

CONTRACT

FOR

THE SUPPLY OF MACHINERY AND EQUIPMENT

FOR

WASTE HEAT POWER GENERATION SYSTEM FOR TS 4, 6

PROJECT

BETWEEN

CEMENTHAI ENERGY CONSERVATION CO., LTD.

AND

SINOMA ENERGY CONSERVATION LIMITED

CONTRACT NO. SEC-F2008T001C1

- 3.4 Supply complete document of two (2) copies and one (1) CD-ROM of instruction and manuals for installation, operation and maintenance of equipment and as-built drawing after project finished.
- 3.5 Supply of Five (5) copies and one (1) CDROM of Technical Specifications and the preliminary layout of Plant as specified in Annex 2 (Technical Specifications and Drawing) hereof.
- 3.6 It is expressly agreed that SUPPLIER shall carry out the customs clearance for the importation of the Equipment supplied hereunder at the port of destination in Kingdom of Thailand provided that the expenses, import duty and value added tax shall be borne by CEC.
- 3.7 All other obligations to be performed or rendered by SUPPLIER are specified in Annexes 1- 9 of this Contract.
- 3.8 Exclusion in the scope of supply shall be as specified in Annex 5 (Scope of Supply) attached hereof.
- 3.9 SUPPLIER shall prepare and provide free of charge all the required plans, general drawings and other data of Equipment which shall be required by the government institutions and/or bureaus in order to secure its approval. CEC shall inform SUPPLIER of any relevant regulation of such government institutions and/or bureaus in writing with a reasonable period of time.

ARTICLE 4 : CONTRACT PRICE

- 4.1 The Contract Price, calculated on the basis of DDU at the Site (INCOTERMS 2000, as amended) for the scope of supply specified in Article 3 (Scope of Supply) payable by CEC to SUPPLIER shall be USD 15,698,000 (USD : Fifteen Million Six Hundred and Ninety Eight Thousand only)
- 4.2 The Contract Price excludes value added tax and import duties which may become payable upon importation or delivery of the Equipment imposed under the laws of the Kingdom of Thailand as specified in Article 6 (Taxed and Duties) hereof.
- 4.3 The Contract Price is the total price of the Equipment according to Article 3 (Scope of Supply) and is inclusive of seaworthy packing to the extent which is usual practice

CONTRACT

FOR

SUPERVISORY SERVICE

FOR

WASTE HEAT POWER GENERATION SYSTEM FOR TS 4, 6

PROJECT

BETWEEN

CEMENTHAI ENERGY CONSERVATION CO., LTD.

AND

SINOMA ENERGY CONSERVATION LIMITED

CONTRACT NO. SEC-F2008T001C3

- (3) repatriation in the event of emergencies and
- (4) having accommodation for the Supervisor.
- 4.2 CEC shall facilitate, at SUPPLIER's cost, the clearance through customs of any equipment, materials and supplies required for the Services of the Supervisor.
- 4.3 CEC shall make available in a timely manner, free of charge, to the Supervisor, for the purpose of the Services, the equipment and facilities including;
 - (1) communication facilities (however, telephone, telefax and air mail, overseas usage telephone is to be paid by SUPPLIER); and
 - (2) first aid medical service.
- 4.4 Excess weight for any Supervisor's luggage shall be for SUPPLIER's account.
- 4.5 CEC shall bear all the cost for air tickets, salary, insurance and medical care of its trainees.
- 4.6 CEC shall not be responsible for any family member of any Supervisor who may accompany such Supervisor in connection with his duties under this Contract in any respect, including, but not limited to, any and all expenses of such family members.

ARTICLE 5: CONTRACT PRICE

- 5.1 In consideration of the Services rendered hereunder by SUPPLIER, CEC agrees to pay to SUPPLIER an amount of USD 900,000 (USD : Nine Hundred Thousand only).
- 5.2 The Contract Price excludes value added tax under the laws of Thailand.
- 5.3 The Contract Price is a fixed lump sum amount and shall not be subject to any adjustment in case of any early completion of the Services, nor to any delay in completion of the Services performed by SUPPLIER.
- 5.4 All fees and other charges for visas, work permits, and any other expenses including, without limitation to, workmen's compensations, contribution to compensation funds, disability payments and other benefits, insurances, charges levied by any authorities having jurisdiction over SUPPLIER and the Supervisors in connection with the dispatch of the Supervisors shall be borne by SUPPLIER.



CONTRACT

FOR

ENGINEERING SERVICE

FOR

WASTE HEAT POWER GENERATION SYSTEM FOR TS 4, 6

PROJECT

BETWEEN

CEMENTHAI ENERGY CONSERVATION CO., LTD.

AND

SINOMA ENERGY CONSERVATION LIMITED

CONTRACT NO. SEC-F2008T001C2

ARTICLE 4 : CONTRACT PRICE

- 4.1 In consideration of the Services rendered hereunder by SUPPLIER, CEC agrees to pay to SUPPLIER an amount of USD 650,000 (USD: Six Hundred and Fifty Thousand only).
- 4.2 The Contract Price excludes value added tax and all other taxes, duties or charges of any nature whatsoever, which may be imposed, assessed or levied against SUPPLIER under the laws of Thailand.
- 4.3 The Contract Price is a fixed lump sum and shall not be subject to any escalation, except for the event of variations under Article 13 (Variations) hereof.

ARTICLE 5 : TERMS OF PAYMENT

The Contract Price shall be paid by CEC to SUPPLIER in US dollar, in the following manner:

- 5.1 Twenty percent (20%) of the Contract Price amounting to USD 130,000 (USD : One Hundred and Thirty Thousand only) shall be paid by means of telegraphic transfer remittance to the bank account designated by SUPPLIER as an advance payment within ten (10) working days after the Effective Date against the following documents.
 - a. One original and two (2) copies of commercial invoice
 - b. an advance payment bond as per the Annex 5 (Form of Advance Payment Bond).

Within ten (10) working days after the Effective Date, SUPPLIER shall submit to CEC an advance payment bond in the form attached hereto as Annex 5 (Form of Advance Payment Bond) to be issued by a first class bank acceptable to CEC in the amount of twenty percent (20%) of the Contract Price, that is USD: to USD 130,000 (USD: One Hundred and Thirty Thousand only)

The advance payment bond shall be valid until thirty (30) days after the completion of the delivery of the Technical Documents. If the advance payment bond shall be expired before the completion of the delivery of the Technical Documents, SUPPLIER shall extend the validity of the advance payment bond or shall provide CEC of new advance payment bond in the same amount. SUPPLIER shall send a written notice to the Bank to extend this advance payment bond within twenty (20) days before the expiry date of this advance payment bond. If SUPPLIER fails to send such notice to the Bank within such specified period of time, CEC shall be entitled to claim the full amount of this advance payment bond.

CONTRACT

FOR

CONSTRUCTION (CIVIL&ERECTION) SERVICE

FOR

WASTE HEAT POWER GENERATION SYSTEM FOR TS 4, 6 PROJECT

BETWEEN

CEMENTHAI ENERGY CONSERVATION CO., LTD.

AND

**WUHAN BUILDING MATERIAL INDUSTRY DESIGN & RESEARCH
INSTITUTE**

CONTRACT NO. SEC-F2008T001C4

ARTICLE 5 : COORDINATOR

Each party shall designate a coordinator who shall be responsible for the coordination of all activities under this Contract and who shall also monitor the exchange of information.

ARTICLE 6 : CONTRACT PRICE

- 6.1 The Contract Price for the Services to be rendered pursuant to Article 3.1 shall be THB 96,900,000 (THB: Ninety Six Million and Nine Hundred Thousand only).
- 6.2 The Contract Price stated above excludes value added tax which shall be borne by CEC.
- 6.3 The Contract Price shall be fixed and not be subject to any escalation, except for the event of variation under Article 8 (Variations).

ARTICLE 7 : TERMS OF PAYMENT

The Contract Price shall be paid by CEC to CONTRACTOR in US dollars, in the following manner:

- 7.1 Payment for the Services rendered hereunder
 - 7.1.1 Twenty percent (20%) of the Contract Price amounting to THB: 19,380,000 (THB : Nineteen Million Three Hundred and Eighty Thousand only) shall be paid as an advance payment as follows:
 - a) 10% of the Contract Price within ten (10) working days after the Effective Date and upon receipt of invoice and advance payment bond of 10% of the Contract Price.
 - b) 10% of the Contract Price within ten (10) working days when CONTRACTOR has commenced the Service and CEC's Supervisor has approved the commencement of the Service and upon receipt of the invoice and advance payment bond of 10% of the Contract Price.

Such advance payment shall be conditional on CONTRACTOR depositing with CEC an advance payment bond issued in the form attached in Annex 4 (Form of Advance Payment Bond) hereof

Within ten (10) working days after the Effective Date, CONTRACTOR