal fast wearing parts before start-up operation.

Equipment or part fails more than once during this period, both SELLER and PURCHASER will jointly investigate and find out the cause and remedy to prevent further failure. Should the investigations reveal that the failure is attributable to either party all direct costs relating to the implementation of the remedy and that of the investigation itself shall be borne by that party.

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18.2 Arbitration

The Parties agree that, at the written request of either Party ("Request"), they shall attempt to settle any and all disputes, controversies or claims arising out of or relating to the Contract, including but not limited to, its existence, validity, breach, enforceability, interpretation, execution, termination, or cancellation ("Dispute") by mutual agreement. If the Parties do not settle the Dispute within a period of 60 (sixty) Days of receipt of the Request, the dispute shall be submitted to arbitration and the provisions of Article 19.2 shall be applicable.

18.1 Settlement by Mutual Agreement

ARBITRATION & JURISDICTION

ARTICLE 18

17.5 If at the end of 180-days from the date the *Force Majeure* began and no mutually acceptable course of action has been agreed and if the *Force Majeure* continues, the Contract shall deem to have expired. In this case both sides shall reach an agreement regarding the winding up of the Contract and the financial settlement of the Contract.

17.4 If *Force Majeure* conditions shall prevail for a continuous period exceeding 120-days, from the date the *Force Majeure* began, the SELLER and the PURCHASER shall hold discussions with a view to identifying a mutually acceptable course of action.

17.3 The affected party shall inform the other party, as soon as possible by cable, fax or E-mail, followed by registered mail of the termination or elimination of the conditions of *Force Majeure*.

Within fourteen (14) days of the occurrence of the event of *Force Majeure* the party affected shall send the other party, via registered mail, a certificate issued by a competent authority confirming the *Force Majeure* to the other party.

The arbitral procedure shall be carried out in Singapore International Arbitration Centre (SIAC), Singapore in the English language and in compliance with the Rules of Arbitration of Singapore International Arbitration Council.

The decision of the arbitrators shall be final and binding upon both Parties, and may be entered in any court having jurisdiction thereof. Neither Party shall seek recourse to a law court or other authorities to appeal for revisions of such decision. Each Party shall be liable for its own attorneys' fees and other litigation expenses. Singapore International Arbitration Council and arbitrator fees and expenses for the arbitration shall be shared equally.

18.3 Performance Pending Award

The Contract and the rights and obligations of the Parties shall remain in full force and effect pending the award in any dispute settlement proceedings hereunder.

18.4 Jurisdiction

English Law, excluding the rules on conflict of laws, will rule the present Contract, including all of its annexes.

19.1 This Contract is entered into between the SELLER and the PURCHASER with the understanding by both sides that they will treat any information received from the other side as confidential.

19.2 The PARTIES agree not to reveal any information received from the other party, whether in full or partially, to third parties without prior written consent of the other party. Both sides will take all the necessary measures so that their personnel and/or Sub-Supplier's personnel do not violate this confidentiality.

19.3 The SELLER retains copyright in any drawings or specifications submitted to the PURCHASER. In addition, the SELLER reserves all rights of manufacture deriving therefrom. The PURCHASER shall not disclose drawings or specifications supplied by the SELLER, to third PARTIES, without the written consent of the SELLER, except: (1) to the extent to which may be agreed as necessary for the inspection, erection, maintenance and operation of the Equipment, and (2) for the drawings required for procuring spares in future.

19.4 The PURCHASER agrees not to use drawings or specifications, etc., supplied by the SELLER but for the single installation of the Equipment.

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ARTICLE 21

20.1 Neither the PURCHASER nor the SELLER shall be entitled to make any claim against each other which is not explicitly defined and provided for in these conditions. Neither party shall be liable to the other party for including but not limited to indirect and / or consequential damages such as loss of production, loss of profits, loss of interest, loss of Contract, loss of use of capital and any direct or indirect loss or damage.

20.2 The SELLER has contracted the PURCHASER as an independent contractor.

20.3 The SELLER's maximum aggregate limit of liability whether under/ or in connection with this Contract or performance or non-performance thereof, excluding Patent infringement shall be limited to 10% of the Contract Price.

LIABILITIES

ARTICLE 20

19.5 After signing of the Contract, any change in specifications, Equipment or scope of supply requested by the PURCHASER shall be made by mutual agreement as to the price and delivery implications and should be approved jointly.

19.6 The SELLER will obtain, at no additional cost for the PURCHASER, all the necessary authorizations for the design of the construction, design of process, and/or the mechanical design, whether they are from local or foreign source, whenever these ones have a patent by other entities, so that the PURCHASER can enjoy the full use of the Equipment for the life of the Equipment.

