GEA Ireland
Standard Terms of Sale

for Machines and Plants
(Domestic and Export Business)

JULY 2026

Definitions

Term	Meaning
Acceptance Certificate	an acceptance certificate that is issued when the Scope of Supply (or section thereof, if applicable) is deemed to have passed the Acceptance Tests according to these Terms.
Acceptance Tests	acceptance tests (if any) for the Scope of Supply, as stipulated in the Contract.
Base Date	the date of the Contractor's Offer.
Change Order	a written document duly signed by a representative of Purchaser and Contractor implementing a Change Request.
Change Request	a request for a change in Contractor's Scope of Supply, including Contractor's means or methods of executing the Scope of Supply.
Changed Law	changes in or enactments of directives, laws, rules, regulations, codes or standards or new or different interpretations thereof.
Confidential Information	all information, drawings and data of any kind made available or provided by Contractor under the Contract whether orally, electronically, in writing, visually (such as through site visits, tests or audits) or otherwise, regardless of whether marked "confidential".
Connected Product	devices that collect Technical Data and transmit or are intended to transmit such data to Contractor's cloud and/or IT systems or other similar solutions.
Contract	the agreement between Purchaser and Contractor for the supply by Contractor of the Scope of Supply.
Contract Price Adjustment	has the meaning set out in Clause 2.6.
Contractor	the respective GEA company or permanent establishment of GEA with registered office in Germany issuing Contractor's Offer for the Scope of Supply to be supplied to the Purchaser or entering into the Contract with the Purchaser.
Contractor's Offer	Contractor's quotation or offer for the Scope of Supply, including any Site Services (if and to the extent explicitly included).
Contract Price	the contract price set out in the Contractor's Offer or, in case of a binding contract, in the Contract.
Costs	all costs and expenses incurred or to be incurred by Contractor, including overhead, insurance, financing costs and similar charges and a reasonable profit; when calculating Costs, the costs of the Contractor's personnel shall be based on Contractor's periodic rates as set forth in Contractor's Offer or, if not contained therein, according to its rates prevailing when the work is performed.
CRA	Regulation (EU) 2024/2847 (Cyber Resilience Act).
Data Act	Regulation (EU) 2023/2854
day	a calendar day.
Defect	a defect, including omission, at the time of delivery in the workmanship or materials of the Goods or a failure to prepare documentation or provide Site Services according to commercially reasonable skill and care.
Derived Data	data and information derived from Technical Data through analysis, sensor fusion, aggregation (provided such aggregated data does not allow for identification of the collected Technical Data), algorithms or any other form of further processing. For the avoidance of doubt: Technical Data does not include Derived Data.
Export Control Event	a situation where the Export Control Regulations may require an Export License or may cause additional costs, delay, prohibit Contractor's performance and/or render the Contract not reasonable to perform.
Export Control Regulations	all applicable national and international laws, regulations, orders, embargoes, administrative practices or resolutions that may prohibit or restrict the trade of the Goods including, but not limited to, those specified in Annex B.
Export License	license or an equivalent formal approval by the competent authorities for the supply of the Goods under this Contract which is required to be obtained by Contractor under the Export Control Regulations.
Force Majeure	acts of war or terrorism, riots, civil commotion, embargoes, export/import permit delays or refusals, epidemics, strikes, fires, delays in transport or customs clearance, earthquakes, floods, hurricanes, typhoons, storms, interruption, failure or reduction of utility services including but not limited to electricity, gas, water or telephone service, other acts of God or government or any other circumstances beyond the control of a party.
GEA Group Companies	Contractor and its affiliated companies.
GHG Protocol	the Corporate Value Chain (Scope 3) Accounting and Reporting Standard.
Goods	the plant, equipment, parts and materials to be delivered by or on behalf of the Contractor, as expressly listed in the Contractor's Offer or, in case of binding contract, the Contract.
including	including without limitation.
Incoterm	the series of pre-defined commercial terms published under the name Incoterm® by the International Chamber of Commerce (Paris) as in force at the Base Date. Any term or expression which is defined in or given a particular meaning by the provisions of an applicable Incoterm shall have the same meaning in these Terms, but if there is any conflict between the provisions of the Incoterm and these Terms, the latter shall prevail.
month	a calendar month
OS-Software	open source software contained in the Software.
Process Warranties	the warranties given by the Contractor in the Contract that the Goods will meet certain requirements in respect of process, performance or functionality provided that each such warranty is expressly set out and labelled "Process Warranty" in the Contractor's Offer or, in case of binding contract, the Contract.
Products with Digital Elements	software, hardware, or remote data processing solutions, as defined in Art. 3(1) CRA, to the extent forming part of the Scope of Supply.
Purchaser	Contractor's customer in connection with the Contract with its registered seat outside Germany.
Purchaser Scope	all works (including civil works, equipment, documentation and services) relevant to the Scope of Supply which are not expressly included in Contractor's Scope of Supply, including any works specified in these Terms or Contractor's Quotation as being the responsibility of Purchaser (including third parties for whom Purchaser is responsible).
Related Service	a digital service (including software or a cloud-based solution) that enables GEA Group Companies or authorised third parties to obtain, generate or collect Technical Data and that enables or enhances the functionality of Connected Products.

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Term	Meaning
Schedule	the time schedule for the Scope of Supply as set out in the Contractor Offer or, in case of binding contract, in the Contract, as such schedule may be modified according to Clause 6.6 of these Terms.
Scope of Supply	the Goods, documentation and services (including Site Services, if any) expressly listed as the Contractor's responsibility in the Contractor's Offer or, in case of binding contract, the Contract.
Severe Incident	an incident that negatively affects (or could affect) the protection of sensitive data or functions (availability, authenticity, integrity, confidentiality); or has led (or could lead) to malicious code introduction or execution in the Product with Digital Elements or Purchaser's network or information systems.
Site	the place at which the Scope of Supply is to be performed.
Site Services	the services provided by the Contractor at the Site, including to the extent applicable erection, commissioning and acceptance testing of the Goods or the supervision thereof, as expressly listed as the Contractor's responsibility in Contractor's Offer or, in case of binding contract, the Contract.
Software	software, programming, control systems or automation of any kind included in Contractor's Scope of Supply, including all enhancements, upgrades and related documentation that Contractor may make available in its sole discretion.
Support Period	the period specified in the Contract for the provision of security updates and vulnerability management for Products with Digital Elements or, if not specified, a period of 5 years from delivery of the relevant Products with Digital Elements.
Technical Data	raw data from Connected Products or Related Services, including relevant metadata that make the raw data usable.
Testing Protocol	has the meaning set forth in paragraph 2 of Annex A.
Terms	these Standard Terms for Export of Machines and Plants, including Annex A (where applicable).
Warranty Conditions	has the meaning set out in Clause 8.1.5.
Warranty Period	unless stated otherwise in Contractor's Offer or, as the case may be, in the Contract a fixed and non-extendable period of twelve (12) months from date of initial operation of the Goods or eighteen (18) months from readiness of delivery of the relevant Goods or service, whichever is the shorter.

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General Provisions

These Terms shall apply to and form an integral part of any Contractor's Offer and any Contract.

Any provision of the Purchaser's purchase order, offer, acceptance or other document or requirement of Purchaser which is in conflict or inconsistent with these Terms or which imposes on Contractor liabilities that are additional to or different from those set forth in the Terms, and Purchaser's terms of purchase, if any, shall not apply to the Contract and are of no force or effect.

These Terms shall prevail over any inconsistent or conflicting provision of the Contract except only where (i) the Contractor has by way of a duly signed document expressly amended a provision of these Terms and has referenced the specific provision of these Terms being amended or (ii) these Terms expressly provide for an option to deviate from the respective provision in the Contract.

1. Scope of Supply:

1.1 Contractor's works shall be limited to the Scope of Supply. The Purchaser shall be responsible for the Purchaser Scope.

1.2 Where the Scope of Supply is required to interface with other equipment of Purchaser or the Purchaser's other contractors, Purchaser shall be responsible for such interface, including its dimensions and compatibility.

