

**General Terms and Conditions of ITT Bornemann GmbH (hereinafter "Company") for the Repair of Machines and Equipment (hereinafter "Terms and conditions")**

### 1. APPLICABILITY OF TERMS AND CONDITIONS

Except as expressly set forth below or as otherwise mutually agreed to by the parties in writing, these Service Terms and Conditions (the „Terms and Conditions“) set forth the terms and conditions pursuant to which Company will provide Services to Buyer („Buyer“). By submitting a purchase order to Company for Services, Buyer agrees to be bound by these Terms and Conditions. Unless otherwise agreed in writing by Company, no other terms and conditions endorsed upon, delivered with or contained in a Buyer's purchase order, or in any other similar document, will amend, or vary the provisions of these Terms and Conditions. All terms and conditions contained in any prior oral or written communication, including without limitation, Buyer's purchase order, which are different from or are in addition to the terms herein or in any form provided by Buyer are hereby rejected and shall not be binding on Company whether or not they would materially alter this document, and Company hereby objects thereto; such terms and conditions shall be of no force and effect.

### 2. ACCEPTANCE

Company reserves the right to refuse any Purchase Orders for Services as well as to cancel all or any part thereof in accordance with the terms specified herein. Acceptance of any part of a Purchase Order shall not bind Company to accept future performance of Services nor deprive it of the right to return Products already accepted by reason of defect, latent defect or damages beyond being repaired. Such rights shall be in addition to any other remedies provided herein or by law. Claims for damage must be reported to Company within seven (7) days of the performance of Services to Buyer. Buyer will inspect the Services for defects or nonconformance and notify Company, in writing, of any defects, nonconformance or rejection of such Services. After such seven (7) days, Buyer shall be deemed to have irrevocably accepted the Services, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Services for any reason or to revoke acceptance, unless defects or nonconformity where not recognizable during the inspection. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation.

### 3. SERVICES

a. Orders. A purchase order shall be placed by Buyer which will outline the Services to be performed on either Authorized or Non-Authorized Products. Such purchase order must contain, at least, the following information for each service listed on the purchase order: (i) the Services requested; (ii) the model of the applicable Product; (iii) the appropriate pricing information; (iv) the site location(s) where the Products will be installed, together with a contact name, contact email address, and telephone number at the location (if applicable); and (v) the time frame in which the Services are to be performed (if applicable). Upon completion of the Services, Company will issue an invoice to Buyer for the value of the Services performed.

b. Services. Company can provide Services to Buyer including the repair and upgrade of a wide variety of pumps and rotating equipment as well as field services, installation and troubleshooting services.

c. Sales. In connection with the performance of the Services or otherwise, Company may sell any Product to Buyer. d. Replacement Parts. (i) Under Warranty.

If a part is replaced in the Product that is currently under a warranty issued by Company, then any replacement part provided will be either new parts or parts equivalent in performance to new parts when used with the Product, shall be warranted for one hundred and eighty (180) days from installation or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of Company and must be received back to the Company within five (5) business days of receipt of the replacement part, or Buyer will be invoiced the full list price for the replaced part.

(ii) Outside of Warranty. If a part is replaced in a Product that is no longer covered by a warranty issued by Company or in a Non-Authorized Product, the new part shall be warranted for ninety (90) days from installation. Notwithstanding § 438 para. 1 no. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. e. Service Exclusions. Pursuant to a warranty, Company will not provide Services on any of the following: (i) repair or replacement of damage to or defects in the Product resulting from causes external to the Product, including disaster, fire, accident, neglect, misuse, vandalism, water, power surges, lightning, or failure of the installation site to conform to applicable specifications; or resulting from use of the Product for other than intended purposes; or use of the Company's Product with items not provided or approved by Company; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than Company employees or persons authorized by Company which are received in a non-repairable condition as reasonably determined by Company; (ii) furnishing supplies or accessories, or painting or refinishing the Product; and/or (iii) Services in connection with the relocation of the Product, any changes to the Product outside of documented applications or engineering approval by Company.

