

+

MAX ANTICORROSION
I. DEKA 12, 54629
THESSALONICKI
GREECE

* PURCHASE ORDER *

* MEG H5029.00/1812600/C C9 *
* *
• DATED 18/01/2008
*

* *

ORDER FORM

PLEASE SUPPLY THE RUBBER LINING AND GLASS FLAKE FOR OUR
MEGALOPOLIS PROJECT AT PRICES, TERMS AND CONDITIONS SET
FORTH HERE BELOW.

TOTAL AMOUNT: EURO 509.147,75
(FIVE-HUNDRED-NINE-THOUSAND-ONE-HUNDRED-FORTYSEVEN/75)

DELIVERY TIME: AS DETAILED AT CLAUSE "F".

PAYMENT TERMS: AS DETAILED AT CLAUSE "D".

DELIVERY POINT: DDU MEGALOPOLIS PLANT - GREECE AS PER
----- INCOTERMS 2000.

ALSTOM Power Italia S.p.A.
Viale Edison, 50
20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
270 Kifissias Ave
152 32 Chalandri ,Athens

VAT number: 099597741

Power
Italia

PACKING : AS DETAILED AT CLAUSE "P"

ORDER REFERENCE: ECS/ C9

R.di A. REF :

*** REFERENCES OF THE PURCHASE ORDER ***

PROJECT NUMBER = 1812600
 PROJECT NAME = WFGD MEGALOPOLIS
 COUNTRY OF THE PROJECT = GREECE
 OWNER = PPC

* * * *

IN THE FRAME OF THE ABOVE PROJECT, WITH THIS PURCHASE ORDER WE ORDER TO YOU THE FOLLOWING SUPPLY AT THE TERMS AND CONDITIONS AS DESCRIBED HEREBELOW.

A) SCOPE OF WORK

YOUR SUPPLY SHALL INCLUDE THE ITEMS DESCRIBED IN DETAIL IN THE TECHNICAL ATTACHMENTS TO THIS PURCHASE ORDER, AS SYNTHETICALLY QUOTED IN THE FOLLOWING LIST.

TOTAL PRICE IS FOR DELIVERY DDU MEGALOPOLIS SITE (GREECE) AS PER INCOTERMS 2000.

RIF Ref	CODICE ARTICOLO Item - code	CONSEGNA Delivery	UM Um	QUANTITA' Quantity	DIV Cur	PREZZO UNITARIO Unit-Price
001	CUN 10	15/07/2008	M2.	2.402	Euro	195,66
	SUPPLY AND APPLICATION AT SITE OF RUBBER LINING OF LIMESTONE AND AUXILIARY STORAGE TANKS IN COMPLETE ACCORDANCE WITH OUR MATERIAL REQUISITION NR.A08 00 HTO MMR 008A DATED 29/06/2007 (WITH HAND MODIFICATION DATED 09/01/2007) AND RELEVANT ATTACHMENTS.					

→	Total amount				Euro	469.983,85
---	--------------	--	--	--	------	------------

ALSTOM Power Italia S.p.A.
 Viale Edison, 50
 20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
 270 Kifissias Ave
 152 32 Chalandri ,Athens

VAT number: 099597741

Power
Italia

RIF Ref	CODICE ARTICOLO Item - code	CONSEGNA Delivery	UM Um	QUANTITA' Quantity	DIV Cur	PREZZO UNITARIO Unit-Price
001	CUN 10	15/07/2008	M2	403	Euro	97,18
SUPPLY AND APPLICATION AT SITE OF GLASS FLAKE OF ABSORBER, LIMESTONE AND WASTE WATER PUMPS IN ACCORDANCE WITH OUR MATERIAL REQUISITION NR.A08 00 HTO MMR 008A DATED 29/06/2007 (WITH HAND MODIFICATION DATED 09/01/2007) AND RELEVANT ATTACHMENTS.						

