

## General Terms and Conditions of Services – VON ARDENNE North America Inc. – [August 2025] edition

### 1. Scope of Application

1.1. The terms and conditions set forth herein shall apply to and be deemed to be incorporated by reference into each and every Purchase Order agreed between Client and VON ARDENNE North America Inc. (VON ARDENNE) for Services provided by VON ARDENNE. "Purchase Order" within the sense of these Terms and Conditions shall mean each purchase order issued by Client to VON ARDENNE as far as confirmed by VON ARDENNE's order confirmation to Client. In the event of any conflict or ambiguity between these Terms and Conditions and the Purchase Order, the Purchase Order will take precedence.

1.2. Whenever used in these terms and conditions, "affiliated companies" shall mean an entity which: (a) controls or is controlled by a Party hereto or (b) is under common control with a Party hereto: where "control" means that more than fifty percent (>50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

1.3. Terms or conditions requested by either Party that are contrary to, inconsistent with, or additional to the terms and conditions set forth herein shall be void and of no effect unless specifically agreed to in writing by both Parties. Any such additional terms and conditions not mutually agreed to are hereby objected to and rejected, and VON ARDENNE'S acceptance is limited to the express terms and conditions contained herein and on the face of the Purchase Order.

1.4. Verbal statements made in connection with any Purchase Order, or invoice, including any oral advice or assurance, shall not be binding unless and until confirmed in writing duly executed by both parties

### 2. Quotation

2.1. Unless otherwise set forth in the quotation, VON ARDENNE's quotations shall be considered as non-binding. VON ARDENNE's written order confirmation shall be decisive for the scope of services.

2.2. VON ARDENNE reserves ownership and copyright to any and all quotation documents, such as (but not limited to) estimates, diagrams and other documents. Client shall not make accessible such documents to third parties without VON ARDENNE's prior written consent.

### 3. Scope of Services

VON ARDENNE agrees to perform the Services (including the provision of goods, if any) as described in the Purchase Order. The Services to be provided under any Purchase Order are part of enabling the continued operation of the installed Equipment, but shall not be construed in any way to be a guarantee of a continual failure-free operation, and does not alter or infringe in any way the rights, responsibilities, duties or benefits of the warranty attached to the installed Equipment.

### 4. Pricing and Invoicing

4.1. Client will pay VON ARDENNE the rates and prices set forth in the relevant Purchase Order as compensation for the Services performed thereunder. Unless otherwise agreed in the applicable Purchase Order, Client and VON ARDENNE acknowledges and agrees that the rates and prices reflected in the Purchase Order are exclusive of applicable fees, duties, sales and other taxes and charges including VAT and tariffs. Any taxes or fees, duties and other charges shall be payable by Client and Client agrees to pay or reimburse VON ARDENNE for any such fees, duties, taxes and charges which VON ARDENNE is required to pay.

4.2. Unless otherwise set forth in the applicable Purchase Order, VON ARDENNE will invoice Client on or around the last day of each month for Services provided and accepted in such month. Payment shall be made by Client within thirty (30) days following the date of receipt of invoice. All invoices shall contain at least the following information: a reference to the applicable Client purchase order; a description of the Services provided and any other relevant information reasonably required by Client.

4.3. A 1.5% monthly service charge will be added on all past due invoices at an annual rate of 18%.

### 5. Taxes

5.1. The prices do not include Value added tax (VAT), Goods & Service Tax (GST), tariffs, or sales, use, excise or other applicable tax if payable either in the country of Site or in the country of Client (which shall be payable by Client in addition to the Total Purchase Price).

5.2. Any other taxes, fees, duties, tariffs and other charges which are levied on VON ARDENNE in connection with the performance of the Purchase Order either in the country of Site or in the country of Client shall be solely borne by the Client and the Client agrees to pay or

reimburse VON ARDENNE for any such taxes which VON ARDENNE is required to pay.

5.3. Withholding taxes imposed on royalties or on any other transfer of intellectual property rights as well as on services will be borne by the Client unless otherwise agreed in writing.