2. Change Orders / Contract Execution / Documents:

2.1 Purchaser may propose Change Requests. In case of a Change Request, Contractor will notify Purchaser of how the proposed Change Request can be carried out and which modifications to the Contract (including Contract Price, Schedule, etc.) are required. If Purchaser wishes to proceed with a proposed Change Request, the Parties will endeavour to agree to a Change Order. Contractor shall have no obligation to carry out any Change Request until a written Change Order has been agreed and signed by both parties; however, if Purchaser requests that Contractor proceeds with the Change Request (without a written Change Order) and Contractor, in its sole and absolute discretion, does so, Contractor shall be entitled to reimbursement of its resulting Costs and to an extension of time for any resulting delay. Contractor may request Change Requests to be executed; the Purchaser's agreement to such Change Requests and the signing of the applicable Change Order shall not be unreasonably withheld or delayed.

2.2 Pre-delivery inspections and tests, if any, shall be stipulated in and limited to those set out in the Contract. Any pre-delivery inspections and/or tests not provided for in the Contract shall be subject to the Change Order procedure in Clause 2.1. If not stated otherwise, such pre-delivery inspections and tests shall be performed in accordance with Contractor´s standard inspection procedures.

2.3 Where Contractor issues documents for approval, these must be approved (with comments, if any) and returned to Contractor without undue delay but in any event no later than 7 days after their respective submittal; otherwise such documents will be deemed approved. Purchaser may refrain from giving its approval only if and to the extent it can show that the document in question is contrary to the requirements of the Contract.

2.4 The Contractor reserves the right to substitute items of the Scope of Supply provided that any such substitution shall be with an item of equal or better standard. Contractor may execute the Contract pursuant to its own plans, procedures, and working methods, except to the extent they conflict with any express provision of the Contract.

2.5 Purchaser shall ensure that each delivery and other activity of the Purchaser Scope is commenced, performed and completed in a timely and sufficient manner so the Contractor is able to commence,

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perform and complete its Scope of Supply (including Site Services, if any) in accordance with the Schedule and without delay, disruption, hindrance or obstruction of any kind.

2.6 Contractor reserves the right to adjust the Contract Price for any escalation in the cost of materials or any surcharge due to tax, tariff, duty or other price change in material supply that occur prior to completion of the Scope of Supply. Any Contract Price Adjustment shall be based solely on an escalation of Contractor's direct cost for material purchased to produce the Scope of Supply, equipment supplied by a subsupplier, delivery of the Scope of Supply, or otherwise to perform the Contract.

3. Site Services:

3.1 If Site Services are included in the Scope of Supply, Purchaser shall ensure that Contractor has safe and appropriate access to the Site at all times required by Contractor. Where the Contract provides for Acceptance Tests, Annex A shall apply.

3.2 In case of any Site Services to be provided by Contractor which might have interfaces with any building or other civil works not provided by the Contractor, the building or other civil works (including but not limited to the ceilings, walls, floors and related penetrations) shall be ready by such time and in such condition as may be required by the Contract and/or the Contractor in writing. Any failure by Purchaser to perform this obligation will entitle Contractor to suspend its Site Services upon written notification thereof, stating which building or other civil works are delaying, disrupting, hindering or obstructing Contractor's works.

3.3 For the purpose of the Contractor carrying out the Site Services, the Purchaser shall be responsible for providing all of the following:

(a) civil works;
(b) feed and other raw materials for making product; consumables and utilities, each in strict conformity with all requirements of the Contract and the Contractor
(c) communications connections;
(d) trained and qualified labourers, operators and other personnel required by Contractor;
(e) safe and reliable equipment to assist in the transport of the Goods at the Site, including cranes and other lifting and transport equipment (to be operated and maintained by the Purchaser's personnel);
(f) a secure lock-up dry room for keeping tools and small machine parts;
(g) security;
(h) sufficient lighting;
(i) heating or cooling of the buildings at the Site to ensure reasonable climate and required ambient conditions for performing Site Services;
(j) office space and facilities and welfare, messing, changing and washing facilities;
(k) any drawings or information which the Contractor may require for the purposes of carrying out the Site Services;
(l) special tools required for commissioning of the Goods; and / or
(m) analyses of feed, utilities and product according to the Contractor's requirements.

3.4 Under no circumstances will Contractor be responsible for the acts and/or omissions of any other contractor or person provided or made available by Purchaser or for works or any equipment supplied by them, either by way of a deemed employer or otherwise, or for their payment, welfare, provision of safety equipment or safe means of working, or for their work, productivity or workmanship. Purchaser shall be solely responsible for any failure of such persons or contractors to strictly comply with the instructions and requirements of Contractor. Purchaser shall indemnify, defend and hold Contractor harmless from any resulting claims and liability for loss or damage to any property or for personal injury or death in any way arising out of the acts or omissions of any such persons and contractors, save in each case to the extent directly caused by the negligence of Contractor.

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3.5 In the event Contractor through no fault of its own is unable to obtain, either at all or within the time required for keeping the Schedule, any required visa or work permit for the personnel to travel to the Site or to carry out the Site Services, the provisions of Clause 6.6 shall apply.

4. Payment:

4.1 Unless otherwise expressly stated in the Contract, payment of the Contract Price by the Purchaser shall be made as defined in Contractors Offer. If nothing is specified, payment shall be made according to the following:

- 30% of the Contract Price on Contract conclusion, due 14 days after Purchaser's receipt of invoice
- 70% of the Contract Price due 28 days after Purchaser's receipt of invoice as follows:
  - 40% at delivery of main parts of the Scope of Supply to Site or named location
  - 20% at completion of installation but no later than 90 days after delivery
  - 10% at completion of commissioning but no later than 180 days after delivery.

In each case, the due date for each payment shall be upon expiry of the applicable period after receipt of invoice as set out above. Without prejudice to Clause 5.1, references in this Clause 4 to the Contract Price shall include any Value Added Tax payable thereon by the Purchaser.

4.2 All payments are to be made by electronic transfer, net cash without any deduction, in EUR (Euro) unless a different currency is stated in the Contract and within 14 days of the date of receipt of Contractor's applicable invoice.

4.3 Payment shall not be deemed effected until irrevocably available funds have been received in full by Contractor in its nominated bank account.

4.4 Purchaser shall notify Contractor in writing of any objection to the validity of any invoice within 5 days of receipt, absent which the invoice shall be deemed valid and payable.

4.5 Purchaser shall have no right of set-off, abatement or right to make any form of withholding or retention against any payment of the Contract Price.

4.6 The Contractor shall have no obligation to commence any work on the Scope of Supply until the first instalment of the Contract Price has been received by the Contractor according to Clause 4.3.

4.7 If any payment is not received by the applicable due date for payment, Contractor shall be entitled to interest thereon at the rate prescribed pursuant to European Communities (Late Payment in Commercial Transactions) Regulations 2012, as amended and computed from the due date until the date of receipt of actual payment, without formal demand being made. In addition and upon 7 days' written notice to that effect, Contractor may suspend all or part of its performance under the Contract until the payment and any due interest is received in full.

4.8 In the event of any delay in the commencement of the Scope of Supply for reasons attributable in whole or in part to Purchaser and/or any suspension by Contractor pursuant to Clause 4.7 or other provision of these Terms, Clause 6.6 shall apply. If any payment has still not been received in full by Contractor 21 days after the applicable due date, then, irrespective of whether or not Contractor has commenced any portion of the Scope of Supply and/or suspended its performance, Contractor shall be entitled by written notice with immediate effect to terminate the Contract pursuant to Clause 10.3.

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4.9 Where the achievement by the Contractor of a certain milestone or activity that is necessary for the Contractor to become entitled to all or a portion of the Contract Price is delayed by the Purchaser or third persons for whom the Purchaser is responsible, then without prejudice to any other right or remedy which the Contractor may have, the Contractor shall for payment entitlement purposes be deemed to have achieved the milestone or activity by latest 14 days after the date on which it would have been achieved had there been no delay.

4.10 The due date for payment of sums payable to the Contractor under the Contract other than the Contract Price shall be 14 days after receipt by the Purchaser of the applicable Contractor's invoice and the foregoing provisions of this Clause 4 shall equally apply to such sums.

4.11 Contractor reserves the right to adjust the Contract Price for any escalation in the cost of materials (including without limitation the cost
of stainless steel, nickel and other metals) that occurs in the time period after the date of Contractor's Offer and up to the date Contractor or any affiliate of Contractor being part of GEA Group, as the case may be, orders the materials for manufacture or assembly of Scope of Supply ("Contract Price Adjustment"). Any Contract Price Adjustment shall be based solely on the escalation (if any) of Contractor's direct costs.