### 4. PRICES AND PAYMENT TERMS

All prices quoted by Company are firm prices and are, EXW unless otherwise specified. Any applicable duties or sales, use, excise, value added, or similar taxes will be added to the price and invoiced separately. Company will be responsible for the remittance of taxes to the appropriate taxing authorities. Unless otherwise stated, all prices are in Euro. Company will issue invoices upon the performance of Services. Buyer agrees to pay for the Services performed within thirty (30) days from the date of Company's invoice. Unless otherwise set forth in the applicable Purchase Order, interest shall be chargeable on any amounts overdue at the rate of six percent (6%) per annum above the six-month LIBOR base rate calculated from time to time. The interest period shall run from the due date for payment until receipt of the full amount by Company whether before or after judgment. Company may terminate the applicable Purchase order after three (3) months past the payment due date and claim compensation for loss as a result of such late payments.

### 5. INTELLECTUAL PROPERTY

Each party shall retain all right, title, and interest in and to, and possession of their respective pre-existing intellectual property. Furthermore, Company shall retain all right, title, and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques, and inventions developed or created by or on behalf of Company relating to Services performed under or in relation to a Purchase Order. Any intellectual property, know-how,

information, or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking below.

### 6. SHIPMENTS

All products that Services are performed thereon shall be in accordance with the delivery terms of this order. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Company ships or delivers the product erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Company's responsibility ceases upon tender of goods to Buyer, Buyer's representative, or common carrier.

### 7. TERMINATION

Company may cancel or terminate any applicable Purchase Order for Services in whole or in part for cause: (i) if Buyer fails to perform any material term or condition hereunder or under any applicable Purchase Order, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; (ii) any failure by Buyer to give any required notice; (iii) in the event that any proceedings are commenced against Buyer or if Buyer seeks protection under bankruptcy, insolvency, or other debtor's relief law; (iv) Buyer becomes insolvent or dissolves; (v) a failure by Buyer to provide adequate assurances of performance within ten (10) days after a justified demand by Company; or (vi) if Company, in good faith, believes that Buyer's prospect of performance under the Agreement or any Purchase Order is impaired. All rights and remedies of Company herein are in addition to, and shall not exclude, any rights or remedies that Company may have by law. In the event that it becomes necessary to incur any expenses for collection of any overdue amount, reasonable collection charges, including reasonable attorney's fees will be added to the balance due and Buyer shall pay all charges. 8. INDEMNITY Buyer, at its own expense, shall apply for and obtain any permits and inspections required for the installation and/or use of the Products. Company makes no promise or representation that the Services will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Company. Company will not be responsible for any losses or damages sustained by Buyer or any other person as a result of improper installation or misapplication of the Products by Buyer or its employees or agents. Buyer shall indemnify, defend and hold Company harmless from all claims, suits, losses, damages, expenses, judgments and liabilities (including reasonable attorney's fees) arising out of or in connection with any personal injury, disease or death (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, repair of the products by Buyer to the extent caused by the acts or negligence of Buyer, its employees, or agents. Company shall give Buyer prompt notice of and authority to defend or settle any such claim and shall give, at Buyer's request and expense, reasonable information, and assistance thereto. The obligations, indemnities and covenants contained in this section shall survive the consummation or termination of this applicable transaction or Purchase Order.

## 9. LIMITATIONS OF LIABILITY

Company's liability for damages, irrespective of their legal grounds, in particular due to for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this clause insofar as culpability is relevant. In this regard, Company shall be only liable

- in case of intent and gross negligence.
- in case of culpable injury to life, body or health;
- in the case of defects which Company have fraudulently concealed;
- if a guarantee Company have given is breached; or
- insofar as Company are liable due to the German Product Liability Act ("Produkthaftungsgesetz").

In the event of a culpable breach of material contractual obligations ("Wesentliche Vertragspflichten"), Company shall also be liable for slight negligence, in this case, however, limited to the reasonably foreseeable damage typical for the contract. Material contractual obligations are obligations which have to be fulfilled as a prerequisite for the proper performance of the contract and that the contractual partner relies on or may regularly rely on. The above exclusions and limitations of liability shall apply to the same extent in favor of Company executive bodies, legal representatives, employees, and other agents.