5.4. If corporate income taxes are imposed on a permanent establishment (PE) of VON ARDENNE in the country of Site or the country of Client due to project delivery delay(s) or extension(s) caused by Client and not by VON ARDENNE or any of its affiliates and subcontractors. VON ARDENNE will calculate such corporate income taxes and provide these calculations to Client in advance and both Parties will cooperate, and mutually agree on solutions as well as support implementation of the agreed solutions each other before Client will bear these corporate incomes taxes imposed on a PE of VON ARDENNE either in the country of Site or in the country of Client related to project delivery delay(s) or extension(s) caused by Client.

5.5. The Parties will cooperate and support each other to keep the tax burden at the legally allowed minimum. To do so, the Parties will provide each other with the necessary documentation, certificates, calculations, evidences etc.

5.6. If Client pays taxes on behalf of VON ARDENNE, e.g. withholding taxes, tariffs or VAT, VON ARDENNE can request an appropriate payment evidence from Client.

5.7. If the tax, fees and duties actually payable as a consequence of the execution of the Purchase Order turns out to be higher or lower than the amount shown on the relevant invoice (including if no tax has been invoiced at all), the Parties shall fully cooperate with each other to achieve a proper tax laws treatment.

5.8. In the context of these General Terms and Conditions, any spare parts, components, raw materials, services, or other goods that are either included as part of the services provided or sold separately may be procured by VON ARDENNE from locations outside the United States of America (the "Imported Goods"). Insofar as VON ARDENNE purchases Imported Goods, VON ARDENNE will pay the tariffs, duties, import fees, customs fees, or any other charges. These costs are incorporated into the purchase price of the relevant Purchase Order. If, between the Purchase Order confirmation and the delivery of the goods and services, the costs of such Imported Goods associated with the Purchase Order increase due to any rise in applicable fees, duties, sales taxes, VAT, tariffs, or other charges, VON ARDENNE may increase the rates and prices stated in the Purchase Order accordingly to reflect these additional costs. VON ARDENNE will provide notice to all other Parties with respect to any such increase in rates and prices as soon as practicable.

### 6. Time for Performance of Services

VON ARDENNE shall perform the Services at such times and within such timeframes as are specified in the applicable Purchase Order. Times and timeframes for performing the Services set forth in the quotation shall be binding only if confirmed so by VON ARDENNE in its confirmation of Client's purchase order.

### 7. Cooperation

7.1. Both Parties agree and acknowledge that timely provision of assistance, cooperation and complete and accurate data, specifications, requirements, and other relevant information, including with respect to the Equipment, the site, and environmental and operating conditions, and, if required, granting access to the site ("Cooperation") is essential for duly and timely performance of its obligations under each Purchase Order. One Party shall not incur liability hereunder on account of any deficiency or delay in the other Party's performance of its obligations under each Purchase Order to the extent such deficiency results from the other Party's failure to provide full and timely Cooperation.

7.2. Client shall take the necessary special precautions to protect persons and property. Client must also inform the service supervisor of existing safety regulations if these are relevant for VON ARDENNE's personnel. He informs VON ARDENNE of infringement of such safety regulations by his personnel. Client shall inform VON ARDENNE immediately of any faults and damage that occurs.

### 8. Acceptance

Upon the delivery of any Services by VON ARDENNE, Client reserves a reasonable amount of time (in no event more than fourteen (14) days to inspect such Services. If Client does not give notice of a defect, error or other issue concerning the Services after that period, such Services shall be deemed accepted, except for a defect, error or other issue that cannot be discovered without use of the Equipment. If Client gives VON ARDENNE notice of a defect, error or other issue relative to the Services, VON ARDENNE shall remedy such defect, error or other issue within a reasonable period, depending of the nature of the defect, and Client shall have a reasonable amount of time (in no event more than fourteen (14) days) to re-inspect such Services.

