Commercial part
As at 22.05.2026

§ 1 AREA OF VALIDITY

1.1 These terms apply to the whole business relationship between Masa GmbH (hereinafter: "Masa") and their client (hereinafter: "The Client" and together as "Contractual parties") in the version in force on the date the contract is concluded.

1.2 These terms also apply to all future transactions as agreed between the contractual partners, even if Masa is not expressly referred to in these.

1.3 The conditions below relate primarily to the supplies and services for plant or plant parts. The same conditions apply to consumables and spare parts, fitting, service and repairs unless otherwise stated.

1.4 The client's differing, conflicting or supplementary terms will not be a component part of the contract, even if they are known to Masa, unless Masa has agreed that they are valid in writing. This shall also apply unreservedly should Masa provide services if it knows about the client's conflicting and/or differing conditions.

1.5 Please be advised, that Masa GmbH carries out a sanction audit for all its projects according to the current requirements. In case of an abnormality, we reserve the right to withdraw from a possible business relationship.

§ 2 CONCLUDING THE CONTRACT AND TOPIC MATTER OF THE CONTRACT

2.1 A contract comes into force between the contractual parties with the receipt at the client of Masa's order confirmation or pro-forma invoice, by the receipt of the down payment governed by § 3.2.1 in Masa's bank account or by the contract being signed by both contractual parties.

2.2 Masa's written order confirmation or pro-forma invoice is decisive for the type and range of services.

2.3 Any changes to the contractually agreed supplies and services require a written agreement and attract an additional payment. Should the client make such changes to the order, Masa will submit a quotation to the client that contains the required drawings, descriptions and specifications as well as any additional or reduced costs and any possible time shifting.

2.4 The client will owe Masa a reasonable payment for making the change requests as set out in § 2.3 regardless of whether it involves a change to the range of supplies and services.

§ 3 PRICES AND PAYMENT

The following terms of payment shall only apply insofar as no other terms are specified by Masa in the applicable offer.

3.1 The price for the supply and assembly of the components as set out in the specifications in the TECHNICAL PART relates to the whole range of supply and services and includes exclusively all taxes, duties and fees that are to be paid in accordance with the law in force. The costs of packaging and transport are not included in the price unless otherwise stated.

3.2 Plant and plant parts including assembly

3.2.1 Payment must be made to Masa as follows:

30% as down payment

60% on presentation of shipping documents

10% 180 days from the date of the last shipment.

3.2.2 Unless agreed otherwise, the price is to be paid by opening an irrevocable, confirmed, free negotiable Letter of Credit in Masa's favour, advised by one of the German banks below.

3.2.3 The following clauses (standard SWIFT) must be included in the Letter of Credit:

a) Field 31D: Validity (expiry) date: at least 21 calendar days after the last shipping date. If an acceptance certificate is to be submitted under the terms of the Letter of Credit the expiry date must be extended accordingly in order to enable the submission of the acceptance certificate.

b) Field 43P: Partial deliveries: permitted

c) Field 44E: Port of loading: any European port (in the case of sea transport).



extended by a reasonable period in the event of any disruptions or rescheduling of the process, or changes to the scope of the order, for which Masa is not responsible.

to be non-binding; of course, we shall endeavour to comply with all deadlines and dates to the extent possible.

§ 5 MASA'S SCOPE OF SUPPLY AND SERVICES

5.1 Masa will provide the plant and plant parts as well as spare parts and consumables for the client at the “named place of delivery”, that means at the place of the handover of the goods to the first carrier unless otherwise agreed in the contract. Delivery terms according to § 4.3.2.

5.2 Plant parts, machines, materials, such as building materials, basic materials, operating materials, raw materials including substances required for commissioning or operation as well as gas, water, power, petrol or oil (including hydraulic oil) which are not expressly part of Masa's delivery schedule and services will not be paid for by Masa. For safety reasons all hydraulic parts will be quoted for and supplied without hydraulic oil.

