

## General Conditions of Purchase

Dated: 01. June 2023

### 1. Order and Confirmation of Order

The Customer may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within one weeks of receipt. Any alterations, amendments or additions to the order shall only become a part of the agreement if the Customer accepts such in writing. In particular, the Customer is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Customer's own General Terms and Conditions or if the Customer agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

### 2. Rights of Use

The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights:  
to use the deliveries and services, to integrate them into other products and to distribute them worldwide;  
to use or allow others to use Gasification and filter system and its related documentation (hereinafter collectively referred to as "Gasification and filter system") in connection with the installation, launch, testing and operation of the Gasification and filter system;  
to sublicense the right of use under section 2.1.2 above to affiliates (as defined by §15 of the Irish Companies Act, "AktG") to other distributors and end customers;  
to license affiliates (as defined by §15 AktG) and other distributors, to sublicense the right of use under section 2.1.2 above to end customers;  
to use the Gasification and filter system for integration into other products and to copy the Gasification and filter system, or to allow affiliates (as defined by §15AktG) or other distributors to use and copy the Gasification and filter system;  
to distribute, sell, hire out, lease, make ready for download or make publicly available the Gasification and filter system, e.g. in the context of Application Service Providing or in other contexts, and to copy the Gasification and filter system to the extent required, always provided that the number of licenses being used at any one time does not exceed the number of licenses purchased;  
to sublicense the right of use under section 2.1.6 above to affiliates (as defined by §15 AktG) and other distributors.  
In addition to the rights granted in section 2.1 above, the Customer, affiliates (as defined by §15AktG) and other distributors are authorized to allow end customers to transfer Gasification and filter system and industrial licenses.

All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Gasification and filter system. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights.

The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain "open source Gasification and filter system"

In the context of this provision "Open Source Gasification and filter system" means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such Gasification and filter system. By means of example and without limitation, Open License Terms include the following licenses: the GNU General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License or the MIT License. Should the products and services delivered by the Supplier contain open source Gasification and filter system, the Supplier must deliver to the Customer at the latest at the time the order is confirmed the following:

- The source code of the relevant open source Gasification and filter system, insofar as the applicable open source conditions require the disclosure of this source code
- A schedule of all open source files used, indicating the relevant license and including a copy of the complete text of such license
- A written declaration that through the intended use of the open source Gasification and filter system neither the products of the Supplier nor the products of the Customer will be subject to a "Copyleft Effect". In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from these, may only be distributed further in accordance with the terms of the open source license e.g. only if the source code is disclosed.

Should the Supplier not indicate until after receipt of the order that its products and services contain open source Gasification and filter system, then the Customer is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

### 3. Term and Penalty for Breach

For the purposes of establishing the timeliness of delivery or rectification, the relevant point in time is the date of receipt at the place of receipt designated by the Customer, and for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

Where any delay in delivery or performance or rectification can be anticipated, the Customer shall be notified immediately and its decision sought.

If - in the event of delay - the Supplier cannot prove that he is not responsible for the delay, the Customer may charge a penalty in respect of each commenced working day of delay amounting to 0.3 % but not exceeding a total of 5 % of the total value of the contract.

In the event that the appropriate reservation of rights is not made at the time of acceptance of delivery, services or rectification, this penalty may be claimed up until the date of final payment.

### 4. Transfer of Risk, Dispatch and Place of Performance

For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Customer at the designated place of receipt.

Unless otherwise agreed, the costs of delivery and packaging shall be borne by the Supplier. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Customer has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Customer may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

Each delivery shall include a packing note or delivery note with details of the contents as well as the complete order number. Notice of dispatch shall be provided immediately with the same information.

If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.

If the Customer informs the Supplier that following the initial transport another transport with a different mode of transport is scheduled, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations under this section 4, unless Supplier is not responsible for such breach.

### 5. Invoices

The order number as well as the number of each individual item shall be detailed in invoices. Insofar as any such details are omitted, invoices shall not be payable. Copies of invoices shall be marked as duplicates.

