

QUOTATION

PURCHASE OF CAMBI TEST RIG



Client:

Loudoun Water

Document title

QUOTATION

600040
Project no.

Z
Discipline

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Type

1024
Quote no.

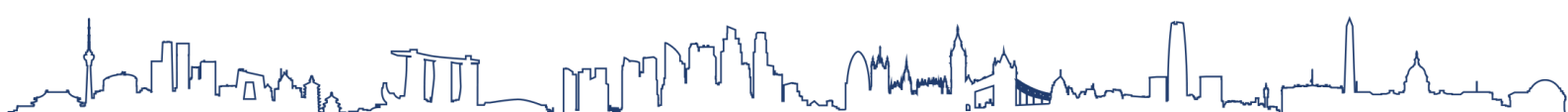
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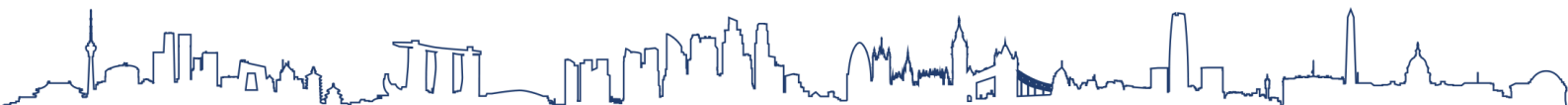
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Contents

1.	Introduction.....	3
2.	General Information	3
3.	The Equipment for Purchase	4
4.	Commercial Conditions.....	5
4.1	Price – Test Rig (new unit).....	5
4.2	Optional services	6
4.3	Payment Schedule.....	6
4.4	Other Conditions.....	6
4.5	General Exclusions.....	6
5.	Process description, Utilities Required	7
5.1	Utilities required.....	7
6.	O&M Manual, Training and other requirements.....	7
7.	Technology rights	8
8.	Terms and Conditions.....	9
	Appendix A: Terms and Conditions of Sale	10
	QUOTATION ACCEPTANCE.....	11



1. Introduction

Cambi test rigs are intended to test and demonstrate the functionality and performance of the Cambi Thermal Hydrolysis Process ("Cambi THP") for treatment of different substances, such as sludge from waste-water treatment, food-waste, septic, manure. These test rigs are used also to evaluate the effect of the Cambi THP on processes downstream of the Cambi THP, including digestion and dewatering equipment.

Cambi test rigs are quoted under standard Terms and Conditions of Sale. Deviations from the standard terms and conditions of this quotation may lead to the increase of prices.

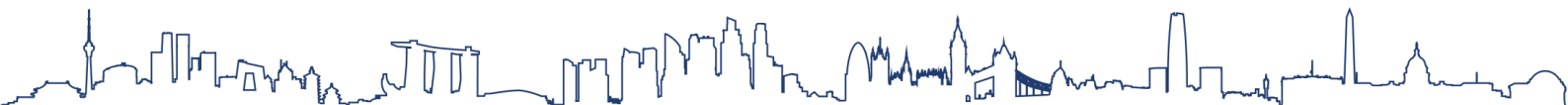
This quotation and the order acknowledgement executed by the client within this quotation validity period, will form and become the agreement between the parties for the purchase of the test rig described herein.

2. General Information

The parties	
Seller:	CAMBI Solutions AS Skysstasjon 11A 1383 Asker Norway ("Cambi")
Owner:	Loudoun Water Way 44865 Loudoun Water Way Ashburn, VA 20147 USA ("Client")

Location where the test rig is to be installed and operated	
Address:	44865 Loudoun Water Way Ashburn, VA 20147 USA (the "Site")

Contact persons	
Cambi representative:	Name: Bill Barber Title: Technical Director E-mail: bill.barber@cambi.com Telephone: +1 571 414 9643
Client representative:	Kendra Sveum



	<p>Plant Engineer</p> <p>ksveum@loudounwater.org</p> <p>+1 571 440 1803</p>
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3. The Equipment for Purchase

The plant is produced based on the following design data:

- Operating pressure max. 10 bar.
- Design pressure 16 bar.
- Steam temperature up to 180 degrees.