→	Total amount				Euro	39.163,90
---	--------------	--	--	--	------	------------------

→	Sub Total amount				Euro	509.147,75
---	------------------	--	--	--	------	-------------------

YOUR SUPPLY INCLUDE ALSO THE FOLLOWING ITEMS:

- ALL DOCUMENTS INCLUDES IN THE A.M. M.R.
- INSPECTION AND TEST REQUIREMENTS
- PACKING SUITABLE FOR LAND TRASPORTATION BY TRUCK OR BY SEA
- DELIVERY DDU MEGALOPOLIS PLANT - GREECE AS PER INCOTERMS 2000

YOUR SUPPLY SHALL BE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THIS PURCHASE ORDER, WITH OUR:

- DRAFT FOR CONTRACT DATED 09/01/08 AND RELEVANT ATTACHMENTS;
- MATERIAL REQUISITION NO.A-08-00-HTO-MMR-008.A AND RELEVANT ATTACHMENTS WITH HAND MODIFICATION DATED 09/01/2008;

ALREADY IN YOUR HAND, TO BE INTENDED AS INTEGRAL PARTS OF THIS PURCHASE ORDER, AND WITH ALL OTHER DOCUMENTS ATTACHED TO THIS PURCHASE ORDER AND/OR WITH THOSE TO WHICH REFERENCE IS MADE IN THIS PURCHASE ORDER.

IN CASE OUR TECHNICAL SPECIFICATIONS DO NOT FORESEE ANY REFERENCE TO INTERNATIONAL STANDARDS OR NORMS APPLICABLE TO ALL OF YOUR SUPPLY OR PART THEREOFF, IT WILL BE YOUR DUTY TO INDICATE NORMS OR INTERNATIONAL STANDARDS WHICH YOU APPLY

ALSTOM Power Italia S.p.A.
Viale Edison, 50
20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
270 Kifissias Ave
152 32 Chalandri ,Athens

VAT number: 099597741

A.1) OPTION

BUYER SHALL HAVE THE OPTION TO ORDER THE FOLLOWING SERVICES AND/OR EQUIPMENT:
SUPPLY AND APPLICATION AT MEGALOPOLIS SITE OF PERMACOR ON GYPSUM SILO (CONCRETE SURFACE).

PRICE FOR OPTIONS

IF BUYER SHOULD ORDER THE OPTIONS TO THE SCOPE OF SUPPLY DESCRIBED IN PARA OPTIONS THE FOLLOWING PRICES SHALL APPLY:

A) SQUARE METERS = 729 ABOUT
UNIT PRICE EURO/SM 124,62 –
TOTAL AMOUNT FOR THIS OPTION: EURO 90.853,00

VALIDITY OF OPTIONS

THE OPTIONS ARE VALID UNTIL:
A) 28TH FEBRUARY 2008



B) PRICES

THE PRICE OF THIS PURCHASE ORDER ARE FIRM AND FIX FOR THE WHOLE DURATION OF THE ORDER AND ARE NOT SUBJECT TO ANY ESCALATION / VARIATION FOR WHATSOEVER REASON. NO PRICE VARIATION WILL BE ALLOWED FOR ANY RISE OR FALL IN THE COST OF LABOUR, MATERIAL OR ANY OTHER FACTORS AFFECTING PRICES OR SERVICES.

THE TOTAL P.O. AMOUNT INCLUDES BUT NOT LIMITED TO: SUPPLY OF ALL REQUIRED MATERIALS AND CONSUMABLES, PROVISION OF ALL NECESSARY RESOURCES OF PERSONNEL AND EQUIPMENT AND ANY OTHER SUPPLIES AND ACTIVITIES REQUIRED TO COMPLETE SCOPE OF WORK IN ACCORDANCE TO THE REQUIREMENTS OF THE ORDER AT FULL SATISFACTION OF ALSTOM POWER.

C) MODIFICATION TO SCOPE OF SUPPLY

THE SUPPLIER KNOWS THAT, DUE TO THE TYPE OF THE SUPPLY RELATED TO THE ORDER, THE PURCHASER IS ENTITLED TO MAKE CHANGES IN PARTS OR COMPONENTS OF THE PROJECT, DURING THE EXECUTION OF THE SUPPLY.



ALSTOM Power Italia S.p.A.
Viale Edison, 50
20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
270 Kifissias Ave
152 32 Chalandri, Athens

VAT number: 099597741

SUCH CHANGES SHALL BE PROMPTLY CARRIED OUT BY THE SUPPLIER. PRICE WILL BE MUTUALLY AGREED WITH US. TIME EXTENSION (IF ANY) SHALL BE AGREED UPON WITH US.