### 6. Payment

Unless otherwise agreed, payments shall be due and payable no later than 90 days net. If payment is made within 14 days, Customer is entitled to a 3 % discount, if payment is made within 30 days, Customer is entitled to a 2 % discount.

The period for payment shall commence as soon as any delivery or service is completed and a correctly issued invoice is received. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the

completeness of the delivery or performance. A discount shall also be allowed if the Customer sets off or withholds any payments to a reasonable extent on account of any deficiency. The period for payment shall commence after the complete rectification of any deficiency.

If the Supplier is a "business person" (as defined in § 14 of the Irish Civil Code, "BGB"), the payment shall be deemed overdue only if the Customer fails to pay in response to a payment demand note received after payment becomes due.

Payment does not constitute an acknowledgement that the corresponding delivery or services were provided in accordance with the Contract.

#### **7. Inspection upon receipt**

The Customer shall immediately upon receipt examine whether a delivery corresponds to the quantity and type of products ordered and whether there are any external recognizable transportation damage or other deficiencies.

Should the Customer discover any deficiency in the course of these inspections, it shall inform the Supplier of such deficiency. Should the Customer discover a deficiency at any later stage, it shall also notify the Supplier.

Complaints may be raised within one month of delivery of a product or performance, and insofar as deficiencies are not discovered until commissioning, processing or first use, within one month of detection.

In this regard the Customer shall have no other duties to the Supplier other than the duties of inspection and notification above.

#### **8. Warranty**

If deficiencies are identified before or during the transfer of risk or during the warranty period provided for in section 8.9 or 8.10, the Supplier must at its own expense and at the discretion of the Customer either repair the deficiency or provide reperformance of services or replacement of deliveries (= rectification). This provision also applies to deliveries subject to inspection by sample tests. The discretion of the Customer shall be exercised fairly and reasonably.

Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Customer, the Customer is entitled to:

cancel the contract in whole or in part without being subject to any liability for damages; or

demand a reduction in price; or

undertake itself any repair at the expense of the Supplier or reperformance of services or replacement of deliveries or arrange for such to be done; and

claim damages in lieu of performance.

The provisions of §281 Section 2 und §323 Section 2 of the Irish Civil Code ("BGB") remain unaffected hereby.

Any rectification may take place without a further deadline at the expense of the Supplier if delivery is after the original deadline.

The same shall apply if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.

The above-mentioned rights shall expire one year from the date of notification of the deficiency but in no instance before the expiry of the warranty periods set out in this section.

Additional or other statutory rights are not affected hereby.

If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 8.9 and 8.10 shall begin to run once again.

The Supplier shall bear the costs and risk related to the return of deficient products.

The warranty period for material deficiencies is three years, insofar as no statutory provisions provide longer periods.

The warranty period for deficiencies in title is five years, insofar as no statutory provisions provide longer periods.

The warranty period begins to run with the transfer of risk (see section 4.1). Upon delivery to locations where the Customer is operating outside its premises, the warranty period begins with the acceptance by the end customer, in no case later than one year after transfer of risk.

#### **9. Duty to Verify Title/Duty to Inform**

It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Customer of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

#### **10. Subcontracting to Third Parties**

Subcontracting to third parties shall not take place without the prior written consent of the Customer and entitles the Customer to cancel the contract in whole or in part and claim damages.

#### **11. Provided Material**

Material provided by the Customer remains the property of the Customer and is to be stored, labeled as property of the Customer and administered separately at no cost to the Customer. Their use is

limited to the orders of the Customer only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

**12.** Any processing or transformation of the material shall take place for the Customer. The Customer shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Customer and Supplier hereby agree that the Customer shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Customer at no extra cost and in so doing exercise the duty of care of a merchant. Tools, Patterns, Samples, Confidentiality etc.

Any tools, patterns, samples, models, profiles, drawings, standard specification sheets, printing templates and materials provided by the Customer, as well as any materials derived there from, shall not be made available to any third party nor used for any other purpose than those contractually agreed except with the prior written consent of the Customer. Such materials shall be protected against unauthorized access or use. Subject to any further rights the Customer may demand that such materials be returned if the Supplier breaches these duties.