5. Taxes:

5.1 The Contract Price and any other amounts to be paid to Contractor are exclusive of, and Purchaser shall be responsible for, all duties, taxes (including value added, sales, use, business, excise or withholding taxes), assessments or charges of any kind, except to the extent any taxes or other charges that are assessed on the profits of Contractor or which under the applicable Incoterm relating to delivery of the Scope of Supply are payable by the Contractor.

5.2 If any duties, taxes, assessments or charges are imposed on Contractor by authorities in the country where the Scope of Supply will be installed in connection with any Site Services and/or in connection with the Contract itself, Purchaser shall reimburse Contractor all such amounts.

5.3 Where the Purchaser is obliged by applicable law to make a deduction from any payment due to the Contractor in relation to any such duties, taxes, assessments or charges, the Purchaser shall increase the payment to be made such that the net payment received by the Contractor is without any such deduction.

6. Delivery / Risk of Loss / Delays:

6.1 Contractor shall deliver the Goods according to the applicable Incoterms by the date specified in the Schedule. If no Incoterm is stipulated, delivery shall be Ex Works manufacturer plant as specified by Contractor. If no manufacturer plant is specified, then delivery shall be Ex Works Contractor's premises. In case the respective stipulated Incoterm obliges Contractor to perform any import formalities for the import into the country of delivery, Purchaser at its cost is obliged to support Contractor in any way reasonably required by Contractor. Any delay (other than a delay by Contractor) in completion of import formalities shall be an event entitling the Contractor to an extension of time and compensation of Costs according to Clause 6.6.

6.2 Transfer of risk of loss and damage to the Goods shall be in accordance with the stipulated Incoterm applicable according to the Contract. The inclusion of any Site Services within the Contractor's Scope of Supply shall not alter this transfer of risk of loss and damage and shall not create any assumption by Contractor of any form of care, custody and control over any Goods or documentation after the same has been delivered by Contractor, over any Purchaser Scope and/or the Site.

6.3 Statements of packing, measurements and gross weight are an approximate guide and not binding on Contractor.

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6.4 Contractor may deliver the Scope of Supply from multiple locations, including different countries and may use different types of transport. Partial deliveries and trans-shipments are allowed.

6.5 Upon delivery or the provision of any Scope of Supply, Purchaser will inspect the relevant Scope of Supply and promptly (but in no event more than 7 days after delivery) inform Contractor in writing of any Defect under Clause 8.1.1, to the extent such Defect would be reasonably obvious upon such an inspection. Contractor will thereupon remedy any such omission or Defect. If Purchaser fails to accept any Scope of Supply when tendered at the point of delivery, Contractor may deliver the same to a bonded warehouse, at Purchaser's cost and risk, including insurance and storage costs, and shall be deemed to have fulfilled its delivery obligations under the Contract and be entitled to payment of any amounts contingent upon delivery. Except where an Acceptance Test is stipulated and governed by Clause 8.2 or where Purchaser has given written notice pursuant to the first sentence of this Clause 6.5, the Goods, and documents included in the Scope of Supply shall be deemed accepted for all purposes at their respective delivery, and Site Services shall be deemed accepted for all purposes at their respective completion, provided such acceptance shall not be with prejudice to Purchaser's warranty entitlements under Clause 8.1 or Clause 8.2.

6.6 In case of (i) any Change Order pursuant to Clause 2.1; (ii) any suspension; (iii) exceptionally adverse climatic conditions; (iv) unforeseeable shortages in the availability of personnel or goods attributable in whole or in part to Force Majeure; (v) any delay, disruption, impediment or prevention of Contractor or any breach of contract caused by or attributable in whole or in part to Purchaser (including third parties for whom it is responsible), or (vi) any other event or circumstance for which these Terms or the Contract gives Contractor an entitlement under this Clause, Contractor shall be entitled to payment by Purchaser of its additional Costs and to an extension of time for any delay incurred

6.7 If Contractor is more than 2 weeks late in delivering the Goods according to the applicable Incoterms for reasons attributable to the fault of Contractor (and not for any reasons attributable in whole or in part to Purchaser), Purchaser shall be entitled to liquidated damages (and not a penalty) in an amount equal to 0.1% of the portion of the Contract Price attributable to the value of the delayed portion of the Goods for each full week of delay beginning from the 3rd completed week of delay, up to an overall aggregate maximum delay liquidated damages of 2.5% of the Contract Price. Such liquidated damages shall not be due where Contractor has failed to deliver only minor portions of the Goods that do not delay completion of or the intended use of the Scope of Supply. Subject to the provisions below in this Clause 6.7, payment of the liquidated damages shall constitute full and complete satisfaction of any claim of Purchaser, and Purchaser's sole and exclusive remedy, against Contractor arising from or in connection with any delay of the Contractor in connection with its Scope of Supply. The Contractor shall have no liability for delay or lateness in relation to any intermediate or other dates or milestones, and any and all other claims for delay or late performance, including any delay in meeting any intermediate or other dates or milestones, shall be excluded.

6.8 Each party shall be released from the performance of its obligations under the Contract to the extent such performance is delayed, disrupted, hindered or obstructed by Force Majeure. Contractor shall be entitled to an extension of time for any delay incurred due to Force Majeure. A party shall give written notice of the occurrence of any Force Majeure within 14 days of becoming aware of its occurrence. In case such Force Majeure delays should exceed 3 months in the aggregate, each party shall be entitled, to terminate the Contract by notice with immediate effect. In case of such termination, Contractor shall be entitled to all payments then due but unpaid on the date of termination and to all costs and expenses incurred in respect of the following (i) performing the Contract to date; (ii) ceasing its obligations under the Contract; (iii) in contemplation of carrying out all of its obligations under the Contract; (iv) demobilization; and (v) cancelling any related subcontract (including reasonable cancellation fees), and in each case to the extent not covered by the Contract Price as paid to Contractor on the date of termination. Save for the obligations under Clause 9, neither party shall have upon termination of the Contract any other or further liability or obligation to the other party under or arising out of the Contract to the maximum extent permitted by applicable law.

7. Ownership:

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7.1 Title in the Scope of Supply will transfer to Purchaser when Contractor has received payment of the Contract Price in full. This retention of title until payment in full shall not affect the passing of risk of loss or damage in the Goods or other parts of the Scope of Supply pursuant to Clause 6.2. Until payment of the Contract Price is received in full, the Scope of Supply shall not be sold, pledged or otherwise encumbered or (unless otherwise specified in the payment terms) used for commercial production without Contractor's prior written consent. Subject to the foregoing, the Contractor warrants that it can and shall pass good title to the Goods and the documentation, but subject to Clause 9, it is to provide to the Purchaser under the Contract.

8. Warranties:

8.1 Warranties regarding Goods, Documentation and Site Services:

8.1.1 Subject to the provisions of this Clause 8.1 and Clause 8.3, the Contractor warrants that the Scope of Supply shall be free of Defects. This warranty shall expire on the last day of the Warranty Period.

8.1.2 Contractor shall be responsible for remedying any Defect under Clause 8.1.1 provided that Purchaser promptly gives detailed written notice to Contractor of the Defect and in any event within 7 days of discovery and before the end of the Warranty Period.

8.1.3 To the maximum extent permitted by applicable law, the Contractor shall have no liability for any form of Defect under Clause 8.1.1, latent or otherwise, for which it received written notification after the Warranty Period. For the avoidance of doubt, the warranty period of any Scope of Supply that has been rectified by the Contractor during the Warranty Period shall expire at the expiry of the Warranty Period.

