



Order Confirmation 11042400635

J. HELMKE & Co. · Ludwig-Erhard-Ring 7-9 · 31157 Sarstedt · Germany

Date 04/06/2024

DELTA GmbH
Lübecker Straße 1
ALSTER TOWER
22087 Hamburg
DEUTSCHLAND

Your contact person Nasner, Matthias
Department P+A / Na / Na
E-mail matthias.nasner@helmke.de
Phone +49 5066 90333-181
Telefax +49 5066 90333-291
Your Telefax
Representative

01. Our Order Confirmation 11042400635
02. Our Offer 11032400795 dd. 06.03.2024
03. Your Order DELTA-HELMKE-2024- PO-200 dd. 27.05.2024

Dear Sirs,

We thank you for placing your order for

| Item | Quantity/ Unit | Description | Unit Price EUR | Total Price EUR |
|------|-------------------|---|-------------------|--------------------|
| 1 | 2.00 pc | Three-phase squirrel cage motor Ex ec IIC T3 Gc Brand : HELMKE Type : NDOR315M-02-3G Output : 120.00 KW Voltage : 400.00 V D / 690.00 V Y Frequency : 50.00 Hz Pole : 2 -pole Speed : 2,982.00 1/min Frame type : IM B3 Frame size : 315 Type of Protection : IP 55 Explosion Protection : Ex ec IIC T3 Gc Terminal Box : on top Insulation class : F RAL : 5010 Efficiency class : IE3 Weight approx. : 880.00 kg | | |



half key balance
cast-iron casing
3 PTC for shut down
regreasing device
anti-condensation heater, 230 V, 50 Hz

Further technical data and dimensions acc. to attached
data sheet and outline drawing.

Customs tariff no. : 85015381

2 2.00 pc **Three-phase squirrel cage motor Ex ec IIC T3 Gc**

| | |
|----------------------|---------------------------|
| Brand | : HELMKE |
| Type | : NDOR100L-04-3G |
| Output | : 2.50 KW |
| Voltage | : 400.00 V D / 690.00 V Y |
| Frequency | : 50.00 Hz |
| Pole | : 4 -pole |
| Speed | : 1,450.00 1/min |
| Frame type | : IM B3 |
| Frame size | : 100 |
| Type of Protection | : IP 55 |
| Explosion Protection | : Ex ec IIC T3 Gc |
| Terminal Box | : on top |
| Insulation class | : F |
| RAL | : 5010 |
| Efficiency class | : IE3 |
| Weight approx. | : 40.00 kg |

half key balance
cast-iron casing
3 PTC for shut down

Further technical data and dimensions acc. to attached
data sheet and outline drawing.

Customs tariff no. : 85015220



Order Confirmation 11042400635

| | | |
|------------------------------|-----------|-----------|
| Special Package Price | 21,150.00 | 21,150.00 |
|------------------------------|-----------|-----------|

| | |
|--------------|------------------|
| Net amount | 21,150.00 |
| VAT 19.00% | 8,037.00 |
| Total amount | <u>25,168.50</u> |

| | |
|--------------------|--|
| Place of dispatch: | Sarstedt |
| Terms of delivery: | FCA D-Sarstedt (Incoterms 2020) |
| Terms of payment: | 50% down payment with the order against invoice 50% prior to shipment against invoice. Latest 60 days after notice for readiness for shipment. |
| Warranty | 12 months after commissioning, max. 18 months after delivery resp. when notice was given that goods are ready for dispatch |
| Production time | approx. 8 weeks after technically and commercially clarified order and receive of down payment. Motor delivery subject to receipt of copy of valid "BAFA-Nullbescheid" or proper compliant export control documentation provided by the customer at the discretion of the Seller. |

The Order is subject to export control. Export control conditions acc. to enclosure.
The customer has to provide the proper compliant export control documentation within 2 weeks after order confirmation

The above mentioned payment condition is subject to a positive credit check, unless 100% prepayment has been agreed. Insofar, for the purpose of credit checks, you give us your consent to transmit to third parties your data communicated to us. In the event of a negative credit check, the purchase price has to be paid in full to our account prior to delivery upon notification of readiness for dispatch.

