German version

SERVICE – GENERAL TERMS AND CONDITIONS

Valid as of January 2026 for Elmali Engineering UG (haftungsbeschränkt)

I. Scope of Application

1. These General Terms and Conditions ("Terms") apply worldwide—both domestically and internationally—to all services rendered by the Service Division of **Elmali Engineering UG (haftungsbeschränkt)** (hereinafter referred to as **"Elmali Engineering"**), including, without limitation, installation, assembly, repairs, maintenance, spare-parts deliveries, training, and process consulting.
2. These Terms apply exclusively to entrepreneurs (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB), legal entities under public law, special funds under public law pursuant to Section 310 (1) Sentence 1 BGB, or comparable foreign commercial enterprises.
3. Elmali Engineering does not recognize any terms and conditions of the customer that deviate from, conflict with, or supplement these Terms unless Elmali Engineering has expressly agreed to their validity in writing. The unconditional performance of services despite knowledge of conflicting or deviating customer terms shall not constitute acceptance thereof; in all such cases, these Terms shall remain exclusively applicable.
4. Individual written agreements concluded with the customer in specific cases (including collateral agreements, supplements, and amendments) shall take precedence over these Terms.

II. Scope of Services

1. Elmali Engineering shall perform the agreed services in accordance with the recognized state of the art at the time of contract conclusion. The customer shall bear the risk of operational use and application.
2. Elmali Engineering shall only be responsible for achieving a specific technical or contractual result (*Werkerfolg*) where this has been expressly agreed in writing. When performing welding repair work, Elmali Engineering assumes no liability for the condition or suitability of the customer's base material.
3. Where the delivery of goods or spare parts forms part of the agreement, reasonable partial deliveries are permitted.

III. Prices, Taxes, and Payment Terms

1. **Basis of Remuneration:** Unless a fixed lump-sum price (e.g., for training or process consulting) has been expressly agreed, invoicing shall be based on actual time spent and materials consumed. All prices are quoted net in euros (EUR) excluding statutory value-added tax (VAT), which will be added where required by law. If payments are subject to foreign withholding taxes, local sales/service taxes, or similar deductions in the

customer's country, the customer shall gross up the payment so that Elmali Engineering receives the full invoiced net amount in EUR without deduction.

2. **Delivery Pricing:** Unless otherwise agreed, prices for delivered goods (e.g., spare parts and consumables) apply **FCA** (Incoterms® 2020).
3. **Time-Based Billing and International Travel Expenses:** a. Services are billed according to actual working hours expended. b. Up to three (3) hours may be invoiced as working time for the preparation and wrap-up of service and installation assignments. c. Elmali Engineering may determine the appropriate mode of transport at its reasonable discretion and shall invoice the corresponding travel expenses. Air travel shall be billed at actual cost. In addition, all assignment-related ancillary travel costs—including visa and entry fees, mandatory health certificates, reasonable local accommodation, local transport, and daily subsistence allowances—shall be reimbursed by the customer.
4. **Third-Party Specialists:** External specialists shall only be engaged with the prior consent of the customer.
5. **Time Sheets:** The customer shall countersign Elmali Engineering's service and time sheets using Elmali Engineering's standard form. If the customer fails to countersign, confirmation shall be deemed granted two (2) working days after submission or request, unless the customer raises substantiated objections in writing within that period.

IV. Customer Cooperation, Safety, and Entry Formalities

1. The customer shall support Elmali Engineering's personnel during on-site service and installation work at its own expense.
2. The customer shall implement all necessary occupational health and safety measures at the site and shall inform Elmali Engineering's technical supervisor or service technicians of all applicable site-specific safety regulations prior to the commencement of work.
3. Where repair work involves an item not originally supplied by Elmali Engineering, the customer must notify Elmali Engineering of any existing third-party industrial property rights. Insofar as Elmali Engineering is not at fault, the customer shall indemnify and hold Elmali Engineering harmless from and against any third-party claims arising from the infringement of intellectual or industrial property rights.
4. For international assignments outside Germany or the European Union, the customer shall assist Elmali Engineering at its own expense in obtaining all required visas, work permits, official invitation letters, and local registrations in good time prior to departure.

