

Terms & Conditions

GENERAL CONDITIONS FOR THE SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

Brussels, October 2022, as amended by OXYMAT Group, August 2025 ("General Conditions")

PREAMBLE

1. These General Conditions shall apply when the parties agree thereto. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

– « **Contract** » : the agreement In Writing between the parties concerning supply of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;

– « **Gross Negligence** » : a deliberate or reckless failure to take such care as is obviously required in the circumstances to avoid serious consequences for the other party;

– « **In Writing** » : communication by document signed by both parties or by letter, electronic mail, fax and by such other means as are agreed by the parties; – « **the Product** » : the object(s) to be supplied under the Contract, including software and documentation;

– « **Contract Price** » : the agreed price, which shall be either a fixed price or, in case the parties have specifically agreed on a price revision clause, the revised price.

– « **Suppliers Confidential Information** » : when used herein shall include, without being limited to, business and marketing plans, financings, cost and pricing information, supplier information and Supplier's Technical Information pertaining to the Supplier's Equipment and related software, including any proposed design and specifications for future products and products in development, and all other technical and business information considered confidential by Supplier. Supplier Confidential Information shall not include any information that is generally publicly available or otherwise in the public domain other than as a result of a breach by the receiving party of receiving party's obligations hereunder.

PRODUCT INFORMATION/INSTRUCTIONS

3. All information and data contained in general product documentation and price lists, regardless of form, shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

3.b The Parties shall not change, alter, modify, amend, omit, add to or otherwise vary (collectively "Change") the Product without the other Party's written approval.

3.c Any variations, modifications of or any addition to the quantity or types of Products, which may be required as a result of a change in the technical design basis, change in laws and regulations, locally or internationally, for the supply of Products to Purchaser by Supplier under the Contract shall be regarded as additional services and not included in the supplies under the Contract. Suppliers acceptance of such variation or modification is subject to an adjustment of the related prices and delivery terms, which shall be mutually agreed upon in writing between the Parties.

3.d The Purchaser shall have the right to submit in writing their request to Supplier for changes to the supply of the Products. If any change to the Work requested by the Purchaser affects the Contract price, delivery schedule, delivery date or other agreed supplies.

3.e Prior to commencement of any changes in work or providing any additional services or supplies as specified in this Clause 3, detailed conditions and payments therefore shall be mutually agreed upon In Writing between Purchaser and Supplier.

4. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied as one paper copy of each and also electronically. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

5. All intellectual property rights in the Product, including in any embedded software, and in any technical information relating to the Product, shall rest with the Supplier or, in the appropriate case, with a third party which has licensed the Supplier to sublicense these rights. Subject to any limitations that may have been agreed between the third party and the Supplier, the Purchaser shall acquire a nonexclusive, perpetual and transferable right to use these intellectual property rights, but limited to the extent required by the purpose of the Contract. The Supplier shall not be obliged to provide the Purchaser with the source code or with updates for any embedded software.

This clause shall also apply when the Product and/or software has been specifically developed for the Purchaser, unless otherwise agreed In Writing.

6. Technical, commercial and financial information and information, which has been declared as confidential or which must by its very nature be deemed to be confidential, disclosed In Writing or orally by one party to the other, shall

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be treated confidentially. The information shall therefore not without the consent of the disclosing party In Writing be used for any other purpose than that for which it was provided. It may not, without the consent of the disclosing party In Writing, be transmitted, communicated or otherwise disclosed to a third party.

ACCEPTANCE TESTS

7. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

8. The Supplier shall notify the Purchaser In Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

9. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

10. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests

DELIVERY. PASSING OF RISK

11. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.

If no trade term has been specifically agreed, the delivery shall be Free Carrier (FCA) at the place of manufacture of the Product.

If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will nevertheless pass to the Purchaser as soon as the Product is handed over to the first carrier.

11.b It is understood that partial delivery shall be allowed for the said Contract. Supplier shall notify Purchaser in Writing of the delivery schedule in due time to arrange for pick-up of the Goods.

TIME FOR DELIVERY. DELAY

12. If the parties, instead of specifying the date for delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be met by the Purchaser have been fulfilled, such as official formalities, payments due at the formation of the Contract and securities.

13. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected.

If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

14. If delay in delivery is caused by any of the circumstances mentioned in Clause 46, by an act or omission on the part of the Purchaser, including suspension under Clauses 22 and 49, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

15. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the Contract Price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the Contract Price.

If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the Contract Price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages shall become due at the Purchaser's demand In Writing but not before delivery has been completed or the Contract is terminated under Clause 16.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.

16. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 15 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week.

If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause 15, shall not exceed 15 per cent of that part of the Contract Price which is attributable to the part of the Product in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 15, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this clause.

17. Liquidated damages under Clause 15 and termination of the Contract with limited compensation under Clause 16 shall be the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.

18. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier in Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.

If the Purchaser fails to accept delivery at the time for delivery for a reason which is not attributable to the Supplier, he shall nevertheless pay any part of the Contract Price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.

18.b It is understood that a storage receipt shall be deemed to constitute proof of delivery.

19. Unless the Purchaser's failure to accept delivery is due to any of the circumstances mentioned in Clause 46, the Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period.

If, for a reason which is not attributable to the Supplier and not the result of any of the circumstances mentioned in Clause 46, the Purchaser fails to accept delivery within such period, the Supplier may by notice In Writing terminate the

Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the Contract Price which is attributable to that part of the Product in respect of which the Contract is terminated.

19.b The delivery time as agreed between the Parties shall count from the date on which the following have all been fulfilled;

- The Contract consisting of a Purchase Order and these General Terms and Conditions has been duly signed by both Parties
- The agreed pre-payment has been received by Supplier
- The Design Basis and Technical Requirements are frozen.

PAYMENT

20. Payment shall be made within thirty days after the date of invoice.

Unless otherwise agreed, the Contract Price shall be invoiced with one third at the formation of the Contract and the remaining part when the Product is delivered.

21. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been irrevocably credited for the amount due.

22. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the interest rate of the European Central Bank for the main refinancing operations (MRO). The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment or in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser In Writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this clause, to claim compensation for the costs and loss he incurs, including indirect and consequential loss.

22.1 All amounts specified to be paid to Supplier under this Contract shall be understood to be net amounts after

deduction of any taxes (including income tax and turnover tax) required to be withheld or paid in the country of Purchaser, country of end-user or any other country outside Denmark and Slovakia. All Danish and/or Slovakian taxes related to payments under this Contract shall be paid by Supplier. Any claim for additional payments due to taxes being imposed will, despite what is otherwise agreed in these General Conditions, not be time barred until six months after such taxes can theoretically still be imposed.

22.2 In case of delay of payment of any amount which has fallen due as specified in clauses 19 through 21, Purchaser shall pay to Supplier interest calculated at 1.5% (one point five per cent) per month on the overdue amount for the period from the amount became due until the amount has been paid and received on Supplier's account. The interest shall be calculated on the basis of monthly compound and 365/360 days (actual number of days lapsed and 360 days per year).

22.3 All amounts payable to Supplier under this Contract shall be transferred in EUR to Supplier's account and without charges or fees to be paid by Supplier.

RETENTION OF TITLE

23. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause 11.

LIABILITY FOR DEFECTS

24. The Product shall be in conformity with the Contract. Pursuant to the provisions of this clause and Clauses 25-44, the Supplier shall remedy any defect in or nonconformity of the Product (hereinafter termed defect) resulting from faulty design, materials or workmanship.

25. The Supplier shall not be liable for defects arising out of a design, materials or production methods provided, stipulated or specified by the Purchaser.

26. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

27. The Supplier shall not be liable for defects caused by circumstances which arise after the risk has passed to the Purchaser, e.g. defects due to faulty or incorrect installation, maintenance or repair, or to any alteration, carried out by the Purchaser or by a third party on behalf of the Purchaser. The

Supplier shall neither be liable for normal wear and tear nor for deterioration.

28. The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

29. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired part or in the part in replacement under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product, the period mentioned in Clause 28 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

The Supplier shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in Clause 28 or from the end of any other liability period agreed upon by the parties.

30. The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. The notice shall contain a description of the defect. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause 28 or the extended period(s) under Clause 29, where applicable.

If the Purchaser fails to notify the Supplier In Writing of a defect within the time limits set forth in the first paragraph of this clause, he shall lose his right to have the defect remedied and any other rights in respect of the defect.

Where the defect is such that it may cause damage, the Purchaser shall immediately notify the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Supplier.

31. On receipt of the notice under Clause 30, the Supplier shall at his own cost remedy the defect without undue delay, as stipulated in Clauses 24-44. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Remedial work shall be carried out at the place where the Product is located unless the Supplier deems it more appropriate that the Product is sent to him or a destination specified by him.

If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

32. The Purchaser shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.

33. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.

34. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the defect caused by the Product being located in a place other than the place specified in the Contract for putting the Product into service, or if not specified, the place of delivery.

35. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

36. If the Purchaser has given such notice as mentioned in Clause 30 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he incurs as a result of the notice.

37. If the Supplier does not fulfil his obligations under Clause 31 or 43, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary remedial work at the risk and expense of the Supplier, provided the Purchaser or third party does so in a professional manner.

Where successful remedial work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

38. Where the defect has not been successfully remedied, as stipulated under Clause 37,

a) the Purchaser shall be entitled to a reduction of the Contract Price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the Contract Price, or

b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it, the Purchaser may terminate the Contract by notice In Writing to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for any loss, including any consequential and indirect loss, up to a maximum of 15 per cent of that part of the Contract Price which is

attributable to the part of the Product in respect of which the Contract is terminated.

39. Save as stipulated in Clauses 24-38, the Supplier shall not be liable for defects. In consequence, the Supplier shall not be liable for any other loss the defect may cause, including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

39.1 The guaranteed lifetimes of the Product as stipulated in clauses 24-39, are subject to clauses 39.2 through 39.4 below and that the following conditions are met:

– The Product is stored, handled, installed and operated in strict accordance with instructions given by Supplier in the provided manuals; and

– The inlet conditions to the Products as defined in the Design Basis to the Contract as well as the PSA generator shall be equal to or more favorable as compared to the specification in the design basis.

39.2 The guarantee does not extend to any Products if a defect or malfunction occurs from misuse (at Supplier's sole determination), any feed air malfunctions, improper filter element maintenance or external causes. Supplier expressly disclaim any liability whatsoever for failure of PSA generator and related equipment attributable to the Products being affected physically or chemically by mal-operation of the unit or from not-specified components coming from the ambient or upstream units outside Suppliers scope of supply, which has not been accounted for in the design basis.

39.3 Supplier shall have the right to study operating data and inspect the Products with assistance from Purchaser. If it is determined that the cause is due to Supplier's fault, Supplier shall repair, rectify or replace the Defect item at its own expenses to recover the standards and requirements set out in the Design Basis attached as Appendix to this Contract.

39.4 The measurement of any guarantee values shall be carried out with new service consumables and 3rd party calibrated sensors and instrumentation.

39.5 The warranty shall be null, void and inoperative if the Product has been repaired or altered outside the Supplier's factory without the express written authorization of Supplier.

LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

40. Unless otherwise agreed, the Supplier shall, in accordance with this clause and Clauses 41 - 44 be liable towards the Purchaser for the Product infringing patents, copyrights or any other intellectual property rights of a third party in the Purchaser's country. The Supplier shall in such case indemnify the Purchaser and hold the Purchaser harmless against claims

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of third parties, provided that such claims are confirmed as valid by a final award or a settlement approved by the Supplier. The Supplier shall however not be liable for the Purchaser's loss of production, loss of profit, loss of use and loss of contracts, unless the Supplier has been guilty of Gross Negligence.