## 9. Warranty

9.1. Warranty for spare parts supplied by VON ARDENNE ("Spare Parts") or other Equipment. For that time which is the earlier of (a) 12 months after shipping of the Equipment or Spare Part; or (b) the date on which the Equipment or Spare Parts are installed and accepted by Client, VON ARDENNE warrants to Client that Equipment and Spare Parts sold to Client shall (i) be free from defects in workmanship and materials when transported, stored, handled, used and serviced in compliance with VON ARDENNE's written instructions and (ii) shall conform in all material respects with the specifications.

VON ARDENNE's sole liability under this warranty is limited to repairing the Equipment or Spare Part, furnishing replacement Equipment or Spare Parts, or issuing a credit for any such Equipment or Spare Part, all at VON ARDENNE's sole option, provided that: (a) VON ARDENNE is promptly notified in writing of the defect in any Equipment or Spare Part within the warranty period as provided above; (b) such Equipment or Spare Parts are returned to VON ARDENNE's warehouse in a condition suitable for testing; and (c) VON ARDENNE's examination of such items shall disclose to its reasonable satisfaction that the Equipment or Spare Parts are defective and such defective state has not been caused by misuse, misapplication, abuse, neglect, alteration, accidents improper storage, transportation or handling, an act of God or other causes reasonably beyond VON ARDENNE's control or occurring subsequent to the time of delivery of the Spare Parts to a carrier by VON ARDENNE. Modification of Equipment or Spare Parts by Client or any other party shall invalidate the above warranty. Any repair or replacement shall not extend the period within which such warranty can be asserted. The warranty herein may be asserted by Client only and not by Client's customers, end-users or other third persons. VON ARDENNE shall notify Client in writing if such Equipment or Spare Parts are not subject to warranty adjustment and, unless disposition instructions as to such Equipment or Spare Parts are received from Client within 10 days of such notification, such Equipment or Spare Parts shall be returned at Client's cost and risk to Client.

9.2. Warranty of Services. VON ARDENNE represents and warrants that the Services (other than Equipment) provided under each Purchase Order will be performed in accordance with the terms hereof with reasonably skilled and appropriately trained personnel and in a workmanlike manner. VON ARDENNE is not responsible for any failures caused by (i) misuse, accident, unsuitable environment or unauthorized modification of the Equipment for which VON ARDENNE is not responsible, or (ii) operation outside of VON ARDENNE's specifications (including, but not limited to, Client's failure to conduct regular maintenance as to VON ARDENNE's specifications).

9.2.1. Client must report any deficiencies in the Services (or in the provided goods, if any) within thirty (30) days of the later of the completion of the Services or the date that such deficiencies were reasonably discoverable by Client, in no event, however exceeding 180 days from the date of completion of such Services.

9.2.2. Client's sole remedy for the breach of any warranty by VON ARDENNE under each Purchase Order shall be the re-performance of the Services or (if applicable) the rectification or replacement of provided goods

9.3. The express warranties contained herein and in the Purchase Order are VON ARDENNE's exclusive warranties. VON ARDENNE disclaims all implied warranties, including the implied warranties of merchantability or fitness for a particular purpose, and any warranty of non-infringement with respect to intellectual property.

## 10. Software

If the Purchase Order provides for delivery of software, VON ARDENNE grants to Client, as of the delivery date of the software to Client's site, a non-assignable, non-transferable, non-exclusive, royalty free right to use, in object code form, any software and related documentation furnished under the Purchase Order. This grant shall be limited to use with the equipment for which the software was provided. Customer may make a single archive copy of this software, provided that any copy must contain the same copyright notice and proprietary markings as the original software. Use of VON ARDENNE's software on any equipment other than that for which it was provided, any other material breach of the Purchase Order, or any breach of copyright law with regard to Client's use of the software, shall automatically terminate this license. VON ARDENNE's other rights and remedies provided by this Purchase Order and/or applicable governing law shall remain unaffected.