5.3 Deliveries will be made with the following restrictions:

5.3.1 Sound insulation devices, sound absorption measures, dust filter units and corresponding plant parts for pollution control as well as catwalks, stairs or maintenance platforms will only be part of the delivery schedule if this has been expressly agreed.

5.3.2 The compressed air supply is not included in the delivery schedule. The client will ensure that there is a sufficient compressed air supply both in terms of quality and quantity.

5.3.3 Consumables and also spare parts are only included in the delivery schedule if this has been expressly agreed in writing.

5.3.4 Parts of the offer that are not shown with a price are only part of the delivery if they are expressly marked as such (e.g., "included in the scope of delivery"). This also applies if these parts are not marked as e.g., "by the customer" or "customer-supplied".

5.4 Plant parts which are not included in the delivery schedule but which are integrated into the equipment at the client's request, must meet German technical standards in order to guarantee that the plant subsequently works perfectly. These integrated parts that are not supplied by Masa are not covered by Masa's guarantee.

5.5 Masa assumes that the project plans and foundation plans submitted to the client have been implemented fully and correctly by the client. Masa is not obliged to check this but will rely on the client's confirmation that this has been done properly.

5.6 Masa will only train and instruct the client's operating and maintenance personnel in how the plant works in accordance with the separate service description. The client will have to pay Masa separately for any training or instruction going beyond this.

§ 6 CLIENT'S DUTIES AND OBLIGATIONS

6.1 The client will perform its contractually agreed duties and obligations in good time according to the schedule, in particular it will set up the foundations and the site and the required connections at its own expense. This includes in particular fully finished, hardened foundations and completed installation work that would hinder or delay Masa's fitters' work in any way, e.g. work on the building. The client must discusg.wg. don10.6134(gT2d [C)-1.3339(a)-10.6134(l)5( )12.77888(b)1.4422

6.5 The measures required to meet additional, special or deviating foreign standards and laws, e.g. technical regulations or safety regulations, must be specified by the client and Masa will be paid separately for them.

6.6 The client bears the risk of the supply and service provided under the terms of the contract not complying with the legal standards applying in the destination, particularly customs and import provisions and the standards for construction, pollution control, environmental protection and plant safety laws unless compliance with these legal standards is definitely assigned to Masa. It will release Masa from any consequences of an infringement of such legal standards. This exemption will also include in particular the costs of legal action.

§ 7 TRANSFER OF RISK

7.1 Risk is transferred on the date set out in the international regulations for the interpretation of trading clauses (INCOTERMS) in the version applying on the date the contract is concluded. The aforementioned terms apply unrestrictedly even if partial deliveries take place for which the client is obliged to perform an acceptance process in accordance with § 4.4 of these business terms, without requiring separate express permission for this or the seller has assumed other costs, e.g. dispatch costs or transportation.

7.2 Should the dispatch or the collection be delayed or not occur as a result of circumstances for which Masa is not responsible, the risk is transferred to the client on the day of the notification of the dispatch or acceptance readiness.

7.3 At the client's request Masa will insure the respective consignment against theft, breakage, transport, fire and water damage and any other insurable risks. The client will bear any associated costs.

§ 8 ASSEMBLY AND OTHER SERVICE

8.1 If assembly has been agreed in the contract this will be done, along with the acceptance of the plant/ plant parts, in accordance with the "Assembly terms" in the version applicable at the time the contract is concluded. This applies also to training and instructing the client's employees and to the use of fitters for repairs and other service jobs.

8.2 With assembly or other service jobs Masa is under no obligation to provide general supervision for safety issues.

§ 9 RESERVATION OF PROPRIETARY RIGHTS

9.1 Masa reserves the right to ownership and copyright for patterns, cost estimates, drawings etc., tangible and intangible information even in electronic form.