41. The Supplier shall have no liability for infringement of intellectual property rights arising out of:

- the Product being used elsewhere than in the Purchaser's country;
- the Product being used otherwise than agreed or in a way the Supplier could not have foreseen;
- the Product being used together with equipment or software not supplied by the Supplier, or
- a design or construction stipulated or specified by the Purchaser.

42. The Supplier shall only be liable if the Purchaser notifies the Supplier In Writing without delay of any claim as referred to in Clause 40 which he receives and allows the Supplier to decide how the claim shall be dealt with. Defence against claims referred to in Clause 40 shall be for the Supplier's account. The Supplier shall compensate the Purchaser for any amounts the latter is obliged to pay under a final award or a settlement approved by the Supplier.

43. Infringement of intellectual property rights shall, at the Supplier's discretion, be remedied by:

- providing the right for the Purchaser to use the Product,
- adjusting the Product so that the infringement ceases, or
- by replacing the Product with another product, which can be used without infringing applicable intellectual property rights.

44. If the Supplier fails to remedy the infringement in accordance with Clause 43 without undue delay, Clauses 37, 38 and 39 shall apply.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

45. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph,

the Purchaser shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 51.

The limitation of the Supplier's liability in the first paragraph of this clause shall not apply where the Supplier has been guilty of Gross Negligence.

FORCE MAJEURE

46. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by force majeure, meaning any of the following circumstances: industrial disputes and any circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and import or export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this clause.

A circumstance referred to in this clause whether occurring prior to or after the formation of the Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

47. The party claiming to be affected by force majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

If force majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for costs which the Supplier incurs in storing, securing and protecting the Product and avoiding unreasonable interference with his other activities.

48. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 46 for more than six months.

ANTICIPATED NON-PERFORMANCE

49. Each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof in Writing.

CONSEQUENTIAL LOSSES

50. Save as otherwise stated in these General Conditions or in case of Gross Negligence there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts and for any other consequential or indirect loss whatsoever, whether the loss was foreseeable or not.

50 b. Supplier's maximum liability for each PSA system shall be limited to 100% (hundred percent) of the value of each system as purchased under this Contract. Notwithstanding anything else stated to the contrary in this document, Supplier's total aggregate liability under this Contract shall be limited by 100% (hundred percent) of the total order value.

DISPUTES AND APPLICABLE LAW

51. This Contract, including disputes regarding its existence or validity and disputes concerning this arbitration Clause and the arbitration procedure, is governed by Danish law, irrespective of any conflict-of-laws rules which might refer the dispute to the laws of another jurisdiction.

52. Any dispute arising out of or in connection with this Contract, including disputes regarding its existence or validity and disputes regarding this arbitration Clause and the arbitration procedure, must be decided by arbitration before the Danish Institute of Arbitration by a single arbitrator appointed by the Danish Institute of Arbitration. The arbitration language is English.

53. Notwithstanding the foregoing the Parties are entitled to seek any interim measures and/or provisional remedy either through (i) an emergency arbitrator appointed pursuant to the rules of procedure adopted by the Danish Institute of Arbitration, (ii) the ordinary Danish courts in accordance with the Danish Administration of Justice Act or (iii) any foreign courts pursuant to similar provisions available under foreign legislation. Purchaser agrees in advance not to demand security in connection with any interim measures or provisional remedy

CONFIDENTIALITY

54.1 Unless otherwise agreed in writing between Purchaser and Supplier, Purchaser shall not use Supplier's proprietary Products supplied under this Contract, and any future improvements thereof made or acquired by Supplier and communicated to Purchaser, for any other purposes than those pertaining to exercising the operation of the Products.

54.2 Purchaser shall hold in confidence and not disclose to any third party any part of Supplier's Technical Information supplied to Purchaser, directly or indirectly, in writing or otherwise, subject to the exceptions specified in sub-clauses 54.3, 54.6, 54.7 and 54.8 of this Contract.

54.3 Purchaser's obligations under sub-clauses 54.1 and 54.2 of this Contract shall not apply to such parts of Supplier's Technical Information, which:

- a) at the time of the disclosure by Supplier to Purchaser are in the public domain, or which later on become parts of the public domain through no fault of Purchaser,
- b) Purchaser can show were in its possession prior to the disclosure by Supplier to Purchaser and were not previously obtained by Purchaser, directly or indirectly, from Supplier, or
- c) Purchaser can show were obtained from a third party who did not obtain such information, directly or indirectly, from Supplier.

54.4 It is understood that specific Supplier's Confidential Information disclosed to Purchaser shall not be deemed to be within any of the three exceptions, (a), (b), and (c) of sub-clause 54.3 of this Contract, merely because it is embraced by more general information within any one or more of these exceptions. Furthermore, any combination of features shall not be deemed to be within these exceptions, unless the combination itself is within any one or more of these exceptions.

54.5 Purchaser shall ensure that its executives and employees who will have access to Supplier's Confidential Information shall be under obligation to abide by the confidentiality obligations imposed on Purchaser pursuant to this clause 49.

54.6 Purchaser may disclose the necessary part of Supplier's Confidential Information to 3rd parties (including end-user) for the purpose of performing services, operation and maintenance of the Product and site of installation provided that any such 3rd parties have signed a confidentiality agreement directly with Supplier prior to such.

54.7 To the extent necessary for obtaining prices or quotations for services, materials, and equipment for the plant project, Purchase may disclose to suppliers of such services and to vendors or manufacturers of such materials or equipment portions of Supplier's Confidential Information,

provided that suppliers, vendors, or manufacturers (which must not be a competitor to Supplier) who receive confidential technical documentation and information such as P&IDs, drawings and specifications of equipment of Supplier's design, operating manual and other information describing Supplier's Proprietary design, Product process or a major part of the technical design and control philosophy, provided that such 3rd parties have first signed a confidentiality agreement directly with Supplier prior any disclosure.

54.8 The Parties' obligations under this clause 49 shall continue after expiration pursuant to clause 50 of this Contract, after termination, if any, pursuant to clauses 15, 18, 21 and 37 of this Contract, and after assignment, if any, by Purchaser pursuant to sub-clause 55 of this Contract.

SANCTIONS

55. The Purchaser represent that neither the Purchaser nor the End-User and/or any of its Subsidiaries, parents or other group companies (collectively, the "Entity") or any director, officer, employee, agent, affiliate, operator of the plant or representative of the Entity, is a government, individual, or entity (in this clause 55, "person") that is, or is owner (partly or entirely) or controlled by a Person that is:

a) subject of any actions administered or enforced by the U.S> Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Ministry of Foreign Affairs of Denmark, Ministry of Foreign and European Affairs of the Slovak Republic, or other relevant sanctions authority (collectively, "sanctions"); nor

b) located, organized or resident in a country or territory that is subject of Sanctions

56. The Entity represents and covenants that it will not, directly or indirectly, use the supplies under this agreement or otherwise make available such supplies (including engineering documents) to any subsidiary, joint venture partner or other Person:

- to fund or facility any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions: and/or

- in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, inventor or otherwise)

57. Supplier's delivery obligations under this Contract shall cease immediately, should any type of Sanctions or restrictions in transactions (including by limited to financial) issued by any applicable authorities, cf. clause 55 a), which may apply towards Supplier related to the supplies under this Contract

58. Notwithstanding anything stated to the contrary in this Contract, Supplier shall not be liable or responsible for any loss, damage, delays, costs, charges and/or expenses for Purchaser or any third parties arising out of or in relation to the occurrence of such an event. Including but not limited to non-delivery pursuant to clause 57

59. The Purchaser certifies that the items ordered, or any intellectual property rights, know-how or trade secrets related to them, will not be sold or transferred to restricted regions (Iran, North Korea, Syria, Russia, Belarus, Crimea, or contested regions of Ukraine or Russia), nor for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nor to any other purpose prohibited by applicable law. The Purchaser will not take any action that violates Sanctions and will inform Supplier immediately of any suspected violations. For the avoidance of doubt, this clause does not provide the Purchaser any right related to any intellectual property rights, know-how or trade secrets.

MISCELLANEOUS

60. Neither Party may assign this Contract without the prior consent of the other Party In Writing, except to a purchaser of substantially all of its assets, or the entire part thereof related to the field of this Contract, or to a successor by merger or consolidation, provided that in case of assignment by Purchaser, the assignee – which cannot be a competitor to Supplier - shall be approved by Supplier, which approval shall not be unreasonably withheld. No assignment of this Contract shall be valid until and unless all provisions of this Contract have been assumed In Writing by the assignee and the non-assigning Party has been duly notified of the assignment. When duly assigned in accordance with the foregoing, this Contract shall be binding upon and shall inure to the benefit of the assignee. No assignment by Purchaser of this Contract shall relieve Purchaser of its obligations under clause 49 (Confidentiality) of this Contract.

62. This Contract shall expire 2 (two) years from Effective Date unless terminated before as stipulated in clauses 15, 18, 21 and 37 to this Contract.

Notwithstanding the above, the Clauses 51.-55. (Law and Venue) and Clauses 54 (Confidentiality) shall survive any termination or expiry.

63. In case of discrepancies between the original Orgalim S 2022 GENERAL CONDITIONS for the SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS and the General Conditions as amended by OXYMAT A/S, August 2025, the additions as amended by OXYMAT A/S shall always prevail. Notwithstanding anything stated to the contrary in any other documents forming part of the Contract, the General Conditions as amended by OXYMAT A/S, August 2025, shall

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always prevail – also in cases where Purchaser has been referring to its own set of general terms and conditions.

65. Any supervision services related to the supply of Products shall be offered under separate conditions (Orgalim S 2022 S as amended by OXYMAT).

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Supplementary Conditions

SUPPLEMENTARY CONDITIONS FOR THE SUPERVISION OF
INSTALLATION AND COMMISSIONING OF MECHANICAL,
ELECTRICAL AND ELECTRONIC PRODUCTS

Brussels, December 2022, as amended by OXYMAT Group,
August 2025 ("Supplementary Conditions")

PREAMBLE

1. These Supplementary Conditions shall apply when a product has been delivered under the Orgalim S 2022 General Conditions and the parties agree to the applicability of these Supplementary Conditions. In case of any contradictions with the S 2022 General Conditions, these Supplementary Conditions shall prevail for the supervision work and, if provided for in the Contract, for the commissioning work.

THE SUPPLIER'S OBLIGATIONS

2. The Supplier shall at the agreed time provide the services of one or more competent supervisors, who shall: a) give to the Purchaser or his site representative mentioned in Clause 11.1 of these Supplementary Conditions the necessary instructions for the installation of the Product by the Purchaser and, where appropriate, for its commissioning by the Purchaser, and b) supervise the manner in which the Supplier's instructions are carried out. The number and qualifications of the Supplier's personnel and the estimated duration of installation shall be agreed separately. The Supplier shall in good time before installation and, where appropriate, commissioning work is started, inform the Purchaser of any special risks which the execution of the installation and commissioning work may entail.

3. The Supplier shall in good time provide drawings showing the manner in which the Product is to be installed, together with all information required for preparing suitable foundations, for providing access for the Product and any necessary equipment to the installation site and for making all necessary connections to the Product.

LOCAL LAWS, REGULATIONS AND RULES

4. The Purchaser shall in due time provide the Supplier with such information concerning local laws, regulations and rules as is necessary for the proper execution of the Supplier's obligations. The Supplier shall ensure that his personnel complies with these laws, regulations and rules.

THE PURCHASER'S OBLIGATIONS

5. The Purchaser shall in good time undertake preparatory work to ensure that the conditions necessary for installation of the Product and for the correct operation of the Product are fulfilled. This shall not apply to preparatory work which according to the Contract shall be performed by the Supplier.

6. The preparatory work referred to in Clause 5 shall be carried out by the Purchaser in accordance with the drawings and information provided by the Supplier under Clause 3. If the Purchaser is responsible for transporting the Product to the installation site, he shall ensure that the Product is on such site before the agreed date for starting the installation and supervision work.

7. The Purchaser shall ensure that the following conditions are satisfied:

a) He shall be ready to commence installation and/or commissioning work and shall ensure that the work, including supervision work, can be performed in an efficient manner.

b) The Supplier's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours, unless otherwise agreed In Writing.

c) He has, in good time before installation is started, informed the Supplier In Writing of all relevant safety regulations in force at the installation site and to be observed by the Supplier's personnel.

d) The supervision shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before supervision is started and shall be maintained during the time of supervision.

e) The Supplier's personnel shall be able to obtain appropriate board and lodging near the installation site and shall have access to internationally acceptable hygiene facilities and medical services.

f) He shall make available to the Supplier free of charge necessary storage facilities, providing protection against theft and deterioration of the personal effects of the Supplier's personnel

g) He shall make available to the Supplier free of charge sufficient offices on the installation site, equipped with access to the Internet.

h) He shall free of charge give all necessary assistance to ensure that the Supplier's personnel obtain in good time visas and any official entry, exit or work permits and (if necessary) tax certificates required in the Purchaser's country, as well as access to the installation site.

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7.b The Purchaser shall give the Supplier at least one month's notice of the date at which the site will be ready for the installation work and the commencement of supervision.

SUPERVISION PAID FOR ON A TIME BASIS

8. Where the parties have agreed that supervision shall be paid for on a time basis, the following shall apply:

8.1 The rates to be paid by the Purchaser are those specified in the Contract. These rates shall be paid from the date of departure from the Supplier's premises until the date of return, including non-working time.

8.2 Payment shall be made against monthly invoices concerning the supervision carried out. Payment shall be made within 30 days from the date of the invoice.

8.3 The following items shall be separately charged:

a) all reasonable travelling expenses incurred by the Supplier in respect of his personnel and the transport of their equipment and personal effects in accordance with the specified method and class of travel specified in the Contract;

b) cost of board and lodging and other living expenses, including any appropriate allowances, of the Supplier's personnel for each day's absence from their homes, including non-working days and holidays. The daily allowances shall be payable even during incapacity caused by sickness or accident;

c) overtime and work on locally recognized days of rest and local public holidays and outside normal working hours, which shall be charged at special rates. The rates shall be as agreed in the Contract, or, failing agreement, as normally charged by the Supplier;

d) time necessarily spent on: - preparation and formalities incidental to the outward and homeward journeys of the Supplier's personnel; - the outward and homeward journeys and other journeys to which the personnel are entitled in accordance with current law, regulations or collective agreements in the Supplier's country; - daily travel between lodgings and the installation site if it exceeds half an hour each way;

e) any costs incurred by the Supplier in accordance with the Contract, in connection with the provision of equipment by him;

f) any taxes or dues levied on the invoice and payable by the Supplier or his personnel in the country where supervision takes place;

g) any costs not covered by a) - f), which could not reasonably be foreseen by the Supplier at the time of

formation of the Contract and are caused by a circumstance which is not attributable to the Supplier.

SUPERVISION PAID FOR BY A LUMP SUM

9. Where the parties have agreed that the supervision shall be paid for on the basis of a lump sum and the lump sum is not included in the price for the Product, the payment shall be made against invoices of 10% at the signature of the Contract, 30% at the time of commencement of supervision and the remaining part of the lump sum when the supervision has been finished.

10. The agreed lump sum price shall be deemed to include all the items mentioned in Clause 8.3. a) to e). If the supervision is delayed or suspended due to a cause which is attributable to the Purchaser or any contractor other than the Supplier, the Purchaser shall compensate the Supplier for any resulting additional costs, including but not limited to:

a) costs and extra work resulting from the delay;

b) waiting time and time spent on extra journeys to and from the installation site;

c) additional costs, including costs as a result of the Supplier having to keep his equipment at the installation site for a longer time than expected;

d) additional costs for journeys and board and lodging for the Supplier's personnel;

e) additional financing costs and costs of insurances;

f) other documented costs incurred by the Supplier as a result of changes in the supervision programme;

g) any costs not covered by a) – f), which could not reasonably be foreseen by the Supplier at the time of formation of the Contract and are caused by a circumstance which is not attributable to the Supplier.

If these costs are time-related, they shall be charged at the rates as agreed in the Contract or, failing agreement, as normally charged by the Supplier.

SITE REPRESENTATIVES AND SITE REGISTER

11. 1. Each of the parties shall by notice In Writing appoint a representative to act on his behalf during the supervision. Such notice of appointment shall be made in due time before installation and supervision work is started. Unless otherwise specified in the Contract, they shall be authorised to act on behalf of their respective party in all matters concerning the installation work and the supervision. Wherever these Supplementary Conditions stipulate that notice In Writing shall be given, the representative shall be authorised to receive such notice on behalf of the party he represents.

11. 2. The Supplier shall keep a site register in which he shall note all installation and supervision work carried out and problems encountered, including any breach of safety regulations. This site register shall be updated and signed daily by the representatives of the parties.

WORK NOT COVERED BY THE CONTRACT

12. The Purchaser shall not be entitled to use the Supplier's personnel to perform any work not covered by the Contract without the previous consent In Writing of the Supplier.

SUSPENSION OF SUPERVISION

13. The Supplier shall be entitled without prior notice to suspend the supervision and withdraw his personnel, if an invoice is not paid at the due date.

14. If the installation work is suspended for a cause for which the Supplier is not responsible:

a) the Purchaser shall be entitled to send home the Supplier's personnel, provided he pays the expenses resulting therefrom;

b) the Supplier shall be entitled to recall his personnel at the expense of the Purchaser if the suspension of installation work exceeds a period of two weeks.

If the Supplier's personnel is sent home or recalled under this clause, the Contract is not terminated and its performance is merely suspended until the Purchaser has required the return of the Supplier's personnel to the installation site by giving at least one month's notice In Writing or such period as may be agreed.

If the suspension of the installation work lasts longer than three months, the Supplier shall be entitled to terminate the supervision Contract. The Supplier shall in such case be entitled to compensation. In case of supervision paid for on a time basis, he shall be entitled to payment of time worked and costs incurred and to payment of the amount of 25 per cent, or such other percentage the parties may have agreed upon, of the time to be spent if installation and supervision would have been completed as scheduled. In case of supervision on a lump sum basis, he shall be entitled to payment of the part of the lump sum which has not been paid yet, minus costs saved due to the termination.

SUPPLIER'S LIABILITY

15. The Supplier shall be liable for any damage to the Product and to the property of the Purchaser caused by the Supplier's negligence during the supervision and for any defects in the installation work resulting from the Supplier's failure to adequately perform his obligations under Clause 2. The

maximum liability of the Supplier shall however be limited to the invoiced price or the price to be invoiced for the supervision work. The Supplier shall in case of any extra installation work resulting from the Supplier's negligence or failure be obliged to perform any related supervision work at no charge.

16. Save as otherwise stated in these Supplementary Conditions, there shall be no liability of the Supplier towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

17. Notwithstanding anything stated above, the maximum aggregate liability under this Contract for supervision services shall be limited to 100% (hundred percent) of the Contract price for such services.

MISCELLANEOUS

20. In case Supplier, at its sole discretion, decides that the site of supervision services is unsafe, including but not limited to the Force Majeure reasons above, Supplier reserves the right to withdraw its supervisor(s) and be entitled not to dispatch Supplier's supervisors to the site of the supervision of installation of the Product or to the Country of Purchaser. In such case, Supplier shall do its utmost to assist Purchaser and perform supervision to Purchaser on remote basis for the agreed supervision work. Notwithstanding anything else stated to the contrary in this Contract, Supplier shall have no liability for any such cancellation.

21. In case of discrepancies between the original Orgalim S 2022 S SUPPLEMENTARY CONDITIONS FOR THE SUPERVISION OF INSTALLATION AND COMMISSIONING OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS DELIVERED UNDER ORGALIME S 2022 and the Supplementary Conditions as amended by OXYMAT A/S, August 2025, the additions as amended by OXYMAT A/S shall always prevail. Notwithstanding anything stated to the contrary in any other documents forming part of the Contract, the Supplementary Conditions as amended by OXYMAT A/S, August 2025, shall always prevail – also in cases where Purchaser has been referring to its own set of general terms and conditions.

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General conditions for the repair and service of mechanical, electrical and electronic equipment

Brussels, October 2017, as amended by OXYMAT Group, August 2025 ("General conditions for the repair and service of mechanical, electrical and electronic equipment")

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

— **"Contract"**: the agreement In Writing between the parties concerning repair work to be performed by the Contractor, and all appendices, including agreed amendments and additions In Writing to the said documents;

— **"Equipment"**: the specific object (objects), which is (are) subject to repair work under the Contract;

— **"Gross Negligence"**: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;

— **"In Writing"**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties.

SCOPE OF THE REPAIR WORK

3. Repair work shall be undertaken with proper skill and care in order to remedy any functional defects which have arisen in the Equipment. It shall be commenced without undue delay or within the time agreed by the parties. Unless otherwise agreed In Writing the repair work shall include:

- fault tracing;
- remedial work;
- provision and replacement of spare parts;
- functional check;
- assistance at testing.

PRICE ESTIMATION. PAYMENT IN CASE OF NON-COMPLETION

4.1. Unless otherwise agreed the Contractor shall, in case of repair work on a time and cost basis, provide the Customer with a price estimate after fault tracing, but before undertaking any remedial or other work. The price estimate shall not be binding, but the Contractor shall inform the Customer without undue delay if it becomes apparent that the final price will exceed the estimate by more than 10 percent.

4.2. If the Customer at any stage chooses not to proceed or if the repair work is not carried out or completed due to any other reason than negligence of the Contractor, the Customer shall pay the Contractor for the work he has performed and still has to perform for winding up the repair work at the Contractor's current rates, including fault tracing, making the price estimate and any documented costs incurred in performing the work.

4.3. If a lump sum has been agreed upon and if the Customer chooses not to proceed or if the repair work is not completed due to any other reason than negligence of the Contractor, the Contractor shall receive the lump sum, after deduction of costs which have not been incurred by the Contractor.

4.4. If the parties have agreed that the Contractor shall carry out the work for a lump sum and the Contractor, due to circumstances attributable to him, is not able to complete the work, then the Customer shall only be obliged to pay to the extent that he benefits from the Contractor's work.

USE OF SPARE PARTS

5. Unless otherwise agreed, the Contractor shall only use parts of the original brand or parts of equivalent quality when carrying out the repair work.

PREPARATORY WORK AND WORKING CONDITIONS

6. If the repair work is to be carried out at the premises of the Customer, the Customer shall ensure that:

- a) the Contractor's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Customer has been given notice In Writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by the Contractor;
- b) he has in good time before the agreed date for starting the repair work informed the Contractor In Writing of all relevant safety regulations in force at his premises. Repair work shall not be carried out in unhealthy or dangerous

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surroundings. All the necessary safety and precautionary measures shall have been taken before the repair work is carried out and shall be maintained.