In the event the Supplier is solely responsible for the delayed delivery and the delay is not due to force majeure, the Purchaser may, if he has demonstrably suffered a loss therefrom, claim a compensation as liquidated damages of 0.5 % for every completed week of delay, but in no case more than a total of 5 % of the price of that part of the Supplies which due to the delay could not be put to the intended use. Liquidated damages are considered as sole and exclusive claim for damages on account of late delivery and shall be paid by the Supplier 30 days after receipt of Purchaser's damaging evidence and justified invoice. Right of contract cancellation based on statute shall remain only in case of substantial delay for that the Supplier is solely responsible

Computer-generated document, valid without signature. If requested, we will send you the original order confirmation.



Order Confirmation 11042400635

General conditions

Incoterms 2020 latest version are to be applied.

Documentation as per manufacturers standard is available on request. The supply of special documentation must be confirmed by HELMKE before placing the order.

Not included in the price is (unless otherwise specified):

- Base plates and fastening screws
- Cable glands
- Couplings
- Supervision for assembly, commissioning and testing on site
- Un-witnessed and witnessed tests
- Transport

Warranty (not applicable for wear and tear parts)

The warranty is subject to compliance with legal inspection and notification obligations as well as Supplier's storage, installation, commissioning and operating instructions as well as inspection and maintenance rules, which are a fix part of Supplier's documentation. For motor supplies the prescribed measurements and controls have to be documented and have to be sent to Supplier in regular intervals. The duty to supply information starts with the receipt of the commissioning protocol.

If changes, installations or modifications which are beyond normal maintenance works are carried out on the Supplies without written agreement from Supplier, the warranty will not apply.

Finally, the warranty set forth hereinafter shall not apply if and to the extent the cause for the breach of warranty is attributable to Buyer's use of the Supplies in combination with other products not supplied by Supplier and not provided for in Supplier's documentation and/or the contract and/or as may otherwise reasonably be contemplated, provided that the breach of warranty is caused by such combination.

All verbal and written information about the suitability and application options of our Supplies are provided to Supplier's best knowledge. However, Supplier is merely presenting its experience and not issuing any warranties. Claims against Supplier in this regard shall be excluded hereby.

Buyer shall remain obligated to satisfy itself by inspection of the suitability of the Supplies for the application purposes foreseen by it as soon as feasible in the normal course of business. If Buyer discovers defects for which Supplier is liable under warranty, Buyer must notify Supplier without delay, but in any case no later than within one (1) month from the day of delivery of the Supplies. Should Buyer fail to do so, the Supplies are deemed accepted except in the case of defects that would not be revealed by the customary inspection. Where such defects come to light subsequently, Supplier must be notified immediately, but in any case no later than within two (2) weeks from the day on which Buyer has discovered the defect, failing which the Supplies will be deemed accepted even in respect of such defects. Any defects establishing during inspection or operation shall be communicated by written notification (claim) including description of the situation, nature of discrepancy/ defect, cause of defect and additional damages, detailed defects report and a complete set of photos.

Any action for breach of warranty of quality and fitness becomes time-barred twelve (12) months after commissioning of the Supplies to Buyer, max. 18 months after delivery date or advice of readiness for shipment, even if Buyer does not discover the defects until later. Notice of claim must be received prior to the expiration of this period of time.

If the claim is found well-grounded Supplier shall be first entitled to repair or to replace the defect Supplies at its option and costs within a reasonable period agreed by both sides. If required, access to site for repair of the defective Supplies shall be granted. In this case warranty for repaired and replaced parts shall be extended for a period of six (6) months. The said expenses include costs for repairing and replacing defective parts. Costs for disassembly and reassembly, transportation, travel costs, insurance, custom clearance and custom duties are not included. Notwithstanding, costs and expenses incurred in this connection are limited to the order value of defective product. Self-performance or assignment of third parties may be made only with Supplier's prior written consent. Further assurances or guarantees shall only be binding if confirmed by Supplier in writing.