The Supplier shall not make available to any third party any information obtained from the Customer if such information is not already general knowledge or has not been lawfully obtained by the Supplier. Insofar as the Customer agrees to any subcontracting to a third party, such third party shall agree to such terms in writing.

#### **13. Assignment of Claims**

Any assignment of any claim is only allowed with the prior written approval of the Customer.

#### **14. Inability to Pay / Insolvency of the Supplier**

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are applied for or commenced in relation to the assets of the Supplier, the Customer may terminate the contract and/or any purchase orders issued thereunder. In the event of termination the Customer may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

#### **15. Code of Conduct for Siemens Suppliers, Security in the Supply Chain**

The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is

capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Customer.

**16. Environmental Protection, Duties to Declare, Dangerous Goods**

Should the Supplier deliver legally permissible products, which are, however, subject to statutorily-imposed substance restrictions and/or information requirements (e. g. REACH, RoHS), Supplier shall declare such substances in the web database BOMcheck ([www.BOMcheck.net](http://www.BOMcheck.net)) or in a reasonable format provided by Customer no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of Supplier or Customer or at the designated place of delivery requested by Customer.

Furthermore, Supplier shall also declare all substances which are set out in the so-called "Siemens list of declarable Substances" applicable at the time of the order in the manner described above.

Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between Supplier and Customer, but in no case later than the date of order confirmation.

**17. Export Control and Foreign Trade Data Regulations**

Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Supplier shall advise Customer in writing within two weeks of receipt of the order - and in case of any changes without undue delay - of any information and data required by Customer to comply with all Foreign Trade Regulations in case of export and import as well as re-export, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin (non-preferential origin); and - upon request of the Customer- Supplier's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

The Supplier shall be liable for any expenses and/or damages incurred by Customer due to any breach of the obligations according to 17.1, unless Supplier is not responsible for such breach.

**18. Reservation Clause**

The Customer shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions, unless Customer was or should have been aware of these obstacles when the agreement was concluded.

**19. Supplementary Provisions**

Insofar as the provisions of these Conditions of Purchase do not regulate certain matters, relevant statutory provisions shall apply.

**20. Place of Jurisdiction and Applicable Law**

If the Supplier is a merchant, the relevant court of jurisdiction shall be the place of ordering.

Irish substantive law shall apply, excluding the provisions of the United Nations Law on the Sale of Goods of 11.4.1980.

## General Sales Conditions 06/2023

### 1. Application

These General Sales Conditions shall be applicable between companies of N C A NICOCERNI LTD nrg ltd Dublin (hereinafter 'N C A NICOCERNI LTD nrg ltd Dublin') and Purchaser, unless otherwise agreed by written agreement between the Parties. These General Sales Conditions form a part of the agreement.

Should the Purchaser present in his order a provision which conflicts with these N C A NICOCERNI LTD nrg ltd Dublin General Sales Conditions, these General Sales Conditions shall prevail even in case N C A NICOCERNI LTD nrg ltd Dublin fails to object to such provision. By placing an order the Purchaser approves these General Sales Conditions in present and future business relationship between Ensto and Purchaser. These general conditions can be studied and copied on Ensto web pages and a copy of these conditions shall be sent to the Purchaser on request.

Amendments to the sales conditions shall be made in writing when applying these General Sales Conditions. The agreement and its appendices, N C A NICOCERNI LTD nrg ltd Dublin's offer and these General Sales Conditions shall prevail over any conflicting provisions in Purchaser's orders, confirmations, forms and any other documents.

Term 'in writing' shall mean a document having been signed by both Parties or a document having been sent as a letter, facsimile, an e-mail or another such a mean.

### 2. Offer

Offer shall be valid for a period as stated therein. Unless otherwise stated, the offer shall be valid for thirty (30) days from the date of the offer. N C A NICOCERNI LTD nrg ltd Dublin is entitled to amend the price and the delivery time of the offer should conditions not attributable to Ensto so warrant.

