

**General Terms and Conditions for Services of
Atlas Copco EPS GmbH
Local Court of Regensburg, HRB 17988
(State: 01 October 2024)**

1. Scope

- 1.1 Orders placed with us, including orders for consulting services, service activities, repair and maintenance services and remote services, and all other services forming part of contracts for services or works as well as all business transactions with our customers in this field shall exclusively be subject to these General Terms and Conditions for Services (hereinafter referred to as “GTC Services”). These GTC Services shall also apply to future business transactions between the contract parties without any further reference to our GTC Service being necessary. They shall also be applicable if we do not explicitly refer to them in case of contracts made in future, particularly also if we make deliveries or render services without any reservation although we are aware of general terms and conditions of the customer which contradict or deviate from our GTC Services. General terms and conditions of the customer which contradict or deviate from our GTC Services shall not be accepted by us and we hereby explicitly object to general terms and conditions of the customer.
- 1.2 Our GTC shall apply towards entrepreneurs, legal entities under public law or special funds under public law according to Section 310 (1) BGB [German Civil Code] only; they shall not apply towards consumers as defined in Section 13 BGB.

2. Offers, contract conclusion, scope of services rendered, used parts

- 2.1 Offers vis-à-vis the customer shall be unbinding and must be understood as a request to submit us an offer for contract conclusion. A contract shall come into being only if we confirm the customer’s order either in writing or by electronic means or render the requested services.
- 2.2 The scope of our service duties vis-à-vis the customer shall depend upon the contents of our written order confirmation or, in the event of a service provision without reservation and without a prior issue of an order confirmation, upon the contents of the written offer submitted by the customer by additionally taking the GTC Services into due account.
- 2.3 In the event that used parts are removed within the framework of our services, the customer shall be obliged to ensure their proper disposal. Upon request, the customer shall give us evidence of such proper disposal.
- 2.4 Unless otherwise agreed upon, our offers shall exclusively be based on the information given by the customer, without having any own knowledge of the customer’s circumstances. The customer shall bear the risk that the products offered on this basis come up to its needs and requirements
- 2.5 The customer shall be responsible for its compliance with any special regulations applicable to the customer’s business or to import or export transactions and for the submission of all necessary permits; a non-issuance shall not affect the customer’s purchase commitment.

3. Time of performance

- 3.1 Periods agreed upon for service provision shall be deemed to be approximate periods only, unless a fixed-date business has explicitly been agreed upon in writing.
- 3.2 As a prerequisite for our compliance with our obligations to perform, the customer must have properly fulfilled its obligations in due time. If a down payment has been agreed upon or if the customer has to submit documents, permits or releases for enabling us to render our services, the period of performance shall start after all requirements in this respect have been met. We reserve the right to claim non-

fulfilment of the contract. Particularly, down payments agreed upon or advance payments prior to the provision of services must have been received on our account. In the event that such payments fail to have been credited to our account by the date scheduled for performance, we reserve the right to withhold execution.

- 3.3 If, nevertheless, performance periods agreed upon fail to be complied with due to a fault on our part, the customer shall, after fruitless expiry of a reasonable period of grace set by it, have the right to withdraw from the contract in writing with respect to the delayed portion of the service.
- 3.4 In the event of force majeure or other unforeseeable and extraordinary circumstances we cannot be made liable for such as, for instance, operational breakdowns due to fire, water or similar circumstances, breakdowns of production plants and machinery, exceeded delivery periods or delivery failures on the part of our suppliers as well as business interruptions due to shortage of raw material, energy or labour, strikes, lockouts, difficulties with transport capacities, traffic disruptions, pandemics, official interventions, we shall - to the extent that we are prevented from fulfilling our delivery or service duties in due time because of the aforementioned circumstances and without any fault on our part - be entitled to extend the delivery or service period for the period of the hindrance plus a reasonable start-up period. This shall also apply if we are already in delay. If these measures cause a delay of more than three months, both we and the customer shall have the right to withdraw from the contract with respect to the quantities affected by the delivery interruptions; claims for damages in this respect shall be excluded.

