

General Terms and Conditions for Technical Services of CEMTEC Inc.

(Edit 08/2025)

1. General

- 1.1. THE PROVISION OF TECHNICAL SERVICES (“**SERVICES**”) BY CEMTEC INC. (“**CEMTEC**”) TO CUSTOMER (“**CUSTOMER**”) IS EXPRESSLY LIMITED TO CUSTOMER’S ACCEPTANCE OF THE TERMS OF CEMTEC’S QUOTATION, CEMTEC’S ORDER CONFIRMATION (“**ORDER CONFIRMATION**”) AND THE TERMS AND CONDITIONS CONTAINED HEREIN (COLLECTIVELY, THE “**AGREEMENT**”). CEMTEC EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN CUSTOMER’S FORMS. NO MODIFICATION OR WAIVER OF ANY OF THESE TERMS AND NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE EFFECTIVE UNLESS AGREED TO IN WRITING SIGNED BY BOTH PARTIES. NO ORAL AGREEMENT, COURSE OF PERFORMANCE, OR MEANS OTHER THAN SUCH WRITTEN AGREEMENT SIGNED BY BOTH PARTIES EXPRESSLY PROVIDING FOR SUCH WAIVER SHALL BE DEEMED TO WAIVE ANY OF THE TERMS OF THIS AGREEMENT. CUSTOMER’S ACCEPTANCE OF AN ORDER CONFIRMATION SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THESE TERMS.
- 1.2. The Order Confirmation controls with respect to the specifics of the order over any conflicting provisions that may exist in any other agreements. Deviations from these terms, such as supplementary agreements, or any other informal understandings, will only be binding if they are expressly agreed to by CEMTEC in writing. The same applies to deferred amendments and supplements to already completed contracts for delivery.
- 1.3. CEMTEC’s silence in regards to any terms and conditions of Customer shall not be deemed as an acceptance. The execution of the purchase order or acceptance of payments does not constitute an acceptance of the terms and conditions of Customer.
- 1.4. CEMTEC’s offers are not binding, unless otherwise provided for in the offer itself.
- 1.5. CEMTEC reserves its copyrights and proprietary rights of use and exploitation in regards to cost estimates, drawings and other documents handed over to the Customer. The Customer is granted a non-exclusive and non-transferable right of use on any such documents for the sole purpose of operation and maintenance of the components delivered by CEMTEC. These documents may only be made available to third parties with the prior consent of CEMTEC.

2. Contract

- 2.1. The Agreement between CEMTEC and Customer (Collectively, the “**Parties**”) exclusively consists of the following documents unless CEMTEC’s Order Confirmation expressly provides otherwise.
 - 2.1.1. CEMTEC’s Order Confirmation;
 - 2.1.2. Attachments to the Order Confirmation v
 - 2.1.3. These General Terms and Conditions for Technical Services (the “**GTCS**”) of CEMTEC
- 2.2. In case of a conflict or contradiction between the documents listed above, they shall apply in the above-mentioned order. If the Parties generally refer to “Order Confirmation” in correspondence or documents, reference to the entire Agreement between the parties is made.

- 2.3. The Agreement between the Parties is commenced by CEMTEC's written Order Confirmation. Oral or telephone orders shall only be valid, if they are confirmed in writing by CEMTEC. Should CEMTEC's written Order Confirmation be omitted in an individual case, the Agreement is commenced by the written order of Customer on the basis of CEMTEC's offer. Any deviations of the order of the Customer from CEMTEC's offer shall not become part of the Agreement, unless they are confirmed in writing by CEMTEC.
- 2.4. In case of changes of legal or regulatory requirements, technical standards or judicial decisions after the time of conclusion of the Agreement that lead to changes in CEMTEC's performance under the Agreement, CEMTEC may adjust the Agreement, in particular in regards to Contract Price and delivery time.
- 2.5. Amendments or supplements of the Agreement by Customer after conclusion of the Agreement shall only be valid if confirmed in writing by CEMTEC. CEMTEC may make adequate adjustments to the Agreement's terms, especially Contract Price and service time. If the Customer refuses such adjustment, CEMTEC may refuse the amendment or supplement of the Agreement and continue the Agreement in the original scope.
- 2.6. A cancellation of the Agreement by Customer is only permitted under the following conditions:
 - 2.6.1. The cancellation shall be made by written notice to CEMTEC.
 - 2.6.2. Up to and including 15 calendar days prior to the planned dispatch date of the CEMTEC personnel, the Customer may cancel free of charge.
 - 2.6.3. If the Customer cancels within 15 calendar days of the dispatch date, the Customer shall pay a cancellation fee of 20% of the estimated service costs to CEMTEC.
- 2.7. A suspension of the Agreement by Customer is only permitted under the following conditions:
 - 2.7.1. The Customer may, at any time, but within a maximum of 10 calendar days of the planned dispatch date of the CEMTEC personnel, suspend or postpone the Contract execution entirely or in part. Up to 10 calendar days prior to the planned dispatch date of the CEMTEC personnel, a suspension or postponement shall be free of charge for the Client. In case of a suspension or postponement by the Client within 10 calendar days of the planned dispatch date, a fee of 20% of the estimated service costs shall be payable by the Client.