Warranty does not apply to natural wear and tear or/and damages resulting after the transfer of risk from faulty or negligent operation/handling, excessive strain, unsuitable equipment, defective workmanship, inappropriate foundation soil or from particular external influences that are not presupposed by the contract as well as for defects related to services and performances provided by third parties.

Liability

Supplier does not exclude the liability for death or personal injury.

Within the legal limits, to the extent applicable, and with reservation of unlawful intent and gross negligence, Supplier excludes any contractual and non-contractual liability for any losses and damages caused by its actions or omissions. In particular, any claims or entitlements on part of Buyer, based on whatever legal reason (contract, tort including negligence or strict liability or any other legal or



Order Confirmation 11042400635

equitable theory) and related to loss of production or loss of profits or sales, business interruption or lost revenue, loss of information and data, or for any special, incidental, punitive, indirect or consequential damages arising out of or in connection with this order shall be excluded.

As far as permitted by law, the aggregate liability of Supplier under or in connection with the contract shall be limited at maximum to the price of the order in question.

Supplier shall not be liable for any delays or failures caused by circumstances beyond its reasonable control (Force Majeure), including, without limitation, acts of God, acts of civil or military authority, fires, floods, earthquakes, epidemics and failure of the Internet.

With reservation of unlawful intent and gross negligence, Supplier shall be liable for the absence of third party rights based on industrial or other intellectual property rights only with respect to any infringements in the Federal Republic of Germany. Supplier represents, however, that he is not aware (without having made any specific inquiry) of any infringements of such rights in other countries. In the event that any infringement of third party rights based on industrial or other intellectual property rights occurs or is likely to occur, and provided that Supplier is liable according to the warranty set forth above, Supplier shall at its option, expense and risk, either (i) procure for Buyer the right to continue to using the Supplies without infringing any third party rights, or (ii) modify or replace the Supplies or the infringing parts thereof by other products of equivalent capabilities, features and functionalities, so that the same become non-infringing. Buyer shall immediately notify Supplier in writing of any third party claim or notice of violation made or asserted for which Buyer wants to hold Supplier liable under the contract. In case of litigation or other proceedings, Buyer shall defend such claim in accordance with Supplier's instructions or, if legally permitted and if requested by Supplier, permit Supplier to conduct the defence of any such claim. Further, Buyer shall provide Supplier, at Supplier's cost, with reasonable assistance to defend such claim, and consent to any in- or out-of-court settlement of such claim which, to Buyer's reasonable satisfaction, does not conflict with its own legitimate interests. Except for the express warranty set forth above, any warranty of title on behalf of Supplier of any nature, express or implied, shall be excluded to the extent permitted by law.

Right of contract cancellation shall only remain in case of substantial delay or defect of Supplies and Supplier's ultimate failure of remedy in accordance with legal requirements.

The right to off-set and withhold exists only with undisputed or legally established claims between the Parties.

Delay in delivery:

If the delivery of the Supplies is delayed more than one month due to reasons the Supplier is solely responsible for and the Buyer suffers damages thereby, the Buyer is entitled to demand liquidated damages at a rate of 0.5% of the ex-works price of the delayed part of delivery for each full week of delay (unless otherwise confirmed before order placement). The total liquidated damages shall not exceed 5 % of the ex-works price of the delayed part of delivery.

Export clause

The shipment and services by Supplier shall be under the condition that no hindrances, attributable to German or otherwise applicable national, EU or international rules of foreign trade law or any embargos or other sanctions exist. The Buyer shall provide an end-use certificate indicating all details of the end-use of the deliveries and services as well as all other information and documents which are required for the export checks/ export/ transfer / import.

Delays caused by export checks or licensing procedures or administrative instructions (requirement for official permits/ negative certificates) shall override any lead times or deadlines stipulated. Any claims for damages shall be excluded because of this and of above-mentioned transgression of deadlines.

In case of an export embargo of the deliveries and services at Supplier's country against the end-use country for a period of more than 3 months the contract can be cancelled at the discretion of the Supplier.