9.2 All goods remain Masa's property (reserved goods) until all claims from the business relationship with the client have been met for whatever legal reason, including claims that will arise in future and conditional claims also arising from contracts concluded at the same time or at a later date. This also applies if payments are made for especial

goods disposed of in this case. If goods in which Masa has a co-ownership share pursuant to § 9.3 above are resold, the cession of the claim will be for the amount of this co-ownership share. The ceded claims will be used to the same extent as the reserved goods for security.

9.5 The client is entitled to collect amounts from the resale until this is revoked by Masa, which is permissible at any time. Under no circumstances is the client entitled to cede these claims in any other way. On request it is obliged e che 1099(c)-6.33537(e4.5013(i)5(s)-6.335343938(-)-16.6118(o339(e)

They exist only if
a) the client informs Masa immediately of any industrial property rights or copyright infringements asserted,
b) the client supports Masa to a reasonable extent in the defence of the claims asserted or allows Masa to carry out the modifications as set out in § 10.7,
c) Masa reserves the right to use any means of defence, including out of court settlements,
d) the defect of title is not based on a client's instruction and
e) the infringement of rights has not been caused by the client modifying the delivery item independently or using it in a manner that is not in compliance with the contract.

Material defects or defect of title:

10.9 Claims for damages from the client, claims for compensation for wasted expenses and the right to reduce the value of the contract or withdraw from it as a result of a material defect or defect of title are excluded. This shall not apply if Masa has fraudulently concealed the defect.

10.10 Masa is liable under the terms of the guarantee for an amount of no more than five percent (5%) of the order value for material defects or defects of title. Masa's total liability under the guarantee for material defects and defects of title is limited to a maximum amount of seven point five percent (7.5 %) of the order value.

§ 11 LIABILITY

11.1 Unless otherwise stated in these general business terms, including the following provisions, in the event of an infringement of contractual and non-contractual obligations, Masa is liable in accordance with the relevant legal regulations.

11.2 Masa is liable for damages - regardless of the legal reason - for malice aforethought and gross negligence.

11.3 In the event of slight negligence, Masa is liable in case of culpable violation of life and limb by the delivery item, in the frame of the law.

11.4 Regardless of the basis of the claim (e.g. contract, legal liability, liability for negligence, indemnity or other areas of law), the contractor shall not be liable for loss of profits, revenue or income, loss of production, loss of data, capital costs, futile expenses, costs arising from the aforementioned damages or for the aforementioned damages of third parties.

11.5 The restrictions to liability arising from § 11.4 do not apply if Masa has fraudulently concealed a defect.

11.6 The liability for direct or consequential damages, particularly for loss of production, is excluded.

11.7 The liability for the feasibility, completeness and correctness e.g., of examples, layouts and designs provided to the client at no cost for the execution of e.g., plant parts that are not explicitly included in Masa’s scope of supply is excluded.

11.8 The preceding liability exclusions and restrictions apply to the same extent to Masa's organisational bodies, legal representatives, employees and other agents of vicarious liability.

§ 12 STATUTE OF LIMITATIONS / WARRANTIES / GUARANTEES

12.1 Unless otherwise stated within the stated Masa scope of supply, the Defects Liability Period for Claims for defects, or any warranty/guarantee (particularly pursuant to § 10) is one year from delivery in accordance with the selected delivery conditions. If an acceptance procedure has been agreed, the Defects Liability or warranty/guarantee Period shall end twelve months (12) after acceptance, but shall end no later than eighteen (18) months after delivery. In this context, “delivery” shall also be deemed to have taken place if the goods have not been collected – for example, where the Incoterms EXW and FCA have been agreed – within three working days of notification that the goods are ready for dispatch, or if, for reasons beyond Masa’s control, the goods cannot be delivered to the destination – for example, in the case of DAP. The limitation periods apply to a single-shift operation, unless otherwise agreed. Should Masa GmbH correct a defect, the Defects Liability Period for defect claims for improvements and spare parts is three (3) months. However, it will run at least until the expiry of the original Defects Liability Period for the plant.