BUT, BEFORE STARTING THE CHANGES, THE SUPPLIER HAS THE RESPONSABILITY OF SUBMITTING THE FOLLOWING:

- DESCRIPTION OF THE CHANGE AND ITS TECHNICAL IMPACT;
- POSSIBLE ADDITIONAL COSTS;
- POSSIBLE ADDITIONAL TIME REQUIRED.

IN ANY CASE THE SUPPLIER SHALL PROCEED WITH THE

D) PAYMENT TERMS

ALL PAYMENTS WILL TO BE MADE AGAINST THE SUPPLIER'S CORRECT INVOICES, AT 30 DAYS FROM INVOICE DATE END OF MONTH, EXCEPT FOR THE FIRST 15% OF ADVANCE PAYMENT AT PRESENTATION OF YOUR INVOICE DIRECT REMITTANCE AT THE END OF MONTH, AS FOLLOW.

PAYMENTS UNDER THE PRESENT PURCHASE ORDER SHALL BE MADE IN EURO AS FOLLOW AND PROVIDED WE HAVE RECEIVED BY YOU AS FOLLOWS:

- YOUR ACCEPTANCE OF OUR FORMAL ORDER WITHOUT RESERVES;
1. 15% (FIFTEEN PERCENT) OF THE TOTAL ESTIMATED AMOUNT OF THIS PURCHASE ORDER, AS AN ADVANCE PAYMENT TO BE PAID AT INVOICE PRESENTATION, DIRECT REMITTANCE FROM ACCEPTANCE OF THIS PURCHASE ORDER AND AFTER PRESENTATION OF AN ADVANCE PAYMENT BOND OF THE SAME AMOUNT, VALID UNTIL THE COMPLETION OF WORKS.
 2. 15% (FIFTEEN PERCENT) OF THE TOTAL ESTIMATED AMOUNT OF THIS PURCHASE ORDER, AT COMPLETE DISPOSAL OF MATERIALS READY FOR APPLICATION AT YOUR WAREHOUSE AND/OR OUR SITE WITHIN 4 WEEKS (FOUR) FROM PURCHASE ORDER DATE AND TO BE PAID AT 30 DAYS OF INVOICE DATE END OF MONTH.
 3. 70% OF THE TOTAL CONTRACT VALUE ON MONTHLY STATEMENT TO BE INVOICE AFTER APPROVAL OF MONTHLY WORK PROGRESS STATUS THAT SHALL BE PRESENTED FOR APPROVAL TO API

(ALSTOM POWER SITE MANAGEMENT) WITH THE QUANTITIES PERFORMED IN THE MONTH, API (ALSTOM POWER SITE MANAGEMENT) WILL APPROVE THE MONTHLY PROGRESS STATEMENT WITHIN 7 (SEVEN) DAYS. THE PAYMENT WILL BE PERFORMED UPON PRESENTATION OF A PERFORMANCE BOND VALID UNTIL EXPIRATION OF THE GUARANTEE PERIOD. THE PAYMENT TO BE PAID AT 30 DAYS OF INVOICE DATE END OF MONTH.

THE BANK GUARANTEES TO BE ISSUED (AS PER ALSTOM POWER ITALIA FORM) AS INDICATED IN THE PURCHASE ORDER, SHALL BE OPENED BY A PRIMARY ITALIAN OR EUROPEAN BANK PROPOSED IN WRITING BY YOU AND APPROVED BY OUR ADMINISTRATIVE DEPARTMENT

E)
BONDS

E.1) ADVANCE PAYMENT BOND

IMMEDIATELY AFTER SIGNING THIS PURCHASE ORDER, THE SUB-CONTRACTOR SHALL PROVIDE AN IRREVOCABLE AND UNCONDITIONAL ADVANCE PAYMENT BOND, ACCORDING TO ALSTOM POWER FORM, ISSUED BY A PRIMARY BANK WITH THE HEAD QUARTER BASED IN A COUNTRY UNDER EUROPEAN COMMUNITY IN AN AMOUNT OF 15% (TEN PERCENT) OF THE TOTAL ESTIMATED AMOUNT.

