

General Terms and Conditions of Service for the Inspection of Pipeline Systems by Linegy B.V.

General Terms and Conditions of Service

1. Scope of Application/ Deviating Terms and Conditions of the Client

- 1.1. These General Terms and Conditions of Service (hereinafter referred to as 'GT&CS') apply to Linegy B.V., Hengelosestraat 555, 7521 AG Enschede, Netherlands (hereinafter referred to as 'we'/'us' or 'Linegy').
- 1.2. The GT&CS apply exclusively to counterparties of Linegy acting in the course of their trade or business (hereinafter referred to as '**Client**').
- 1.3. The business relationship with our clients is governed exclusively by our GT&CS as well as any individually agreed arrangements with the Client. Deviating General Terms and Conditions of Business, particularly the Client's General Terms and Conditions of Purchase, shall apply only if and to the extent that we have expressly accepted them in writing. Our silence regarding such deviating General Terms and Conditions of Business shall not be deemed to be acceptance or consent, including in the case of future contracts. Where our GT&CS are incorporated into the transaction with the Client, they shall also apply to all further and future business relations of the same nature between the Client and us, unless expressly agreed otherwise in writing.
- 1.4. Unless we have expressly waived the applicability of our GT&CS in writing, our GT&CS shall apply to the exclusion of any General Terms and Conditions of Business of the Client even if those terms stipulate that acceptance of the order constitutes unconditional acceptance of the Client's terms, or if we perform our services after the Client has referred to the applicability of its General Terms and Conditions of Business.

2. Services

- 2.1. We undertake to perform the services specified in the offer under the direction and in accordance with the instructions of the Client. The aim of our service is to support the condition assessment of freshwater, wastewater, surface water, and industrial pipelines. The services are provided by us as services on a best-efforts basis only, and we do not warrant or guarantee any particular result. For the performance of the services, our specially developed measuring equipment is inserted into the pipeline in accordance with the Customer's specifications and preparatory work in order to carry out measurements during an inspection run. During the inspection run, the measuring equipment records measurement data, which are pre-processed in the equipment itself (the "Measurement Data"). After the inspection run, the measuring equipment is removed from the pipeline.
- 2.2. Subsequent to the completion of the inspection run, we shall subject the Measurement Data to a data analysis using technical methods and process them into inspection results. The inspection results are summarized in an inspection report prepared by us. The inspection report contains the information defined in the offer and is delivered to the Client in the form specified in the offer.

3. Obligations of the Client to Perform

- 3.1. Before the provision of the services begins, the Client shall provide us in writing with all necessary information concerning the on-site conditions that is required for the safe execution of the service. The Client shall be obliged to notify us in writing and in due time prior to the provision of the service if contamination with hazardous substances is to be anticipated in connection with the provision of the service, or if other material circumstances arise that are relevant to the safe and proper execution of the work, so that we can implement the necessary protective and precautionary measures.
- 3.2. The Client guarantees the accuracy of the documents and information provided, including plans, information on the type of material, and the diameters of the pipelines. The Client shall be liable for all damages resulting from incorrectly transmitted data and information, or from their inaccuracy or incompleteness.

- 3.3. If necessary, the Client shall excavate, drain, shore up, and scaffold the working area in accordance with applicable statutory and local laws and regulations, including applicable HSE regulations. The Client shall comply with all statutory, regulatory, and occupational safety provisions and requirements applicable at the service location and shall implement measures to prevent accidents and to safeguard our personnel, tools, and auxiliary materials.
- 3.4. The Client undertakes to comply with all statutory or regulatory requirements in connection with the provision of the service. The Client shall be responsible for obtaining any official permits and other authorisations required for the performance of the service and shall bear the costs thereof. Throughout the provision of the service, the Client shall ensure secure access to all agreed service locations. If required and upon our request, the Client shall be obliged to provide, free of charge, heavy equipment necessary for the provision of the service, such as cranes.
- 3.5. The Client shall bear the responsibility for ensuring public safety at the respective service location. The Client shall be responsible for proper drainage and shall ensure that drainage areas are established, safe passageways for pedestrian and goods traffic are created, and barriers are erected.
- 3.6. To enable entry of the measuring equipment, the Client shall depressurise the pipeline so that the service can be performed. The Client shall regulate the flow and pressure of the pipelines in accordance with our recommendations to facilitate the insertion and removal of the equipment and shall be responsible for opening and closing the pipeline to ensure safe introduction and retrieval of the measuring equipment.
- 3.7. If the Client fails to provide does not timely provide and does not properly provide the services under Section 3 of these GT&Cs and this affects our services we shall be released from our obligation to provide the affected service under the contract. The relevant periods for performance shall be extended by a reasonable period. The costs and additional expenses arising as a result thereof shall be borne by the Client, without prejudice to further rights.