## 11. Termination

11.1. Termination for Default. Either party may terminate any Purchase Order in the event the other party is in breach of any material term of the Purchase Order or these Terms and Conditions, effective upon delivery of written notice to the breaching party; provided that the breaching party shall have a period of twenty (20) business days following receipt of written notice within which to cure such breach. In addition, and notwithstanding any other right to termination provided in

this Section, either party may terminate any Purchase Order upon delivery of written notice to the other party if the other party is insolvent or has a petition in bankruptcy filed against it; the other party is adjudicated a bankrupt; the other party makes a general assignment for the benefit of its creditors; the other party has a receiver, trustee or agent appointed with respect to its business or any significant portion thereof; or the other party otherwise ceases to do business in any manner for any reason. Upon any termination pursuant to this Section, VON ARDENNE shall: (1) continue to provide any portion of the Services for which the relevant Purchase Order is not cancelled, and (2) be liable for additional costs, if any, incurred by Client for the purchase of similar Services to cover such default.

11.2. Termination for Convenience. VON ARDENNE may terminate any Purchase Order, at any time for convenience by giving the Client at least thirty (30) days in advance which shall state the extent of the termination and the conduct required of the other party in connection therewith. Both parties will use commercially reasonable efforts to mitigate any damages incurred in connection with such termination.

11.3. Post Termination Consequences. On the date of termination or expiration of any Purchase Order for any reason, with respect to the portion of the Services terminated or expired, VON ARDENNE shall (i) stop the Services being performed by VON ARDENNE, (ii) cancel orders for materials, if any, with VON ARDENNE's sub-suppliers and cease ordering any such materials, (iii) cancel services being performed by VON ARDENNE's sub-suppliers, (iv) fully cooperate with Client to minimize any adverse effect on Client, and (v) perform those other obligations set forth in these Terms and Conditions and the applicable Purchase Order upon its termination or expiration.

11.4. Total Termination Charge. In case VON ARDENNE terminates any Purchase Order according to Section 11.2, Client shall pay to VON ARDENNE (i) a portion of the agreed payments set forth in the Purchase Order corresponding to costs related to all work and those Services performed by VON ARDENNE until the effective date of such termination, (ii) all wind down costs and expenses reasonably incurred by VON ARDENNE as a result of termination ("Total Termination Charge").

## 12. Indemnity.

Client will defend, indemnify and hold VON ARDENNE harmless of and from any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, arising out of or in any way related to Client's performance hereunder, except and only to the extent that any such claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses arise out of the material breach hereof by VON ARDENNE or the gross negligence or willful misconduct of VON ARDENNE.

## 13. Force Majeure

Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside its reasonable control, including, but not limited to, general material shortage, riot, lightning, embargo, epidemic, earthquake, fire, war, military or civilian coup, rebellion, revolution, sabotage, strike, typhoons, natural disasters of all kinds. Such delay or failure shall not constitute a breach of these Terms and Conditions or any Purchase Order and the time for performance shall be extended by a period equivalent to that during which performance is so prevented provided that if such delay or failure persist for more than three (3) months nothing in this Section shall be taken to limit or prevent the exercise by either party of its rights of termination for convenience under Section 11.2.

## 14. Confidentiality

14.1. "Confidential Information" shall mean all information, whether written or oral, disclosed by Client to VON ARDENNE or by VON ARDENNE to Client in connection with a Purchase Order, and (i) designated by the disclosing Party as "Confidential" at the time of disclosure or within thirty (30) days thereafter, or (ii) disclosed under circumstances by which Receiving Party should reasonably understand such information is to be treated as confidential, whether or not marked "Confidential" or otherwise. The same shall apply, if the information is disclosed by and/or disclosed to an affiliated company of Client or VON ARDENNE.

14.2. Confidential Information shall not include any information (i) which was known to the receiving Party prior to and independent of such disclosure; (ii) which was generally available to the public prior to such disclosure; (iii) which subsequent to such disclosure is published or made generally available to the public without fault on the part of the receiving Party; (iv) which is obtained by the receiving Party from a Third Party without a breach of such Third Party's obligations of confidentiality; (v) which is independently developed by an employee of the receiving Party not in possession of the information disclosed; or (vi) which is required by law or by court or official order to be disclosed by the receiving Party, in which case the receiving Party shall provide

prompt written notice to the disclosing Party of such disclosure obligation.