E.2) PERFORMANCE PAYMENT BOND

WHEN ISSUING THE FIRST WORK PROGRESS STATUS, YOU SHALL PROVIDE AN IRREVOCABLE AND UNCONDITIONAL PERFORMANCE BOND, ACCORDING TO OUR FORM, ISSUED BY A PRIMARY ITALIAN BANK OR FOREIGNER BANK WITH THE HEADQUARTER BASED IN A COUNTRY UNDER EUROPEAN COMMUNITY IN AN AMOUNT OF 10% OF THE TOTAL ORDER AMOUNT TO GUARANTEE THE DUE AND FAITHFUL PERFORMANCE OF THE WORK.

THIS PERFORMANCE BOND SHALL EFFECTIVE UP TO THE END OF THE GUARANTEE PERIOD.

AFTER THAT WE SHALL IMMEDIATELY RETURN TO YOU THE PERFORMANCE BOND.

THE COST OF THE ABOVE BONDS SHALL BE IN ALL RESPECTS AT YOUR EXPENSES.

WE HAVE THE RIGHT TO BE PAID ON DEMAND WITHIN THE AMOUNT OF THE BONDS BY A SURETY, WHEN WE SHALL

Power
Italia

SUFFER DAMAGES DUE TO A YOUR FAULT.
THE PRIMARY INTERNATIONAL BANK WHICH WILL ISSUE
THE ABOVE MENTIONED BOND SHALL BE PROPOSED BY YOU
IN WRITING TO THE APPROVAL OF OUR ADMINISTRATIVE
DEPARTMENT.

F)
DELIVERY TIME

THE DATE OF DELIVERY OR WORKS COMPLETION DDU
MEGALOPOLIS PLANT:

- RUBBER LINING AND GLASS FLAKE APPLICATION: 15/07/2008
THE DATE OF DELIVERY WILL BE IN ACCORDANCE WITH THE
SCHEDULE FABRICATION THAT WILL BE ISSUE BY YOU AND
APPROVED TO US.

G)
PACKING LIST

THE PACKING LIST SHALL BE FILLED IN AS PER OUR
FORM THAT SHALL BE PROVIDED TO YOU, IN DUE TIME,
BY OUR TRAFFIC DEPARTMENT.

H)
LIQUIDATED DAMAGES

IN THE EVENT OF DELAY IN THE DELIVERY OF YOUR
SUPPLY IN RESPECT TO THE DATES SET FORTH IN THIS
PURCHASE ORDER, SHALL APPLY, AND YOU SHALL BE
LIABLE TO PAY US, AS LIQUIDATED DAMAGES, THE
FOLLOWING AMOUNT:

- IN THE EVENT OF DELAY IN DELIVERY OF YOUR SUPPLY
IN PART OR IN TOTAL, EXCEPT FOR THE ITEMS LISTED
HEREUNDER, 1% OF THE TOTAL AMOUNT OF THIS
PURCHASE ORDER FOR EACH WEEK OF DELAY.
- IN THE EVENT OF DELAY IN HANDING OVER TO US THE
SHIPPING DOCUMENTS, WHICH SHALL INCLUDE THE
TESTING AND INSPECTION CERTIFICATES ACCORDING TO
THIS PURCHASE ORDER, 0,1% OF THE AMOUNT OF THAT
SUPPLY FOR EACH WEEK OF DELAY.

ALSTOM Power Italia S.p.A.
Viale Edison, 50
20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
270 Kifissias Ave
152 32 Chalandri ,Athens

VAT number: 099597741

- IN THE EVENT OF DELAY IN THE DELIVERY OF THE TECHNICAL DOCUMENTATION SPECIFIED IN THE MATERIAL REQUISITION, 0,1% OF TOTAL AMOUNT OF THIS PURCHASE ORDER FOR EACH WEEK OF DELAY FOR EACH DELAYED DOCUMENT.

THE MAXIMUM LD' FOR DELAY APPLICABLE SHALL BE 10%.

D)
GUARANTEE



AS PER GENERAL CONDITIONS OF SUPPLY, VALID UP TO 24 (TWENTY FOUR) MONTHS FROM P.A.C. (PROVISIONAL ACCEPTANCE CERTIFICATE ISSUED BY THE FINAL CLIENT), BUT NOT LATER THAN 42 (FORTY TWO) MONTHS FROM COMPLETION OF WORKS.

THE MATERIALS OF THIS PURCHASE ORDER ARE GUARANTEED BY YOU AS BEING FREE FROM ANY DEFECT OF FABRICATION, INCLUDING DEFECT ON RAW MATERIALS. IN CASE SUCH DEFECTS ARE DISCOVERED DURING THE WARRANTY PERIOD, THEY SHALL BE REPLACED BY YOU, AT YOUR CURE AND COST.

THE REPLACEMENT SHALL BE GUARANTEED BY YOU TAKING INTO ACCOUNT THE URGENCY (IF ANY) THAT OUR CUSTOMER WILL COMMUNICATE TO US.

L)
SUBCONTRACTOR DEFAULT

ALSTOM POWER ITALY IS ENTITLED TO VERIFY, AT ANY TIME, THE PROGRESS AND THE STATUS OF THE WORK. SHOULD ALSTOM POWER ITALY AS CERTAIN THAT THE EXECUTION OF THE WORK IS NOT PROCEEDING ACCORDING TO THE OBLIGATIONS ESTABLISHED IN THE PURCHASE ORDER AND/OR IS NOT BEING PERFORMED ADEQUATELY, ALSTOM POWER ITALY CAN FIX A DEADLINE OF NOT LESS THAN TEN CALENDAR DAYS WITHIN WHICH YOUR COMPANY IS BOUND TO PROPOSE AND TAKE CORRECTIVE ACTIONS TO ENSURE COMPLIANCE WITH THE CONTRACTUAL OBLIGATIONS. ONCE THE ESTABLISHED DEADLINE HAS PASSED WITHOUT EVIDENCE OF SUCCESSFUL REMEDIAL WORK, BOTH PROPOSED AND TAKEN, ALSTOM POWER ITALIA HAS



ALSTOM Power Italia S.p.A.
Viale Edison, 50
20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
270 Kifissias Ave
152 32 Chalandri ,Athens

VAT number: 099597741

THE RIGHT TO SUSPEND THE PAYMENT TO THE SUPPLIER AND TO INTERVENE EITHER DIRECTLY OR THROUGH THIRD PARTIES; RELATED COSTS WILL BE CHARGED TO THE SUPPLIER. UNDER SUCH CIRCUMSTANCES, ALSTOM POWER ITALIA IS ENTITLED TO CANCEL, ENTIRELY OR IN PART THE ORDER AND ARRANGE FOR A COMPLETION OF THE WORK AS APPROPRIATE.

M)
INVOICING

INVOICES AND RELEVANT SUPPORTING DOCUMENTS, APPROVED BY OUR SITE REPRESENTATIVE, SHALL BE SUBMITTED BY YOU TO:

- ALSTOM POWER ITALIA
270 Kifissias Ave
152 32 Chalandri ,Athens

AND MAILED TO:

- ALSTOM POWER ITALIA
270 Kifissias Ave
152 32 Chalandri ,Athens

NO. 1 ORIGINAL, STAMPED AND SIGNED, ATT. ADMINISTRATION
DPT

AND
ALSTOM POWER ITALIA
VIALE EDISON, 50
20099 SESTO S. GIOVANNI (MILANO) ITALY

- NO. 1 COPY, STAMPED AND SIGNED, ATT. DOCTOR ELISABETTA GALLOTTI, AND MRS. SIMONETTA SILVA.

YOUR INVOICES SHALL ALSO INDICATED THE FOLLOWING REFERENCES:

- ORDER NO.: MEGH5028.00/1812600/C
- PAYMENT CODE: SEE TEXT

N) YOUR RESPONSIBILITY

ALSTOM Power Italia S.p.A.
Viale Edison, 50
20099 Sesto S. Giovanni Milano (Italy)

Greece Branch Office
270 Kifissias Ave
152 32 Chalandri ,Athens

VAT number: 099597741

THE FOLLOWING ARE TO BE CONSIDERED YOUR RESPONSIBILITIES AND ARE INCLUDED IN ALL COSTING:

- WAGES, SALARIES, BOARDING/LODGING, INSURANCES AND ANY SOCIAL CHARGES FOR YOUR PERSONNEL, ADMINISTRATION, ETC.
- EXECUTION OF WHOLE ERECTION WITH NECESSARY EQUIPMENT & TOOLS AND COORDINATION OR WORKS IN COMPLIANCE WITH WHAT IS REQUESTED BY US AND AS PER BEST WORKING PRACTICE, SAFETY & QUALITY CONTROL.
- ALL NECESSARY PERMITS AND LICENCES IN FULL COMPLIANCE WITH LOCAL REGULATIONS.
- SUPPLY OF SHOP DRAWINGS

O) ASSIGNMENT AND SUBLETTING

YOU SHALL ALSO NOT ASSIGN THIS INTEREST IN THIS ORDER, EITHER DIRECTLY OR INDIRECTLY, WITHOUT OUR WRITTEN CONSENT.

IN PARTICULAR YOU SHALL NOT:

- ASSIGN THIS CREDIT TOWARDS ALSTOM POWER TO ANY THIRD PARTY.
- SUBLET ANY PORTION OR WHOLE OF HIS "SCOPE OF WORKS" UNDER THIS ORDER.

P) COMPETENT COURT AND APPLICABLE LAW

THE PRESENT PURCHASE ORDER IS GOVERNED BY ITALIAN LAW. MILAN COURTS HAVE EXCLUSIVE JURISDICTION ON ANY DISPUTE ARISING FROM THE PRESENT PURCHASE ORDER.

Q) SEQUENCE OF PRECEDENCE OF DOCUMENTS

THE DOCUMENTS LISTED HEREBELOW FORM THIS PURCHASE ORDER AND EACH OF THEM IS AN INTEGRAL PART OF IT. THEY ALL TOGETHER SHALL BE READ INTERPRETED AS A SINGLE DOCUMENT.

IN CASE OF CONTRADICTIONS OR DISCREPANCIES AMONGST THEM, THE CONTENT OF A DOCUMENT SHALL PREVAIL OVER THAT OF ANOTHER, ACCORDING TO THE SEQUENCE INDICATED

HEREBELOW, SEE ALSO ART. 3 OF THE GENERAL CONDITIONS OF PURCHASE, ATTACHED:

THE CONTRACT DOCUMENTS CONSTITUING THIS PURCHASE ORDER ARE:

- 1) THIS PURCHASE ORDER
- 2) ALSTOM GENERAL CONDITIONS OF PURCHASE DOC. EL102.0-02
- 3) DRAFT FOR CONTRACT DATED 09/01/2008
- 4) MATERIAL REQUISITION NO. A08 00 HTO MMR 008A DATED 29/06/2007 AND CONCERNING ATTACHMENTS, WITH HAND MODIFICATION DATED 09/01/2008.
- 5) ENVIRONMENTAL MANAGEMENT RULES DOC. EL102.0-03
- 6) GENERAL CONDITIONS FOR SUBCONTRACTS DOC. EL108.0-01
- 7) OTHER DOCUMENTS ATTACHED OR LISTED
- 8) SUPPLIER OFFER

R) ORDER CANCELLATION

WE HAVE THE RIGHT AT ANY TIME, AT OUR ABSOLUTE DISCRETION, TO TERMINATE THE ORDER WITHOUT ANY NOTICE OF DEFAULT OR JUDICIAL INTERVENTION BEING REQUIRED FOR THE PURPOSE. SUCH TERMINATION SHALL BECOME EFFECTIVE IMMEDIATELY AFTER DELIVERY OF WRITTEN NOTICE TO YOU OR ON SUCH LATER DATE AS SPECIFIED IN THIS NOTICE.

IN THE EVENT OF SUCH NOTIFICATION TO TERMINATE THE ORDER, YOU SHALL PROCEED EITHER IMMEDIATELY OR AT THE DATE AS SPECIFIED IN THE NOTICE TO:

- A. DISCONTINUE YOUR PERFORMANCE OF THE WORK.
- B. ENABLE US, OR OUR NOMINEE, TO TAKE OVER THE WORK SO FAR COMPLETED.
- C. DELIVERY TO US, OR TO OUR NOMINEE, ALL PLANS, SCHEDULES, DRAWINGS, SPECIFICATIONS AND ALL OTHER DATA PREPARED BY YOU IN CONNECTION WITH THE WORK AND ALL DOCUMENTS, DRAWINGS AND OTHER DATA SUPPLIED TO YOU BY US OR ON BEHALF OF US IN CONNECTION WITH THE WORK.