The test rig is transportable in 3 suitcases

- 2 suitcases (800x400x455mm)
- 1 suitcase (900x480x400mm)

The test rig consists of 3 main parts:

- Filling funnel and reactor.
- Flat tank with detachable skid.
- Pipe system with water condensing unit.

Reactor tank - volume approx. 5L

Reactor tank is made of pipe size diam. 156x3 with 2" connection socket and ball valve at the top. Filling funnel diam.150 / diam. 60. Outlet connection diam. 150 / diam. 33.7.

1" flat valve - immediately above the flat valve is placed the 1/2" steam connection. The steam connection is supplied with a steam control valve and manometer.

The 2" filling valve is delivered with either angular gear or lockable (padlock) handle.

Assembled dimensions W x D x H = 1.5 x 1.5 x 2 m.

Flash tank - volume approx. 4-5L

Flash tank is made of pipe size diam. 204x2 with combined welding union coupling. Internal pipe must be provided with a recess for insert of a nozzle. (technical specification regarding this must be submitted in connection with the production). The flashtank is equipped with 2" drains and condensate pipes, as well as a 1/2" hose connection for flushing water. The flashtank is fitted with brackets for attaching three steel legs.

Piping:

1/2" steam pipe is provided with an appropriate number of unions couplings to ease disassembling. Hose connections such as GEKA or Camlock.

Steam production unit:

2" heating cartridge fab. JEVI design pressure 10 bar, capacity 310w pr. 50 cm, design requirements 2000w L = min. 400mm + connection box. The heating cartridge is built into the steam tank diam. 150x450, which is equipped with a pressure switch fab. Danfoss RT31B, overpressure protection 12 barg, manometer with diaphragm and DN 15 filling valve, non-return valve and steam needle valve. The steam production unit is built into an insulated protective jacket. Approx. dimensions diam. 250x550 mm. All electrical components are included in the local control box.

General

All materials are made of stainless steel 1.4404. All components are provided with heat protection insulation, either as insulation with an aluminum jacket. The system is registered and delivered with a CE mark.

Cambi THP 5L test rig description

The Cambi THP 5L test rig includes:

- 1 x Steam Generator
- 1 x Reactor (5 liters)
- 1 x Flash tank
- Cooling piping system
- 1 x collection bucket, with one connection DN 50
- Power supply required: 2x16A/240V
- All associated instrumentation, valves & piping
- Materials made in AISI 316, frame construction in AISI 304.
- Operating and Maintenance Manual in English language (in electronic format)

4. Commercial Conditions

4.1 Price – Test Rig (new unit)

Pos.	Description	Price [USD]
001	Test Rig 5 L (new unit)	33,000
002	<p>Cambi specialist available at Site for 2 working days during normal working hours to: (i) supervise the installation of test rig installation by Client; and (ii) train the Client's personnel on the operation and maintenance of the test rig.</p> <ul style="list-style-type: none"> • This price is inclusive of travel, accommodation and per-diem expenses. 	Included in Pos 001
003	<p>Transport to and from Site according to DAP (Incoterms 2010).</p> <ul style="list-style-type: none"> • This price is inclusive of shipping insurance • This price is exclusive of import taxes or duties (if applicable) 	Included in Pos 001
004	At Client request, Cambi offers review of the Client's test report, including evaluation of test results by a Cambi specialist.	Included in Pos 001
005	<p>Technical expertise and support by Cambi expert during the 1st year of operation</p> <ul style="list-style-type: none"> • One day site visit for mechanical, inspection • Phone, video conference support as required 	Included in Pos 001
TOTAL:		33,000

4.2 Optional services

Pos.	Description	Price [USD]
001	One day technical support (annual maintenance, inspection) of the Test Rig Potential replacement of wear parts is not included in the price.	1,500

4.3 Payment Schedule

Pos.	Payment schedule	Invoicing dates
001	50% of the total price in section 4.1	Upon execution of the order acceptance by Client
002	50% of the total price in section 4.1	Upon completion of the installation of the test rig at client site, ready for start-up