3. **Scope of Services**

- 3.1. The "**Scope of Services**" shall mean the services of CEMTEC to be provided under the Agreement.
- 3.2. CEMTEC is entitled to use subcontractors to fulfill the Scope of Services. CEMTEC remains responsible to Customer for the proper fulfillment of the Agreement.
- 3.3. Scope and service time is determined by the Agreement or CEMTEC's Order Confirmation.
- 3.4. Service time (duration, start and end date) shall be defined in the Order Confirmation of CEMTEC. If not defined in the Order Confirmation, they will be defined in a separate agreement between the Customer and CEMTEC.
- 3.5. Service times of CEMTEC shall be valid under the condition that all required documents, information, permits and releases are provided by Customer to the CEMTEC in time and only if the agreed terms of payment and other contractual obligations of Customer are

fulfilled by Customer. If these conditions are not fulfilled properly or in time by Customer, the deadlines for CEMTEC shall be extended to an appropriate extent.

- 3.6. Services shall be performed on components supplied by CEMTEC and agreed upon by the Parties. No services shall be performed on third-party components, unless otherwise agreed by the Parties.
- 3.7. If the Services consists of the supervision of commissioning, CEMTEC shall provide the the Customer with a list of tools required for commissioning in a timely manner; the Customer shall provide these tools free of charge.
- 3.8. In the event that either party is unable to fully perform its obligations hereunder due to events beyond its reasonable control, including but not limited to, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, slowdowns), inability to obtain power, material, labor equipment, or transportation, or court injunction or order, CEMTEC shall be relieved of its obligations to the extent it is unable to perform. Contractual obligations of CEMTEC shall be suspended for the duration and scope of the force majeure event. Service dates and deadlines shall be extended accordingly. If the delay persists for more than three (3) months, both Parties shall be entitled to terminate the Agreement with respect to the part affected by the delay. No claims against CEMTEC shall be admissible due to such termination. Customer shall pay for Services provided by CEMTEC until the termination.

4. General Obligations of the Customer

- 4.1. The Customer shall comply with the following obligations in due time and at his costs:

- 4.1.1. Preparation Works:

- 4.1.1.1. The Customer shall carry out all preparation works at the place of Service, so that the CEMTEC can start the Services immediately and without delay upon arrival. The Customer shall appropriately document the preparation works and, upon request of CEMTEC, prove to CEMTEC that the preparation works have been carried out in due time before service start (e.g. by sending a photo documentation via email).
 - 4.1.1.2. During Service execution, the Customer shall create the required operating conditions that are requested for the Services of CEMTEC. Details on those requirements shall be coordinated between the Parties on site.
 - 4.1.1.3. Preparation of erection: All civil works have to be completed before the start of the erection. The foundation has to be dry and set. The place of Service has to be sufficiently protected from atmospheric influence. Electrical and water connections have to be positioned according to CEMTEC's instructions.
 - 4.1.1.4. The Customer shall inform CEMTEC about a designated contact person on site in a timely manner. This contact shall be sufficiently authorized in connection with the services to be carried out and shall be authorized to make decisions for the Customer.

- 4.1.2. Availability of workers:

- 4.1.2.1. The Customer shall ensure that there is a sufficient number of qualified workers when CEMTEC performs the Services. The Customer's workers shall strictly follow the instructions of CEMTEC. The Customer's workers may be replaced by qualified CEMTEC workers upon request of CEMTEC, if necessary. The costs therefore shall be borne by the Customer.