8.1.4 Where Contractor is responsible for a Defect under Clause 8.1.1, Contractor shall investigate and rectify the same as soon as reasonably practicable (taking into consideration the nature of the Defect, lead-time for replacement parts, etc.). Rectification of a Defect under Clause 8.1.1 relating to Goods included in the Scope of Supply shall be by way of repair or replacement, at the Contractor's option, of the relevant part of the Goods that is defective. Rectification of a Defect under Clause 8.1.1 relating to services (including Site Services) and documentation included in the Scope of Supply shall be by way of re-performance by Contractor of the relevant part of the service or documentation that is defective. Such rectification may include remediation implemented via a remote access solution (e.g., via an IoT edge device or IoT gateway). Contractor at its sole discretion shall be entitled to conduct at least three (3) attempts of remedial actions. Purchaser shall in each case give Contractor all necessary and safe access to and possession of the Site. Purchaser also grants Contractor the right to use any remote access capability installed by or for Contractor in relation to the Scope of Supply or installed equipment at the Site for investigating and rectifying Defects. Where Contractor fails to carry out its obligations within a reasonable time, Purchaser shall be entitled, upon giving not less than seven (7) days' prior written notice to that effect, to have the Defect in question rectified by a third party at the cost of Contractor, to the extent Contractor would have been responsible for such cost under Clause 8.1, Purchaser has reasonably mitigated its costs and Contractor has not commenced rectification within the noticed period and diligently pursued rectification thereafter. The Contractor shall have no responsibility for any such works performed by a third party. Any replacement parts shall be delivered according to the same delivery (Incoterms) terms as specified in the Contract. Purchaser shall be responsible for all labour, equipment, costs used or incurred in the disassembly, removal, transport, installation and commissioning of repaired or replaced defective parts. Contractor shall not be deemed to have breached any of its warranty obligations where it has rectified a Defect according to the foregoing. Should Purchaser disable or otherwise restrict, hinder or prevent Contractor from remotely accessing the Scope of Supply or related installed equipment at the Site, Contractor's ability to perform its warranty obligations may be impaired or delayed; any investigation or resolution of Defects by Contractor may be incomplete or inaccurate; Contractor may incur additional costs in connection with the investigation and/or the rectification of a Defect (including the incurrence of travel costs), which Contractor will be entitled to recover from Purchaser; Contractor's warranty obligations will be void insofar as Contractor's ability to discharge such obligations are materially impaired. Purchaser's obligation to reimburse such costs shall not apply to the extent that the disabling of remote access was absolutely necessary due to a verifiably acute, directly endangering IT security incident (in particular

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an active cyberattack) or an written official order by a public authority and Purchaser immediately informed Contractor of the disabling and its reasons and restored remote access without undue delay after the impediment has ceased.

8.1.5 Contractor shall not be responsible for any Defect under Clause 8.1.1 to the extent the Defect in question is caused by one or more of the following: (a) normal wear and tear of parts; (b) use of non-original spare parts; (c) use of feed, consumables or utilities not in strict conformity with the specifications stated in the Contract or in Contractor´s written manuals; (d) any failure of upstream and/or downstream equipment; (e) modifications without Contractor's express prior written consent; (f) use of corrosive or abrasive substances; (g) the storage, handling, use, operation or maintenance of any part of the Scope of Supply which is not in strict conformity with good engineering practice, the Contract or any written requirements of the Contractor, including any failure to comply with Contractor's written manuals and instructions and Purchaser's own quality assurance requirements; (h) information, services, personnel, equipment or other items supplied by or for Purchaser; (i) failure to permit Contractor to perform Acceptance Tests, and/or Site Services; and/or (j) other conditions or circumstances not due to the fault of Contractor.

8.1.6 If the Contract provides for Acceptance Tests for purposes other than those stipulated in Clause 8.2, such tests shall be performed to verify whether the Goods are free of material Defects under the warranty stated in Clause 8.1.1. In such case, these Acceptance Tests will be subject to the provisions of paragraphs 1, 2 and 4 of Annex A. Contractor's obligations in respect of these Acceptance Tests will be discharged in full and Purchaser shall be deemed for all purposes to have accepted the Scope of Supply upon the earliest of: (i) Purchaser takes the Goods into use; (ii) the Acceptance Tests have not been held or passed for reasons attributable in whole or in part to Purchaser within 1 month from completion of commissioning, 3 months from completion of installation or 4 months from readiness of delivery of the main Goods, whichever is earliest; or (iii) a material Defect is identified during the tests and Contractor has rectified the Defect according to the provisions of Clause 8.1.4.

8.2 **Process Warranties:**

8.2.1 Subject to the provisions of this Clause 8.2, Clause 8.3 and Annex A, the Contractor warrants that the Goods will meet the Process Warranties (if any). This warranty expires when the Process Warranties are discharged according to paragraph 3 of Annex A.

8.2.2 Technical figures, data and other descriptions of any kind concerning or relating to the process, performance or functionality of the Scope of Supply, including its individual parts, which are not expressly and specifically labelled "Process Warranty" shall not constitute a Process Warranty as that term is used in these Terms. Such figures, data and descriptions shall be indicative only and non-binding.

8.2.3 All Process Warranties, if any, are subject to: i) a steady and constant stream of feed, materials and utilities in strict conformity with the specifications stated in the Contract; ii) the furnishing by Purchaser of trained, qualified and sufficient personnel as required by Contractor during the Acceptance Tests; iii) Contractor is given access to all operating and maintenance records and data and Purchaser undertakes all analyses of product, utilities and feed as required by Contractor in writing; iv) Contractor has no objections against the performance of the Acceptance Tests; v) any Warranty Conditions to the extent not stated in the foregoing; and vi) the conditions and other provisions of Annex A.

8.3 **Disclaimer and Limitations:**

Contractor hereby excludes and disclaims to the fullest extent permitted by applicable law, all conditions, warranties and stipulations, express (other than those expressly set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of Purchaser, including without limitation any warranties as to fitness for purpose or merchantability.

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Process or performance warranties, if any, must be expressly set out, stated and identified as such in the Contract as “Performance Warranties” and any such Performance Warranties shall be subject to provisions of Annex A. Any failure to meet the Performance Warranties are exclusively dealt with in Annex A and shall not be a Defect under this Clause 8.

9. Confidentiality and IP; Software; Technical Data and Smart Equipment:

9.1 Each party shall at all times during the term of a Contract and for a period of two years after its expiry or termination treat all Confidential Information as private and confidential and each party reserves all rights in its Confidential Information. The following information is excluded, however, and not considered Confidential Information (without prejudice to any existing copyright protection): the sale of the Goods from Contractor to Purchaser and (except as may be otherwise separately agreed in writing) any offer of Contractor (however excluding price and other commercial provisions), the Goods and/or processes supplied by Contractor, operating manuals, training documents(s) and product brochures and delivery and/or acceptance certificates. A party shall not publish or disclose the other party’s Confidential Information or any particulars thereof (except to its and its affiliates’ officers, directors and employees as reasonably required in connection with the performance of the Contract, and/or as required by the rules of a governmental authority, public stock exchange or by applicable law), without the previous written consent of the other party. Nothing in this Clause 9 shall prevent the publication or disclosure of any Confidential Information which either has come within the public domain otherwise than by breach of this provision or was already in the possession of the other party with a right to disclose and use such information. Further, nothing herein shall limit Purchaser to sell the Goods together with any documentation related to the Goods (other than Confidential Information) to third parties.

9.2 Any disclosure of Confidential Information for the purposes of the Contract shall be made against an undertaking of non-use and confidentiality from the disclosing party on terms at least as stringent as set out in this Clause 9. In respect of any disclosure required by a governmental authority or stock exchange or by applicable law, the disclosing party shall disclose only that portion of the Confidential Information it is legally required to disclose and to exercise all reasonable efforts to obtain confidential treatment for such Confidential Information.

9.3 The intellectual property rights in any Goods, Site Services, document, Confidential Information or other information given or made available (by visual inspection or otherwise) to Purchaser under the Contract or applied to and embodied in the Scope of Supply shall remain the exclusive property of Contractor (or its subcontractors).

9.4 Subject to the receipt of payment of the Contract Price in full by Contractor, Purchaser shall have a non-exclusive, non-transferable and royalty free license to use the intellectual property rights in the Scope of Supply and any Confidential Information provided by Contractor for the sole purpose of operating and maintaining the Goods provided under the Contract and strictly for the application and use set out in the Contract, subject at all times to subsisting third party rights and the obligation of confidentiality. The Purchaser may transfer the said license granted by the Contractor to use the intellectual property rights in the Scope of Supply only together with the title in the Scope of Supply, and upon the same terms as set out herein.