The Contractor shall inform the Customer of any special hazards that the repair work may entail;

— c) the Contractor's personnel are able to obtain suitable and convenient board and lodging in the neighborhood of the Customer's premises and have access to internationally acceptable hygiene facilities and medical services;

— d) he has made available to the Contractor free of charge at the proper time at his premises all necessary cranes, lifting equipment and equipment for transport at the premises, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Customer. The Contractor shall specify In Writing his requirements concerning such cranes, lifting equipment, equipment for transport on the Customer's premises and measuring and testing instruments in good time before the agreed date for starting the repair work;

— e) he has made available to the Contractor free of charge sufficient offices at his premises, equipped with telephone and access to the Internet;

— f) he has made available to the Contractor free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the repair work and the personal effects of the Contractor's personnel;

— g) the access routes to the place where the repair work is to be carried out are suitable for the required transport of the Contractor's equipment.

7. If the Contractor so requires, the Customer shall give all necessary assistance for the import and re-export of the Contractor's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

8. The Customer shall give all necessary assistance to ensure that the Contractor's personnel obtain, in good time, visas and any official entry, exit or work permits and, if necessary, tax certificates in the Customer's country, as well as access to the premises. The assistance as such shall be provided free of charge.

TRANSPORT OF EQUIPMENT AND RISK OF LOSS AND DAMAGE TO EQUIPMENT WHERE REPAIR IS CARRIED OUT ELSEWHERE THAN AT CUSTOMER'S PREMISES

9. The risk of loss or damage to Equipment while outside the Customer's premises for the purpose of repair shall be borne

by the Customer, unless such loss or damage is due to negligence of the Contractor.

10. If not otherwise agreed, the Contractor shall arrange for the transport of the Equipment from and to the Customer's premises. The Contractor shall give appropriate notice In Writing to the Customer about the time and means of transport of the Equipment concerned from and to the Customer's premises.

11. Where the Customer is in delay in taking delivery of the repaired Equipment, the Contractor shall arrange for suitable storage at the Customer's risk and expense.

TECHNICAL DOCUMENTATION

12. The Customer shall in good time provide current technical documentation (e.g. drawings, descriptions, charts and instructions) in his possession, which is relevant for carrying out the agreed repair work. The Contractor may not use such documentation for any other purpose than to fulfil the Contract.

CUSTOMER'S DELAY

13. The Customer shall immediately notify the Contractor if he cannot let the Contractor carry out the repair work at the agreed time. Any agreed time for completion of the repair work shall then be extended as necessary having regard to all relevant circumstances.

Regardless of the cause for such delay the Customer shall reimburse the Contractor for any additional costs that the latter incurs due to the delay.

TESTING AFTER REPAIR WORK

14. When the Contractor has completed the repair work he shall notify the Customer thereof In Writing. The Contractor shall thereafter assist the Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the repair work has been successfully completed.

CONTRACTOR'S DELAY

15. If the Contractor, due to a lack of proper skill and care or otherwise due to negligence, fails to start or complete the repair work at the agreed time, the Customer may by notice In Writing to the Contractor fix a final reasonable period for starting or completing the repair work, which period shall not be less than one week.

If the Contractor fails to start or complete repair work within

such final period, the Customer may himself undertake or employ a third party to undertake necessary repair work.

Where successful repair work has been undertaken by the Customer or a third party pursuant to the previous paragraph of this Clause 15, the Customer shall be entitled to compensation by the Contractor of the reasonable costs of such successful repair work.

Where repair work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer shall then be entitled to compensation of the reasonable costs of the repair work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer pursuant to the second paragraph of this Clause 15, and in addition to reimbursement of any remuneration which was already paid by the Customer to the Contractor pursuant to Clauses 16-18.

Compensation of costs of repair work and reimbursement of the remuneration, as stated in the previous paragraphs, shall be the sole remedies available to the Customer in case of a failure of the Contractor to start or complete repair work at the agreed time, as referred to in the first paragraph.

REMUNERATION FOR THE REPAIR WORK

16. Unless otherwise agreed the repair work carried out by the Contractor shall be paid on a time and cost basis. The Contractor's invoice for the repair work shall specify the following items separately:

- working time;
- time and costs of travel, board and lodging;
- transport costs;
- costs of spare parts;
- costs of other material which has been used;
- waiting time, overtime and additional costs caused by the Customer;
- other costs, if any.

17. When repair work is to be carried out for a lump sum, the agreed price shall be deemed to include all the items mentioned in Clause 3. If the repair work is however delayed due to a cause not attributable to the Contractor, the Customer shall compensate the Contractor for:

- waiting time and time spent on extra journeys;
- costs and extra work resulting from the delay, including removing, securing and setting up the Equipment and repair equipment;
- additional costs as a result of the Contractor having to keep

his repair equipment at the Customer's premises longer than expected;

- additional costs for journeys and board and lodging for the Contractor's personnel;
- additional financing costs and costs of insurance;
- other documented costs incurred by the Contractor as a result of changes in the repair program.

18. The charges for each item shall be in accordance with the rates and price lists currently applied by the Contractor.

The specified amount shall be exclusive of any value added taxes and any other taxes, duties and dues levied on the invoice.

PAYMENT

19. All payments under the Contract shall be made against invoice within 30 days after the date of the invoice, except for certain clients where prepayment is required. In such cases, prepayment terms will be specified in the individual agreements or purchase orders.

LATE PAYMENT

20. If the Customer fails to pay at the due date, the Contractor shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

The Contractor may in addition, after having notified the Customer thereof, suspend his performance of the Contract until he receives payment, and, after completion of the repair work, retain the Equipment and other property of the Customer which may be in his possession, as far as allowed under the relevant law. The Customer shall in case of suspension compensate the Contractor for any additional costs incurred due to the suspension and resumption of the repair work.

LIABILITY FOR DEFECTS

21. The Contractor shall at his own cost remedy any defects in the repair work or in parts he has provided without undue delay after receipt of a notice under Clause 23 or after he himself discovered the defect.

LIABILITY PERIOD

22. Unless otherwise agreed, the Contractor shall be liable for the repair work for a period of six months after the work was completed.

