

GENERAL TERMS AND CONDITIONS OF PROCUREMENT NEPTUNUS

1. GENERAL

1.1 In these general terms and conditions of procurement (the "**General Conditions of Procurement**") the following terms are defined as follows:

Agreement: the agreement between the Supplier and Neptunus for the delivery and/or rental of Goods and/or Services by the Supplier; of which these General Conditions of Procurement form an inextricable part.

Neptunus: Neptunus GmbH, having its registered office at Prinzenallee 7, 40549 Düsseldorf, Germany, registered in the commercial register of the Düsseldorf Local Court under number HRB 48880, or any party affiliated with it with which the Supplier has entered into the Agreement.

Supplier: the party entering into or seeking to enter into an Agreement with Neptunus.

Services: the services as described in the Agreement.

Goods: the goods as described in the Agreement.

Parties: the Supplier and Neptunus.

1.2 These General Conditions of Procurement apply to all Agreements excepting where explicitly agreed otherwise and confirmed in writing by Neptunus.

1.3 The Supplier acknowledges the applicability of these General Conditions of Procurement. Applicability of any other terms and conditions that may be declared applicable by the Supplier is excluded, unless agreed otherwise in writing.

1.4 These General Conditions of Procurement may only be deviated from with the written approval of Neptunus. Where any clause of these General Conditions of Procurement is deviated from in writing, the remaining clauses continue to apply to the Agreement.

1.5 In the event of a conflict between these General Conditions of Procurement and the Agreement, the provisions of the Agreement prevail.

1.6 The nullity of any provision of these General Conditions of Procurement does not render the General Conditions of Procurement null and void as a whole. In any such case, the null-and-void or invalid provisions will be replaced by suitable provisions which correspond as closely as possible in a legally valid manner to the intentions of the Parties and the economic result they seek.

1.7 Neptunus has the authority to unilaterally amend these General Conditions of Procurement. In the event of a change to the General Conditions of Procurement, Neptunus will inform the Supplier of the change in writing.

1.8 All specifications, schedules, tendering documents, instructions, provisions regarding safety, welfare and the environment, and other applicable conditions as notified to the Supplier by Neptunus make up an integral part of the Agreement. Guarantee certificates, prospectuses, publicity notices and other documents issued by the Supplier are only considered to be part of the Agreement insofar as they do not violate the rights of Neptunus under the law, these General Conditions of Procurement, and/or any other individual Agreement.

1.9 The Supplier may not transfer or outsource its rights and obligations under the Agreement, or encumber these with a restricted right, without the prior consent of Neptunus.

1.10 At the request of Neptunus, the Supplier is obliged to provide correct, complete and timely information concerning its environmental policy, social policy and governance. This includes, but is not limited to, information pertaining to CO2 emissions, raw materials use, labour conditions, human rights, and anti-corruption measures. The information provided must be sufficient to fulfil the requirements under the applicable ESG legislation, including (but not limited to) the Corporate Sustainability Reporting Directive (CSRD).

1.11 These General Conditions of Procurement have been drafted in the German language and translated into English for information purposes only. In the event of any contradiction, discrepancy or inconsistency between the German version and the English translation, the German version shall prevail in all respects.

2. ORDERING AND ORDER CONFIRMATION

2.1 Orders placed by Neptunus are non-obligational, and Neptunus reserves the right to revoke orders placed by it without any costs and/or other obligations so long as the Supplier has not confirmed or partially rejected such an order.

2.2 The Agreement is formed and becomes binding at the moment of Neptunus's receipt of an order

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confirmation from the Supplier. If the order confirmation is received later than thirty (30) days after the placement of the order by Neptunus, no Agreement is formed unless Neptunus confirms the Agreement.

2.3 If the Supplier provides a quote for the delivery (this including the lease) of Goods and/or Services, or if an order confirmation of the Supplier contains changes from the order, this quote is qualified as an offer.

3. PRICES AND PAYMENT

3.1 The prices for the lease and/or purchase of the Goods and the performance of the Services are as described in the Agreement, in euros, and inclusive of all levies and costs in connection with the fulfilment of the obligations of the Supplier under the Agreement (including but not limited to transportation costs).

3.2 The prices stated are fixed prices. Prices can only be changed with the written approval of Neptunus in advance.

3.3 The Supplier is authorised to invoice the agreed amounts after delivery in accordance with these General Conditions of Procurement has been made and after the Agreement is completed. The payment period for invoices of the Supplier is forty-two (42) days after receipt of the correct invoice and approval of the Services and/or goods by Neptunus, except if explicitly agreed otherwise in writing between the Parties.