9.5 Contractor shall not be liable to Purchaser for the infringement of any third party intellectual property rights under or arising out of the above license if the claim is based on or relates to: (i) the interconnection, combination or use of the Scope of Supply with equipment, services, systems or software not supplied by Contractor; (ii) specifications, including designs and instructions, prepared by the Purchaser or third parties on its behalf; (iii) modification of the Scope of Supply without Contractor’s prior written consent; (iv) any process, method, product or by product process patent claim; (v) the use of the Scope of Supply as part of a Purchaser process, including any product thereby produced or processed; (vi) any patent issued outside the country where Contractor has its registered offices; or (vii) any patents owned or acquired by Purchaser or by any holding company and subsidiary of Purchaser. In each such case, Purchaser shall be fully responsible for such claim and pay any costs incurred by Contractor.

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9.6 Insofar as Software is included in Contractor's Scope of Supply, Contractor grants Purchaser upon receipt of the full Contract Price a non-exclusive, non-transferable license to use the Software solely for operating the Goods for the purposes and within the requirements stated in Contractor's Offer.

9.7 Contractor warrants for a period of one year after the date the Software is shipped or otherwise first made available to Purchaser that the Software, when properly installed and used in conformity with the Contract, will function substantially in accordance with the software specifications (if any) stated in Contractor's Offer. If Purchaser discovers a nonconformity and provides Contractor promptly with a detailed written notice within the warranty period, Contractor will use commercially reasonable efforts to correct the nonconformity by, at its option, providing a suitable fix, patch or workaround, or making available corrected or replacement Software. Contractor will have no obligation under this warranty in case of improper installation or any modification not authorized in writing by Contractor, nor for nonconformities arising from Purchaser-supplied software or interfacing. Contractor has no obligation to provide any maintenance, enhancements, or upgrades unless required for defect rectification. Contractor does not warrant that the Software meets Purchaser's or any third parties' specific data protection, cybersecurity, IT security, operational resilience or regulatory requirements, except to the extent such requirements are expressly agreed in Contractor's Offer or are mandatory requirements applicable to Contractor under the CRA. Purchaser remains solely responsible for assessing whether the Software is suitable for Purchaser's IT environment, security architecture and regulatory obligations.

9.8 As between the Parties, Contractor retains all intellectual property rights in the Software. The Software may not be sold or otherwise transferred to any third party without Contractor's prior written consent, except that the Software (and the license granted herein) may be transferred to persons who have acquired the Goods. Purchaser shall not reverse engineer, modify or decompile the Software. To the extent the Software contains OS-Software, Contractor makes the OS-Software available on the basis of the applicable OS-Software license terms, which will govern Purchaser's use exclusively. To the extent permitted by law, Purchaser's rights and remedies in respect of the Software are stated exclusively in this Clause.

9.9 Contractor annually publicly discloses its audited greenhouse gas emissions according to the GHG protocol. In order to increase the accuracy of its reporting on the use phase of its sold products (Scope 3.11 greenhouse gas emissions), Contractor is interested in its customers' specific energy grid mix. Thus, Purchaser shall disclose towards Contractor the specific energy grid mix, i.e. the share of renewable energy used to power the specific sold product, to the extent such information is collected and tracked. Purchaser shall provide the required information and shall agree, that Contractor may utilize this information in an aggregated form for its annual sustainability reporting and auditing. Apart from that, this information will be kept confidential.

9.10 Data Act:

To the extent the Data Act applies to this Contract, the following shall apply:

9.10.1 Where Contractor provides a Connected Product or a Related Service, GEA Group Companies shall have a perpetual, worldwide, non-exclusive, transferable, sub-licensable and royalty-free right to use the Technical Data transmitted to the GEA Cloud for the following purposes: (a) fulfilment of contractual obligations and warranties; (b) troubleshooting, monitoring and improvement of the Scope of Supply and related equipment; (c) provision of product support and updates; (d) development and optimisation of equipment, Software and services; (e) creation of algorithms, AI solutions and statistical analyses; (f) support of marketing and sales; and (g) generation and commercial use of Derived Data, including making such data available to third parties.

9.10.2 GEA Group Companies retain exclusive rights in all Derived Data. Purchaser may use Derived Data received via Connected Products or Related Services solely for operating and maintaining the Scope of Supply and auxiliary equipment. Any further use requires Contractor's prior written consent.

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9.10.3 Purchaser shall: (i) transmit Technical Data to the GEA Cloud to the extent required or appropriate for Contractor to discharge its warranty, service and other obligations; (ii) upon request enable secure access to the Scope of Supply and its Technical Data for Contractor to provide, at its discretion, updates to installed automation, software and control systems; (iii) permit or establish the connection of the Scope of Supply with Contractor's cloud or IT systems; and (iv) ensure that the internet connection by remote access and at the Site meets such requirements (e.g. configuration, security etc.) as may be specified by Contractor from time to time or as recommended or required by applicable regulations or standards.

9.10.4 Nothing in these clauses obligates Contractor to provide digital solutions, but Contractor may separately offer digital solutions during and after the Warranty Period. This clause does not result in Contractor assuming any warranty or similar obligation in respect of Technical Data or Derived Data. Contractor may delete Technical Data at its discretion in accordance with applicable laws.

9.10.5 Unless and to the extent required by applicable law, Contractor and/or its affiliated companies are not obliged to provide access to Technical Data where such data would: (x) disclose trade secrets; (y) compromise security; or (z) result in the disclosure of data relating to the testing of new products, substances or processes not yet placed on the market.

9.11 CRA:

To the extent the CRA applies to this Contract, the following shall apply:

9.11.1 Contractor shall comply with applicable requirements of the CRA for Products with Digital Elements. Capitalised terms are either defined in these Terms or the CRA. The Support Period applies notwithstanding Clause 10.7 of these Terms.

9.11.2 For Products with Digital Elements developed, manufactured, or marketed under Contractor's name or trademark, Contractor shall: (a) design and develop products in accordance with essential cybersecurity requirements (Part I, Annex I CRA), except secure-by-default configuration for tailor-made products; (b) handle vulnerabilities effectively during the Support Period in accordance with Part II, Annex I CRA, including security updates – additional charges may apply for tailor-made products; (c) provide information and instructions per Annex II CRA, available for 10 years or the Support Period (whichever is longer); (d) comply with importer obligations (Art. 19 CRA) for first-time Union market products bearing non-Union trademarks; (e) comply with distributor obligations (Art. 20 CRA) for products bearing third-party trademarks where properties remain unaffected. Contractor does not warrant that the Products with Digital Elements meet Purchaser's data protection or IT security requirements exceeding the cybersecurity requirements set out in Annex I CRA.

9.11.3 Purchaser shall notify Contractor of actively exploited vulnerabilities or Severe Incidents within 24 hours of awareness. Such notifications must be sent to security@gea.com. Upon Contractor's written request, Purchaser shall provide: (i) vulnerability/incident description with severity and impact, (ii) malicious actor or threat type information, (iii) applied and ongoing mitigation measures.

10. Remedies and Limitations of Liability:

10.1 Reasons for Termination:

10.1.1 A party may terminate the Contract by giving written notice thereof to the other party if: (i) a provision of these Terms gives the party an express entitlement to terminate the Contract, (ii) the other party becomes the subject of liquidation, bankruptcy or other insolvency proceedings, has a receiver appointed over any of its assets or undertakings, makes any arrangement or composition with its creditors, (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction) or is the subject of any similar arrangement, event or proceedings. "Insolvency" shall include the granting of an order by a court for the winding up or examinership of either party in accordance with the Companies Act 2014 (as amended).

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10.2 **Termination by Purchaser:**

10.2.1 Where Purchaser has a valid right to terminate the Contract pursuant to Clause 10.1.1, arising out of the third paragraph in Clause 6.7 or for common law repudiatory breach, the liability of Contractor to Purchaser upon such termination shall be to pay either the reasonable additional costs in excess of the Contract Price that are required to complete the Scope of Supply itself or using others, or to buy alternative equipment from others of substantially similar performance and capacity as the Scope of Supply, and including related services similar to the Site Services (if applicable), and to the express exclusion of any liability on the part of Contractor for any other form of cost, loss or damage whatsoever to the maximum extent permitted by applicable law.