V. Technical Assistance by the Customer

1. To the extent required, the customer shall provide technical assistance at its own expense, including, in particular: a. designating a qualified technical contact person on site who is fluent in German or English (otherwise, the customer shall provide a qualified technical interpreter at its own expense); b. providing cranes and lifting gear together with qualified operating personnel; c. providing necessary auxiliary equipment and heavy tools (e.g., forklifts, compressors) as well as consumables (e.g., cleaning agents, lubricants, fire extinguishers), including the proper disposal of special waste such as used oil or lubricants; d. providing electrical power, heating, lighting, water, and all required utility connections; e. providing suitable, lockable storage rooms for Elmali Engineering's

tools and equipment; f. ensuring unobstructed access routes for transporting assembly components, protecting the installation site and materials against environmental or external influences, and cleaning the work area; g. providing suitable changing rooms (heated, well-lit, equipped with hot and cold running water, sanitary facilities, and lockable lockers) as well as first-aid facilities; h. providing materials and carrying out all preparatory actions required for the adjustment of the installed or repaired equipment and for contractually agreed testing.

2. The customer must ensure that work can commence immediately upon the arrival of Elmali Engineering's personnel and proceed without interruption until completion or acceptance.
3. If the customer fails to fulfill these obligations in a timely manner, Elmali Engineering shall be entitled—after setting a reasonable prior notice—to perform or arrange for the required actions itself at the customer's expense. All further statutory and contractual rights and claims remain unaffected.

VI. Unfeasible or Aborted Repairs

1. Services rendered in connection with preparing a cost estimate as well as any substantiated expenditure incurred (troubleshooting and fault-diagnosis time shall be billed as working time) shall be invoiced to the customer if a repair cannot be carried out for reasons not attributable to Elmali Engineering. This applies in particular where: a. the reported fault does not occur during inspection; b. required spare parts cannot be procured; c. the customer misses the agreed service appointment; or d. the contract is terminated during execution.
2. The item to be repaired shall only be restored to its original condition at the customer's express request and at the customer's expense, unless the work performed by Elmali Engineering was unnecessary.
3. Subject to Paragraph 1 and Section X, Elmali Engineering shall not be liable for damage to the repair object, breaches of ancillary contractual obligations, or any other damages in connection with repairs that cannot be performed, irrespective of the legal grounds.

VII. Service Periods, Delays, and Passing of Risk

1. Service periods and completion dates are governed by the mutual agreements between the parties. Compliance with agreed deadlines presupposes that all commercial and technical questions have been clarified and that the customer has fulfilled all obligations incumbent upon it, such as providing required official certificates, import/export clearances, visas, or permits, or making any agreed advance payment. If these prerequisites are not met on time, the service period shall be extended accordingly, unless Elmali Engineering is responsible for the delay.
2. Adherence to delivery and service schedules is subject to correct and punctual self-supply by Elmali Engineering's subcontractors and suppliers.
3. If the customer is responsible for a delay, the customer shall reimburse Elmali Engineering for all additional costs incurred as a result, including waiting times and any additional travel expenses of Elmali Engineering personnel.

4. If the customer grants Elmali Engineering a reasonable grace period for performance after the due date—taking into account statutory exceptions—and this deadline expires without result, the customer shall be entitled to rescind the contract in accordance with statutory provisions. Upon Elmali Engineering's request, the customer shall declare within a reasonable period whether it intends to exercise its right of rescission. Any further claims due to delay shall be governed exclusively by Section X of these Terms.
5. The risk of accidental loss or accidental deterioration shall pass to the customer upon handover or delivery. If delivery or acceptance is delayed for reasons not attributable to Elmali Engineering, the risk shall pass to the customer—and the warranty limitation period shall commence—upon written notification of readiness for dispatch, completion of the services, or readiness for acceptance.