The Contractor's liability for parts he has provided under the Contract shall only apply to defects which become apparent within twelve months after delivery to the Customer or – if the Contractor has installed the part(s) concerned during repair work – within six months after the work was completed.

NOTICE OF DEFECTS

23. The Customer shall without undue delay notify the Contractor In Writing of any defect which appears in the work performed or in the parts provided by the Contractor.

If the Customer fails to give notice of a defect without undue delay he shall lose his rights in respect of the defect, except where the defect is such that it should have been apparent to the Contractor.

CONTRACTOR'S FAILURE TO REMEDY DEFECTS

24. If the Contractor, due to a lack of proper skill and care, fails to fulfil his obligation under Clause 3 to remedy functional defects which have arisen in the Equipment or his obligation under Clause 21 to remedy defects in the repair work or in parts he has provided, the Customer may by notice In Writing to the Contractor fix a final reasonable period for completion of the Contractor's obligations, which period shall not be less than one week.

If the Contractor fails to fulfil his said obligations within such final period, the Customer may himself undertake or employ a third party to undertake necessary remedial work.

Where successful remedial work has been undertaken by the Customer or a third party pursuant to the previous paragraph of this Clause 24, the Customer shall be entitled to compensation by the Contractor of the reasonable costs of such successful remedial work.

Where remedial work as stipulated under the previous paragraphs is not successful, the Customer may terminate the Contract by notice In Writing to the Contractor. The Customer shall then be entitled to compensation of the reasonable costs of the remedial work which was unsuccessfully undertaken by the Customer himself or by a third party employed by the Customer pursuant to the second paragraph of this Clause 24, and in addition to reimbursement of any remuneration which was already paid by the Customer to the Contractor pursuant to Clauses 16-18.

Compensation of costs of remedial work and reimbursement of the remuneration, as stated in the previous paragraphs, shall be the sole remedies available to the Customer in case of a failure of the Contractor to remedy defects referred to in the first paragraph.

MEASURES TO PREVENT DAMAGE

25. If defects in the Contractor's work or parts provided by him may cause damage to the Customer's property, including the Equipment, the Customer shall immediately inform the Contractor In Writing. The Customer shall bear the risk of damage to his property resulting from his failure so to notify. The Customer shall take reasonable measures to minimise damage and shall in that respect comply with instructions of the Contractor. The Contractor shall compensate the Customer for the necessary costs for such measures to the extent that the Contractor would have been liable for the damage.

LIABILITY FOR DAMAGE TO CUSTOMER'S PROPERTY

26. The Contractor shall be liable for damage to the Customer's property, including the Equipment, caused by the Contractor's negligence in connection with the repair work under the Contract. The Contractor's liability shall, unless otherwise agreed, for each occurrence be limited to 75 000 EUR.

LIMITATION OF LIABILITY

27. The Contractor's liability under these General Conditions does not cover defects or damage due to circumstances which are not attributable to the Contractor, such as incorrect use of the Equipment, incorrect daily care by the Customer, faulty maintenance by the Customer or incorrect measures under Clause 25. Nor shall the Contractor be liable for normal wear and tear.

Except as explicitly stated otherwise in these General Conditions, the Contractor shall have no liability for defective work, defective parts provided under the Contract or otherwise for his negligence. This applies to any loss which may be caused in connection therewith, such as loss of production, loss of profit, loss of use, loss of contracts and any other consequential or indirect loss whatsoever. This limitation of the Contractor's liability shall not apply if he has been guilty of Gross Negligence.

If the Contractor incurs liability towards any third party for damage to property arising in connection with the repair work, the Customer shall indemnify, defend and hold the Contractor harmless to the same extent as the Contractor's

liability towards the Customer is limited under these General Conditions.

If a claim for loss or damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Contractor and the Customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Equipment and arising in connection with the repair work. The liability between the Contractor and the Customer shall however be settled in accordance with Clause 33.

FORCE MAJEURE

28. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorists' acts and defects or delays in deliveries or work by subcontractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

29. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

30. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 28 for more than three months.

ASSIGNMENT. SUBCONTRACTING

31. Neither party may assign the Contract to a third party without the prior written consent of the other party. However, the Contractor may assign or subcontract specific services under the Contract to service partners or other

Affiliates of the Contractor, provided that the Customer is notified in writing and informed of the identity of any subcontractor engaged to perform repair work.

CONSEQUENTIAL LOSSES

32. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

DISPUTES. APPLICABLE LAW

33. This Contract, including disputes regarding its existence or validity and disputes concerning this arbitration Clause and the arbitration procedure, is governed by Danish law, irrespective of any conflict-of-laws rules which might refer the dispute to the laws of another jurisdiction.

34. Any dispute arising out of or in connection with this Contract, including disputes regarding its existence or validity and disputes regarding this arbitration Clause and the arbitration procedure, must be decided by arbitration before the Danish Institute of Arbitration by a single arbitrator appointed by the Danish Institute of Arbitration. The arbitration language is English.

35. Notwithstanding the foregoing the Parties are entitled to seek any interim measures and/or provisional remedy either through (i) an emergency arbitrator appointed pursuant to the rules of procedure adopted by the Danish Institute of Arbitration, (ii) the ordinary Danish courts in accordance with the Danish Administration of Justice Act or (iii) any foreign courts pursuant to similar provisions available under foreign legislation. Purchaser agrees in advance not to demand security in connection with any interim measures or provisional remedy

MISCELLANEOUS

36. In case of discrepancies between the original Orgalim R 17 General conditions for the repair of mechanical, electrical and electronic equipment and the General conditions for the repair and service of mechanical, electrical and electronic equipment as amended by OXYMAT A/S, August 2025, the additions as amended by OXYMAT A/S shall always prevail. Notwithstanding anything stated to the contrary in any other documents forming part of the Contract, the General conditions for the repair and service of mechanical, electrical and electronic equipment as amended by OXYMAT A/S, August 2025, shall always prevail – also in cases where Purchaser has been referring to its own set of general terms and conditions.

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