4.4 Other Conditions

- All prices quoted are exclusive of VAT and all other duties, taxes or charges which the Client may pay in addition to the prices.
- The payment term is 30 days from invoice date.
- This quotation is valid for acceptance by Client for 30 days after its date of issuance.
- Cambi General Terms and Conditions of Sale are amended as below
 - Section 2. Price and Payment: following text is deleted
“The Client shall furnish a bond to Cambi from a bank subject to approval by Cambi, covering all remaining payments from the Client after delivery of the equipment to Client.”
 - Section 4. Confidentiality and Intellectual Property: following text is deleted
“Client shall use his best efforts to give Cambi 5 years of access to the equipment and the operational data for use in future development and marketing of new projects world-wide. Any publication of data must be approved by both Parties, however, such approval shall not be unreasonably held back.”

4.5 General Exclusions

Pos	Description
1	Provision of all relevant governmental regulations, specifications and requirements.
2	Provision of all required building, installation and operation permits as well as any other local or national permits, approvals, etc.

3	All necessary tools and equipment required for the unloading and unpacking, and assembly and installation of the test rig.
4	Provision of all civil works necessary for a safe and secured installation of the equipment.
5	Provision of access to site as required in accordance with the term of this quotation.
6	Provision of personnel protection equipment for operators and other health and safety equipment related to the installation, operation and maintenance of the test rig.
7	Waste handling, storage and disposal.
8	Hook-up of the supplied equipment to up- and down-stream systems and ancillaries.
9	Any costs associated to local 3rd party verification and/or installation approval.

5. Process description, Utilities Required

The test rig is comprised of a steam generator with two heating elements, the reactor with sample holder, the flash tank, and the cyclone/collection tank. The associated pipe work, valves and instruments are included.

In short, the process is as follows:

1. The samples are poured into the sample holder and led into the reactor. Recommended Dry Solids range: usually 5-18%, depending on the substance to be tested.
2. Steam from the generator is fed to the reactor to increase temperature and pressure. Recommended test pressure: 5-8 barg, depending on substance to be tested.
3. The temperature is maintained at the set level for a set time.
4. The pressure is decreased by bleeding off to the flash tank.
5. The sample is then transferred to the flash tank and cooled.
6. Vapour and steam from the flash tank is scrubbed.
7. The hydrolysed sample is drained from the flash tank into a bucket for further treatment.

The test rig is designed and made in accordance with EU and Cambi standards. For more information, please consult the Operation and Maintenance Manual of the test rig.

5.1 Utilities required

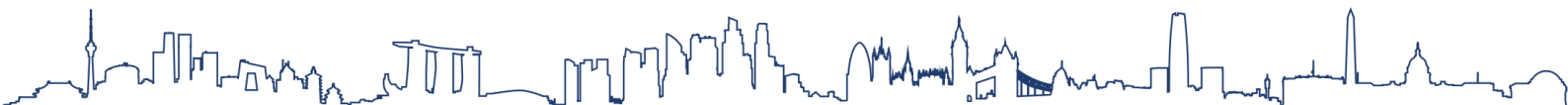
In order to operate the test rig, potable water, electric power and compressed air needs to be available.

6. O&M Manual, Training and other requirements

- The test rig includes the Operating and Maintenance Manual in English, in electronic format.
- According to Price Table 4.1, the Client's personnel designated for the operation of the plant are required to take part in the installation and start-up as a part of their training program.
- The project communication and any drawings and documents (if issued) shall be in English language.

7. Technology rights

The Cambi THP technology is the exclusive intellectual property of Cambi. Any documents related to process design, detailed engineering and construction of Cambi THP and their contents shall not to be reproduced or used in any matter whatsoever without Cambi's prior written permission.



8. Terms and Conditions

This proposal is subject to Cambi General Terms and Conditions of Sales in Appendix A to this quotation.