VIII. Acceptance of Work Services

1. The customer is obligated to accept work services (*Werkleistungen*) as soon as Elmali Engineering notifies the customer of their completion and the services are free of material defects. A formal acceptance protocol shall be signed by both parties.
2. If acceptance is delayed without fault on the part of Elmali Engineering, acceptance shall be deemed to have taken place upon notification of readiness for acceptance. Upon acceptance, Elmali Engineering's liability for obvious defects shall cease, unless the customer has expressly reserved its rights regarding a specific defect in the acceptance protocol.

IX. Claims for Material and Legal Defects (Warranty)

1. Elmali Engineering warrants that delivered goods and rendered services are free from material and legal defects—to the exclusion of further claims and subject to Section X—by providing subsequent performance (*Nacherfüllung*) at its discretion through repair or replacement. Elmali Engineering shall be entitled to two (2) attempts at rectification.
2. No warranty claims shall exist for consequences resulting from improper modifications or repair work carried out by the customer or third parties without Elmali Engineering's prior consent. The same applies to unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, negligent or improper handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable foundations, or chemical, electrochemical, or electrical influences, unless attributable to Elmali Engineering.
3. The customer must notify Elmali Engineering in writing of any detected defects without undue delay (*unverzüglich*). Following receipt of written notice, Elmali Engineering shall remedy justified defects within a reasonable period. Costs for necessary auxiliary provisions at the customer's site shall be borne by the customer.
4. Warranty claims are excluded if: a. the customer unjustifiably refuses to allow Elmali Engineering to carry out repair or replacement work; b. the customer or a third party remedies or replaces the defect without granting Elmali Engineering prior opportunity to do so; or c. the defect is attributable to technical specifications provided by the customer, an express instruction issued by the customer, or materials or work provided by third-party contractors engaged by the customer.

5. If Elmali Engineering—taking statutory exceptions into account—allows a reasonable grace period set for subsequent performance to elapse without result, the customer may reduce the remuneration in accordance with statutory provisions. The customer may only rescind the contract if it demonstrates that the work is of no objective interest to it despite the price reduction.
6. Any further claims for damages or reimbursement of expenses shall be governed exclusively by Section X of these Terms.

X. Liability and Limitation of Liability

1. For damages not occurring to the delivery or service object itself, Elmali Engineering shall be liable—on whatever legal grounds—only in cases of: a. intent (*Vorsatz*); b. gross negligence (*grobe Fahrlässigkeit*) on the part of owners, managing directors, or executive officers; c. culpable injury to life, body, or health; d. defects fraudulently concealed by Elmali Engineering; e. an express guarantee assumed by Elmali Engineering; or f. mandatory statutory liability under the German Product Liability Act (*Produkthaftungsgesetz*).
2. In the event of a culpable breach of essential contractual obligations (*Kardinalpflichten*), Elmali Engineering shall also be liable for gross negligence of non-executive employees and for slight negligence (*leichte Fahrlässigkeit*), whereby liability for slight negligence shall be limited to reasonably foreseeable, contract-typical damages, unless injury to life, body, or health is involved. Essential contractual obligations are those whose fulfillment enables the proper execution of the contract in the first place and on whose observance the customer regularly relies and may rely.
3. Any further liability for damages is excluded.

XI. Limitation Period (Statute of Limitations)

1. All claims of the customer—irrespective of their legal basis—shall become time-barred twelve (12) months after acceptance. Statutory limitation periods shall apply to claims under Sections X.1 and X.2, as well as where Elmali Engineering performs services on a building and thereby causes structural defects.
2. In the event of defect rectification, the limitation period for the rectified part shall recommence, provided that it shall expire no later than eighteen (18) months after the commencement of the original limitation period pursuant to Paragraph 1.