10.2.2 Contractor shall have no liability for any other cost and expense, loss or damages howsoever incurred by Purchaser and, save for the obligations under Clause 9 and Clause 10.2.1 above, neither party shall have any further liability or obligation to the other party under or arising out of the Contract, to the maximum extent permitted by applicable law.

10.2.3 In case expressly stated in the Contract that Purchaser may be entitled to terminate the Contract for convenience and where Purchaser exercises such right the Contractor shall be entitled to compensation as if the Contract had been terminated due to an event of Force Majeure according to Clause 6.8 above save that Contractor shall also be entitled to payment of the full profit that the Contractor expected under the Contract.

10.3 **Termination by Contractor:**

Where Contractor has a valid right to terminate the Contract pursuant to Clause 10.1.1 or for common law repudiatory breach, the

Contractor shall upon such termination be entitled to compensation as if the Contract had been terminated due to an event of Force Majeure according to Clause 6.8 above save that Contractor shall also be entitled to payment in full of the profit that the Contractor expected under the Contract.

10.4 **Exclusive Remedies:**

To the maximum extent permitted by the applicable law, Purchaser's rights and remedies as expressly stated in the Contract (whether by way of damages, payment or reimbursement of costs, liquidated damages, Contract Price reduction or repayment, make good or remediation, termination or otherwise) shall be its sole and exclusive rights and remedies regardless of the events, circumstances or theory on which a claim may be based, including termination, breach of contract or statutory duty, negligence or other tort, strict liability, indemnity, abatement, make good obligation or otherwise.

10.5 **Exclusion of Certain Damages:**

Notwithstanding any other provision to the contrary, except only:

(A) To the extent of any liability for the payment of liquidated damages and or as the case may be of any Contract Price reduction is provided for in the Contract;
(B) Contractor's liability to pay those costs specifically identified and allocated to it under Clause 8.1.4 and 10.2.1, and
(C) To the extent the exclusion of Contractor's liability is prohibited by applicable law (in which circumstances Contactor's liability shall
be limited to the extent permitted by applicable law),

Contractor shall in no case whatsoever be liable for any loss of revenues or profits, loss of opportunity, production or contracts, loss of use, standby costs, loss of or damage to feed, raw materials, utilities or product, plant downtime or delays, loss of goodwill, liquidated damages or

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penalties imposed on Purchaser by its customers or third parties, Purchaser's contractual liability towards any third party, recall costs, any damages, fines or penalties payable by Purchaser, or otherwise for any financial or economic losses or damages, and in each case irrespective whether the losses or damages are deemed to be direct, consequential, indirect or otherwise, or for any consequential, indirect, special, incidental, losses or damages howsoever caused or arising, or by way of abatement.

10.6 **Maximum Aggregate Liability:**

Notwithstanding any other provision to the contrary, except only to the extent the exclusion or limitation of Contractor's liability is prohibited by applicable law (in which circumstances Contractor's liability shall be limited to the extent permitted by applicable law), Contractor's maximum aggregate liability to Purchaser under or in connection with the Contract shall in no case exceed in the aggregate 50% of the Contract Price as received by the Contractor, irrespective whether such liability arises by way of breach of contract (including termination) or of statutory duty, negligence or other tort, strict liability, indemnity, Contract Price reduction or repayment, abatement, make good obligation or otherwise.

10.7 The expiry of the Warranty Period shall, to the maximum extent permitted by applicable law and save only as set out in the last sentence below, constitute conclusive evidence for all purposes and in all proceedings whatsoever between the parties that Contractor has completed its obligations under or arising out of the Contract and performed the Scope of Supply and made good all Defects therein in accordance with its obligations under the Contract. After the expiry of the Warranty Period, all claims of any nature whatsoever the Purchaser may have against Contractor, whether known or not, under or arising out of the Contract and the use of the Scope of Supply, and any right, cause of action and or remedy shall be deemed to be barred and extinguished. Provided always that this provision shall not apply in case of fraud, personal injury, death or to the extent any proceedings were commenced and served in writing on the Contractor within the Warranty Period. The provisions of this Clause 10.7 shall not apply to Clause 9.4.

11. Directives / Changed Laws / Permits / Safety:

11.1 The Goods shall comply with governmental directives, laws, rules, regulations, codes and standards, if any, that are expressly stated in the Contract, as the same are in effect on the Base Date. If after the Base Date any Changed Law affects the Scope of Supply and/or the Contractor's means or manner of executing its works and which the Contractor is required by such Changed Law to comply with and implement, Contractor shall be entitled to an equitable adjustment, including the relief set out in Clause 6.6. Contractor shall have no responsibility for compliance with any emission, discharge or other environmental requirements, except to the extent set out in any Process Warranties. The Contractor shall have no responsibility for any other Changed Law.

11.2 Purchaser shall be responsible for (i) all permissions, consents and permits in connection with the Site, and with owning, erecting, testing, commissioning, operating and maintaining the Scope of Supply and any related equipment, plant, facilities or utilities, and for the performance of the Site Services (if applicable); (ii) maintaining the Site in a safe working condition and as a safe place of work for all personnel at the Site at any time, providing safe means of access to the Scope of Supply at all times, conducting all activities on the Site in a safe manner and as prescribed by applicable directives, laws, rules, regulations, codes and standards and as set forth in the operating and maintenance manuals and instruction sheets furnished by Contractor; (iii) not removing or modifying any safety device, guard or warning sign provided as part of the Scope of Supply. If the Purchaser fails to strictly observe any of the obligations in this Clause, Purchaser shall indemnify, defend and hold Contractor harmless from any resulting claims and liability arising out of loss or damage to any property or out of personal injury or death, save to the extent directly caused by the negligence or wilful act of Contractor.

12. Amendment to the Contract:

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12.1 Subject to Clause 2.1, no change in, addition to, or waiver of the provisions of the Contract shall be binding upon Contractor or Purchaser, unless contained within an identified written formal amendment to the Contract and signed by both parties.

13. Export Control:

13.1 Purchaser acknowledges that the Scope of Supply to be provided by Contractor is or may be controlled by Export Control Regulations which may result in an Export Control Event. In case of an Export Control Event Contractor shall be entitled to all additional Costs which may be needed for Contractor to fulfil its obligations under the Contract, including Costs needed to obtain an Export License, together with an extension of time for any delay thereby incurred. Purchaser agrees to provide to Contractor with undue delay all necessary information that may be requested to obtain an Export Licence, such as end-user certificates. Contractor will inform Purchaser about material delay to obtain an Export License, a revoked license or any prohibition to execute the Contract with undue delay.

13.2 If an Export License is denied or revoked or if an embargo prohibits the execution of the Contract or if any other Export Control Event will hinder Contractor to fulfil one or more of its contractual obligations Contractor shall be excused from the performance of its obligations under the Contract, with immediate effect. This shall, without limitation, also apply in case that Contractor may be hindered to fulfil its contractual obligations due to the fact that any of Contractor´s suppliers or subcontractors are hindered by an Export Control Event to supply the Scope of Supply or parts thereof all or in part. In any case Contractor shall not be liable or accountable to Purchaser for any claims for delay, loss or damage in connection with an Export Control Event.

13.3 Subject to Clause 13.2, if Contractor gives notice to Purchaser that its performance of the Contract will be hindered by Export Control Regulations and/or Export License or embargos, each party shall be entitled to terminate the Contract, by giving one week prior written notice. In the event of such termination Contractor shall be entitled to compensation as if the Contract had been terminated due to an event of Force Majeure according to Clause 6.8 above save that Contractor shall also be entitled to payment in full of the profit that the Contractor expected under the Contract.

13.4 Purchaser shall implement and follow all necessary procedures to comply with Export Control Regulations related to the Scope of Supply
to be provided by Contractor and guarantees not to engage in any activity which it or Contractor reasonably believes could be subject to civil, criminal or administrative liability, including but not limited to the sale, lease, transfer, or sublicensing of any part of the Scope of Supply without appropriate authorization. Purchaser shall indemnify and hold harmless Contractor from and against any claim, proceeding action, fine, cost, loss and damage arising from or related to the breach of this Clause 13.4.