4. Health, Safety and Environment

- 4.1. When performing our services, we shall comply with the statutory provisions applicable at the service location, provided that the Client has informed us in advance of the relevant provisions. If the statutory provisions change between the conclusion of the contract and the performance of the services, or if the Client wishes for additional measures not explicitly agreed upon in the order, the Client must notify us thereof. To the extent that statutory changes and additional client requests affect the scope or scheduling of the services, we shall be entitled to charge for any additional expenses incurred and to reasonably extend the deadlines.
- 4.2. Where necessary, the Client shall inform and instruct our personnel performing the services, on site and prior to the commencement of services, and shall make available all necessary information, documents, and work materials. To the extent that the Client discovers any violations of safety regulations, whether by the Client itself or by our personnel performing the services, the Client shall notify us thereof in writing without undue delay.
- 4.3. To the extent that we determine that safety regulations at the service location are not fulfilled or complied with, we shall be entitled, after setting a reasonable extension period, or immediately in cases of imminent danger, to suspend or interrupt the services at the Client's expense until the issue has been remedied and the safety regulations are complied with. Furthermore, we shall be entitled, subject to prior written notice, to withdraw our personnel from the service location or not to dispatch them to there. Where there is a risk to life or limb, or the Client repeatedly violates mandatory safety regulations, we shall also be entitled to terminate the contract with the Client without prior notice.
- 4.4. When performing our services on drinking water pipelines, we shall apply the stipulations set out in our Hygiene Procedure for Drinking Water Pipelines. The Hygiene Procedure for Drinking Water Pipelines is provided as an annex to our offer.

5. Conclusion of Contract in the Bidding Process

- 5.1. Our offers, cost estimates, price quotations, etc. are non-binding and subject to change unless expressly designated as binding. Where the Client places an order based on our non-binding offers, the contract shall, even in the context of ongoing business relations, only be deemed concluded upon our written order acknowledgement (which may be provided, for example, by email or via entry into a digital system or platform used by the parties), or alternatively, by our performance of the service. In the latter case, the content of our offer shall determine the content of the contract. Where we issue an order acknowledgement, it shall exclusively determine the content of the contract, especially the scope of services and the performance period.

- 5.2. Where, in accordance with the foregoing, prices stated in our offers are binding, they shall remain valid for thirty (30) calendar days from submission of the offer, unless expressly provided otherwise therein.
- 5.3. We shall be entitled to provide the Client with partial services to a reasonable extent. Each partial service shall constitute a self-contained service and may be invoiced separately. Delay in the provision of individual partial services shall not release the Client from its obligation to pay for partial services already rendered.

6. Delivery and Performance Periods/ Default

- 6.1. Binding performance deadlines must be expressly agreed upon in writing. A fixed-date transaction shall be deemed to exist only if we have expressly confirmed it in writing, or if the legal prerequisites for a fixed-date transaction are met.
- 6.2. Periods for performance shall not commence until all details regarding execution of the order have been clarified, and all other prerequisites to be fulfilled by the Client are in place, in particular any agreed information, advance payments, preparatory work, or securities have been fully provided. The same shall apply accordingly to performance deadlines. Where the Client requests changes after placing the order, a new reasonable period for performance shall commence upon our confirmation of the change.
- 6.3. We shall not be deemed to be in default as long as the Client is in default with respect to the performance of obligations in relation to us, including those under other contracts.
- 6.4. If we are in default, the Client shall first set us a reasonable extension period of no less than 14 working days (defined as Monday to Friday), unless such a period would be unreasonable under the specific circumstances. If this period lapses to no avail, any claims for damages arising from breach of duty, on whatever grounds, shall be governed exclusively by Section 9 of these GT&CS.

7. Force Majeure

- 7.1. If, for reasons for which we are not responsible, we do not receive, do not correctly receive or do not receive in due time the supplies and services of our contractors/suppliers required for the performance of our contractual obligations to the Client, despite proper and sufficient procurement prior to conclusion of the contract with the Client, we shall inform the Client thereof without undue delay in writing. In such case, the performance periods shall be extended by the corresponding duration. In the event of an impediment that is not merely of short duration and lasts for more than 30 days, we shall furthermore be entitled to withdraw from the contract in whole or in part, provided that we have complied with our aforementioned duty to inform and have not assumed the procurement risk or given a guarantee.
- 7.2. Section 7.1 shall apply mutatis mutandis in cases of force majeure of non insignificant duration (i.e. lasting longer than one week). Events of force majeure shall in particular include fire, explosion, nuclear reactions, epidemics, pandemics, quarantine (if ordered by public authorities), earthquakes, civil commotions, war and hostilities, invasion, blockade, insurrection, riots, revolution, acts of terrorism, strikes, lockouts or other industrial disturbances, embargoes, sanctions (sanctions meaning in particular all economic, trade, financial and other sanctions, trade embargoes, anti terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced from time to time by: (a) the United States of America (US), in particular by the Office of Foreign Assets Control of the US Department of the Treasury ("OFAC"), the US Department of State, the US Department of Commerce or by any existing or future executive order; (b) the United Nations Security Council; (c) the European Union or any Member State of the European Union; (d) His Majesty's Treasury of the United Kingdom; or (e) any other governmental authority of any state), restrictions or prohibitions or orders or regulations of courts, boards, departments, commissions or agencies of the state or country, arrests or restraints, as well as any other impediments which, when viewed objectively, have not been caused by us through fault.
- 7.3. Where a performance deadline has been agreed and is exceeded by more than two months due to events under Section 7.1, either party may, after a reasonable extension period has expired to no avail, withdraw from the contract with respect to the outstanding portion, if continued adherence to the contract has become objectively unreasonable for that party. Any further claims by the Client, especially claims for damages, shall be excluded in this case.