19.7 In case that the right to use a patent was violated by virtue of design of construction, design of process, and/or mechanical design, the SELLER at its own cost shall

(i) Indemnify the PURCHASER against any damages and costs arising out of and in respect of infringement of the right of patent referred herein.

(ii) Take steps to ensure that no further infringement occurs by taking the following measures at SELLER's option:

(1) Obtain for the PURCHASER the right to continue using such part or Equipment infringing the right of patent or

(2) Eliminating the infringement by replacing or remodeling the part or Equipment which is the cause of patent infringement on condition that the new part does not infringe any more patent rights and does not have any effect on the Guarantee Parameters.

In any event, the SELLER will hold the PURCHASER free of any claim, responsibility, process or action for liability that could be brought from any third party as a consequence of said violation under the condition that PURCHASER informs the SELLER immediately of any claim and the SELLER has full control over any legal proceedings with regards to such claim. The remedies mentioned expressly in this clause 19.7 are PURCHASER'S sole and exclusive remedies for patent infringements.

22.1 Termination for default or insolvency

TERMINATION OF CONTRACT

ARTICLE 22

ALAF Limited,
Plot no. 18, Nyerere Road,
PO Box 2070, Dar-es-salam,
Tanzania

21.3 All Shipping Documents and related correspondence shall also be dispatched to the following address:

ALAF Limited,
Plot no. 18, Nyerere Road,
Dar-es-salam,
Tanzania

21.2 The goods supplied under this Contract shall be dispatched to the following address.

Tenova India Pvt Ltd,
IThink Techno Campus,
A Wing, 5th Floor,
Off Pokhran Road No. 2,
Thane (West) - 400601
India

FOR THE SELLER

ALAF Limited,
Plot no. 18, Nyerere Road,
PO Box 2070, Dar-es-salam,
Tanzania

FOR THE PURCHASER:

21.1 All notices and other communications hereunder shall be deemed to have been duly given when received by the party to which they are addressed at its address given below or at such other address as the respective party hereto may hereafter specify to the other party from time to time. All notifications in relation to this Contract shall be numbered in chronological order (i.e. PURCHASER NOTICE #1, SELLER NOTICE #1).

LEGAL ADDRESS FOR NOTIFICATIONS

22.3.2 If Seller terminates the Contract in accordance with Article 22.2 (b):
Purchaser shall:

(i) Purchaser shall pay to Seller all portions of the Contract Price allocable to work performed (for example, the price for Equipment shipped, completed or partially completed before the termination), all termination amounts due to Seller's suppliers and subcontractors, and all Services performed at the Seller's;

22.3.1 If Purchaser terminates the Contract in accordance with Article 22.2 (a):

22.3 Effects of termination

- a) If a Force Majeure event extends for more than 180 (one hundred eighty) Days in aggregate and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay;
- b) In the event that there is delay in payments by the Purchaser exceeding 30 (thirty) Days, the Seller shall be entitled to terminate the Contract by giving the Purchaser written notice to that effect.

Contract can also be terminated under the following circumstances:

22.2 Other termination events

(ii) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws.

or

(a) Non-Defaulting Party shall first provide the Defaulting Party with detailed written notice of the breach and of Non-Defaulting Party's intention to terminate the Contract; and
(b) Defaulting Party shall have failed, within 30 (thirty) Days after receipt of the notice (or any extended period considered reasonable and agreed in writing by the parties), to either (1) commence and diligently pursue cure of the breach, or (2) provide reasonable evidence that the breach has not occurred;

(i) substantially breaches a material obligation that does not otherwise have a specified contractual remedy, provided that:

Either Party (the "Non-Defaulting Party") may terminate the Contract immediately for cause if the other Party (the "Defaulting Party");

21/8/2019
[Signature]

[Signature]

In presence of:

In presence of:

21/8/2019
[Signature]

[Signature]

**FOR AND ON BEHALF OF
TENVA INDIA PVT. LTD.**

**FOR AND ON BEHALF OF
ALAF LTD.**

IN WITNESS WHEREOF the PARTIES hereto have through their duly authorized representatives executed this Contract, on the date herein below mentioned.

- (i) pay the Seller for all Equipment completed / partially completed and delivered at Site, all termination amounts due to the Seller's vendors and subcontractors, and services performed before the effective date of termination;
- (ii) pay any reasonable expenses incurred by Seller in connection to the termination, including expenses for repossession, fee collection, demobilization/remobilization or costs of storage during suspension within 30 (thirty) Days after upon submission of Seller's invoice(s).

22.3.2 If Seller terminates the Contract in accordance with Article 22.2 (b): Purchaser shall: