

DISCOUNT AGREEMENT

on

Supply of Spare Parts

between

Shun Kong Marine Electric Technology Limited
41 Devonshire Street Ground Floor Office 1
W1G 7AJ London
United Kingdom
(customer number 5071697)

[hereinafter referred to as "BUYER"]

and

MAN Energy Solutions SE
Stadtbachstr. 1
86153 AUGSBURG
GERMANY

[hereinafter referred to as "SUPPLIER"]

Both parties collectively hereinafter referred to as "PARTIES"

Purpose of this Agreement is to define special sales conditions on the purchase of spare parts for MAN design turbochargers between the BUYER and the SUPPLIER.

1. Purchase Conditions

BUYER can order all necessary spare parts on the base of the valid SUPPLIER's General Price List at the date of the SUPPLIER's quotation or order confirmation. Exclusive basis for this spare part business of BUYER and the SUPPLIER are SUPPLIER's "*General Terms and Conditions on Sales (General Sales Conditions Europe, version 06/2018)*" as attached in Annex 1 to this Discount Agreement (hereinafter "T&C").

2. Discount

Due to reliability and safety (HSE) reasons, SUPPLIER recommends that BUYER is purchasing all the needed spare parts for the turbochargers from SUPPLIER. BUYER is a valuable partner for SUPPLIER contributing to the market success as a longtime and loyal customer. Furthermore, SUPPLIER provides an incentive to BUYER to further strengthen the cooperation in service between SUPPLIER and BUYER in the future. Therefore, if the BUYER undertakes to order the needed turbocharger spare parts from SUPPLIER, SUPPLIER will grant the following conditions as laid out in this agreement.

a) Discount

SUPPLIER will grant to BUYER a Discount on the respective list prices valid at the date of the SUPPLIER's quotation or order confirmation in accordance with SUPPLIER's respectively valid price list.

- Discount for NR, NA & TCR turbocharger spare parts
- Discount for TCA turbocharger spare parts

Δ %
Δ %

MAN expects with this agreement an order intake of ~~Δ~~ € / year or every 12 months starting from agreement signature. In case of an opposing development, the SUPPLIER is entitled to consider a reduction of ~~Δ~~ discount accordingly.

b) Limitation of the Discount

The Discount will be visibly indicated in the SUPPLIER's order papers. Costs for customs duties, taxes, freight and packing are not subject to discount.

The Discount shall not be applicable for complete engine(s), any repairs, reconditioned parts, retrofit & upgrade projects and personnel services, and can only be granted when the order was placed with the SUPPLIER or one of the SUPPLIER's International Group Companies.

3. Terms of Payment

Unless otherwise stated in our order confirmation, sums payable by the BUYER to SUPPLIER shall fall due pre-payment when placing order.

4. Miscellaneous**a) Duration of the Agreement**

This Agreement will come into effect after the document is signed by both PARTIES.

In any event the Agreement shall expire on 30.09.2027 at latest.

After expiration of this period of the agreement the PARTIES may reconsider a new agreement. Base for this reconsideration will be (but without limiting it to these criteria) the reached turnover figures and the payment behavior.

b) Termination of the Agreement

Both PARTIES shall have the right to terminate this Agreement with a notice period of three months.

c) General Terms & Conditions

SUPPLIER's "General Terms and Conditions on Sales (General Sales Conditions Europe, version 06/2018)" as attached in Annex 1 to this Agreement shall exclusively apply for the contractual relationship between BUYER and SUPPLIER in connection with the purchase and delivery of spare parts.

Due to the EU sanctions regulations against Russia and Belarus, the following provisions are hereby agreed. These apply for as long as and to the extent that the inclusion of corresponding obligations is mandatory in accordance with the underlying EU regulations.

Sanctions circumvention clause according to Article 12g of Regulation (EU) No 833/2014 and Article 8g of Regulation (EU) No 765/2006.

The Customer is explicitly prohibited from directly or indirectly selling, exporting, or re-exporting any goods supplied by Supplier, to or for use in Russia or Belarus, if such goods fall under the scope of Article 12g of Regulation (EU) No 833/2014 or Article 8g of Regulation (EU) No 765/2006.

The Customer shall ensure non-circumvention of above sub-clause and shall establish a respective monitoring mechanism. In case of any difficulties with above obligations and upon Supplier's request regarding compliance, the Customer shall promptly inform the Supplier respectively.

Any violation of the aforementioned obligations will be considered a significant and material breach of Contract. Supplier reserves the right to seek appropriate remedies, including termination of the Contract and imposing a penalty. The penalty will amount to the price of the exported Equipment or 10% of the total Contract Price, whichever is higher.

d) Law & Arbitration

- (i) The contractual relationship coming into force will be governed by the laws of Switzerland, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for the International Sale of Goods.
- (ii) All disputes arising out of or in connection with this Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris by three arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall take place in Zurich, Switzerland in the English language. The PARTIES will keep confidential the existence of the arbitration or any information or document relating thereto or disclosed therein.
- e) This Agreement supersedes all other correspondence or agreements, oral or written, made hereto and represents the entire agreement of the PARTIES within its scope of application. Therefore coming into effect of this Agreement any other formerly made agreements and concessions on special sales conditions made between the BUYER and the SUPPLIER shall be replaced by this Agreement.
- f) Any assignment or other transfer of rights and/or obligations arising out of this Contract is subject to the written consent of the respective other PARTY.
- g) Should one of the Article/paragraphs/provisions/sustenance of this Agreement be or become invalid, then the validity of the remaining part of this Contract shall not be affected thereby. The PARTIES are committed to replace the invalid provision by another - with respect to the commercial effect - equivalent provision, in so far as this is possible.
- h) This Agreement is formed of this present document and the Appendices stated below that are an inseparable part of this Agreement. In case of any discrepancies or contradictions the following order of precedence shall apply:

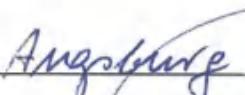
- (i) The present Agreement document
- (ii) Appendix 1: *General Terms and Conditions on Sales (General Sales Conditions Europe, version 06/2018)*

- i) The Agreement comes into effect with the date of the last signature provided the SUPPLIER has received the final original copy of the signed Agreement.
- j) This Agreement is executed in 2 counterparts (page 1 to page 4, as well as Appendix 1) in the English language.

In witness whereof, the PARTIES hereto have entered into this agreement by their duly authorized representatives.

For MAN Energy Solutions SE
Augsburg (Germany)

Place of Signature:



19.3.2025
Date & Name

20.03.25
Date & Name

For Shun Kong Marine Electric Technology Limited
London (UK)

Place of Signature:



Date & Name

05.04.25
Date & Name

Boost Your Power. Boost Your Efficiency.

Certificate of Authorisation

Awarded to

Chunhua Turbocharger Services Ltd.
A2, No.12, Jingquan 3rd Road, Yonghe Street,
Huangpu District, Guangzhou,
China

The above named company is authorized to carry out inspections, overhauls as well as part replacements including warranty works in accordance with recognized procedures and policy.

Original spare parts will be dispatched by KBB.

This certificate is valid till February 2025.



Tom Kramer
Head of Service

February 2024

Contact:

Kompressorenbau Bannowitz GmbH
Windbergstraße 45 | 01728 Bannowitz | Germany
Mr. Tom Kramer
Phone: +49 351 4085 640 | Fax: +49 351 4085 648
e-mail: tom.kramer@kbb-turbo.com | **www.kbb-turbo.com**



CERTIFICATE OF AUTHORIZATION

This is to certify that

Shun Kong Marine Electric Technology Limited

Is appointed by Chunhua Turbocharger Services Ltd ,as Qingdao Branch for sales of KBB Turbocharge Genuine parts and KBB Turbocharge after- service .

Authorization scope:

1. Business introduction and development
2. Responsible for the sales of KBB turbocharger spare parts and the promotion of turbocharger maintenance services in Shandong region, as well as a series of business activities such as market maintenance;
3. Represent Chunhua Turbocharger Services Ltd. in Shandong region to negotiate, sign contracts and related negotiation work;
4. Cooperate with KBB trained and recognized service engineers dispatched by the headquarters to carry out all subsequent technical work for KBB Turbocharger, including but not limited to technical support, on-site repair, installation and commissioning, and other technical service work.

For and on behalf of
CHUNHUA TURBOCHARGER SERVICES LIMITED
香港瀚海春華機械工程有限公司

Chunhua Turbocharger Services Ltd

Authorized Signature(s)
January,2024

文件编号: CHSK0220105

授 权 书

根据业务需要, 我司与顺控船舶电气科技有限公司 (以下简称“顺控船舶”) 协商决定: 我司授权顺控船舶为我司青岛分公司, 负责山东地区 KBB 增压器备件销售及增压器维修服务业务推广, 市场维护等一些列商务活动。依据《公司法》和总公司对分公司管理要求, 委托朱艳芳为分公司负责人, 全权负责授权范围内本公司在山东地区 KBB 增压器备件及增压器维修服务业务等事宜。本公司对顺控船舶/朱艳芳从事的 KBB 增压器备件销售和 KBB 增压器维修服务负责。

授权范围:

1. 业务引进开发;
2. 负责山东地区 KBB 增压器备件销售及增压器维修服务业务推广, 市场维护等一些列商务活动;
3. 在山东地区代表广州瀚海春华机械工程有限公司进行谈判, 签订合同和相关协商工作;
4. 配合总部派遣的由 KBB 培训认可服务的工程师, 进行后续 KBB 增压器全部技术工作, 包括不限于技术支持, 现场修理, 安装调试等技术服务工作。

分公司地址:

中国(山东)自由贸易试验区青岛片区前湾保税港区上海路 20 号四号楼三层 305 室 (B)。联系电话(手机): 15966838165

单位名称(公章): 广州瀚海春华机械工程有限公司

二零二四年 二月十九日



Certificate No.: D010
Issued Date: 1st October 2023

This is to certify

FISCHER ENGINEERING & SERVICE CO.,LTD
(in China)

is appointed as Authorized Repair Agent
for MET Turbochargers,
performing service, maintenance, repair
and supplying genuine spare parts.

This certificate is valid until the end of 2024.


Tatsuo Yamada, Manager
Turbocharger Service Section



IMITSUBISHI Turbocharger

CERTIFICATE OF AUTHORIZATION

Reference No.:FS0220131-SKA

Party A : Fischer Engineering & Service Co.,Ltd

Party B: Shun Kong Marine Electrical Technology Limited

This is to certify , "Shun Kong Marine Electric Technology Limited(hereinafter referred to as "Shun Kong ") " is appointed as our "QINGDAO BRANCH" to undertake turbocharger service business within its customers base .

Shun Kong based on its existing customer resources, is in charge of the promotion of MITSUBISHI MET Turbocharge service business, market maintenance, and other business activities. Our company arrange service engineers trained and recognized by Maker MITSUBISHI Turbocharge to carry out all subsequent MITSUBISHI turbo technical work, including but not limited to technical support, on-site repair, installation and commissioning, and other technical services.

Period of validity: February 1st, 2024-February 1st, 2026

Party A:Fischer Engineering & Service Co.,Ltd

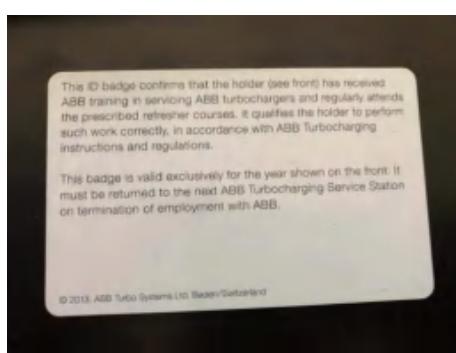


Party B : Shun Kong Marine Electrical Technology Limited

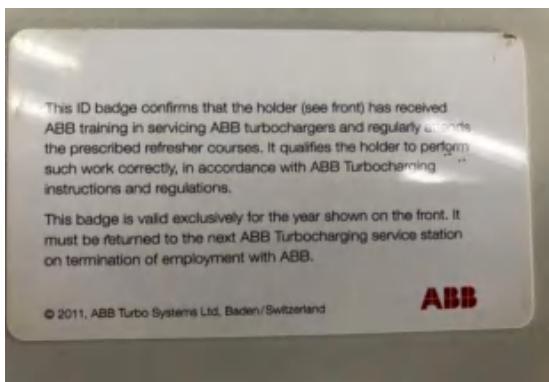




2013



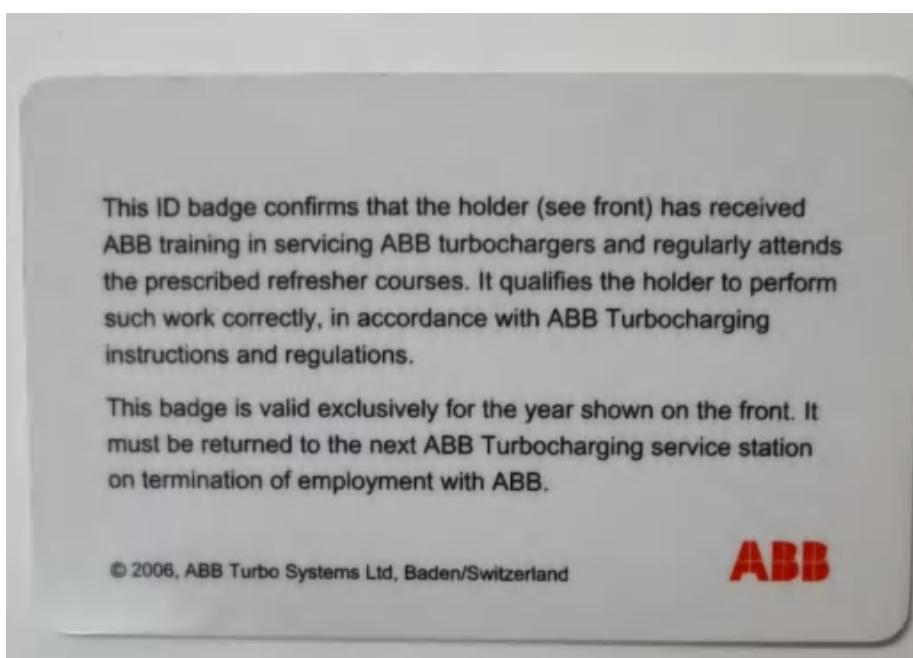
2014



2011



2018



Boost Your Power. Boost Your Efficiency.

Certificate of Achievement

Awarded to

Mr Youqing Yao

Chunhua Turbocharger Services Ltd. China

for successful attendance of the
training course on KBB turbocharger series

HPR and ST.

This certificate is valid for four years
after the date of issue.



Dietmar Neubert
Trainer / Head of Service

October 2018

Contact:

Kompressorenbau Bannewitz GmbH
Windbergstraße 45 | 01728 Bannewitz | Germany
Mr. Dietmar Neubert
Phone: +49 (0) 351 4085 669 | Fax: +49 (0) 351 4085 648
e-mail: dietmar.neubert@kbb-turbo.de | www.kbb-turbo.de

Certificate of Achievement

Awarded to

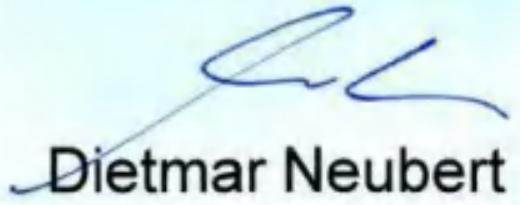
Mr Guiquan Shao

Chunhua Turbocharger Services Ltd. China

for successful attendance of the
training course on KBB turbocharger series

HPR and ST.

This certificate is valid for four years
after the date of issue.



Dietmar Neubert
Trainer / Head of Service

October 2018

Contact:

Kompressorenbau Bannowitz GmbH

Windbergstraße 45 | 01728 Bannowitz | Germany

Mr. Dietmar Neubert

Phone: +49 (0) 351 4085 669 | Fax: +49 (0) 351 4085 648

e-mail: dietmar.neubert@kbb-turbo.de | www.kbb-turbo.de