8. Prices/ Payment Terms

- 8.1. Unless expressly agreed otherwise in the offer, our prices shall be deemed to be in euros. Where instalment payments have been agreed between the parties, each instalment shall become due on the

respective due date of the instalments. In the event that no due date has been agreed, the instalments shall become due upon the respective demand for payment.

- 8.2. Furthermore, all prices are exclusive of taxes, in particular value-added tax (VAT), GST (Goods and Services Tax), sales tax and/or goods and services taxes imposed by municipalities, federal states or the federal government, and/or local property taxes, licence fees, customs duties or other charges or levies of any kind, gross receipts taxes and/or other taxes that now or in the future arise or are levied in connection with the contract or the services rendered thereunder.
- 8.3. Where exemption certificates are accepted by us but not recognised and/or credited by the competent tax authority, all applicable taxes shall be borne by the Client. The Client shall, without undue delay, reimburse us for any submitted exemption certificates that we are legally required to pay.
- 8.4. Our invoices are payable within 30 calendar days of receipt, without any deduction (e.g. cash discount), unless otherwise agreed in writing. Payment shall be made to the bank account specified in the invoice. The date of payment shall be deemed to be the date on which funds are received by us or credited to our bank account.
- 8.5. Irrespective of the agreed payment method, payment or provision of security may be demanded at any time, even prior to performance of the service, if, after conclusion of the contract, justified doubts arise regarding the Client's solvency or creditworthiness, agreed payment or delivery terms are materially breached, or significant changes occur in the Client's business circumstances.
- 8.6. The Client shall have no rights of retention or set-off.

9. Warranty / Liability / Exclusion and Limitation of Liability

- 9.1. It is to be noted that the information and analyses contained in the inspection report will be based on probability calculations. For this reason, we assume no warranty and accept no liability for the Inspection Results provided or for their interpretation. Furthermore, we accept no liability and give no warranty as to the accuracy, usability, quality or suitability of the inspection results provided for any particular purpose of use. By using the final inspection report, the Client waives all claims against us regarding its completeness and accuracy.
- 9.2. Under adverse conditions, which may occur in cases of complex pipeline architecture, technical constraints, or unforeseeable technical or physical difficulties, it may not be possible to furnish the Client with an inspection report, even if an inspection run has been (repeatedly) conducted. In such a case, we shall not be obliged to provide a final inspection report. The services performed up to that point shall nevertheless be deemed to have been provided.

If a measurement run is unsuccessful due to circumstances attributable to the Client (e.g. failure to achieve the required flow velocity), a repeat inspection run may be carried out at the Client's request and expense. If a repeat run is required due to a proven malfunction of our measuring equipment, the Client shall not be charged any additional costs for such repeat run. The Client shall nevertheless remain obliged to make its service available for any repeat run and to fulfil its duties under this contract regarding such repeat run, free of charge.

- 9.3. Subject to the exceptions set out below, we shall not be liable, particularly not for any claims by the Client for damages or reimbursement of expenses, regardless of the legal basis, in the event of a breach of obligations arising from the contractual relationship. This also applies to indirect damages, consequential damages, lost profits, production downtime, data errors, and data loss, and in particular to damages resulting from the measuring equipment becoming lodged in or lost within a pipeline, including any associated salvage work. We likewise accept no liability for consequential costs arising from any restriction or interruption in the use of the pipeline in connection with the provision of our services.
- 9.4. The exclusion of liability pursuant to Section 9.3 shall not apply:
 - 9.4.1. in the event of intent or gross negligence on our part or on the part of persons entrusted with the management of our business;
 - 9.4.2. in the event of injury to life and/or limb
- 9.5. The exclusions and limitations of liability set out in the foregoing sections shall apply to the same extent in favour of our corporate bodies, executive and non-executive employees, other vicarious agents, and subcontractors.
- 9.6. Claims by the Client pursuant to the foregoing paragraphs shall become time-barred one year after performance of the service; other cases governed by mandatory law shall remain unaffected.

- 9.7. The foregoing provisions do not entail a reversal of the burden of proof.
- 9.8. The Client shall be liable in accordance with the statutory provisions.

10. Intellectual Property

- 10.1. Unless expressly agreed otherwise, all drawings, illustrations, weight and dimension specifications, performance and property descriptions, cost estimates and all data determined in connection with performance of the contract and the inspection results provided, as well as other results of the services, shall remain our property, or shall at least belong to Liney's assets. All intellectual property rights vesting or capable of vesting therein, including but not limited to copyrights, design rights, patents and know how, shall vest exclusively in Linegy. The documents, information and data referred to in sentence 1 shall only be provided and made available to the Client to the extent that such obligation is expressly mentioned in the offer. Where applicable, Linegy grants a non exclusive license to store and consult such documents, information and data for the Client's own use, without prejudice to any other use prescribed by law. This license is non sub licensable and non transferable. This provision has effect in rem. The provisions of Section 12 of these GT&CS shall remain unaffected.
- 10.2. Linegy shall not be liable for (alleged) infringements of (intellectual property) rights of third parties, except in cases of intent or wilful misconduct. If the Client is held liable and the Client can demonstrate that there was intent or wilful misconduct attributable to Linegy, Linegy shall indemnify the Client against such claim, provided that the Customer notifies Linegy immediately and allows Linegy to conduct the correspondence and proceedings (and preparatory measures) exclusively, with the Client being obliged to provide all necessary cooperation to Linegy.
- 10.3. Liability under Section 9 remains unaffected.

11. Completion of Performance, Remuneration

- 11.1. The measurement service shall be deemed rendered and executed as soon as we have notified the Client of the completion of the services. The inspection report shall be deemed delivered upon its transmission. In other cases, the services shall be deemed rendered when, in accordance with customary practice and in consideration of the specifically agreed scope and content of performance, they are to be regarded as completed. Any arrangements made in individual cases shall remain unaffected hereby.
- 11.2. Unless otherwise agreed, payment of the remuneration shall become due no later than upon completion in accordance with Section 11.1 of these GT&CS and issuance of the invoice.
- 11.3. Consumables, spare parts, and wear parts shall not be covered by the agreed remuneration, unless otherwise agreed in the offer or in other contractual documents.
- 11.4. Services performed without an order or by unilateral deviation from the order shall be remunerated if the Client subsequently accepts such services, or if they were necessary for the fulfilment of the order and corresponded to the presumed will of the Client.

12. Confidentiality

- 12.1. The Client undertakes to maintain confidentiality with respect to any facts, documents, and knowledge that come to its attention in the course of the business relationship with us and that contain technical, financial, commercial, or market-related information about our company, provided that we have designated the respective information as confidential or have an evident interest in its confidentiality (hereinafter collectively referred to as 'Confidential Information'). The Client shall use the Confidential Information solely for the purpose of implementing and performing the contractual relationship with us in accordance with the contract. Any reverse engineering from or involving the use of Confidential Information is not permitted.
- 12.2. The disclosure of Confidential Information by the Client to third parties shall require our express and prior written consent.
- 12.3. The obligation of confidentiality under Section 12.1 shall not apply to the extent that it can be proven that the respective Confidential Information:
- 12.3.1. is or has become publicly known through no action of the Client; or

- 12.3.2. was already known to the Client or was disclosed to the Client by a third party entitled to do so;
- 12.3.3. was developed by the Client without our involvement and without use of any information or knowledge obtained through the contractual relationship; or
- 12.3.4. is required to be disclosed pursuant to mandatory statutory provisions or by order of a court or public authority.

13. Compliance

- 13.1. Linegy has declared the principle of compliance to be a core corporate value. We therefore expect, and the Client expressly warrants, that the Client will comply with all applicable national and international statutory provisions in the context of its business relationship with us. This applies in particular to statutory provisions on labour and employee protection, observance of human rights, prohibition of child labour, criminal liability for corruption, and granting of undue advantages of any kind, antitrust regulations and environmental protection provisions.
- 13.2 The Client confirms that it has taken note of the ROSENXT Code of Conduct and undertakes to comply with it. The current version of the ROSENXT Code of Conduct is available on the ROSENXT website at the following link: [Code of Conduct](#).

14. Miscellaneous

- 14.1. Our registered office is the place of performance for all contractual obligations, except in the case of an obligation to deliver.
- 14.2. All agreements, side agreements, assurances and contract amendments shall be recorded in writing by our authorized representative.
- 14.3. All legal relations between the Client and us shall be governed exclusively by the laws of the Netherlands.
- 14.4. Our registered office is the exclusive place of jurisdiction for all disputes arising from or in connection with this contract. However, we shall also be entitled to bring claims against the Client at the Client's general place of jurisdiction.