- 4.1.2.2. If the Services consist of the supervision of commissioning, the Customer shall ensure that a whole team of operation and maintenance staff (in multiple shift operation, if necessary) is available, who will receive the necessary technical instructions and training by CEMTEC in order to operate the plant.
- 4.1.3. Availability of office and storage facilities:
 - 4.1.3.1. The Customer shall provide CEMTEC with a dry, guarded, and locked storage room free of charge near the place of service, where they can store technical equipment like electrodes, erecting tools, etc. as well as with an appropriately furnished office with standard equipment (copying and fax machine, internet, printer, etc.).
- 4.1.4. Safety at place of Service:
 - 4.1.4.1. The Customer shall inform CEMTEC prior to start of the Services on site about the particular risks of the plant and applicable safety regulations on site and shall take all appropriate and/or legally required safety measures at the place of Service.
 - 4.1.4.2. If the safety status at the place of Service requires higher safety measures, for example during travel to the place of Service and back, the Parties shall conclude a special agreement about additional security measures.
- 4.1.5. Administrative permits, authorizations and other permits:
 - 4.1.5.1. The Customer shall obtain any required administrative permit, authorization, approval, etc. for the plant at the place of Service; except for those that can only be obtained by CEMTEC itself.
- 4.1.6. Accommodation, transportation and other logistics:
 - 4.1.6.1. If the Parties do not agree otherwise in the Order Confirmation, the Customer shall organize and provide CEMTEC for the duration of Service with the following free of charge:
 - 4.1.6.1.1. Accommodation: one furnished single-bed room of proper US standard per person, including shower/toilet, electricity, warm and cold water, heating or air-conditioning, and internet. Additionally, the possibility to use a canteen close to the place of Service should be made available.
 - 4.1.6.1.2. Means of transportation or airport pick-up to the local accommodation place of CEMTEC staff as well as pick-up for daily transport between the local accommodation place and the place of service.
 - 4.1.6.1.3. If the means of Article 4.1.6.1.1 and 4.1.6.1.2. of the GCTS are not provided or not provided correctly by the Customer, CEMTEC shall organize the appropriate means itself. The expenses incurred in this connection shall be charged to the Customer and shall be paid by the Customer to CEMTEC according to the conditions of these GCTS.
- 4.2. If the Customer's obligations under the Agreement have not been performed or have not been performed correctly, CEMTEC may undertake the required measures itself. The costs incurred in this connection shall be borne by the Customer. Customer shall reimburse CEMTEC for any additional costs and expenses incurred due to a delay attributable to the Customer. Waiting times of CEMTEC staff due to reasons attributable to the Customer shall be charged as normal working time. Service dates and deadlines shall be extended appropriately at the account of the Customer.

5. Pricing, Taxes

- 5.1. The Services shall be billed at the daily rates provided in the offer of CEMTEC.

- 5.2. The daily rate of CEMTEC is a net price exclusive of any tax. Any taxes shall be borne by the Customer.
- 5.3. The daily rate of CEMTEC is inclusive of a period up to 10 hours of CEMTEC staff per day during the normal working time of CEMTEC staff, including the legal daily allowances of the personnel, but excluding any taxes, accommodation costs, travel costs to the place of service and back, costs for transportation between the local accommodation and the place of service as well as any visa costs.
- 5.4. The normal working time of CEMTEC staff is 10 hours per day between 6.00 a.m. and 8.00 p.m. (local time), 6 days per week. The working time shall be mutually agreed between CEMTEC and the Customer, considering local conditions. The daily working time starts at the time of departure from the local accommodation and ends at the time of return to the local accommodation from the place of Service.
- 5.5. In case of additional hours worked by CEMTEC staff on top of the daily rate or in case that hours of CEMTEC staff fall outside the normal working time according Article 5.3. the following overtime charges shall be billed on top of the normal hourly rate:
- For every additional hour of overtime: 50% of the normal hourly rate
 - For every hour worked on a Sunday: 100% of the normal hourly rate
 - For night hours (8.00 p.m. - 6.00 a.m. (local time)): 100% of the normal hourly rate
 - For every hour worked on an national holiday: 200% of the normal hourly rate
- 5.6. On Sundays or national holidays, Services shall only be carried out in coordination with the Client on site.
- 5.7. Travel days shall be charged as workdays at the travel daily rate of CEMTEC as defined in the offer of CEMTEC.
- 5.8. Unless otherwise provided in the Order Confirmation, the Services shall be billed after completion of Service, or, if the Services last for more than a month, at the end of each month. Billing shall be based on the time recording sheets of CEMTEC staff (time sheets). The Customer shall sign the time sheets of CEMTEC after completion of Service or at the end of the month whatever applicable. Rejection or delay of the Customer in signing the time sheets shall not hinder billing by CEMTEC and shall not prevent the invoice to become due.
- 5.9. Payment by the Customer shall be effected within 30 days of the invoice date strictly net, unless agreed otherwise by the Parties.
- 5.10. The following costs shall be charged by CEMTEC, in addition to the hours worked, at actual costs plus a 15% administrative fee:
- 5.10.1.1. Travel costs (flight costs, train, taxi, rental car, visa costs, etc.) starting from the place of residence of CEMTEC staff to the place of Service and back.
 - 5.10.1.2. Mileage Reimbursement: If the CEMTEC personnel travels to the place of service in their own car or in a company car of CEMTEC, a mileage reimbursement shall be charged at standard IRS mileage rate.
 - 5.10.1.3. Other expenses and costs in connection with the dispatch of CEMTEC staff to the place of Service.
- 5.11. Depending on the duration of flight, the flight costs shall be charged according the following booking classes: In case that flight time is up to 6 hours: economy class; In case flight time is over 6 hours: premium economy class or similar.