3.4 Invoices must include a clear description of the Goods and/or Services delivered, as well as a project number/order number. The invoice must be accompanied by the completion documents, transport documents or time sheets signed by Neptunus.

3.5 Payment of an invoice cannot under any circumstance be qualified as acceptance and/or completion and handover of the Goods and/or Services.

3.6 Neptunus is authorised to deduct the amounts of any claims against the Supplier, Neptunus may have from amounts it owes to the Supplier.

4. DELIVERY

4.1 The agreed delivery period and the time of delivery (including, but not limited to, rental situations) are strict deadlines (time is of the essence). In the event of late delivery, the Supplier is in breach by operation of law, and Neptunus is entitled to refuse the delivery in part or in full and return it or refuse it, at the Supplier's expense and risk, without prejudice to the other rights of Neptunus. The Supplier is not authorised to suspend its delivery obligation, except in case of undisputed or legally established counterclaims of the Supplier against Neptunus, or in case of Force Majeure. Neptunus has the right, in the event of non-performance of the contractual obligation, to repurchase or re-lease the relevant performance and to charge any resulting additional costs to the Supplier.

4.2 Delivery is deemed to have taken place after Neptunus has signed the respective transport document, delivery slip or handover protocol.

4.3 The Supplier is obliged to transfer the ownership of the Goods and complete the delivery of the Goods free of all extraordinary burdens and restrictions, and free of any rights of retention or any other reservations, along with all appurtenances and accessories.

4.4 Unless the Agreement stipulates otherwise, delivery of the Goods is paid up to the agreed place of delivery (Incoterm "Delivered Duty Paid" (DDP) ICC Incoterms 2020) at the agreed moment of delivery within the agreed delivery period. The costs of delivery are to be borne in full by the Supplier.

4.5 The Supplier warrants that the Goods will be packaged in accordance with all statutory conditions and will be safe for the use and handling by Neptunus's personnel, and that the Goods will be packaged in a manner such that they reach their destination undamaged and in good condition.

4.6 In the event of purchase, ownership of the Goods transfers to Neptunus at the moment of delivery. Unless agreed otherwise in writing, the risk transfers in accordance with the Incoterm for delivery agreed between the Parties. For Services, the risk and ownership transfers upon completion and handover, unless agreed otherwise in writing.

4.7 If prior to delivery, Neptunus requires that the Services or Goods will be delivered in a manner, at a place, or at a moment different than as agreed, the Supplier will be notified of this in writing with reasonable notice. The Supplier is obliged to comply with this instruction.

4.8 The Supplier must immediately notify Neptunus in writing in the event of a risk that the delivery time will be exceeded and to give an explanation about the cause thereof. Such notification will be without prejudice to any consequences of exceeding the delivery time under the Agreement and/or the provisions of law.

4.9 Partial deliveries and early deliveries are only permitted with the prior written approval of Neptunus. In the event of early or partial delivery, payment shall be made in accordance with the originally agreed payment terms. Except with written approval, partial deliveries may not be invoiced separately to Neptunus.

4.10 In the event of rental of the Goods, Neptunus will use the Goods in accordance with (i) the provisions of the Agreement, (ii) the applicable legislation, and (iii) the instructions of the Supplier issued in writing in advance. Neptunus is not liable for normal wear and tear of the Goods occurring during the rental period or for damages resulting during the use of the Goods in accordance with this Clause 4.10.

5. SERVICES

5.1 If the Agreement also comprises the performance of Services, then the provisions of this Clause 5 apply in addition to the other provisions under these General Conditions of Procurement.

5.2 The Services described in the Agreement are result obligations.

5.3 In the performance of the Services, the Supplier will adhere to the instructions of Neptunus. Upon request by Neptunus in writing, the Supplier will furnish a performance timetable; this must include at least the moments of start and completion of the performance of the Service(s), including of each individual phase (if applicable). After approval by Neptunus, the performance timetable will constitute a part of the Agreement.

5.4 During the performance of the Services, Neptunus is authorised to request changes in the performance timetable and/or the scope of the work. Any financial and other consequences of such changes will be further agreed in reasonable consultation between Neptunus and the Supplier prior to the performance of the change.

5.5 The Supplier will provide all the goods and materials (including, but not limited to, tools) required for the performance of the Agreement. The Supplier is responsible for the soundness and the transportation of these goods and materials.

5.6 The Supplier warrants that in the performance of the Services it will only make use of personnel with sufficient expertise and that the Supplier has sufficient capacity and expertise to perform the Agreement. In the performance of the Services, the Supplier must at all times make use of protective equipment as required by law and as prescribed by Neptunus.