14.3. For a period of no less than five (5) years following disclosure of Confidential Information pursuant hereto, neither Party may disclose the other Party's Confidential Information to any Third Party without the prior written consent of the disclosing Party. For purposes of this provision, Third Party shall not include representatives, subcontractors or employees of Client, VON ARDENNE or their affiliated companies, provided that such person has been placed under an obligation of confidentiality with respect to the Confidential Information in question.

14.4. All Confidential Information supplied in connection with a Purchase Order shall remain the property of the Party disclosing or supplying the same, and no ownership rights are granted to the receiving Party in the same.

#### 15. Statutes of Limitation

15.1. To the extent permitted by the applicable law, Client's claims for breach of duty and tort shall be statute-barred within 12 months.

15.2. If acceptance of the Services is required according to the Purchase Order, the statute of limitations on claims due to deficiencies shall commence upon acceptance, otherwise upon completion of performance of the Services.

15.3. Statutes of limitation shall be suspended by start of negotiations between the contracting parties of claims or of circumstances giving rise to claims. Such suspension shall end if one of the contracting parties has not complied within four weeks with the request of the other contracting party to continue negotiations.

#### 16. Governing Law and Dispute Resolution

16.1. These Terms and Conditions and any Purchase Order executed thereunder shall be interpreted, and the legal relations of the Parties hereunder shall be determined, in accordance with the laws of Ohio, excluding any conflict of laws or choice of law rule or principle that might otherwise refer construction or interpretation hereof to the substantive law of another jurisdiction. The United Nations Convention on the International Sale of Goods (CISG) shall not apply.

16.2. In the event of any dispute, controversy, or claim arising out of or relating to a Purchase Order executed hereunder, or the breach, termination, enforcement, interpretation, or validity thereof (a "Dispute"), the Parties' respective executives shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If they do not reach settlement within a period of 30 days, then, upon notice by any Party to the other Party, any unresolved Dispute arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Toledo, Ohio. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16.3. If any legal action, arbitration or other proceeding is brought hereunder, VON ARDENNE, so long as it is the prevailing party under any such action, arbitration or other proceeding, shall be entitled to recover reasonable attorneys' fees and any other costs incurred in bringing or defending any such action, arbitration or proceeding and collecting on any judgment rendered thereunder, in addition to any other relief to which it may be entitled.

#### 17. Limitation on VON ARDENNE'S Liability.

In no event shall VON ARDENNE be liable for anticipated profits or for incidental or consequential damages. VON ARDENNE'S liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Purchase Order and this contract or from the performance or breach thereof and hereof shall in no case exceed the price allocable to the Services or unit thereof, which gives rise to the claim. Purchaser shall not be liable for penalties of any description.

#### 18. Waiver

No waiver of, no delay in the exercise of, and no omission to exercise any rights or remedies by either party shall be construed as a waiver by such party of any other rights or remedies that such party may have under each Purchase Order executed under this Terms and Conditions.

#### 19. Entire Agreement.

The Purchase Order and any documents referred to on the Purchase Order, constitute the entire agreement between the parties respecting the subject matter thereof and the transactions contemplated herein and therein, superseding all other agreements between the parties whether written or oral, including but not limited to, any documents, correspondence, brochures, advertisements, emails or other

electronically created materials in writing or other memoranda respecting the Products.

#### 20. Assignments and Subcontracting.

Client shall not assign any of its rights or delegate any of its duties under this contract or the Purchase Order, or assign any monies due hereunder or thereunder, without the prior written consent of VON ARDENNE.

#### 21. Relationship of Parties.

VON ARDENNE and Client are independent contracting parties and nothing in a Purchase Order shall make either party the agent, joint venturer or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third party beneficiaries to a Purchase Order, except as specifically provided.

#### 22. Severability.

Should any one or more of the provisions of these terms and conditions, a Purchase Order executed hereunder or any agreement entered into pursuant hereto be determined to be illegal or unenforceable, all other provisions of these terms and conditions, the affected Purchase Order and such other agreements shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.