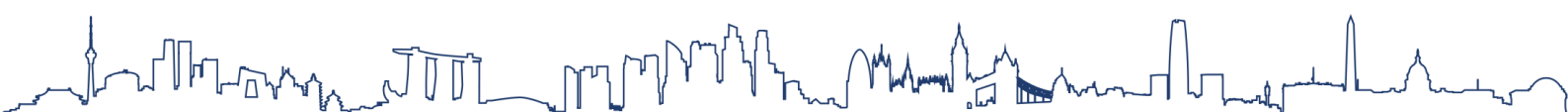
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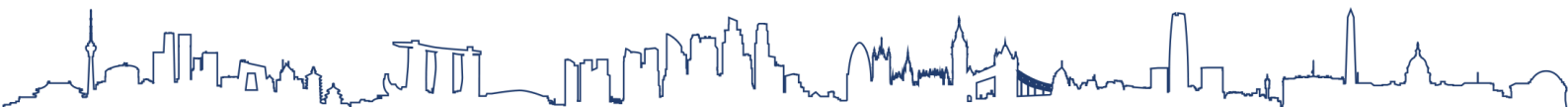
Name: TORD FINSTAD

Title: EVP of Services

Date: 03.12.2020



Appendix A: Terms and Conditions of Sale



1. Scope of application, derogations from Cambi T&Cs.

These General Terms and Conditions of Sale ("Cambi T&Cs") shall apply to all quotations made by any company whom is part of the Cambi Group (the "Cambi Group"; the company to whom individual contracts are awarded shall be hereinafter referred to as "Cambi") to any buyer ("Client") and to all contracts concluded between Cambi and Client (collectively, the "Parties") for the sale of equipment and services in the role of a supplier to turnkey, design-build, or similar projects (the "Works"). Any agreement subject to these Cambi T&Cs arises only as a consequence of Cambi's express acceptance of a contract in writing.

Apart from directors or authorized representatives of Cambi, no employee, representative or subcontractor of the Cambi Group shall be entitled to authorize any derogation from the provisions of Cambi T&Cs or to waive their application or to bind Cambi in any manner which would lead to the applicability of any contrary provisions which in terms of their content might conflict with Cambi T&Cs or take precedence over them.

To the extent that no contrary provisions are expressly agreed in writing and signed by a director or an authorized representative of Cambi, any Client's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Cambi in writing, are hereby objected to and shall be of no effect, even if Client refers or has referred at some point in time to his terms and conditions.

2. Price and Payment.

Prices quoted by Cambi ("Cambi's Price") are exclusive of all sales, consumer, use, excise and other taxes, levies, duties, and tariffs (whether direct or indirect) and required permits, licenses, approvals, relating to or incurred in connection with the performance of the Works and to the import or export of any equipment (machinery, materials, parts and supplies), utilised in performing the Works.

Cambi's proposals are based on a positive cash flow throughout the project. This is secured through the payment schedule linked to the project execution programme, as detailed in each quotation.

On each invoice date, as given in the payment schedule, Cambi shall submit to Client an invoice setting forth the charges then due. Client shall pay to Cambi the amount of each invoice within 30 days after Client's receipt of the same.

Client shall furnish a bond to Cambi from a bank subject to approval by Cambi, covering all remaining payments from the Client after delivery of the equipment to Client.

Payments properly due to Cambi, but which remain unpaid by Client, shall bear interest at a monthly rate of 1% from the date due until paid and Client shall in addition pay all of Cambi's reasonable costs of collecting them, including without limitation any court costs and attorney's fees.

Any deduction, withhold, retention or any other reduction of any due payments for whatever reason is not allowed unless specifically agreed by Cambi in writing and in advance of the applicable invoice date.

3. Delivery and Title.

The delivery of the equipment shall be as indicated in each quotation. Unless special shipping instructions are agreed with Client, Cambi will use his standard packing and shipment methods. Any additional requirements will be charged to Client.

Delivery dates and completion periods indicated in Cambi's quotations shall be estimates and shall not be

binding upon Cambi. Cambi shall nonetheless be required to use its commercially reasonable endeavours to comply with the estimated completion periods. Cambi reserves the right to make slight deviations from information provided regarding measurements, weight, condition and quality.

Title to the equipment shall pass to Client, to the extent consistent with applicable laws, upon delivery of the same to Client. The risk of loss of or damage to the equipment shall pass to the Client in accordance with the INCOTERM used for the delivery of the equipment.