- 5.12. Purchased Services: Purchased Services, including but not limited to third-party vendor fees, subcontracted services, and tool or equipment rentals, shall be invoiced to the Client at actual cost plus a 20% administrative fee.
- 5.13. If the Service at the place of service takes more than 3 months, the Customer shall grant CEMTEC staff to fly home and back, and the corresponding costs shall be paid by the Customer according to the conditions mentioned above.
- 5.14. Services of subcontractors of CEMTEC shall be charged to the Customer according to a separate, written agreement that the Parties shall conclude in such case.
- 5.15. In case of delay of payment of Customer, CEMTEC may recover interest in the amount of ten percent (10%) per annum from Customer. A prior payment reminder from CEMTEC is not required. In case of delay of payment, CEMTEC may suspend the fulfillment of his own obligations under the Agreement until fulfillment by Customer. The assertion of further claims remains reserved.
- 5.16. Customer agrees that at the choice of CEMTEC's invoices, including any supplements, may be sent by email to Customer. Invoices sent by email are deemed effective when received by Customer.
- 5.17. An offsetting of claims of Customer against claims of CEMTEC shall only be permitted within the scope of the respective Order Confirmation and only if the claim of Customer has been expressly acknowledged in writing by CEMTEC or the claim of Customer has been finally determined by court.
- 5.18. Customer may not withhold due payments because of a claim under the Agreement.
6. **Illness, Accident and other Misfortune**
- 6.1. In case of an illness or an accident of CEMTEC staff during the performance of Services, the Customer shall ensure medical treatment by means of first aid directly at the place of Service or in a hospital.
- 6.2. If an illness lasts longer than 1 week, CEMTEC shall withdraw the ill person from the place of Service and after coordination with the Customer, the person shall be replaced by another person, if necessary.
7. **Transfer of Risk**
- 7.1. The risk shall transfer to the Customer upon completion of the Services, or, if earlier, upon the Customer's use of the Services."
- 7.2. If completion of the Services is delayed for reasons attributable to the Customer, the risk shall transfer to the Customer at the time when it would have passed to the Customer without delay.
8. **Warranty**
- 8.1. CEMTEC warrants that the Services shall be performed with reasonable skill and care in accordance with generally accepted industry standards. This warranty shall remain in effect for a period of six (6) months from the date of completion of the Services.
- 8.2. If, within the warranty period, the Customer notifies CEMTEC in writing of any material non-conformity of the Services with the foregoing warranty, the Service shall, at its sole expense and as the Customer's exclusive remedy, re-perform the non-conforming Services or, if re-performance is not commercially reasonable, refund the portion of fees attributable to the non-conforming Services.
- 8.3. This warranty shall not apply to (i) any issues caused by misuse, modification, or unauthorized repair of the Services by the Customer, or (ii) any third-party products or services.

8.4. Except as expressly set forth herein, CEMTEC disclaims all other warranties, whether express, implied, or statutory, including without limitation any implied warranties of merchantability or fitness for a particular purpose.

9. **Liability**

9.1. To the maximum extent permitted by applicable law, in no event shall CEMTEC be liable to the Customer for any indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, loss of profits, revenue, data, or use), even if advised of the possibility of such damages.

9.2. CEMTEC's total cumulative liability for any and all claims arising out of or relating to this Agreement or the Services shall not exceed the total fees paid by Customer to CEMTEC for the specific Services giving rise to the claim during the six (6) months immediately preceding the event giving rise to such liability.