XII. Intellectual Property, Proprietary Rights, and Software Use

1. All intellectual and industrial property rights remain vested in Elmali Engineering. Elmali Engineering grants the customer solely a non-exclusive, non-transferable, perpetual (*unbefristet*) right of use with respect to proprietary rights—including samples, cost estimates, drawings, and similar tangible or intangible information—to the extent strictly necessary for the contractual use of the delivered goods or services.
2. All drawings, models, templates, training materials, and similar documentation remain the exclusive property of Elmali Engineering. They are provided solely for the agreed contractual purpose and must not be used for any other purpose. Copies or reproductions

may only be made within the scope of the agreed purpose. Neither originals nor copies may be disclosed, transferred, or made accessible to third parties in any form.
3. Where software is included in the scope of delivery or service, the customer is granted a non-exclusive right to use the software and its accompanying documentation solely on the designated delivery item. Simultaneous use on more than one system is prohibited.
4. The customer may only copy, revise, translate, or decompile the software from object code into source code to the extent expressly permitted by statutory law (Sections 69a et seq. of the German Copyright Act – *UrhG*).
5. The customer shall not remove or alter manufacturer designations—in particular copyright notices—without the prior written consent of Elmali Engineering.
6. All other rights to the software and its documentation, including copies thereof, remain exclusively with Elmali Engineering or the respective software supplier. Sublicensing is prohibited.
7. By ordering and utilizing the delivered items, the customer accepts the applicable end-user license terms.

XIII. Retention of Title and Contractor's Lien

1. Elmali Engineering retains legal title to all delivered goods and spare parts until full payment of all claims arising from the respective contract—including ancillary services—has been received.
2. The customer is prohibited from selling, pledging, or transferring the reserved goods by way of security. In the event of attachment, seizure, or other third-party interventions, the customer must notify Elmali Engineering in writing without undue delay.
3. In the event of conduct by the customer in breach of contract—in particular payment default—Elmali Engineering shall be entitled to repossess the reserved goods after issuing a reminder, and the customer shall be obligated to surrender them.
4. The assertion of retention of title and the demand for surrender of the goods shall only be permissible after Elmali Engineering has rescinded the contract.
5. An application for the opening of insolvency proceedings over the customer's assets shall entitle Elmali Engineering to rescind the contract and demand the immediate return of the delivered goods.
6. Elmali Engineering is entitled to a contractual and statutory contractor's lien (*Werkunternehmerpfandrecht*) over the customer's repair object that has come into its possession under the service or repair contract. This lien may also be asserted for claims arising from earlier work, spare-parts deliveries, or other services insofar as they are connected with the repair object. For other claims arising from the ongoing business relationship, the lien shall apply only to the extent that such claims are undisputed or have been finally adjudicated.

XIV. Force Majeure

1. Each party shall be released from its performance obligations if and to the extent that performance is prevented or impeded by force majeure. Force majeure includes all unforeseeable, unavoidable external events beyond the operational sphere of the affected party, such as war, civil unrest, embargoes, import or export bans, political disturbances,

pandemics, natural disasters, disruptions of transport routes, unforeseeable and unavoidable governmental measures, strikes, lockouts, and interruptions in raw material or energy supplies.
2. The party invoking force majeure must notify the other party in writing without undue delay.
3. If a force majeure event persists for more than ninety (90) consecutive calendar days, either party shall be entitled to terminate the contract with respect to the unfulfilled portion thereof.

XV. Export Control and Foreign Trade Regulations

1. Offers, order confirmations, deliveries, and services (including technical assistance) provided by Elmali Engineering are subject to the granting of any required export or transfer licenses by the German Federal Office for Economic Affairs and Export Control (*Bundesamt für Wirtschaft und Ausfuhrkontrolle* – BAFA) as well as compliance with all applicable European Union and international export control and sanctions regulations.

XVI. Miscellaneous

1. The customer may only exercise a right of retention (*Zurückbehaltungsrecht*) to the extent that its counterclaim is undisputed or has been finally established by a court of law.
2. The customer may only offset counterclaims arising from other legal relationships if such counterclaims are undisputed or have been finally established by a court of law.
3. Any assignment of rights or claims against Elmali Engineering by the customer requires Elmali Engineering's prior written consent.
4. Should any provision of these Terms be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic intent of the parties.

XVII. Applicable Law and Place of Jurisdiction

1. These Terms and all legal relationships arising out of or in connection with them shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the competent court at the registered seat of **Elmali Engineering UG (haftungsbeschränkt)** in Blieskastel, Germany. However, Elmali Engineering reserves the right to bring legal action against the customer at the customer's general place of jurisdiction.