4. Confidentiality and Intellectual Property.

All drawings, specifications, designs, plans, computer programs and other documents and their contents prepared by or on behalf of Cambi in connection with the performance of the Works (the "Design Materials"), and all intellectual property rights in and to the Design Materials, are and shall remain Cambi's property.

The Design Materials are for use solely with respect to the Works, and shall not, without Cambi's prior written consent, be used by Client, or its agents or contractors, on any other project, for completion of the Works by others, for any extension of the Works or for any other services or work.

The Design Materials are confidential, and Client agrees to keep the Design Materials confidential upon receipt of the same directly or indirectly from Cambi or from any of Cambi's contractors, subcontractors, vendors or consultants. The obligation to keep the Design Materials confidential shall survive the termination of the definitive contract between the Parties (the "Contract") or the completion of the Works.

When both Parties have fulfilled their mutual obligations in accordance with the Contract, Cambi shall grant Client a non-exclusive and royalty free license to operate the new delivered equipment without infringing Cambi's intellectual property. This license is valid throughout the lifetime of such equipment.

~~Client shall use his best efforts to give Cambi five years of access to the equipment and the operational data for use in future development and marketing of new projects worldwide. Any publication of data must be approved by both Parties, however, such approval shall not be unreasonably held back.~~

5. Variations.

Variations to the scope of the supply may be accomplished only by written instrument signed by both Parties or as otherwise allowed in the Contract, and shall state the Parties' agreement as to:

- a) the change in the scope of supply,
- b) the adjustment, if any, in Cambi's Price, and
- c) the adjustment, if any, in the time for performing the Works.

6. Safety Devices and standards.

Cambi will furnish such guidelines, manuals and safety devices as are reasonably required for safe operation of the equipment. Notwithstanding the above,

- a) Cambi does not warrant or guarantee that the guidelines, manuals and safety devices furnished to Client will eliminate hazards to operating personnel,
- b) Cambi shall under no circumstances be liable for injuries, sickness, disease, death or any damage to property caused by the equipment after its delivery resulting from the removal or defeat of or additions or modifications to guidelines, manuals or safety devices furnished or recommended by Cambi, and

- c) Equipment supplied for use within the European Union/European Economic Area will comply with Cambi's interpretation of the applicable European Union Directive. Equipment supplied for use outside the European Union will also comply with Cambi's interpretation of the European Community Directives unless the Contract stipulates otherwise. Any other national safety standards will be followed only when specified by Client and agreed in the Contract.

Cambi will use its standard documents templates (specifications, drawings, drafting standards and legend etc.) for all project documents to be issued by Cambi during the performance of the Works.

Cambi will use his standard piping specification.

7. Insurance.

Cambi shall maintain the following insurance policies:

- a) All risk
- b) Third party liability, and
- c) Professional indemnity.

The all risk insurance policy shall be maintained from the Works commencement date until the system has been taken-over by Client.

Client shall be entitled at any time to request Cambi to produce certificates of the insurance policies. In case Cambi fails to produce such certificates, Client may effect the insurance policies himself, and the cost of so doing may be deducted from Cambi's Price.

8. Performance Guarantees.

Any performance guarantee shall be specifically agreed as part of the Contract and will be subject to that appropriate commissioning and running-in (when necessary) is done under Cambi's paid supervision.

9. Consequential Damages.

Cambi, its parent company and affiliates have no liability for any type of consequential, incidental, indirect, special, exemplary or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation; increased expense of manufacturing, operation, borrowing or financing; loss of use, productivity or shop space; or increased cost of capital), and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory.

10. Limitation of Liability.

Cambi's liability for damages due to delay for reasons solely attributable to Cambi control is limited to liquidated damages of 0,1% of Cambi's Price per calendar day of delayed completion of commissioning on water, up to a maximum of 7,5% of Cambi's Price.

Cambi's aggregate liability for the underperformance of any performance guarantee is limited to liquidated damages equal to the smallest of:

- a) the net present value of the underperformance calculated over five years at 4% annual interest rate.
- b) 7,5% of Cambi's Price.