4. Cooperation duties

- 4.1 The customer shall be obliged to cooperate without charge to the extent that can be derived from the concluded contract or from the duties agreed upon in the statement of work. Cooperation duties may also result from the documents made available by us to the customer, including the order confirmation together with its annexes.
- 4.2 If we carry out an oil or operating material change (e.g. separating agents change) on the customer's behalf, the latter shall be obliged to ensure a proper disposal of the removed material at its own expense. This shall likewise apply to other waste materials resulting from our services.
- 4.3 Objects or places/sites of the customer at which or where we render our services for the latter must not present a health risk for our employees.
- 4.4 In addition, the customer shall provide without charge:
 - a) all necessary transport and dispatch services at the customer's business premises (particularly acceptance of deliveries, e.g. of spare parts and lubricants required for maintenance works);
 - b) the energy required for rendering our services, the required light and power current supply as well as scaffolds and lifting tools;
 - c) adequately dimensioned social rooms at the customer's business premises for the agents and employees entrusted by us with the provision of services;
 - d) appropriate materials for test applications in form of construction parts, as well as sufficient adhesives/sealants for recommissioning purposes;
 - e) sufficient non-production time and corresponding plant operators for operating purposes;
 - f) required facilities or heavy tools as well as required consumer articles and substances;
 - g) upon request: lockable, heatable and dry rooms for storing our materials, tools etc. Costs and risks connected with the custody of the respective objects shall be borne by the customer.

5. Compensation

- 5.1 The remuneration agreed upon at the time of contract conclusion, especially the compensation indicated in the order confirmation shall apply. In the event that no remuneration has explicitly been agreed upon, the compensation indicated in our price list valid at the time of contract conclusion, otherwise the usual compensation shall be applicable.
- 5.2 Any information on compensation, prices, rents and other fees shall refer to the Euro currency and shall be exclusive of VAT that shall be added at the statutory rate valid at the time being.

- 5.3 The compensation shall apply to the volume/quantity of services and deliveries indicated in the order confirmations. Additional or special services or deliveries shall be calculated separately.
- 5.4 In the event that - without any fault on our part or on the part of our employees - the period for service provision in the customer's company must be extended or services must be interrupted and restarted at a later time, the costs occurring due to such circumstances shall be borne by the customer.

6. Acceptance

- 6.1 The customer shall be obliged to accept properly provided services or works. Said acceptance shall take place by means of a signature under the corresponding minutes/report.
- 6.2 Unless otherwise agreed upon, acceptance shall take place immediately at the time agreed upon for this purpose or after we have given notice about the availability of a service or work for acceptance. The acceptance procedure shall be reduced to writing in minutes and such minutes (such as acceptance report, assembly report or commissioning report) shall be signed by both parties. Acceptance must not be refused due to defects which do not affect the functions of the service or work to a significant degree. Acceptance shall also be deemed to have taken place if the customer - contrary to its obligations - fails to accept the service or work within a period of time set forth by us.
- 6.3 Acceptance shall also be deemed to have taken place if the service or work has substantially been completed without faults and we may understand the customer's behaviour as a statement according to which the service or work rendered by us basically complies with the contract. This shall particularly apply if and when the customer makes productive use of the respective object for a considerable period of time after it has been maintained, repaired or modified by us. Acceptance shall also be deemed to have taken place in the event of a complaint-free taking over of the service or work that is in substance without defects or faults. A complaint-free taking over shall be deemed to have taken place if and when the customer does not complain about the service or work as defective or non-compliant within a period of 14 days after completion of the work and, where appropriate, handing over or delivery of the work. A complaint shall be subject to writing (letter or email). Our field employees and service team members shall not be authorised to accept notices of defects or complaints about volumes or quantities.