5.7 Materials, drawings, models, instructions, specifications and other resources provided by Neptunus or acquired or manufactured by the Supplier at the expense of Neptunus remain the property of Neptunus or become the property of Neptunus at the moment of acquisition or manufacture. The Supplier is obliged to mark these resources as the recognisable property of Neptunus to the extent possible, to not encumber these resources with any restricted right or to transfer them and/or make them available to any third party, to maintain them in good condition (allowing for normal wear and tear), and to bear the risk for them as long as the Supplier is acting as holder of these resources. The Supplier will insure the resources against fire and theft. The Supplier must return all/any remaining resources to Neptunus immediately after performance of the Agreement. The Supplier is only authorised to use these resources for the purposes of this Agreement and may only use them for Neptunus.

5.8 If the Supplier performs work in buildings or on sites of Neptunus and/or third parties, then prior to the start of the work the Supplier must ascertain the circumstances that may affect the performance and, if necessary, complete the "form for fire-hazardous works". Any resulting delays are fully at the Supplier's expense and risk. During the work, the Supplier must at all times adhere to all applicable safety instructions, other instructions, house rules, and instructions of Neptunus and/or third parties.

6. WARRANTIES AND COMPLAINTS

6.1 The Supplier warrants that the Goods and Services are (i) in accordance with the Agreement in terms of quantity, quality and specifications on the requirements, (ii) free of visible and invisible defects and, in the event of purchase, are new, (iii) free of defects in design, performance, finishing, manufacture, materials and construction, (iv) suitable for the intended purpose, (v) in all respects equal to the samples or models furnished or provided by the Supplier (if applicable), and (vi) are in compliance with the statutory requirements, directives and other governmental and other provisions and the requirements of safety, environmental and quality standards enforced in the industry.

6.2 The Supplier warrants that the Services will be delivered as agreed in the Agreement and that they will be executed in observance of the requirements of proper professional standards and with a high degree of care, skill and expertise.

6.3 The warranties described in this Clause apply for at least twenty-four (24) months after delivery of the Goods and/or Services in question, except in case the warranty provided by the respective supplier of the Supplier is longer, in which case the longer warranty period applies. The foregoing applies unless explicitly agreed otherwise in writing.

6.4 For the determination of a defect, the Supplier will grant Neptunus all desired cooperation and every opportunity to investigate on site or have a third party investigate the quality of the performance rendered.

6.5 If the Goods and/or Services, or any portion thereof, are not in accordance with the warranties at any time during the warranty period, then immediately upon demand by Neptunus, the Supplier will, at Neptunus's discretion: (i) repair the defective Goods and/or Services, (ii) replace the defective Goods and/or Services (if repair is not possible or cannot reasonably be required of Neptunus), or (iii) take back the Goods and credit the purchase price, this without prejudice to all other rights of Neptunus. The Supplier will bear the expense and risk of the return of defective products.

6.6 Neptunus is authorised, but not obliged, to approve, inspect, check and/or sample the Goods and Services. Approval, inspection, checking and/or sampling by or on behalf of Neptunus does not constitute acceptance, and the Supplier can derive no rights therefrom.

6.7 Neptunus may inform the Supplier of complaints in writing. Visible defects must be notified to the Supplier within a reasonable period of time after delivery; invisible defects must be notified to the Supplier within a reasonable period of time after their discovery by Neptunus.

6.8 In the event of complaints, Neptunus is authorised to suspend its payment obligation.

6.9 If a performance in accordance with the VOB (Construction Contract Procedures) is required by a tender, the Supplier undertakes to also offer its performance in accordance with the VOB. Neptunus will inform the Supplier of this requirement.

7. LIABILITY

7.1 The Supplier is fully liable for all damages that Neptunus suffers as a result of a failure in the fulfilment of the Agreement or any act or omission in connection with the performance of the Agreement by the Supplier (including, but not limited to, in the event of late delivery or a defective product).

7.2 The Supplier indemnifies Neptunus and will fully indemnify Neptunus with regard to all claims of third parties in connection with damages as the result of or in connection with Goods and/or Services delivered by the Supplier and/or any failure in the fulfilment of this Agreement.

7.3 The Supplier is obliged to, at its own expense, contract adequate insurance with a reputable insurer to adequately cover all risks of the Agreement, its performance, and/or any damages, costs and claims of Neptunus and which sufficiently cover's the Supplier's liability (including, but not limited to, statutory product liability and other forms of product liability). This also applies in respect of any Property made available to Neptunus under a rental contract or other agreement. The risk of theft, vandalism, storm damage, fire and loss must be covered by the Supplier's insurance. Upon demand by Neptunus, the Supplier will allow inspection of the policies and proof of the existence of the insurance.

7.4 Except in case of damage caused by gross negligence or wilful misconduct, Neptunus's liability under the Agreement is limited to payment of the purchase price for the Goods or Services.

