

CENTRAX LIMITED
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Notre Ref: E000005804

Votre Ref: Hauts de Garonne Énergies

Date: 10th May 2022

Claire Bonnardel
Bordeaux Métropole Energies
211 Avenue de Labarde
33300
Bordeaux
France

A l'attention de Madame Bonnardel Directrice technique et des opérations

Chère Madame Bonnardel,

Offrebudgétaire E000005804 – réparation KB7DLE moteur ASP2044

Veuillez trouver ci-après un devis budgétaire pour la réparation de votre moteur KB7DLE ASP2044.

L'étendue des travaux est basée sur les informations recueillies lors de l'inspection de votre turbine à notre centre de maintenance à Ormes fin avril et comprendra, au minimum, un nouveau démontage complet de votre moteur dans notre atelier à Newton Abbot avec nettoyage et inspection. Nous procéderons au remplacement de l'ensemble complet des ailettes turbine de l'étage 2, 2 aubes turbine de l'étage 2, 7 aubes turbine de l'étage 1, un ensemble de tubes de croisement et d'entretoises pour chambre de combustion, les roulements et les joints de la partie chaude turbine, avec remplacement des consommables tels que des joints et des joints toriques.

Une liste précise et finale des pièces ne pourra être définie qu'une fois que votre moteur aura été complètement démonté, nettoyé et inspecté à Newton Abbot, conformément aux procédures et manuels du constructeur de la turbine. Aucune pièce ne sera attribuée à votre turbine tant que l'ensemble des travaux à effectuer n'auront pas été discutées et convenues avec Bordeaux Métropole Energies.

Le montant budgétaire des travaux listés ci-dessus est estimé à 375 000,00 USD H.T.

Le prix budgétaire ci-dessus concerne les travaux effectués dans notre atelier moteur Centrax au Royaume-Uni, y compris la main-d'œuvre et un test moteur après remontage. Le transport, l'exportation et l'importation du moteur peuvent être organisés par Centrax et facturés à Bordeaux Métropole Energies pour un coût supplémentaire de 7 500 EUR H.T.. Bordeaux Métropole Energies sera responsable de toutes les taxes et/ou droits applicables en relation avec le transport, l'importation et l'exportation de la turbine ASP2044.

Conditions de paiement : 30 jours à compter de la date de facturation, 100 % du montant de la facture devant être reçue sur le compte bancaire de Centrax Limited avant l'expédition de votre turbine sur la chaufferie de Cenon.

Sincères salutions
Pour CENTRAX LIMITED



Surosh Nimroozi IEng MIMechE
Deputy Engine Repairs Manager



STANDARD TERMS AND CONDITIONS OF CENTRAX LIMITED OR ITS SUBSIDIARIES OR AFFILIATES OR ANY ONE OF THEM AS SUPPLIER (THE "SUPPLIER")

These terms and conditions (the "Terms") take precedence over the terms and conditions of the Purchaser either included in the Purchaser's Purchase Order or at all and are incorporated into any contract between the Supplier and Purchaser (the "Parties") except as otherwise explicitly negotiated and agreed between the Parties.

- (1) **OWNERSHIP AND RISK:** Ownership of the equipment supplied (the "Equipment") shall be transferred from the Supplier to the Purchaser on receipt by the Supplier in full of all payments due. Insurance risk in the equipment supplied shall pass to the Purchaser at the point of delivery.
- (2) **WARRANTY:** The warranty period, if any, is as specified in the Supplier's quotation or howsoever supplied. In the event of any defect arising in the Equipment, due to faulty materials within the specified warranty period, the Supplier shall rectify, repair or replace, at the Supplier's sole discretion and free of charge, the Equipment or any part thereof. This warranty is subject to the following conditions: -
 - (a) The Purchaser shall not be entitled to rectification, repair, or replacement where:
 - (i) the Equipment has been rectified, repaired or modified by the Purchaser or any third party without the Supplier's written consent;
 - (ii) maintenance (as defined in the Supplier's maintenance schedules) has not been carried out by the Supplier or a competent third party authorised by the Supplier;
 - (iii) defects, faults, deformity and deficiency of the Equipment or any one of them is due to fair wear and tear;
 - (iv) defects arise from incorrect maintenance or servicing (except where this arises due to the negligence of the Supplier's maintenance personnel) misuse, neglect, accident or abnormal operating conditions not previously disclosed;
 - (v) parts other than those recommended by the Supplier have been fitted, or where fuels, lubricants, fluids or greases have been used other than those recommended by the Supplier;
 - (vi) lubricating oil has not been sampled or maintained within the limits specified in the current operation and maintenance manuals and bulletins provided by the Supplier.
 - (b) In the case of proprietary components, which have been purchased by the Supplier, the Supplier's liability shall be limited to assigning to the Purchaser the benefit of any warranty which the Supplier has received from the manufacturer of such components.
- (3) **SUITABILITY FOR PURPOSE:** The Equipment shall be fit for the purposes intended by the Purchaser if it complies with the physical and performances specifications provided in writing by the Supplier. Where Equipment or any parts are made to the Purchaser's drawings or specifications, the Supplier accepts no responsibility or liability for suitability for purpose notwithstanding that such purpose or condition may be known to the Supplier.
- (4) **IMPLIED CONDITIONS AND WARRANTIES:** The Supplier hereby excludes all other conditions and warranties, whether express or implied, arising from the quality or performance of the Equipment and services as so supplied.
- (5) **TOTAL LIABILITY:**
 - (a) The Supplier does not exclude liability to the Purchaser for death or personal injury resulting from negligence in respect of this Quotation and the performance of the Supplier's obligations.
 - (b) The Supplier accepts no liability to the Purchaser for any loss or damage to the Purchaser's property, tangible or intangible assets or any third party directly or indirectly affected by the supply of the Equipment or howsoever arising (in any event the Purchaser hereby indemnifies the Supplier for the loss or damage to any third party).
 - (c) Except as provided in (a) above, the Supplier accepts no liability and shall not be liable to the Purchaser or any third party for any loss of contract, loss of profit or any other loss or damage of any kind whatsoever including any indirect or consequential loss or damage whether caused by the Supplier's breach of contract, tortious act or omission, breach of statutory duty or otherwise.
- (6) **TIME LIMIT FOR CLAIM:** Any claim made against the Supplier arising from any contract entered into (other than death or injury to persons) will only be allowed if a notice of intent to claim is submitted in writing within 30 days of the happening of the event.
- (7) **DELIVERY DATES:** The Supplier will maintain delivery dates, but any such obligation is an estimate only. For the avoidance of doubt, time is not of the essence for delivery or supply of services unless otherwise agreed in writing between the Parties.
- (8) **SETTLEMENT OF INVOICES:** The Supplier's first invoice shall be settled in full within five (5) business days of the invoice date. All other Supplier invoices shall be settled in full within thirty (30) calendar days of the invoice date. All amounts due shall be paid in full and the Purchaser hereby waives and excludes any right of set off.
- (9) **FORCE MAJEURE:** The Supplier shall be relieved of all and any liability and its obligations arising from the this quotation, the purchase order or any contract express or implied agreed between the Parties or, for the avoidance of doubt, any one of them wherever and to the extent that the delivery of the Equipment or the provision of services is prevented, frustrated or impeded as a consequence of strikes, lock-outs, trade disputes, breakdown, accident or any other causes or events whether or not of a like nature beyond the control of the Supplier.
- (10) **CONFIDENTIALITY:** The Purchaser undertakes to treat as strictly confidential all information, documentation and data received from the Supplier or otherwise provided relating to the supply of equipment and services by the Supplier.
- (11) **INTELLECTUAL PROPERTY:** The Purchaser acknowledges that any and all intellectual property rights in the equipment and services provided by the Supplier remain the property of the Supplier or its sub-suppliers.
- (12) **LAW APPLICABLE:** These conditions and any contract entered into shall be subject to and construed in accordance with the laws of England and Wales and shall be adjudicated on in the Courts of England and Wales.
- (13) **SEVERABILITY:** If any of the terms herein are held to be invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the Parties' original intent.