Liquidated damages are the sole and exclusive remedy for delay in delivery and underperformance of any performance guarantee.

Cambi's combined liability of liquidated damage for delay and underperformance of performance guarantees is limited to 12% of Cambi's Price.

Cambi's total and global limit of liability under the Contract for any and all claims, damages or liabilities arising related to its performance of the Contract including but not limited to any liquidated damages, torts, costs for repairs, replacement, rectification of defects, dismantling, use of or

the furnishing of any service, insurance deductibles, etc. is limited to 25% of Cambi's Price.

Client shall indemnify and hold harmless Cambi against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge in respect of:

- a) Client's obligations and/or liabilities to third parties that do not include those obligations and/or liabilities of Cambi as expressed in the Contract;
- b) a fault, error, defect, or omission in any element of Client's or any third party's design (if any) other than design carried out by Cambi pursuant to his obligations under the Contract;
- c) bodily injury, sickness, disease, or death, which is attributable to any negligence, wilful act or breach of the Contract by Client, Client's Personnel, or any of their respective agents;

Provided that Cambi's indemnities under this article do not extend to matters arising as a result of Cambi's design, the execution and completion of the Works and the remedying of any damages, defects or failures by Cambi covered by Cambi's warranty.

11. Mechanical Warranty.

Cambi warrants to Client that the equipment furnished under the Contract will be of good quality and free from defects, and the Works will be performed in a good and workmanlike manner. The foregoing warranty excludes remedy for:

- a) Damages, defects or failures due to negligence or abuse by Client or a third party, any Excusable Events as referred in **Section 14**, as well as accidents, improper operation, improper or insufficient storage or maintenance, modifications, repairs or alterations not executed or sanctioned by Cambi, normal wear and tear under normal usage, corrosion, or abnormal conditions of temperature, moisture or dirt.
- b) Damages, defects or failures not reported to Cambi within the applicable warranty period.

This warranty is conditioned upon:

- a) The equipment being operated and maintained according to design basis, the operating and maintenance manuals and good industry practices;
- b) Client keeping accurate and complete records of operation and maintenance during the warranty period and providing Cambi access to those records;
- c) Cambi's being allowed to inspect the defective materials;
- d) Client having mitigated Cambi's liability by:
 - i. notifying Cambi without delay once it becomes aware of conditions or events that would likely result in a defect, and
 - ii. preventing, limiting, controlling, or minimizing the consequence(s) of the defect once it has occurred,

to the extent that he is reasonably able and/or required by law; and

- e) modifications, repairs or alterations to the equipment only as authorized by Cambi in writing;

failure to meet any such conditions renders the warranty null and void.

The warranties set forth in this **Section 11** are Cambi's sole and exclusive warranty. Cambi makes no other warranties of any kind whatsoever, express, implied, oral, written or otherwise, including, without limitation, warranties of non-infringement, title, patent, merchantability or fitness for a particular purpose, or warranties arising by custom, trade usage, promise,

example or description, all of which warranties are expressly disclaimed by Cambi and waived by client.

All limitations on Cambi's liability, including those limitations in **Sections 9 and 10** and this **Section 11**, shall apply without restriction, notwithstanding the fact that Cambi's warranties fail of their essential purpose or are held to be invalid or unenforceable.

Cambi's warranty will expire upon the earlier of:

- a) The date that is 1 year after the date that the equipment is put into service at Client's site, normally at start of any commissioning period (even if the equipment is not fully integrated into Client's operations);
- b) The date that is 18 months after the delivery of the main components of the equipment to Client's site or when such delivery would have occurred had it not been delayed due to reasons not solely attributable to Cambi.

12. Breach of Warranty.

If, at any time prior to the expiration of the applicable warranty period set forth in **Section 11**, the Client discovers any defects or any other breach of Cambi's warranties and notifies Cambi in writing of such failure or breach, then Cambi shall correct such defect or breach (whether by repair, replacement or otherwise).

If Cambi does not complete the correction of defects with reasonable diligence and within reasonable time from the date of receipt of the notice from Client, and both Parties agree that the defect should be urgently repaired, Client may, at his option, correct the defects at his own expense and Cambi shall reimburse the expense of Client.