Claims for damages against Neptunus due to the simple negligent breach of an essential contractual obligation are limited to compensation for damage typical for the contract or reasonably foreseeable damage.

8. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT

8.1 The Parties each remain owner of any intellectual property rights they possess, unless explicitly stated otherwise. The Supplier grants Neptunus an irrevocable, non-exclusive, royalty-free license without territorial or temporal limitation and with the right to use, modify and distribute for the use of its intellectual property rights insofar as this is necessary for the unlimited use of the Goods and/or Services delivered under the Agreement.

8.2 The Supplier warrants that neither the Goods and Services nor the use of the Goods and Services violate any intellectual property rights of a third party. The Supplier indemnifies Neptunus from any damage and claims of third parties in this regard.

8.3 It is the intention of the Parties to transfer rights to the fullest extent possible, in such a way that Neptunus is entitled to use and dispose of all results of Services or works created under this Agreement, to the

full extent and without any restrictions on its rights. This transfer of ownership shall include, but is not limited to, full legal title to all physical and digital embodiments of such resources and all intellectual property rights, including copyrights on all known fields of exploitation. The right to obtain a patent for an invention, a utility model protection right, as well as rights arising from the registration of an industrial design, in relation to inventions and designs created in connection with the provision of Services or the delivery of Goods under the Agreement shall belong exclusively to Neptunus.

9. CONFIDENTIALITY

9.1 The Supplier guarantees the confidentiality of Neptunus's trade secrets and business-specific information, including but not limited to any intellectual property rights and Neptunus's company logo, visual materials and construction manuals.

9.2 The Supplier will not acquire, use or disclose Neptunus's trade secrets outside the scope of the Agreement and will keep them confidential.

9.3 The Supplier will disclose the trade secrets only to its employees, its affiliated companies, independent contractors, other parties, and third parties who need to know this information in order to perform the Supplier's rights and obligations under the Agreement, and on the condition that such employees, affiliated companies, independent contractors, other parties, and third parties have entered into a confidentiality obligation in the form of a written agreement not to acquire, use or disclose the trade secrets, which agreement will be no less restrictive or less extensive than this Clause 9. The Supplier will be liable for any breach of this confidentiality obligation by the third party as if it had been committed by the Supplier itself.

9.4 The obligation of confidentiality as defined in this Clause 9 will remain in force even after the end of the Agreement, as long as the confidential information has not lost its confidential nature and this information has not become public.

9.5 Upon termination of the Agreement, or earlier upon demand by Neptunus, the Supplier will return Neptunus's confidential information and any copies thereof to Neptunus no later than five (5) business days after the Agreement is terminated or the request for return is made, whichever is earlier. The Supplier will then confirm to Neptunus in writing that all confidential information has been returned. Notwithstanding the return of the confidential information, the Supplier remains bound to keep it confidential in accordance with this Clause 9.

10. PROCESSING OF PERSONAL DATA

10.1 If and to the extent that personal data as referred to in the General Data Protection Regulation ("GDPR") is processed in the context of the Agreement, each Party will do so in accordance with the requirements applicable to that Party under the GDPR.

10.2 Each Party will, to the extent relevant, qualify as an independent controller within the meaning of the GDPR.

11. TERMINATION BY NOTICE AND DISSOLUTION OF THE AGREEMENT

11.1 If the Supplier fails to properly perform one or more obligations towards Neptunus under the Agreement, Neptunus has the right to dissolve the Agreement in whole or in part, with immediate effect, by means of a written notification, without being obliged to pay damages or any other form of compensation to the Supplier, and all this without prejudice to the other rights of Neptunus (including, but not limited, the right to compensation of damages), if the Supplier has not remedied the failure within fourteen (14) days after being notified of the failure in writing by Neptunus or if remedy is no longer reasonably possible (including, but not limited to, failing to meet a strict deadline).

11.2 Neptunus is authorised to dissolve the Agreement with immediate effect, without prejudice to its other rights, if the Supplier applies for suspension of payments, is declared bankrupt or resolves to either fully or partially cease, or transfer its business.

11.3 Termination has no impact on and does not compromise any right to compensation of damages or other legal remedies with regard to any violation of this Agreement that arose on or prior to the expiration date or date of termination.

11.4 The Parties expressly waive the right to terminate and/or dissolve the Agreement, except to the extent not permitted by law, or to the extent that the Parties have expressly agreed otherwise in writing.

12. APPLICABLE LAW AND DISPUTES

12.1 All Agreements and transactions of Neptunus are governed exclusively by German law. Applicability of the U.N. Convention on Contracts for the International Sale of Goods is explicitly excluded.

12.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Düsseldorf.

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