7. Payment, due dates, right of retention

- 7.1 Unless otherwise provided for in the order confirmation, the compensation shall become due for payment and must be paid (without any deductions) within a term of 14 days after invoice date and service provision.
- 7.2 In the event of a provision of services for new customers or in case of circumstances raising doubts with respect to the customer's creditworthiness, we reserve the right to perform against advance payment only. Partial services or works shall be invoiced after partial acceptance. If we become aware of circumstances raising doubts with respect to the customer's creditworthiness, especially in case of return debits, exceeded payment terms, dishonoured cheques, or if the customer discontinues its payments or we get knowledge of other circumstances capable to reduce the customer's creditworthiness considerably, we shall be entitled to fix a due date for the entire outstanding amount. Apart from that, such circumstances shall authorise us to make further services or works dependent upon - at our option - advance payments or a provision of securities or, after expiry of a reasonable payment period, to request damages instead of performance or withdraw from the contract.
- 7.3 With respect to the consequences of a default in payment, the statutory provisions shall apply. In case of a default in payment, granted rebates or other discounts or benefits shall become void and interest at a rate of 9 % above the respective basic interest rate (Section 247 BGB [German Civil Code]) shall be charged. We reserve the right to assert further claims for damages.
- 7.4 The customer shall be entitled to exercise offsetting or retention rights only if its counterclaims have been established with legal effect or are undisputed. Apart from that, the customer shall be entitled to exercise its right of retention only to the extent that its counterclaim and our claim are based on the same contractual relationship. In the event of defects of services or works, the customer's counter-rights, including those according to Art. 8 of these GTC, shall remain unaffected.
- 7.5 Irrespective of other provisions concerning payments, we shall be entitled to credit payments made by the customer at first to the oldest claim.

- 7.6 To the extent that we deliver spare parts or wear parts or, when rendering our services, install or incorporate spare parts or wear parts, such parts shall continue to be our property until the compensation agreed upon in this respect has been paid in full. Our reservation of title shall not be affected by an inclusion of the corresponding remuneration claim towards the customer in a running account and the recognition of a balance. Spare or wear parts forming part of our property must not be pledged or transferred as a security by the customer.

8. Rights of the customer in case of defects, title reservation

- 8.1 Defects of the service or work must be reported in writing immediately after their detection.
- 8.2 If the service or work was rendered with defects or if there exists a justified notice for defects with respect to a spare or wear part delivered or installed by us, the customer shall initially be entitled to claim subsequent performance only, and we may then decide to repair the defective part or to produce it anew or, in case of a faulty spare or wear part, to deliver a new part. If subsequent performance is finally refused or delayed beyond reasonable periods on grounds we are responsible for or if subsequent performance otherwise fails, the customer shall - at its option - be entitled to terminate the contract with respect to the respective service or work and to claim repayment of the compensation portion paid in vain or to request a reduction of the compensation for work. Unless otherwise provided for within the framework of the contract's purpose, a subsequent performance shall be deemed to have failed after the third attempt. If the customer incurs damage or needless expenses due to defective services or works, the liability of the contractor shall be limited according to Art. 9.
- 8.3 The customer's right to request subsequent performance shall be excluded in the event that, at the time of the request for subsequent performance, the work is located at another place than at the contractual place of performance or at another place than at the place of the customer's registered office. If so, the customer's rights shall be limited to the right to request reduction or to terminate the contract, unless the defective work is transported to the contractual place of performance or to the customer's registered office at its own expense and risk so that we are enabled to carry out a subsequent performance at the contractual place of performance or at the customer's registered office.
- 8.4 Apart from that, claims for defects shall not be justified in the event of an insignificant deviation from the quality agreed upon, an insignificant impairment of the usability and in case of defects arising due to an inappropriate or improper use of the work on the part of the customer, due to a faulty operation, usual wear and tear or any other improper or negligent treatment by the customer.
- 8.5 We shall not be responsible for defects or their consequences resulting from modifications, repair works or other works carried out by the customer or by third parties or caused by parts or components provided by the customer or third parties or by a local repositioning of the plant that has not been carried out by us, unless the customer is able to show that the defect is not due to such modifications, repairs or provisions.