## 10. CONFIDENTIALITY

a. Confidential Information. Each party (the „Disclosing Party“) may from time to time may disclose to the other party (the „Recipient“) certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information („Confidential Information“). Company's Confidential Information includes (without limitation) the function and performance of the Company's Products or Services, these Terms and Conditions, and any other information relating to Company's Products or Services or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

b. Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms and Conditions and will disclose the Confidential Information of the Disclosing Party only to the employees of Recipient who have a need to know such Confidential Information for purposes of carrying out the purpose of the applicable Purchase Order and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

c. Exceptions. Recipient's obligations under this section with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient

without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under these Terms and Conditions in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

## 11. FORCE MAJEURE

If Company suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation ("Force Majeure Event"), the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Company will give Buyer notice in writing within a reasonable time after Company becomes aware of any such delay caused by a Force Majeure Event. If the Force Majeure Event continues for a period of more than ninety (90) days in the aggregate, Company may terminate the applicable Purchase Order by giving written notice to the Buyer, which shall be provided at least thirty (30) days prior to the effective date of such termination.

## 12. GENERAL

a. Except as otherwise set forth in these Terms and Conditions, these Terms and Conditions may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of these Terms and Conditions in any order or other written notification will be of no effect.

b. Any notices required or permitted to be given hereunder shall be in writing and sent by either a nationally recognized overnight courier, or registered or certified mail, overnight delivery or facsimile confirmed and addressed to the locations listed on the applicable Purchase Order.

c. If any provision of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, the remaining terms of these Terms and Conditions shall in no way be affected or impaired and shall remain in full force and effect.

d. Company's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Company's other rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future.

e. Buyer may not assign any or all of its rights or obligations under these Terms and Conditions or Purchase Order including by purchase, merger or operation of law, without the prior written consent of Company, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. Company may assign its rights and obligations under these Terms and Conditions without prior written consent or notice.

f. Save as expressly provided, no term or provision of these Terms and Conditions or a Purchase Order shall be enforceable by a third party.

g. The interpretation, validity and performance of these Terms and Conditions and Purchase Order issued by Company shall be governed and construed

in all respects according to the laws of the Federal Republic of Germany applicable herein, without reference to any law or rule regarding choice of applicable law and without regard to the place of execution or acceptance of these Terms and Conditions.

h. Any controversy or claim arising out of or related to the applicable purchase order or the breach thereof shall be settled by arbitration administered in the English language by the International Arbitration Laws and Regulations. Absent agreement by the Parties, the arbitration shall be administered by a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Germany, at an office designated by the International Arbitration Laws and Regulations who will conduct arbitration in accordance with the governing law of these Terms and Conditions. The award of the arbitrator shall be accompanied by a reasoned opinion. Except as provided in this section, each party shall bear its own costs and expenses and an equal share of the arbitrator's fees and administrative fees of arbitration.

Notwithstanding the foregoing, and upon a showing of the requirements necessary to sustain such relief, either Party may apply to a court of competent jurisdiction for any interim or preliminary injunctive relief (including a temporary restraining order or a preliminary injunction) that is necessary to protect the rights or property of that Party pending the appointment of an arbitrator as described in this section. The Parties agree that any fact-finding made by a court of competent jurisdiction (besides the existence of an award of interim or preliminary injunctive relief) shall not preclude the arbitrator from its own fact-finding on the merits. The Parties agree that after 30 days from the appointment of the arbitrator, the court of competent jurisdiction shall no longer have jurisdiction over any claim for any interim or preliminary injunctive relief and that either Party may file a motion to compel arbitration in accordance with this section.

i. This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of Services superseding all proposals or prior terms and conditions, agreements and communications, oral or written between the parties relating to the subject matter hereof; no course of dealing or usage of trade shall be applicable unless expressly incorporated herein. The Terms and Conditions herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by a Company officer. All transactions shall be governed solely by the terms and conditions contained herein.

Valid from June 2024