14. Data Processing:

14.1 Contractor processes personal data of Purchaser's contact persons (in particular name, title, position, business contact details, order and issue history) for the following purposes and on the following legal bases: (1) performance and administration of the Contract (Art. 6(1)(b) GDPR / Art. 31(1) Swiss FADP, as applicable); (2) management of the business relationship, including through a CRM system (Art. 6(1)(f) GDPR / Art. 31(1) Swiss FADP – legitimate interest in efficient customer relationship management); (3) information about further goods and services (Art. 6(1)(f) GDPR / Art. 31(1) Swiss FADP – legitimate interest in direct marketing); Purchaser may object to processing for marketing purposes at any time. Contractor may process the data through affiliated companies or external processors. To the extent data is transferred to countries outside the EU/EEA or Switzerland, Contractor shall ensure appropriate safeguards pursuant to Art. 46 GDPR or Art. 16 Swiss FADP, as applicable. Contractor will retain personal data for as long as reasonably necessary for the purposes described above and thereafter only for the duration of applicable statutory limitation, retention or documentation periods. Contractor may retain data for longer where this is necessary for the establishment, exercise or defence of legal claims. Purchaser shall ensure that the relevant contact persons are informed about the data processing in accordance with Art. 13 or 14 GDPR or Art. 19 Swiss FADP, as applicable.

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15. Miscellaneous:

15.1 If any provision of the Contract is determined to be invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions and the parties will substitute the invalid or unenforceable provision by a valid provision that achieves as closely as possible the same economic effect.

15.2 Any Clause or paragraph headings or other headings appearing in the Terms are for reference only and shall not affect the construction of those Clauses or paragraphs. Words importing the singular shall include the plural and vice versa where the context requires.

15.3 Any reference to a statute or to regulations (whether or not specifically named herein) shall, but without prejudice to Clause 11 above, include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bylaws, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

15.4 All communications, verbal or written, notices, documents and drawings given by one party to the other or exchanged or made available between the parties and including in the course of any Site related activities where applicable, shall be in English Language in a fluent, correct and intelligible manner.

15.5 The Contract shall not be construed or interpreted against or to the disadvantage of either Purchaser or Contractor whether on the grounds that the Contract represents Purchaser's or Contractor's standard or customary terms and conditions of business and /or that the Contract and or any particular recital, article, clause and or annex or appendix thereof may have originated from Purchaser or Contractor or other similar grounds.

15.6 The Contract sets forth the entire agreement between Contractor and Purchaser with respect to the subject matter thereof and supersedes any previous agreement or arrangement between the parties. Except to the extent expressly and specifically set forth in the Contract, all oral representations, warranties, undertakings and other statements of any kind and all documents given or exchanged on or prior to the date of Contract (including any brochures or sales material of Contractor) are expressly excluded and disclaimed by Contractor. Purchaser acknowledges that it has not relied on and is not relying on any such representations, warranties, undertakings, statements or documents when entering into the Contract.

15.7 Without affecting the Purchaser's right to transfer the licence under Clause 9.4, the Contract may not be assigned in any manner by either party without the other party's prior written consent, but this shall not require Contractor to obtain any consent, or otherwise limit its entitlement, to subcontract any part or parts of its obligations under the Contract as it may see fit.

15.8 Purchaser shall ensure that Contractor and its subcontractors carrying out the Site Services (if applicable) are covered under an all-risk insurance policy applicable to the Scope of Supply and the Site. Such cover shall be primary and name Contractor as an additional insured. Contractor shall be entitled upon request to a copy of the policy in question. The deductible, if any, shall be at Purchaser's cost.

15.9 Without prejudice to the requirement of each party to comply with applicable law, each party warrants that it has and will comply with the requirements of the Equal Status Acts 2000 to 2018 and Anti-Bribery Laws to the full extent required by each of those laws or by similar legislation in any other jurisdiction applicable to a party (the "Acts"). Any material breach by either party of the Acts which affects the performance of the Contract by either party or which may give rise to a liability on the other party for that material breach, shall be deemed to be a breach of a condition of the Contract.

15.10 Contractor shall be entitled to payment of any additional Costs it incurs or is likely to incur and to an extension of time as the case may be for any delay it incurs or is likely to incur as a result of any form

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of change in applicable law, any introduction of any new taxes, new duties, or additional exposure to any existing taxes, duties or tariffs, in each case due to the change in the membership status of the United Kingdom following service of notice on the European Council by the UK Government of its decision under Article 50 of the Treaty on European Union to withdraw from membership of the European Union, and/or as a consequence of any withdrawal agreement subsequently reached between the UK Government and the European Union.

15.11 Purchaser acknowledges that it may be unlawful to induce any employee of Contractor to breach its contract of employment and that any such unlawful act shall constitute an express ground for Contractor to terminate the Contract under Clause 10.3.

15.12 Contractor shall be entitled to payment of any additional Costs it incurs or is likely to incur and to an extension of time as the case may be for any delay it incurs or is likely to incur arising from or associated with the COVID-19 pandemic, including but not limited to any mandatory shutdown or other disruption of Contractor's manufacturing facility or Purchaser's site by (a) the Irish government or competent devolved administrations of Ireland , or (b) any preventative action taken independently by the Contractor or Purchaser to reduce or minimise the impact of COVID-19 on its personnel and/or business operations, so as to render it impossible or more difficult for the Contractor to carry out the manufacture of its equipment; transport and deliver the equipment to the Purchaser's site, c) install and commission the equipment at the site or d) carry out the performance tests at the site, or otherwise perform its obligations under the Contract

15.13 Unless otherwise expressly agreed, the Purchaser acknowledges and agrees that the Contractor shall be neither the Principal Contractor
nor Principal Designer under the Construction (Design and Management) Regulations (CDM 2015). The Contractor shall nevertheless be classed as the Duty Holder performing the following roles; (a) "Designer"; when preparing designs, the Contractor shall eliminate, reduce or control foreseeable risks that may arise within the Scope of Supply, and (b) "Contractor": the Contractor shall plan, manage and monitor construction work under its control (if any) so it is carried out without risks to health and safety, and if required will comply with directions given by the Principal Designer or Principal Contractor.

16. <u>Governing Law; Disputes</u>:

16.1 This Contract, including any non contractual obligations arising out of or in connection with this Contract, shall be governed by and construed in accordance with the Laws of Ireland, to the exclusion of its provisions on the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

16.2 The parties to this Contract agree that that any claim, dispute or difference of whatever nature arising under, out of or in connection with this Contract, including any question regarding its existence, validity or termination, a ("Dispute"), shall be referred to and finally settled by arbitration in accordance with the Rules of the London Court of International Arbitration ("LCIA") (the "Rules") as in force on the date the Dispute is first referred to arbitration under this provision, which Rules shall be deemed incorporated into this provision, by one or more arbitrators appointed in accordance with the Rules. The seat and venue of arbitration shall be London, England and the language of arbitration shall be English.

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ANNEX A
ACCEPTANCE TESTS AND PROCESS WARRANTIES

1. **Acceptance Tests / Conditions**: If not otherwise stated in the Contract, Acceptance Tests will be conducted promptly after the Goods have been commissioned (except for measures that the Contractor determines do not impede the performance of the Acceptance Tests) and the Goods have, in the reasonable opinion of Contractor, achieved stable operation. Acceptance Tests shall be conducted with such trained and qualified personnel of Purchaser as are required by Contractor. In addition to any other obligations it has under the Contract, Purchaser shall ensure during the Acceptance Tests that (i) all feed and utilities conform strictly to the specifications of the Contract (or if no such specifications are stated, according to the Testing Protocol provided by Contractor pursuant to paragraph 2 below, (ii) all analyses of the feed, utilities and product are timely provided as required by the Contractor and (iii) that all upstream and downstream equipment from the Goods operates properly. Unless otherwise specified in the Contract or the Testing Protocol, the party that will be responsible for conducting the Acceptance Tests will give at least 14 days' advance written notice to the other of the period in which the Acceptance Tests shall commence. Where the Acceptance Tests are not supervised or conducted by Contractor, Purchaser shall allow Contractor to attend and witness the Acceptance Tests and Contractor shall be entitled to a copy of all related inspection reports and records.