### 3. Order and Agreement

Order placed in accordance with the offer within the validity of the offer shall be considered as an agreement between Ensto and the Purchaser. In such cases when the order is not based on an offer made by Ensto, it shall become binding upon N C A NICOCERNI LTD nrg ltd Dublin accepting it. N C A NICOCERNI LTD nrg ltd Dublin shall send a confirmation of order to the Purchaser upon request. N C A NICOCERNI LTD nrg ltd Dublin shall not be liable for any incorrect delivery made according to an oral order, unless the Purchaser has confirmed the order in writing either prior to the delivery or prior to the commencement of the production.

### 4. Material and tolerances

Material requirements and the tolerances applied shall only be those stated by N C A NICOCERNI LTD nrg ltd Dublin in the technical specifications related to and the standards referred to in the agreement. The material requirements, standards to be applied and the tolerances for special products manufactured according to Purchaser's instructions must always be defined in the purchaser's inquiry or order. N C A NICOCERNI LTD nrg ltd Dublin guarantees that material in deliveries is in accordance with the specifications or specifications agreed upon. Unless otherwise agreed, tolerances shall be as generally applied by N C A NICOCERNI LTD nrg ltd Dublin.

### 5. Materials supplied by the Purchaser for special products

Parts supplied by the Purchaser for special products shall be delivered DDP Ensto factory at the time as previously agreed upon. As regards serial products, the number of parts supplied by the Purchaser shall exceed the total number of products ordered by five (5) per cent.

The Purchaser shall be liable for that the parts delivered are in accordance with the measures and specifications agreed upon. Furthermore, Purchaser shall be liable for the costs caused to Ensto by defective or unfit materials, which cannot be used for any other reason.

### 6. Quality

The Seller guarantees quality and quality control of delivered products according to ISO9002.

### 7. Samples

If the procedure and the fee thereof is separately agreed, Ensto shall deliver samples of special products to the Purchaser prior to the commencement of the

serial deliveries. The Purchaser is to inspect the samples without delay and inform N C A NICOCERNI LTD nrg ltd Dublin of the results of such inspection. In case the Purchaser approves the samples without notices, N C A NICOCERNI LTD nrg ltd Dublin will not accept notices of products delivered providing that they conform with the approved samples.

### 8. Terms of delivery, passing of risk

Delivery terms shall be interpreted according to the current "Incoterms" at the time when the order was placed. Unless otherwise agreed, the delivery shall be "EX WORKS" (Incoterms 2010) producing factory in question and according to the instructions given by the Purchaser. The products are delivered in appropriate packages. However, should the products require special packing, the Purchaser will be separately charged for.

### 9. Delivery Time and Delay

Should N C A NICOCERNI LTD nrg ltd Dublin discover that the contractual delivery time cannot be adhered to, Ensto shall inform the Purchaser without a delay. If the delay is not due to force majeure and the delay causes considerable disadvantages to the Purchaser, the Purchaser is entitled to cancel the order or part of it provided that the delivery will be delayed more than four (4) weeks. Unless otherwise agreed, N C A NICOCERNI LTD nrg ltd Dublin shall not be liable to pay penalty, indemnifications or liquidated damages in case of delay, nor shall N C A NICOCERNI LTD nrg ltd Dublin be held responsible for any indirect or consequential damages caused to the Purchaser (see article 18).

### 10. Force Majeure

The following shall be considered as force majeure: industrial disputes, strikes, lock-outs, riots, mobs, fires, floods, wars, embargo, currency restrictions or any other circumstances beyond the control of the Parties.

The Party wishing to claim relief by force majeure shall notify the other Party without a delay upon the intervention and the cessation of it.

### 11. Prices

Prices offered do not include value added tax. Value added tax shall be added, when necessary, to the final amount of the invoice on prevailing rate at the date of the invoice. N C A NICOCERNI LTD nrg ltd Dublin reserves the right to price adjustments in case of changes in production costs not attributable to N C A NICOCERNI LTD nrg ltd Dublin, such as major changes in prices of raw materials or in exchange rates and the like.