9.3. Customer bears the burden of proof that damage is the fault of CEMTEC.

9.4. The limitations set forth in this section shall apply regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and shall survive termination or expiration of this Agreement.

10. **Confidentiality**

10.1. Any business matters brought to the other Party by either Party in connection with the Agreement and its execution, in particular business and trade secrets, as well as know-how, data and other information shall be treated confidentially and shall not be made available to third parties unless they are publicly known, were known by the receiving Party prior to the Order confirmation without any obligation of confidentiality, are made available to the receiving Party by a third party without breach of a confidentiality obligations, were developed by the receiving Party independently or are to be disclosed on the basis of an administrative or judicial order.

10.2. This confidentiality obligation shall survive the expiration of the Agreement.

10.3. Intellectual property rights to the confidential information, such as intellectual property, trademarks and copyrights, remain with the Party that has provided the information. A right of use exists exclusively for the purpose of the Agreement. Any further use requires the express written agreement of the Parties.

11. **Data Protection**

11.1. Customer agrees that information that falls under any data protection law, in particular personal data, which CEMTEC acquires in the course of his activities for Customer, may be processed in accordance with any applicable data protection law. Customer further agrees that the data shall be retained by CEMTEC beyond the fulfillment of the Order Confirmation for the fulfillment of legal requirements and for information purposes in regards to the business relationship with Customer.

11.2. Upon conclusion of the Agreement, Customer agrees that CEMTEC may provide any data in connection with the execution of the Order Confirmation to its subcontractors.

11.3. Customer agrees that CEMTEC may name Customer as reference customer for tenders, publications, lectures, etc.

11.4. CEMTEC may produce images and/or video material from the Services of CEMTEC and to use the image and/or video material for documentation, quality assurance or research purposes as well as to use in publications for advertising or reference purposes. CEMTEC may make publications on the Services to Customer. Customer shall only be named in such publications with Customer consent.

12. Termination Rights

- 12.1. Each party may terminate the Agreement in whole or in part with immediate effect by written notice if a good reason arises. The following cases constitute a good reason:
 - 12.1.1. If the other Party breaches a material obligation and fails to remedy the breach in accordance with the terms of the Agreement despite a written request from the other Party within a reasonable grace period, which must be stated as such;
 - 12.1.2. if a claim for restitution or insolvency proceedings or proceedings similar in its effects is applied for or opened on the assets of the other Party or if the opening of such proceedings is refused due to insufficient assets;
 - 12.1.3. if there are legitimate concerns regarding the creditworthiness of the Customer and the Customer fails to make an advance or partial payment or other payment security within a reasonable period of time despite the request of CEMTEC.
- 12.2. A termination by the Customer shall not cover the part of the Services, which have already been performed according to the Order Confirmation prior to the termination.
- 12.3. Already rendered Services by CEMTEC shall be paid according to the Order Confirmation and the conditions of these GTCS, deducting the costs saved due to the early termination of the Agreement.
- 12.4. If CEMTEC terminates the agreement, CEMTEC may recover compensation for damages and wasted expenses incurred due to the early termination. CEMTEC reserves all other termination rights in accordance with applicable law and the GTCS.

13. Miscellaneous

- 13.1. The assignment of a claim of Customer under the Agreement is only permitted with the express consent of CEMTEC.
- 13.2. The transfer of the Agreement or part of it, including the rights and obligations therein, to third parties is only permitted with the prior written consent of CEMTEC.
- 13.3. Changes and additions to the Order Confirmation or the GTCS must be in writing to be effective. Same applies for the cancellation of this formal requirement.
- 13.4. Should any or several provisions of the GTCS or an underlying Order Confirmation in whole or in part, be invalid, ineffective, unlawful or unenforceable, this shall not affect the validity of the remaining provisions. In such event, the Parties shall replace the invalid, ineffective, unlawful or unenforceable provision with one that achieves most closely the economic purpose of this provision to the extent permitted by law.

14. Applicable Law, Jurisdiction

- 14.1. The Order Confirmation, the GTCS and all disputes arising out of or in connection therefrom shall be governed by the laws of the state of North Carolina. The Convention on the International Sale of Goods (“CISG”) is expressly excluded
- 14.2. Any claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party irrevocably and unconditionally agrees that such binding arbitration shall take place in Mecklenburg County in the state of North Carolina.