9. Liability for damages

- 9.1 A liability on our part for damages or fruitless expenditures - for whatever legal ground - shall come into being only if the damage or the fruitless expenditures
- a) were caused by a culpable breach of a duty on our part or on the part of the persons employed by us for contract performance purposes if the very fulfilment of such duty is a prerequisite for enabling the proper implementation of the contract and the customer may regularly rely on the fulfilment of such duty (essential contractual duty), or
 - b) are due to a grossly negligent or intentional breach of duty on our part or on the part of the persons employed by us for contract performance purposes.
- 9.2 By derogation from Art. 9.1 a), we shall be liable for damage or fruitless expenditures caused by consulting and/or information services not separately charged by us only in case of an intentional or grossly negligent breach of duty, always provided that such breach of duty does not constitute a defect in quality of the goods, as defined in Section 434 BGB [German Civil Code].
- 9.3 If we are liable for an infringement of an essential contractual obligation according to Art. 9.1 lit. a) without any occurrence of intent or gross negligence, our liability for damages shall be limited to the compensation of a foreseeable damage typical for the contract. The restriction of liability according to sentence 1 shall likewise apply in case of damage caused by gross negligence or intent on the part of our employees or agents, unless they hold a position of a manager or officer of our company.

- 9.4 Apart from that, in the event of a liability for simple negligence, our liability for compensation in case of damage to property and further pecuniary losses resulting therefrom shall be limited to an amount of EUR 1.0 million per damage event and, in the aggregate, to an amount of EUR 2.0 million per calendar year, and this shall also be applicable in case of infringements of essential contractual duties.
- 9.5 The aforementioned restrictions of liability (Art. 9.1 and Art 9.4) shall not apply in the event that our liability is mandatory due to provisions set forth in the product liability act or if claims based on an infringement of life, body or health are asserted against us.
- 9.6 If our service or work fails to have a feature guaranteed by us, we shall only be liable for a damage whose absence was warranted.
- 9.7 Any further liability for damages going beyond what has been provided for in Art. 9.1 through Art. 9.6 shall - regardless of the legal nature of the asserted claim - be excluded.
- 9.8 To the extent that our liability for damages is excluded or restricted according to Art. 9.1 through Art. 9.7, this shall also be applicable with respect to the personal liability for damages of our employees, workers, staff members, representatives and person employed for contract performance purposes.

10. Period of limitation

- 10.1 Claims by the customer due to a defective work or due to services not provided by us in compliance with our duties - including claims for damages and claims for compensation of fruitless expenditures - shall become time-barred upon expiry of one year after the statutory start of the limitation period, unless otherwise provided for in Art. 10.2 and Art. 10.3. The same shall apply to claims based on defects in quality or title at spare or wear parts delivered by us or installed by us within the framework of the provision of our services.
- 10.2 In the event that we rendered consulting and/or information services - which are not separately charged by us - contrary to our obligations, but no products have been delivered in connection with such consulting or information services or the consulting or information services rendered contrary to our obligations do not constitute a defect in quality according to Section 434 BGB [German Civil Code], the customer's claims resulting therefrom shall become time-barred upon expiry of one year after the statutory start of the limitation period. Any claims asserted towards us by the customer due to an infringement of contractual, precontractual or statutory duties not constituting a defect in quality of the delivered or deliverable products according to Section 434 BGB shall also become time-barred within one year after the start of the statutory limitation period. In the event that the aforementioned breaches of duty constitute a defect in quality - as defined in Section 434 BGB - of the product delivered by us in connection with the consulting or information services, the resulting claims shall become time-barred according to the provisions set forth in Art. 10.1 and Art. 10.3.
- 10.3 The regulations in Art. 10.1 and Art. 10.2 shall not apply to the limitation period for claims based on an infringement of life, body or health. Apart from that, they shall not apply to the limitation period for claims by the customer which are based on the fact that we fraudulently concealed a defect or acted contrary to a duty either intentionally or with gross negligence. The limitation periods pursuant to Section 634a (1) no. 2 BGB [German Civil Code] (Defects at Structures or Building Material) shall also remain unaffected by Art. 10.1 and Art. 10.2. In such cases, the statutory limitation periods shall be applicable.