Any equipment replaced or repaired by Cambi under Cambi's warranty, shall be further warranted under the same conditions as above, for a period of 6 months or until the end of the initial warranty period, whichever is later.

The property in all defective equipment shall revert to Cambi upon their replacement.

The foregoing remedies shall be Client's sole and exclusive remedies for breach of warranty, and shall be in lieu of all other remedies (whether available at law or in equity). Cambi's warranty shall not be construed to include any repair, removal, disassembly, reinstallation, replacement, reassembly, reconstruction, retesting or re-inspection of any part or portion of Client's equipment or other facilities (other than the repair or replacement of the defective work itself).

13. Compliance with Laws.

Cambi shall comply with all laws, statutes, ordinances, codes, orders, rules and regulations of governmental authorities which relate to the performance of the Works.

Client shall include reference in the Contract to any special or local laws or regulations relevant to the Works or the Contract, and shall to his best endeavour assist Cambi in obtaining required compliance to such laws and regulations.

14. Excusable Events.

Cambi shall be entitled to an equitable adjustment in Cambi's Price and the time for performance of the Works upon the occurrence of an Excusable Event. For purpose of Cambi T&Cs, an Excusable Event shall mean and refer to:

- a) Delays resulting from the acts or omissions of Client, its contractors, subcontractors, or other persons for whom Client may be liable.
- b) Force majeure or acts of God, fires, explosions, casualties, floods, earthquakes, volcano eruptions, tornados, severe weather, natural disasters, epidemics, civil disturbances, war (whether declared or not), export and import restrictions, riots, sabotage,

acts of terror, accidents, restraints or injunctions issued by a court or other governmental entity or other governmental acts or omissions, strikes or labour disputes, or non-delivery of acceptable materials or unusual delays in the delivery of materials by suppliers.

- c) The discovery of any concealed or unknown physical condition at Client's works.
- d) The occurrence of an amendment, modification or enactment after the date of the quotation or the Contract of any law, statute, ordinance, code, order, rule or regulation of any governmental authority.
- e) The occurrence of any other events or matters which are beyond the control of Cambi.
- f) The party claiming to be affected by an Excusable Event notified the other party in writing and without undue delay on the commencement and cessation of such event.

15. Environmental Matters.

Client is responsible for handling and disposal of any hazardous or toxic wastes or substances ("Hazardous Substances") at Client's site, and Cambi shall have no discretion or control regarding the treatment, storage, transportation, disposal, release, investigation, remediation (collectively, "handling") or any further consequential costs of any such Hazardous Substances and no authority to make decisions or implement actions to prevent or abate damage caused by the handling or other consequences of such Hazardous Substances.

16. Default and Remedies.

The occurrence of any one or more of the following matters, and the continuation of the same for 14 days after the defaulting Party's receipt of written notice thereof from the non-defaulting Party, shall constitute a default under the Contract; provided, however, if such matter cannot within due diligence be remedied by the defaulting party within such 14-day period, and the defaulting party shall have diligently prosecuted the remedying of such failure within such 14 days, such period shall be extended by such additional time period as may be reasonably required by the defaulting party to cure or correct such matter:

- a) Failure by either Party to observe and perform any covenant, condition or agreement on its part to be observed or performed;
- b) The insolvency, dissolution or liquidation of either Party, or the filing of a petition in bankruptcy by or against either Party, or the adjudication of either Party as bankrupt, or any general assignment by either Party for the benefit of its creditors, or the application for, or consent to, the appointment of any receiver, trustee, custodian, or similar officer by either Party; or
- c) Failure (or admission in writing of inability or unwillingness) by one Party to pay amounts due and payable to the other Party.

Should Cambi be in default, Client may terminate the Contract and finish the Works itself; provided that if the cost of finishing the Works exceeds the unpaid balance of Cambi's Price, Cambi shall pay the difference to Client, and if the unpaid balance of Cambi's Price exceeds the cost of finishing the Works, Client shall pay the difference to Cambi.