12.2 This shall not apply if the law prescribes longer periods, as in cases of death, bodily injury or injury to health (§ 11.3) by Masa and in the event of fraudulent concealment of a defect.

§ 13 INDUSTRIAL PROPERTY RIGHTS AND CONFIDENTIALITY

13.1 Masa will grant the client the right to use its industrial property rights free of charge if this is necessary for the operation, maintenance and repair of the plant. The same applies to the industrial property rights of any of Masa's subcontractors or suppliers.

13.2 The client must use documents and information provided to it by Masa exclusively for the aforementioned purposes. Making copies of these or passing them on, even extracts thereof, is not permitted without Masa's prior consent.

13.3 The client is obliged not to publish the contract and any of the documents that have arisen or arise in connection with the performance of the contract and any knowledge and information about Masa gained when the order was placed and while it is being fulfilled, not to disclose them to third parties and not to use them for its own business purposes. The obligation to confidentiality remains even after the performance or termination of the contract.

provide, upon request, information and documentation on the client's shareholders, beneficial owners and board of directors for a sanctions list screening.

13.5.9 The client must not resale, supply, transfer or otherwise make available directly or indirectly any goods or services obtained from Masa to or for the benefit of any PEB (e.g., in Russia/Belarus or for use in Russia/Belarus) that is subject to sanctions under Applicable Foreign Trade Law or directly or indirectly majority-owned, held or controlled by a PEB that is subject to sanctions under Applicable Foreign Trade Law.

13.5.10 If the goods obtained from Masa are listed in lists of goods whose sale, supply, transfer or export to a certain country or region is prohibited or subject to authorization under Applicable Foreign Trade Law ("Embargoed Country or Region"), the client must not directly or indirectly (re-)sell, (re-)export or otherwise supply or transfer the goods obtained from Masa to a PEB in the Embargoed Country or Region or for use in the Embargoed Country or Region.

13.5.11 If the goods or services obtained from Masa are (re-)sold, (re-)exported or otherwise supplied or transferred to third parties, the client shall oblige these third parties to comply with §§ 13.5.9 and 13.5.10 and to oblige the third party to pass on this obligation to its customers.

13.5.12 In the event of a violation of §§ 13.5.9, 13.5.10 or 13.5.11 by the client, Masa may terminate the contract with immediate effect by written notice to the client; any damage claims by the client against Masa arising out of or in connection with the termination of this contract pursuant to this Clause shall be excluded. Furthermore, Masa may demand a contractual penalty of 5% of the purchase price from the client, and the client shall indemnify Masa against all costs or other losses (in particular claims of third parties, fines, immaterial damages and "Order-Related Expenses" (according § 13.5.16) already incurred by Masa before the day of termination) resulting from the non-compliance of the client with §§ 13.5.9, 13.5.10 or 13.5.11. The contractual penalty of 5% is not applicable if the client proves that he is not responsible for the violation. The contractual penalty shall be offset against Masa's claims for damages, if paid by the client.

13.5.13 Masa reserves the right to make the delivery of goods dependent on the receipt of a conclusive end-use certificate issued by the end-user.

13.5.14 If Masa has justified doubts as to the client's compliance with §§ 13.5.9, 13.5.10 or 13.5.11, Masa may refuse delivery to the client until these doubts have been resolved to Masa's satisfaction. Any claim by the client against Masa based on delay or non-performance due to the resolution of such doubts are excluded, except in the event of intent and gross negligence on the part of Masa.

13.5.15 Masa is entitled to ex-post verifications of the whereabouts of the goods delivered to the client. To this end, the client shall provide Masa with the necessary doc

§ 15 MISCELLANEOUS

15.1 No contractual party may transfer the rights or obligations from this contract in whole or in part without the written consent of the other contractual party. As an exception, forfaiting is possible for Masa.

15.2 Any costs, expenses and fees connected with th