11. Intellectual property, rights of use and secrecy

- 11.1 We explicitly reserve our ownership rights and copyrights with respect to any and all offers, illustrations, drawings, standard sheets, data carriers, plans, sketches and other working documents handed over by us to the customer (including copies thereof, if any). Unless otherwise agreed upon, such objects shall be returned to us after complete execution of the order. Apart from that, they must not be forwarded to or disclosed towards third parties or used for any other purpose than for the purpose of the contract, unless we have given our written consent in this respect.
- 11.2 In the event that our delivery includes software, the customer shall - for its own business purposes - obtain a non-exclusive, non-transferable and non-licensable right of use for the software. Moreover, the customer shall not be entitled to disclose the software, data or information towards third parties.
- 11.3 The contract parties undertake to treat any and all objects (e.g. software, documents, information) that are legally protected or include trade or business secrets or have been described as confidential and have been made available by or received from the other contract party either prior or during contract performance with confidence also after termination of the contract, unless such objects or information

have become publicly known without any infringement of the non-disclosure duty. The contract parties shall keep and secure such objects in a way that any access by third parties is excluded.

12. Data protection

The customer is aware of the fact that we process the personal data submitted by the latter as provided for in Section 26 of the BDSG [German Federal Data Protection Act] and, particularly, that such data will be stored on data carriers. The contract parties undertake to comply with the data protection regulations applicable at the time being when implementing the contract and to ensure that their employees will also comply with them. In addition, the contract parties undertake to give evidence, upon request, of their compliance with this obligation in the form required according to statutory provisions.

13. Trade compliance

When placing its order, the customer shall be deemed to have confirmed that the order will not be used for a purpose in connection with chemical, biological or nuclear weapons or missiles capable to carry such weapons or for another purposes prohibited under applicable law. Apart from that, the customer is deemed to have confirmed its compliance with the applicable local and international external trade and customs regulations and with embargos or other sanctions, if any. The customer shall give us immediate written notice of any infringement of the aforementioned statements. We shall not be obliged to execute an order or fulfil a contract either in whole or in part or to assume liability for its non-fulfilment if and when such fulfilment is hindered by applicable local and/or international external trade and customs regulations or embargos or other sanctions. We shall be entitled to cancel an order or to terminate a contract either in total or in part with immediate effect and without any prior announcement if the execution or fulfilment is hindered by local or international external trade or customs regulations or embargos or other sanctions. The customer shall indemnify us with respect to any direct and indirect damage resulting from an infringement of the aforementioned statements.

14. Place of performance, place of jurisdiction, applicable law and miscellaneous

- 14.1 Irrespective of invoicing, the place of performance for deliveries and services of both contract parties, except for payments by the customer, shall be our delivery point in each case; place of performance for payments by the customer shall be our accounting office.
- 14.2 The exclusive place of jurisdiction for all disputes with businessmen, legal entities under public law or special assets under public law shall be the registered office of our company in Bretten. This shall also apply if the customer does not have a general place of jurisdiction in Germany. We shall, however, have the right to sue the customer at the latter's statutory place of jurisdiction.
- 14.3 All legal relationships between us and the customer shall be subject to the regulations of substantive German law in the manner they apply between two German businessmen; the provisions set forth in the Convention of the United Nations on the International Sale of Goods (CISG) shall be excluded.
- 14.4 The customer shall be liable for the tax and customs regulations to be observed by the latter. The customer shall indemnify us with respect to all disadvantages incurred by us due to an infringement of the statutory regulations.
- 14.5 To the extent that the contract or these GTC Services have regulatory gaps, such gaps shall be deemed to be filled by those legally effective regulations which would have been agreed upon by the contract parties according to the economic goals of the contract and the purpose of these GTC Services if the contract parties had they been aware of the loophole.