2. **Testing Protocol**: Except to the extent detailed in the Contract, the procedures and requirements for the Acceptance Tests shall be in accordance with Contractor´s standard test procedures and requirements. These procedures and requirements, as adapted to the Scope of Supply and the Contract, shall be provided by Contractor to Purchaser in the form of a "Testing Protocol" latest 30 days prior to the expected start of any Acceptance Tests. The Testing Protocol will specify, among other things, any pre-conditions, any Process Warranties not previously discharged and the subject of the Acceptance Tests, length of the relevant Acceptance Tests, measurement tolerances and the procedures and methods for conducting the Acceptance Tests.

3. **Plant Acceptance**: The Process Warranties and Contractor's obligations in respect of any Acceptance Tests shall be discharged in full and Purchaser shall be deemed for all purposes to have accepted the Scope of Supply if any one or more of the following applies:

(i) the Goods have on average performed in accordance with the Process Warranties or, if no Process Warranties have been given, no material Defects in the Goods have been identified during the Acceptance Tests; or
(ii) any part of the Goods is taken into use by Purchaser prior to completion of the Acceptance Tests (provided that sale by Purchaser of product produced under Contractor's supervision according to the Testing Protocol shall not constitute such use for purposes of this provision); or
(iii) the Goods have not passed the Acceptance Tests for reasons attributable in whole or in part to Purchaser within 1 month from completion of commissioning, 3 months from completion of installation or 4 months from readiness of delivery of the main Goods, whichever is the earliest; or
(iv) Contractor has paid any liquidated damages or price reduction as may be applicable to the Process Warranties under paragraph 5 below of this Annex.

4. **Acceptance Certificate**: When the Scope of Supply (or section thereof, if applicable) is deemed to have passed the Acceptance Tests according to paragraph 3 above, Contractor shall submit to Purchaser and Purchaser shall immediately sign an acceptance certificate for the Scope of Supply ("Acceptance Certificate"). The Acceptance Certificate shall state the date when the Performance Tests were deemed to have been passed.

Purchaser shall not be entitled to delay or refuse to issue the Acceptance Certificate due to the existence of defects or omissions that do not adversely and materially affect the operation of the Goods; such defects and omissions shall be noted by Purchaser on the Acceptance Certificate and are to be completed by Contractor as soon as reasonably practical, but without in any way affecting the validity or effect of the Acceptance Certificate.

If Purchaser fails to issue the Acceptance Certificate within 14 days of when Purchaser is obliged to do so under this paragraph 4, Purchaser shall be nonetheless deemed to have issued the Acceptance Certificate

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effective as of the date when the Scope of Supply is deemed to have passed the Performance Tests under paragraph 3 above without any conditions or qualifications.

Purchaser may take the Scope of Supply (or relevant section) into use only after issuance of an Acceptance Certificate. On the issuance or deemed issuance of the Acceptance Certificate, Purchaser shall perform all its obligations, including payment, which then become due.

5. **Failure to pass the Acceptance Tests**: If during the Acceptance Tests the Goods fail to achieve the Process Warranties, Contractor shall as soon as possible investigate the reasons for such failure and inform Purchaser of the results of its investigation. Purchaser shall, at its cost, fully co-operate with Contractor in such investigation and shall provide Contractor with all access, resources, information and documentation required by Contractor to determine the cause of the failure. If it is determined that the cause of such failure is due to reasons attributable to the fault of the Contractor (and not to any fault attributable in whole or in part to the Purchaser), Contractor shall without delay and at its own cost undertake all reasonable actions to remedy the cause of the failure and, unless the failure was insignificant, the relevant part of the Acceptance Tests shall be repeated.

If, notwithstanding such efforts, the Goods still fail to pass one or more repeats of the relevant part of the Acceptance Tests, for reasons attributable to the fault of the Contractor (and not to any fault attributable in whole or in part to the Purchaser), Contractor may, after consultation with Purchaser and after at least three attempts to remedy the failure, elect either to carry out further remedial actions or to pay as liquidated damages (and not as a penalty) the applicable Process Warranty liquidated damages as may be specified in the Contract (provided that if no liquidated damages are specified, the parties shall agree on a reduction in the Contract Price). The Contract Price reduction shall reflect the difference between the fair market value of the Goods as sold and the fair market value of the Goods as delivered, installed and commissioned. The payment of liquidated damages or, as the case may be, an agreed Contract Price reduction shall be Purchaser's sole and exclusive remedy for any failure of the Goods to achieve the Process Warranties and other criteria applicable to the Acceptance Tests. The amount of all payments or price reductions shall not, in any event, exceed in the aggregate 5% of the Contract Price (or in case the Scope of Supply is comprised of different sections, the portion of the Contract Price attributable to the section failing the test).

Notwithstanding the foregoing where the failure of the Scope of Supply to pass the Acceptance Tests, and after any repeat of the Acceptance Tests as provided for above and the carrying out of any Acceptance Tests on other section(s) of the Scope of Supply, is such that is it below any minimum performance levels set out in the Contract or where no such levels are set out in the Contract, is such that the failure deprives Purchaser of substantially the whole of the benefit of the Scope of Supply, when taken as a whole, Purchaser shall be entitled to terminate the Contract and the provisions of Clause 10.2.1 shall apply.

If the Contractor is prevented, for more than 14 days, from carrying out an Acceptance Test or an Acceptance Test fails to pass in each case for reasons attributable in whole or in part to the Purchaser, the Acceptance Tests shall be deemed passed and Contractor shall be entitled to payment by Purchaser for its additional Contractor costs.

6. **Delay in Acceptance**. If the Acceptance Tests are delayed or prolonged due to reasons not attributable in whole or in part to Contractor, Contractor shall be entitled to payment by Purchaser for its additional Costs.

7. **Sections.** Where stipulated in the Contract or as reasonably requested by Contractor, the Scope of Supply will be tested in sections, in which case the provisions of this Annex A shall apply to each section.

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ANNEX B

SPECIAL EXPORT CONTROL REGULATIONS

Export control requirements applicable for recipients ("Purchaser") of any goods and/or services (including software, if any) provided by or received directly or indirectly from any company, legal entity or permanent establishment ("Contractor") belonging to or being directly or indirectly controlled by GEA Group AG registered in Düsseldorf, Germany ("GEA"):

Contractor´s ultimate parent company, GEA, is seated in Germany and therefore all group companies of GEA shall, to the widest extent permitted by the applicable laws, adhere to all Export Control Regulations in force in Germany including without limitation all Export Control Regulations enacted by the European Union including but not limited to Council Regulation (EU) Nos 833/2014 and 765/2006. It is therefore agreed that Purchaser shall, but only with respect to the Scope of Supply/Work to be provided by Contractor and only to the extent permitted by the applicable law, comply with the Export Control Regulations in force in Germany regardless whether they are deemed applicable to Purchaser under international law.

Therefore, the following provisions shall be accepted by Purchaser and shall supersede and be substituted for all conflicting provisions agreed elsewhere:

1. If Purchaser acquires from Contractor goods or technologies listed in Annexes XI, XX, XXXV or XL of Council Regulation (EU) No 833/2014, or any other Annexes that are or may become applicable to the Export Control Regulations specified above, Purchaser shall not sell, export, re-export or transfer (including but not limited to: licensing, sub-licensing or granting of access rights or entitlement to re-use), directly or indirectly, such goods or related intellectual property rights to the Russian Federation or for use in the Russian Federation and if Purchaser acquires from Contractor goods or technologies listed in Annexes XVI, XVII, XXVIII or XXX of Council Regulation (EU) No 765/2006 or any other Annexes that are or may become applicable to the Export Control Regulations specified above, Purchaser shall not sell, export or re-export, directly or indirectly, such goods to Belarus or for use in Belarus;

2. Purchaser shall undertake its best efforts to ensure that the purpose of item 1 is not frustrated by any third parties further down the commercial chain, including by possible resellers;

3. Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purposes of item 1;

4. Any violation of items 1, 2 or 3 shall constitute a material breach of an essential element of the Contract, and Contractor shall be entitled to seek appropriate remedies, including, but not limited to termination of the Contract; and

5. Purchaser shall immediately inform Contractor about any problems in applying items 1, 2 or 3 including any relevant activities by third parties that could frustrate the purpose of item 1. Purchaser shall make available to Contractor information concerning compliance with the obligations under items 1, 2 and 3 within two weeks of the simple request of such information.

Any breach of one of the foregoing obligations 1, 2 or 3 shall constitute an Export Control Event.

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