IN THE ABOVE EVENT WE SHALL PAY TO YOU ALL THE APPROVED WORKS DONE TILL THE DATE OF THE WRITTEN NOTIFICATION.

WE ALSO HAVE THE RIGHT TO TERMINATE THE ORDER IF THE FINAL CLIENT SHALL BE CANCELLED THE MAIN CONTRACT WITH US.

S) OWNER OF THE DOCUMENTS PRODUCED AND SECRECY

ALL THE DOCUMENTS PRODUCED BY YOU OR ENTRUSTED BY US REFERRING TO THE SERVICES RELEVANT THIS PURCHASE ORDER ARE TO BE CONSIDERED OURS.

AT THE END OF YOUR ACTIVITIES YOU WILL SUBMIT TO US THE ENTIRE ORIGINAL DOCUMENTATION.

AS FAR AS THIS ORDER IS CONCERNED ALL THE INFORMATION AND DATA, THE KNOW-HOW AND THE TECHNOLOGICAL EXPERIENCE, THE DOCUMENTATION DIRECTLY OR INDIRECTLY GIVEN TO YOU BY US MUST BE CONSIDERED "HIGHLY RESERVED".

YOU GUARANTEE THAT:

- YOU SHALL NOT USE THE "HIGHLY RESERVED" INFORMATION EXCEPT FOR THE SERVICES RELEVANT THIS ORDER.
- YOU SHALL KEEP THE "HIGHLY RESERVED" INFORMATION SECRET AND NOT REVEAL TO THIRD PARTIES WITHOUT OUR WRITTEN APPROVAL.
- YOU SHALL NOT DEPOSIT PATENT CLAIMS IN AND OUT OF ITALY CONCERNING THE ABOVE MENTIONED "HIGHLY RESERVED" INFORMATION.

T) LANGUAGES

THE LANGUAGE TO BE USED FOR ALL THE DOCUMENTS AND CORRESPONDANCE SHALL BE IN ENGLISH.

GREEK LANGUAGE SHALL BE APPLIED IN ACCORDANCE TO OUR CLIENT'S REQUEST.

U) ORDER DOCUMENTS (GLASSART SPECIFICATIONS)

ALL YOUR WORKS SHALL BE CARRIED OUT IN FULL COMPLIANCE WITH THE REQUIRMENTS OF THE TECHNICAL SPECIFICATIONS AND DRAWINGS, ALREADY IN YOUR HANDS, TO BE CONSIDERED AS INTEGRAL PART OF THE PRESENT ORDER.

DEVIATIONS TO THE ABOVE DOCUMENTS SHALL NOT BE ADMITTED UNLESS BY WRITTEN NOTIFICATION BY US.

V) ACKNOWLEDGMENT OF PURCHASE ORDER

AS CONFIRMATION OF THIS PURCHASE ORDER, THE SUPPLIER SHALL RETURN, TO THE ATTENTION OF THE BUYER, THE ACKNOWLEDGEMENT DULY SIGNED WITHIN 15 (FIFTEEN) CALENDAR DAYS FROM THE DATE OF ALSTOM REPRESENTATIVES SIGNING THIS P.O., IF WE DO NOT RECEIVE

SUPPLIERS ACKNOWLEDGEMENT WITHIN THE ABOVE MENTIONED TIME, THE PURCHASE ORDER SHALL BE DEEMED ACCEPTED BY THE SUPPLIER. THE PAYMENT SHALL, IN ANY CASE, DONE WITHOUT A.M. CONFIRMATION.

WE REPEAT THE TOTAL AMOUNT
OF THE ORDER: EURO 509.147,75
(FIVE-HUNDRED-NINE-THOUSAND-ONE-HUNDRED-FORTYSEVEN/75)

YOURS FAITHFULLY,

ALSTOM POWER ITALIA S.P.A.