In this case, the Buyer can not refer to Force Majeure and the deliveries and services of the Supplier shall be calculated according to its cancellation conditions.

As for the rest, the Buyer shall compensate Supplier's proven expenses incurred in connection with deliveries and services not yet rendered, if and to the extent that these expenses were caused by the cancellation and cannot be avoided by another prompt disposition.

The Supplier is entitled to set off received payments with its cancellation fee claims. This also applies in case of agreed payment bonds or payment guarantees/sureties.

"NO RE-EXPORT TO RUSSIA" CLAUSE

- (1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
- (2) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) of this clause.



Order Confirmation 11042400635

(4) Any violation of paragraphs (1), (2) or (3) of this clause shall constitute a material breach of an essential element of this Agreement, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Order; and

(ii) a penalty of 10 % of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The Buyer shall immediately inform the Supplier about any problems in applying paragraphs (1), (2) or (3) of this clause, including any relevant activities by third parties that could frustrate the purpose of paragraph (1) of this clause. The Buyer shall make available to the Supplier information concerning compliance with the obligations under paragraph (1), (2) and (3) of this clause within two weeks of the simple request of such information.

Delivery and performance

Contrary to any purchase conditions we exclusively deliver as per the conditions of our quotation and according to the "General Conditions of Supply for Products and Services of the Electrical Industry". Other conditions as well as verbal agreements require our written approval to be valid. Sarstedt / Federal Republic of Germany shall be place of performance for all deliveries and services.

In case Buyer's registered seat is in the European Union, the provisions on applicable law and jurisdiction stated in the "General Conditions for the Supply of Products and Services of the Electrical Industry" of the ZVEI shall apply.

If, however, Buyer's registered seat is outside the European Union, the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply for this order. The substantive laws of Switzerland shall apply with respect to any matters not governed by such Convention.

Any dispute, controversy or claim arising out of or in relation to this order (including the validity, invalidity, breach or termination thereof) shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. Place of arbitration: Zurich, language: English.

Encl.

General Conditions for the Supply of Products and Services

Export control conditions

We exclusively deliver according to the "General Conditions for the Supply of Products and Services of the Electrical Industry" including the supplementary conditions "extended reservation of ownership" of ZVEI in their latest valid versions together with the general conditions of J. Helmke & Co. and the supplements listed on our offer / order or invoices. Should the aforementioned conditions or regulation not be known, they will be sent upon request. It is also possible to obtain them from the internet under <http://www.helmke.de>. If non-observance of the times set is due to circumstances that make fulfillment of our contractual obligation impossible or significantly more difficult and which are beyond our control, however not limited to

(a) force majeure, such as natural disaster (lightning, fire, earthquakes, flooding) mobilization or large-scale military conscription, war, terror attacks, rebellion or revolt, requisition, seizure, currency restrictions, epidemic, decisions or decree of governmental authorities, warnings from Foreign Office or similar events (e. g. restrictions on fuel, general shortages of material, transport, goods, or power, absence of personnel resp. sub-supplier/ subcontractor due to disease or school dropout related care, strikes, blockades, lockouts or other labour conflicts);

(b) virus attacks or other attacks on the Supplier's IT systems occurring despite protective measures were in place that complied with the principles of proper care;

(c) hindrances attributable to German, US or otherwise applicable national, EU or international rules of foreign trade law or to other circumstances for which Supplier is not responsible; or

(d) the fact that Supplier does not receive its own supplies in due time or in due form such times shall be extended accordingly.

Should the service assignment on site as a result of the above mentioned circumstances be considerably hindered, endangered or impaired, we are also entitled to postpone, cancel or terminate the service assignment at cost-neutral for us. However, we reserve the right to invoice the costs incurred in connection with the organization of the service assignment in particular but not limited to flights, hotels and other travel costs, provided that such costs incurred despite cancellation and postponement of the service assignment.

Additional costs for return transport will also be charged.

Because of this and of above mentioned transgression of deadlines, any claims for damages shall be excluded.