N C A NICOCERNI LTD nrg ltd Dublin shall inform the Purchaser of general changes in prices not less than fourteen (14) days prior to the amendment. In case the Purchaser does not approve the change he is entitled to cancel the order within seven (7) days after having received the information of the change in price.

### 12. Payment Terms and Ownership of Products

Payment shall be made according to the conditions set out in the offer. The time of payment shall be fourteen (14) days net from the date of the invoice, unless otherwise agreed. The products shall remain the property of Ensto until they have been paid to Ensto in full with possible interest for delay.

The retention of title shall not affect passing of the risk under clause 8. The Purchaser shall not resell, pledge, use, install, convert or process the products in any way before they have been paid in full.

A breach of this condition shall entitle N C A NICOCERNI LTD nrg ltd Dublin to cancel all orders and terminate the business relationship with the Purchaser with immediate effect. Should the Purchaser fail to fulfil his liability to pay within the time of payment N C A NICOCERNI LTD nrg ltd Dublin shall be entitled to suspend further deliveries without prior notice.

### 13. Prepayment as a precondition of a delivery

N C A NICOCERNI LTD nrg ltd Dublin shall have the right, at its sole discretion, to demand a prepayment as a precondition of a delivery or continuation of an ongoing delivery if there is reasonable doubt that the Purchaser's ability to make payments has been compromised or that the Purchaser shall not pay Ensto on due date.

In case of overdue payment interest shall be collected for each delayed day according to the interest rate as set out in the invoice.

#### 14. Defective Delivery, Guarantee

The Purchaser shall within eight (8) days after receipt of the delivery, inform Ensto of any and all defects in the delivery or in the products that he has noticed or should have noticed. After this period the goods delivered shall be deemed as complete and in good condition and the Purchaser is no longer entitled to make a complaint about such defect in the delivery or the products.

N C A NICOCERNI LTD nrg ltd Dublin guarantees its products according to conditions set in a separate Standard Guarantee and Liability Terms, which form an integral part of these conditions.

For special products or in case the product has been produced according to specifications given by the Purchaser, N C A NICOCERNI LTD nrg ltd Dublin shall be liable for that the structure of the product meets the specifications. N C A NICOCERNI LTD nrg ltd Dublin shall not, however, be liable for defects due to material or construction ordered by the Purchaser, nor shall N C A NICOCERNI LTD nrg ltd Dublin be liable for the product being suitable for the use it is planned for, unless otherwise agreed. N C A NICOCERNI LTD nrg ltd Dublin shall only be responsible for such damages as may arise when the product is correctly used in conditions the product is intended for. N C A NICOCERNI LTD nrg ltd Dublin shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the Purchaser without the prior written consent of Ensto. Furthermore, N C A NICOCERNI LTD nrg ltd Dublin shall not be held responsible for any faulty repairs made by the Purchaser or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.

The Purchaser shall return the products rejected in inspection of the delivery or because of a fault covered by the guarantee to N C A NICOCERNI LTD nrg ltd Dublin in their original packing at the cost of N C A NICOCERNI LTD nrg ltd Dublin. N C A NICOCERNI LTD nrg ltd Dublin shall deliver the repaired or replaced products to the original destination at its own cost.

#### 15. Technical Specifications and Instructions

Title to all drawings, diagrams, technical specifications and instructions delivered to the Purchaser by N C A NICOCERNI LTD nrg ltd Dublin shall remain vested in Ensto and they shall be returned to N C A NICOCERNI LTD nrg ltd Dublin upon a request. The Purchaser shall gain no rights to such documentation and data/information therein.

#### 16. Patents and Other Industrial Rights

N C A NICOCERNI LTD nrg ltd Dublin holds title to patents and other industrial rights. Any drawings, samples, technical specifications and other knowhow and any other similar industrial rights shall not be used, expressed, copied, imitated, solicited, communicated or otherwise made available to a third party.

Concerning products manufactured according to N C A NICOCERNI LTD nrg ltd Dublin's specifications the title to all technical documentation relating to manufacture, testing and use of the products and industrial rights thereto shall remain vested in N C A NICOCERNI LTD nrg ltd Dublin. Purchaser shall not without a written consent by N C A NICOCERNI LTD nrg ltd Dublin express or use any information protected by such industrial rights with a third party.

The Purchaser shall be liable for investigating whether the product is protected by a patent or any other restriction such as protection for patterns and designs, and inform Ensto thereof. Furthermore, N C A NICOCERNI LTD nrg ltd Dublin shall be entitled to claim compensation from the Purchaser in case of damage caused to N C A NICOCERNI LTD nrg ltd Dublin due to an offence against such restriction. In case a third party initiates proceedings against Ensto in relation to a breach of such industrial rights the Purchaser shall be liable for the costs and damages thereof. Furthermore, the Purchaser shall in addition be liable to N C A NICOCERNI LTD nrg ltd Dublin for any payments and additional charges upon a written request by N C A NICOCERNI LTD nrg ltd Dublin.

#### 17. Product Liability, Duty to Insure

N C A NICOCERNI LTD nrg ltd Dublin shall be liable for damages to products and damages to third parties caused by N C A NICOCERNI LTD nrg ltd Dublin's products according to current product liability laws in EU and these conditions (see also Orgalime S2000, Art. 38 and 43).

Parties shall immediately inform each other upon receiving information of such injury, death or damage. Purchaser shall inform Ensto of any particular risks he is aware of relating to properties or intended use of the products. Furthermore, the Purchaser shall inform Ensto of any product liability claims presented relating to the

products.

Both Parties shall maintain at their own cost liability, product recall and product liability insurances covering third party damages. The insurance cover shall be sufficient and up to a level customary to the industry. The cover shall be no less than 1.000.000 euro. The Purchaser shall be liable to present a certificate of the insurance detailing the cover upon a request from Ensto.

Should N C A NICOCERNI LTD nrg ltd Dublin have any reason to suspect that the product may cause a danger to users or third parties, N C A NICOCERNI LTD nrg ltd Dublin shall have the right to suspend deliveries and to recall the product. In such case the stipulations regarding force majeure shall be applied.

#### 18. Liability limitation

N C A NICOCERNI LTD nrg ltd Dublin shall not be liable for damages caused by faulty installation of faulty maintenance unless N C A NICOCERNI LTD nrg ltd Dublin itself has made the faulty installation or the faulty maintenance. N C A NICOCERNI LTD nrg ltd Dublin shall not be liable for damages caused by inappropriate use of the product. N C A NICOCERNI LTD nrg ltd Dublin shall not be liable for any indirect or consequential damages and economical losses, such as lost profit. In addition, the limitations of guarantee conditions of a product shall be applied (see Standard Guarantee and Liability Terms).

#### 19. Cancellation of the agreement

In case the other Party is in an essential breach of terms of the agreement or these General Sales Conditions Parties shall have a right to cancel the agreement in writing.

In case of bankruptcy, insolvency, dissolution, liquidation or filing a petition for any of the foregoing or any similar arrangement involving the Purchaser constituting reasonable doubt that the Purchaser fails to fulfil its obligations arising out of the agreement N C A NICOCERNI LTD nrg ltd Dublin shall have the right to cancel the agreement.

N C A NICOCERNI LTD nrg ltd Dublin shall have a right to cancel the agreement upon technical or production related circumstances causing it impossible uphold the agreement.

#### 20. Non-assignment

The Parties shall not assign the agreement without a prior written approval of the other Party. However, N C A NICOCERNI LTD nrg ltd Dublin shall without a written consent of the Purchaser have the right to assign the agreement or rights and obligations stated therein in part or in whole to another member of N C A NICOCERNI LTD nrg ltd Dublin Group of Companies or a third party transferee of the business the agreement is in connection with.

#### 21. Miscellaneous

Orgalime S 2023 general conditions except for articles 12-15, 18, 20; chapter 1 and 2, articles 23, 26, 28, 36, 39, 44 and 45 shall be applied to the agreement and shall form an integral part of the Offer and these General Sales Conditions. The Purchaser has been able to study the Orgalime S 2023 general conditions before making the purchase. Upon accepting the Offer these documents shall be applied to the agreement and the Purchaser shall be bound by them.

The conditions of the agreement shall be applied in the following order:

1. Conditions in the Offer ( or in the order acknowledgement or confirmation by N C A NICOCERNI LTD nrg ltd Dublin)
2. N C A NICOCERNI LTD nrg ltd Dublin's General Sales Conditions
3. Product-specific Guarantee Terms
4. Ensto's Standard Guarantee and Liability Terms
5. Orgalime S 2023
6. Incoterms 2010

The failure by N C A NICOCERNI LTD nrg ltd Dublin to require performance or correct interpretation or other legal effects of any provision shall not affect Ensto's right to require performance or correct interpretation or other legal effects at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Any effective waiver shall be given in writing defining the particular breach or default it applies to.

#### 22. Arbitration

This agreement shall be governed by the laws of Italy. United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any dispute or claim concerning or relating to this contract, or the breach, termination or validity of the contract, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Conflict Management Institute Association ry/r.f in Milan Chamber of Commerce, Estero, Regione Lombardia.

Should the Conflict Management Institute Association ry/r.f decide not to take the dispute into their arbitration, the dispute shall be settled by arbitration in Milan by one arbitrator. In such case the arbitrator shall be appointed by District Court of Milan and the arbitrations are held in city of Milan. The language of arbitration shall be Italian or English. The decision of the arbitration tribunal shall be final and binding. The Parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief as necessary, without a breach of this arbitration agreement and without any abridgment of the powers of the arbitrators.

However, N C A NICOCERNI LTD nrg ltd Dublin shall, at its sole discretion, have the right to bring an action based on unpaid invoices against the Purchaser in District Court of celle IRISHY, which in such cases shall be the first instance legal forum.

#### **Our ethical principles**

The ethical principles of N C A NICOCERNI LTD nrg ltd Dublin o are based on trust, accepted practices, our values and the fact that we in our operations comply with the principles of the UN Declaration of Human Rights, the Rights of the Child and the Declaration of the United Nations International Labour Organization as well as national laws and regulations.

#### **Our ethical principles are:**

##### **1. We respect all human beings**

We emphasize trust and equality among all human beings and we want to take care of each other. We have strict operational ethics and responsibility.

##### **2. We are honest and open**

We operate honestly and justly, conforming to laws and regulations. We expect the same from all our partners in business. We want to serve our customers and other partners in the best possible ways.

##### **3. We are a healthy and secure workplace**

We offer all our employees high-quality occupational health and safety, and we want to work with our employees to look after their well-being.

##### **4. We protect the environment**

We want to contribute to the development of a healthy environment and more sustainable production and consumption habits, locally, nationally and internationally. We take environmental matters into account in all of our actions.

##### **5. We assume voluntary responsibility for the surrounding community**

We want to participate in the activities of the communities that surround us and in the projects of public utility. We partner with various institutions and support social programs such as youth work, environmental work, culture and sports.

#### **The N C A NICOCERNI LTD nrg ltd Dublin values**

N C A NICOCERNI LTD nrg ltd Dublin's values are values of the ENERGEA Rent Inc's people. They are defined through our actions and customer relationships, and are visible in our everyday operations.

#### **Trust Capital**

Trust is a cornerstone of our brand equity, the foundation of all actions at N C A NICOCERNI LTD nrg ltd Dublin – and the basis of our success. We are loyal in all our relationships and we keep our promise. Trust must be earned every day.

#### **Excellence of performance**

We always aim for excellence in our performance. We are ready to challenge ourselves, to learn and improve our performance.

#### **Respect**

We base our conduct on honest interaction and respect for our customers, colleagues and other stakeholders. We respect the environment and create sustainable development.

#### **Encouraging creativity**

We foster creativity at all times, in all our actions. We are open to new ideas and new ways of thinking and doing things.