

HYTECH-POMMEC INSTALLATION CONDITIONS

1. Purpose: These Installation Conditions define the minimum site, safety, logistical and operational requirements necessary for Hytech-Pommec to perform installation, commissioning, service and maintenance activities safely, efficiently and in accordance with project requirements. All Installation Conditions shall be satisfied prior to the commencement of the works and shall remain satisfied throughout the execution of the works. Failure to comply with any Installation Condition shall constitute a Violation of the Installation Conditions.

2. Installation Conditions: The following Installation Conditions shall be met before commencement of the works and maintained throughout the execution of the works.

2.1 Safe Working Environment: The worksite shall be safe and compliant with all applicable health, safety and environmental requirements. Hytech-Pommec personnel shall not be required to work in conditions that, in the reasonable opinion of Hytech-Pommec, present a safety risk or impair the safe execution of the works.

2.2 No Conflicting Activities: The designated work area shall be free from activities that interfere with, delay, restrict, contaminate or otherwise negatively impact the execution of the Hytech-Pommec scope of work. Such activities include, but are not limited to: welding; grinding; cutting; brazing; painting; sandblasting; cleaning activities generating dust or contaminants; heavy lifting or transportation activities; simultaneous third-party works within the same work area.

2.3 Clean and Suitable Work Area: The work area shall be clean, dry and suitable for the execution of the works. The work area shall be free from: dust; debris; contamination; excessive fumes; waste materials; temporary obstructions; conditions that could adversely affect equipment, installation quality or personnel safety.

2.4 Accessible Worksite: The installation location shall be fully accessible to personnel, tools, materials and equipment. The Client shall ensure: free and unobstructed access routes; adequate access openings and passages; availability of lifting and handling equipment where required; accessibility for installation, inspection, testing and commissioning activities.

2.5 Sufficient Working Space: Adequate space shall be available for the safe and efficient execution of installation, testing, commissioning and maintenance activities.

2.6 Availability of Utilities and Site Services: All agreed utilities and support services shall be operational and available for the duration of the works, including where applicable: electrical power; lighting; water; compressed air; data and communication connections; site permits; work authorizations; required safety inductions.

2.7 Completion of External Works: All civil, structural, mechanical, electrical and other third-party works required for the successful execution of the Hytech-Pommec scope of work ("External Works") shall be fully completed prior to commencement of the works. External Works may include, but are not limited to: foundations and supports; structural steelwork; cable trays and cable routes; electrical supplies and terminations; pipework and utility connections; ventilation systems; penetrations; building works; vessel outfitting activities; any other preparatory work required to enable installation.

2.8 Compliance with Hytech-Pommec Documentation: The installation location and all preparatory works shall fully comply with the latest approved Hytech-Pommec project documentation, including but not limited to: general arrangement drawings (GA); installation drawings; interface drawings; utility drawings; foundation drawings; project specifications; approved technical submittals. Any deviation that impacts the execution, safety, quality, schedule or efficiency of the works shall constitute a Violation of the Installation Conditions.

2.9 Equipment Logistics and Site Readiness: Equipment storage locations, unloading areas, access routes and installation locations shall be arranged such that installation activities can proceed efficiently and without undue delay. Excessive transport distances, restricted access, unavailable handling equipment or other logistical constraints that reduce productivity shall constitute a Violation of the Installation Conditions.

3. Violation Escalation Procedure: If any Hytech-Pommec employee identifies a Violation of the Installation Conditions:

- The issue shall immediately be reported to the Hytech-Pommec Project Manager;
- The Project Manager shall promptly notify the Client;
- The Client shall take immediate corrective action;
- Hytech-Pommec will suspend the affected activities until the violation has been corrected.

The parties shall cooperate in good faith to resolve the violation as quickly as reasonably practicable in order to minimize delay and cost.

4. Costs Resulting from Violations: All costs arising directly or indirectly from a Violation of the Installation Conditions shall be chargeable to the Client. Such costs include, but are not limited to: waiting time; standby time; reduced productivity; additional labour; overtime; travel costs; accommodation costs; equipment costs; remobilization and demobilization costs; subcontractor costs; project delay costs; schedule recovery costs.

4.1 Minimum Daily Labour Charge: Any waiting time, standby time or loss of productivity resulting from a Violation of the Installation Conditions shall be charged at the applicable Hytech-Pommec rates for all assigned personnel. For personnel mobilized to site, a minimum charge of eight (8) hours per person per day shall apply. For charging purposes, any part of a day spent on site shall be deemed a full working day.

5. Delays, Postponements and Cancellations:

5.1 Recovery of Incurred Costs: Where installation activities are postponed, rescheduled or cancelled by the Client, Hytech-Pommec shall be entitled to recover all costs incurred up to that date, including but not limited to: travel expenses; accommodation expenses; visa and permit costs; freight and logistics costs; site preparation costs; subcontractor commitments; equipment reservation costs.

5.2 Reserved Personnel Charges: Hytech-Pommec allocates and reserves qualified personnel specifically for scheduled installation activities. Where the Client postpones or cancels an installation after personnel have been reserved, the following charges shall apply:

- More than 10 calendar days before commencement: no personnel reservation charge; all incurred costs remain chargeable;
- Between 5 and 10 calendar days before commencement: 50% of the estimated installation labour value; all incurred costs remain chargeable.
- Less than 5 calendar days before commencement: 100% of the estimated installation labour value. All incurred costs remain chargeable.

These charges compensate Hytech-Pommec for personnel and resources reserved exclusively for the Client's project and which cannot reasonably be reassigned at short notice.

6. Right to Suspend Work: Hytech-Pommec reserves the right to immediately suspend or stop work where: a Violation of the Installation Conditions exists; unsafe conditions exist; required access is unavailable; site readiness requirements have not been met; continued work could adversely affect safety, quality, efficiency or regulatory compliance. Any resulting costs, delays, schedule impacts, demobilization costs and remobilization costs shall be borne by the Client.

7. Order of Precedence: In the event of a conflict between these Installation Conditions and any purchase order terms, subcontract conditions or other commercial terms issued by the Client, these Installation Conditions shall prevail with respect to installation, commissioning, service and other site activities performed by Hytech-Pommec.

8. Acceptance: By issuing a purchase order, signing an agreement, accepting a quotation, or allowing Hytech-Pommec personnel to commence work, the Client acknowledges and accepts these Installation Conditions in full.