Should Client be in default, Cambi may terminate the Contract and avail itself of any and all rights or remedies available at law or in equity.

17. Cancellation.

The Contract is not subject to cancellation except by mutual written agreement of Cambi and Client. In the event of any such cancellation, Cambi shall be entitled to payment for all Works performed through the date of cancellation, and reimbursement for:

- a) The cost of equipment or related machinery, materials, parts or supplies purchased by Cambi which were not incorporated into Client's plant and cannot be returned,
- b) The cost of equipment or related machinery, material parts or supplies manufactured by Cambi which were not incorporated into Client's plant and cannot be utilized by Cambi in other projects,
- c) Unrecovered rental costs of tools and equipment related to the Works.
- d) Cancellation charges imposed by Cambi's subcontractors, suppliers or vendors.
- e) A demobilisation fee equal to 15% of the remaining and unpaid part of Cambi's Price.

Client shall pay all such amounts to Cambi within 30 days of the date of cancellation.

18. Governing Law and Dispute Resolution.

Cambi T&Cs and the Contract shall be governed by and construed in accordance with the laws of Norway without regard to Norwegian conflict of law provisions.

All claims, disputes or other controversies arising out of or relating to Cambi T&Cs or the Contract (hereinafter collectively referred to as "Disputes") which cannot be resolved by the best efforts of the Parties shall be settled by arbitration conducted in English in accordance with the Norwegian Arbitration Act in Oslo, Norway.

Notice of the demand for arbitration shall be filed with the other Party within a reasonable time after the Parties fail to reach a mutual determination. In no event shall a demand for arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

Any decision rendered by the arbitrators pursuant to any arbitration shall be final and binding upon the Parties.

The prevailing Party in any arbitration proceedings shall be reimbursed by the other Party in proportion to his success, for all his incurred costs, expenses and charges, including, without limitation, reasonable attorney's fees.

20. Corruption and Bribery.

During execution of any activity subject to or relative to the Parties' involvement in the negotiation of contracts or the performance of the Works, both Parties mutually undertake to refrain from any kind of corruption towards private parties or public authorities. Similarly, both Parties shall refrain from, and, at the same time, instruct their employees, agents and contractors to refrain from any kind of covert rebate, kick-backs, return commission and similar arrangement.

21. General Provisions

Exclusivity. Notwithstanding anything herein to the contrary, the rights and remedies specifically set forth in the Contract shall be the sole and exclusive rights and remedies available to the Parties and neither Party shall be entitled to avail itself of any other rights or remedies.

Entire Agreement. The Contract shall represent the entire agreement between Cambi and Client with respect to the Works, and supersede all prior negotiations, proposals, purchase order, representations or agreements, whether written or oral.

Assignment. Neither Cambi nor Client may assign, convey or transfer the Contract, or any part thereof, without the prior written consent of the other Party, which consent may not in any case be unreasonably withheld or delayed, except that Cambi may assign the Contract without the prior written consent of Client to a person or entity controlling, controlled by or affiliated with Cambi or

acquiring all or substantially all of the business or assets of Cambi which relate or pertain to the equipment or installation work. The Contract shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

Severability. In case any provision of Cambi T&Cs or the Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

No Waiver. No course of dealing or failure of Cambi or Client to strictly enforce any term, right or condition of Cambi T&Cs or the Contract shall be construed as a waiver of such term, right or condition. No express waiver of any term, right or condition of Cambi T&Cs or the Contract shall operate as a waiver of any other term, right or condition.

Asker, March 2018



QUOTATION ACCEPTANCE

We,Loudoun Water....., accept to purchase the Cambi test rig as detailed on the quotation of Cambi dated12/3/20....., and for the price and in accordance with the terms and conditions set forth therein.

We hereby authoriseCambi..... to proceed with the preparation of the transport of the test rig and any other works required to enable the shipment to client site.

Yours sincerely,

For .. Loudoun Water

Amy Bevins
.....

Name: Amy Bevins

Title: Procurement Manager

Date: December 4, 2020 | 9:18 AM EST

We acknowledge receipt of your acceptance of our quotation.

For

.....

Name:

Title:

Date:

