

General Terms & Conditions of Sale and Delivery

Version 02 – September 2026

1. Scope; Business Buyers Only; Country-Specific Provisions. These terms and conditions (“Terms and Conditions”) govern all sales of products, spare parts and related services (“Products”) by Kirkmayer Industries OÜ, a company organized under the laws of Estonia, registry code 14130692, with its registered office at Tööstuse tn 86, 10416 Tallinn, Estonia (“Company”), to any buyer (“Buyer”), wherever located. The Products are sold exclusively to businesses for commercial, industrial, institutional or agricultural use. Buyer represents that it is purchasing the Products in the course of its business activity and not as a consumer, so that consumer protection legislation does not apply.

The Country-Specific Provisions set out in the Annex form an integral part of these Terms and Conditions and apply to Buyers having their registered office in the countries indicated therein. In the event of conflict, the Country-Specific Provisions prevail over the other provisions of these Terms and Conditions for such Buyers. In these Terms and Conditions, “EU Buyer” means a Buyer having its registered office in a Member State of the European Union, and “Non-EU Buyer” means any other Buyer.

If Company and Buyer have entered into a separate written agreement (including a distribution, reseller or supply agreement), that agreement shall prevail over these Terms and Conditions only to the extent of an express conflict; however, these Terms and Conditions shall always prevail with respect to warranty, remedies, indemnification and limitation of liability (Sections 10 to 14), unless the other agreement is signed by an authorized officer of Company and expressly identifies the specific Section of these Terms and Conditions that it is intended to override.

2. Offers, Acceptance and Orders. Any offer or quotation by Company must be in writing to be valid and shall remain valid for thirty (30) days from issuance, unless otherwise stated therein. A binding contract (an “Order”) is formed only upon (i) Company’s receipt of Buyer’s written acceptance of a valid offer, or (ii) Company’s issuance, in response to Buyer’s purchase order, of a written order confirmation or pro-forma invoice (each, an “Order Confirmation”). In the event of any conflict, the specific commercial terms stated in the Order (such as products, quantities, prices, currency, payment terms, Incoterm and estimated lead time) prevail over these Terms and Conditions; in all other respects, these Terms and Conditions prevail.

Company’s acceptance of any purchase order is expressly conditioned on Buyer’s assent to these Terms and Conditions. Any terms contained in Buyer’s purchase order, acknowledgment, portal or other document are hereby rejected and shall not become part of any Order, even if Company does not specifically object to them or delivers the Products, unless expressly accepted by Company in writing. Company will also state this rejection in its offers and Order Confirmations.

Buyer shall review each Order Confirmation and shall notify Company in writing of any discrepancy (including quantities, items, configuration, prices or delivery terms) within two (2) business days of receipt, and in any event before payment of the Advance Payment. Absent such notice, and in any event upon payment of the Advance Payment (as defined in Section 15), the Order Confirmation shall be deemed accurate and accepted. Company shall not be liable for any error or omission in Buyer’s purchase order.

Products are manufactured or configured to order. Buyer may not cancel, reschedule or modify any Order without Company’s prior written consent, which Company may withhold in its sole discretion. If Company consents, Buyer shall compensate Company for all costs and losses attributable to the cancellation, including materials, work in progress and lost profit. Subject to Section 10, Products are not returnable.

3. Prices, Taxes and Duties. Unless otherwise stated in the Order, prices are net, at the Incoterm set out in Section 4, and exclude packaging for shipment, freight, insurance, installation, commissioning and training.

Prices exclude value-added tax (VAT) and all other taxes, customs duties, tariffs (including any additional, retaliatory or reciprocal tariffs), levies, eco-contributions, customs and brokerage fees and other governmental charges in the country of origin, transit or destination (collectively, "Taxes and Duties"), all of which shall be borne by Buyer, including Taxes and Duties introduced or increased after the date of the Order. If Company is required to pay any Taxes and Duties, Buyer shall reimburse Company upon demand.

EU Buyers shall provide a valid VAT identification number, registered in the VAT Information Exchange System (VIES), before invoicing. If an EU Buyer fails to do so, or fails to provide the evidence of transport required under Section 4, Company may charge Estonian VAT, which Buyer shall pay. Buyers entitled to any tax exemption shall provide the relevant certificate before invoicing.

Company may adjust the price, without prior notice, to reflect any change in specification made at Buyer's request that affects Company's cost of supply. If such adjustment exceeds ten percent (10%) of the originally quoted price, Buyer may cancel the affected Order without penalty by written notice given within five (5) business days of receiving notice of the adjustment.

4. Delivery. Unless the Order states otherwise, delivery shall be made (i) for EU Buyers, EXW Company's warehouse at Pardiloigu tn 5, 11712 Tallinn, Estonia, and (ii) for Non-EU Buyers, FCA Company's warehouse at Pardiloigu tn 5, 11712 Tallinn, Estonia, with Company completing EU export clearance (in each case, Incoterms® 2020), or at such other shipping point in Estonia as Company may notify to Buyer in writing. Buyer shall nominate the carrier and arrange and pay for collection, transportation and insurance. If Buyer fails to do so, Company may select a carrier and method of shipment at Buyer's cost and risk.

Non-EU Buyers shall act as importer of record in the country of destination and are solely responsible for import clearance, customs and security filings, and all governmental import requirements applicable to the Products.

Where an EU Buyer or its carrier transports the Products to another EU Member State, Buyer shall provide Company, by the tenth (10th) day of the month following the supply, with the written statement required under Article 45a(1)(b)(i) of Council Implementing Regulation (EU) No 282/2011, stating that the Products have been transported by Buyer or by a third party on its behalf and identifying the Member State of destination, the date of issue, Buyer's name and address, the quantity and nature of the Products, the date and place of their arrival and the individual accepting them on Buyer's behalf, together with at least two non-contradictory items of transport evidence issued by parties independent of Company and Buyer (such as a signed CMR note and the carrier's invoice), and any other evidence reasonably requested by Company.

Lead times and delivery dates are estimates only and run from the later of Company's receipt of the Advance Payment and Company's receipt of all technical information required from Buyer. Company will use commercially reasonable efforts to meet them but shall not be liable for any cost, fee, penalty or price reduction arising from late delivery, unless a guaranteed delivery date and the consequences of its breach have been expressly agreed in the Order. Partial deliveries are permitted. If Buyer fails to take delivery within fifteen (15) days after the later of the Ready-to-Ship Notice (as defined in Section 15) and Company's receipt of full payment, the Products shall be deemed delivered, risk of loss shall pass to Buyer, and Company may store the Products at Buyer's cost and risk and charge reasonable storage fees.

Carriage arranged by Company. At Buyer's request, Company may arrange carriage and, if requested, cargo insurance to the destination named in the Order, as a service performed for Buyer's account and at Buyer's risk. Delivery and passage of risk shall remain as set out in the first paragraph of this Section 4, unless the Order expressly states a different Incoterm. Any freight and insurance amounts stated in an offer or Order Confirmation are non-binding estimates based on rates available at the date of issue. Company shall invoice Buyer the actual freight, insurance and related charges (including fuel and other surcharges) as quoted by the carrier or forwarder at the time of shipment, together with the balance payment under Section 15, and

shall release the Products for shipment only after receipt of such payment. Freight and insurance charges shall be stated separately from the price of the Products in Company's invoices. Where the Order specifies DAP or another delivery term under which Company bears the cost of carriage, the freight amount included in the price is likewise an estimate and shall be adjusted to the actual cost at the time of shipment.

5. Risk of Loss; Retention of Title. Risk of loss or damage passes to Buyer upon delivery in accordance with Section 4. Title to the Products remains with Company until Company has received full payment of all amounts due for the Products. Until then, Buyer shall store the Products separately, keep them insured, identify them as Company's property, and shall not pledge them or grant any security over them. Buyer shall immediately inform Company of any seizure or other third-party claim affecting the Products. If Buyer fails to pay when due, Company may recover the Products, and Buyer shall grant Company access for that purpose. Buyer shall take any action reasonably required to make this retention of title, or any equivalent security right, effective against third parties under the law of the place where the Products are located.

6. Specifications and Documentation. Company may modify the design, dimensions and specifications of the Products, provided that the form, fit and function of the Products ordered are not materially impaired. Information in catalogues, brochures, websites, advertisements and price lists is approximate and not binding unless expressly incorporated in the Order. Performance data (including output flow rate, free available chlorine concentration, pH, energy and salt consumption, and service life) are typical values obtained under Company's reference test conditions and do not constitute guaranteed values unless expressly designated as "guaranteed" in the Order. Drawings, manuals, parts lists and other documentation ("Documentation") are Confidential Information of Company, may be used by Buyer solely in connection with the Products, and may not be copied or disclosed to third parties, except to Buyer's end customers to the extent necessary for the installation, operation and maintenance of the Products.

7. Installation, Operating Conditions and Use. Buyer shall ensure that the Products are installed, commissioned, operated and maintained strictly in accordance with the Documentation and all applicable electrical, plumbing, building, backflow-prevention and workplace-safety rules, by qualified personnel who have received appropriate training.

Buyer shall ensure that the feed water, salt/brine, electrical supply and ambient conditions at all times comply with the operating specifications stated in the Documentation or in the Order ("Operating Specifications"), including without limitation the maximum duty cycle of sixteen (16) operating hours per day and limits on hardness, iron, manganese, chlorides, turbidity, temperature and pressure, and shall install and maintain any pre-treatment equipment (such as water softeners or filters) specified by Company. Buyer shall keep records of feed-water analyses, operating hours, alarms and maintenance ("Operating Records") and shall provide them to Company upon request.

The Products generate chemical solutions. Buyer is solely responsible for adequate ventilation, handling, storage, labelling, personal protective equipment, and compliance with applicable occupational health and safety requirements. Company shall not be responsible for any injury, damage or loss arising from use of the Products not in accordance with the Documentation or the Operating Specifications, or by untrained personnel. Buyer shall be liable for any death or injury caused by any person operating the Products without adequate training or in breach of the Documentation.

8. Regulatory Compliance. Company shall ensure that the Products, as manufactured and delivered, bear the CE marking and are accompanied by the EU declaration of conformity required for them. Buyer acknowledges that the importation, sale, distribution, installation and use of the Products, and of any solution generated by them, may be subject to further requirements in Buyer's country, including, by way of example, Regulation (EU) No 528/2012 on biocidal products (BPR) and national authorization, notification

and registration regimes, requirements for materials and products in contact with drinking water, food-safety requirements, electrical-safety listing requirements, and local installation and permitting rules. Unless an Order expressly states that a Product or generated solution holds a specific authorization, registration, certification or approval in the relevant country, Company makes no representation that such requirements are satisfied, and, except to the extent that mandatory law imposes the relevant obligation on Company, Buyer is solely responsible for determining and obtaining all authorizations, registrations, permits, certifications and approvals required for its intended use and market. Company will provide reasonably available technical documentation upon request.

Where Buyer makes the Products available on the market of its country, Buyer shall be responsible for complying with the producer, registration and take-back obligations applicable in that country for electrical and electronic equipment (including, in the EU, under Directive 2012/19/EU on waste electrical and electronic equipment and national implementing legislation), unless otherwise agreed in writing.

Buyer shall not make, and shall ensure that its resellers and customers do not make, any claim regarding the Products or generated solutions (including any disinfection, sanitization, biocidal, antimicrobial or pathogen-reduction claim) that is not permitted under applicable law or that has not been approved in writing by Company.

9. Intellectual Property; No Reverse Engineering. Notwithstanding the passing of title, Company retains all intellectual property rights of whatever nature, including copyrights, patents and patentable inventions, know-how, trade secrets, trademarks and design rights, embodied in or relating to the Products (including any embedded software, which is licensed, not sold, for use solely with the Product in which it is installed). Buyer shall not, and shall ensure that its employees, agents, contractors, customers and any third parties do not: (i) reverse engineer, disassemble, decompile or otherwise attempt to derive the design, composition, coating, internal structure or underlying technology of the Products; (ii) copy, modify or create derivative works of the Products; (iii) analyse the Products by chemical, physical, electronic or other means for the purpose of replicating, imitating or competing with them; or (iv) use the Products or any knowledge derived from them to develop, manufacture or supply competing products. Buyer retains only such rights as applicable mandatory law grants notwithstanding a contractual prohibition, including the right to reverse engineer the embedded software solely to the extent strictly necessary to achieve interoperability, as permitted under Directive 2009/24/EC and national implementing legislation, and subject to the conditions set out therein. Buyer shall not remove or alter any proprietary notice, branding, serial number or security seal. These obligations survive completion or termination of any Order. In the event of breach, Company shall be entitled to seek injunctive and interim relief, in addition to all damages, losses and costs, including lost profits and legal fees.

10. Limited Warranty.

(a) Warranty. Company warrants to Buyer, as original purchaser, that:

(i) each electrolytic cell manufactured by Company will be free from defects in materials and workmanship, existing at the time of delivery, that manifest under normal use in compliance with the Documentation and Operating Specifications within twelve (12) months from the date of delivery or five thousand eight hundred forty (5,840) operating hours as recorded by the Product's hour meter or control system, whichever occurs first (the "Cell Warranty Period"). This warranty is void if the cell is returned with its security seal (bearing a unique code) missing, broken or altered; Company shall document the integrity of the seal at shipment by photograph and/or written record in the shipping documentation. Progressive consumption of electrode coatings through normal operation is inherent to electrolytic cells and does not constitute a defect;

(ii) all other components manufactured by Company will be free from defects in materials and workmanship, existing at the time of delivery, that manifest under normal use within twelve (12) months from the date of delivery (together with the Cell Warranty Period, the “Warranty Period”);

(iii) with respect to components manufactured by third parties, Company will use commercially reasonable efforts to pass on to Buyer the benefit of any warranty given by the third-party manufacturer, to the extent assignable, and gives no further warranty of its own except as required by applicable mandatory law.

Physical breakage is not covered by this warranty.

(b) Claims Procedure. To make a warranty claim, Buyer must: (i) notify Company in writing of any visible damage, shortage or non-conformity within ten (10) days after receipt of the Products, and of any other defect, including hidden defects, within fifteen (15) days after discovery and in any event before expiry of the Warranty Period, provided that a defect discovered during the Warranty Period may be notified within fifteen (15) days after its discovery even if that period ends after the Warranty Period; (ii) include in its notice the serial number, security seal code, installation date, operating hours, a description of the defect, photographs, and the Operating Records requested by Company; (iii) immediately cease using the affected Product; (iv) obtain a Return Material Authorization (“RMA”) number from Company before returning any Product, and return the Product only if requested by Company, properly packaged, with Buyer-installed accessories removed, at Buyer’s cost and risk, including all export and import formalities and Taxes and Duties; and (v) provide proof of purchase if requested. Products returned without an RMA may be refused. Buyer shall not remove cells or other components from installed equipment except as instructed by Company.

Company shall be given a reasonable opportunity to inspect and test the Product at its facility. Company shall assess, in the first instance, whether a defect covered by this warranty exists on the basis of its inspection and testing, and shall inform Buyer of the outcome in writing; Buyer may contest that assessment in accordance with Section 19. Tests performed by Buyer or third parties shall not bind Company unless the method was agreed in advance in writing. Company may charge reasonable fees for examining and testing Products for which no covered defect is found. Company is not obliged to disclose the technical root cause of any defect, its manufacturing processes, or the identity of its suppliers, all of which constitute Confidential Information.

(c) Remedies. For any Product for which a warranty claim has been duly notified in accordance with Section 10(b) and which Company confirms to be defective, Company shall, at its sole option: (i) repair it; (ii) replace it with a new or reconditioned product or component of equal or better functionality, which may be of a later design; or (iii) refund or credit the purchase price paid for the defective Product. Company may determine the sequence, timing and logistics of repairs and replacements, including replacing affected Products in successive batches and first validating the effectiveness of replacement components on a limited number of units before replacing further units. Repaired or replacement Products are delivered in accordance with Section 4. Repaired or replacement Products are warranted for the remainder of the original Warranty Period or six (6) months from delivery, whichever is longer.

(d) Costs Not Covered. Company’s warranty obligations are limited to the cost of the repair, replacement part or refund. Buyer shall bear all other costs, including without limitation: freight, insurance, packaging, customs formalities and Taxes and Duties in both directions; removal, uninstallation, reinstallation and re-commissioning; field labour, travel and on-site service; downtime, rental or substitute equipment and alternative disinfection measures; and any recall, retrofit, customer-notification or field-replacement programme.

(e) Batch Defects. If a defect arising from the same cause is confirmed by Company in at least ten

percent (10%), and in any event not fewer than three (3), of the units of the same Product type from the same production lot, in each case reported within the Warranty Period (a "Batch Defect"; where the defect affects a component, such as an electrolytic cell, "unit" means that component): (i) Company shall investigate the cause and, where the Batch Defect is confirmed, shall apply the remedies in Section 10(c) to the affected units of that production lot and, at Company's option, to units of that lot that have not yet shown the defect; (ii) claims for units of that lot duly notified during the Warranty Period shall remain covered after the Warranty Period expires until resolved; (iii) the remedies in this Section 10(e) are Buyer's sole and exclusive remedies for a Batch Defect; (iv) a Batch Defect shall not constitute a breach in respect of any other production lot, Product or Order, and shall not entitle Buyer to terminate or cancel other Orders, reject other deliveries, or withhold or set off any payment; and (v) Company's aggregate liability for a Batch Defect shall not exceed the purchase price paid for the Products incorporating the units of the affected production lot. Buyer shall cooperate with Company's investigation and, except as required by law or to protect health and safety, shall consult with Company before communicating with its customers or any third party regarding a suspected Batch Defect.

(f) Exclusions. This warranty does not apply to any defect or failure resulting from: (i) continued use of the Product after discovery of the defect; (ii) failure to comply with the Documentation, the Operating Specifications or Company's oral or written instructions regarding storage, installation, commissioning, operation or maintenance, including operation beyond the maximum duty cycle of sixteen (16) hours per day, feed water, salt or electrical supply outside specification, or absence of specified pre-treatment; (iii) designs, drawings or specifications supplied by Buyer; (iv) alteration or repair without Company's written consent, or use of parts, chemicals or consumables not approved by Company; (v) fair wear and tear, misuse, negligence, accident, freezing, flooding, lightning, power surges, wilful damage or abnormal storage or operating conditions; (vi) consumable and wear parts, including filters, gaskets, O-rings, tubing, fuses and sensors; (vii) Products designated in the Order as prototypes, pilot, pre-series or custom-developed units, which are warranted only as expressly stated in the Order; or (viii) changes made to comply with applicable statutory or regulatory requirements.

(g) Resellers. If Buyer resells the Products, Buyer shall pass on to its customers only the warranty set out in this Section 10, and shall not make any representation or give any warranty on Company's behalf. Any additional or broader warranty, representation or commitment given by Buyer shall be Buyer's sole responsibility. Company's warranty obligations run only to Buyer, and no end user or other third party shall be a beneficiary of this warranty.

(h) No Withholding. A warranty claim shall not entitle Buyer to withhold, delay or set off any payment due to Company.

(i) Service after the Warranty Period. Products requiring service after the Warranty Period shall be returned under the RMA procedure. Company will examine the Product, may charge a fee if no fault is found, and will provide a repair quotation. If the repair cost exceeds sixty percent (60%) of the price of a new product, the Product will be deemed beyond economic repair and a replacement quotation will be provided. Products repaired outside the Warranty Period are warranted against defects in the repair workmanship for ninety (90) days from return shipment. Company will use commercially reasonable efforts to make spare parts and repair services available for up to five (5) years from first delivery of the relevant Product to Buyer, subject to the commercial availability of materials and third-party components from Company's usual suppliers. For components manufactured by third parties, spare-parts availability is subject to the availability and terms of the respective original manufacturers. If a component becomes obsolete or unavailable, Company may supply a functionally equivalent replacement, which may differ in design or specifications, or offer an upgrade at Buyer's cost. Company shall have no liability for any unavailability of spare parts or repair services.

(j) **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, THE WARRANTY SET OUT IN THIS SECTION 10 IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, ANY STATUTORY WARRANTY AGAINST HIDDEN DEFECTS OR NON-CONFORMITY, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT THE PRODUCTS OR ANY SOLUTION GENERATED BY THEM WILL ACHIEVE ANY PARTICULAR MICROBIOLOGICAL, DISINFECTION, WATER-QUALITY OR REGULATORY RESULT IN BUYER'S APPLICATION. NO EMPLOYEE, AGENT OR RESELLER OF COMPANY IS AUTHORIZED TO GIVE ANY OTHER WARRANTY.

(k) **EXCLUSIVE REMEDY.** THE REMEDIES SET OUT IN THIS SECTION 10 ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT OR NON-CONFORMITY OF THE PRODUCTS. IF ANY EXCLUSIVE REMEDY IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, COMPANY'S SOLE LIABILITY SHALL BE TO REFUND THE PURCHASE PRICE PAID FOR THE DEFECTIVE PRODUCT, AND ALL LIMITATIONS AND EXCLUSIONS IN SECTION 11 SHALL CONTINUE TO APPLY.

11. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW: (A) IN NO EVENT SHALL COMPANY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, PRODUCTION, USE, GOODWILL OR REPUTATION, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, OR CLAIMS OF BUYER'S CUSTOMERS, ARISING OUT OF OR RELATING TO THE PRODUCTS OR ANY ORDER, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY ORDER OR THE PRODUCTS SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY BUYER TO COMPANY FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM.

The exclusions and limitations in this Section 11 and in Section 10 do not apply to Company's liability for damage caused by Company intentionally or through gross negligence, for death or personal injury caused by Company, or for defects fraudulently concealed by Company, nor to any other liability of Company to the extent that it cannot be excluded or limited under applicable mandatory law. Buyer acknowledges that the prices of the Products reflect the allocation of risk set out in Sections 10 and 11, which are an essential basis of the agreement between the parties.

12. Time Limit for Claims. To the extent permitted by applicable law, any legal action by Buyer arising out of or relating to the Products or any Order must be commenced within one (1) year after the date on which Buyer notified Company of the relevant claim in accordance with Section 10(b) or, for claims not subject to such notice, within one (1) year after delivery of the relevant Products, and in any event no later than two (2) years after delivery, failing which it shall be barred. This Section shall not apply to claims arising from Company's intentional breach of its obligations.

13. Indemnification. Buyer shall defend, indemnify and hold harmless Company, its affiliates and their respective officers, directors, employees and agents from and against all claims, losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or relating to: (i) the installation, operation, maintenance, modification or use of the Products by Buyer, its resellers or customers other than in strict accordance with the Documentation and the Operating Specifications; (ii) any breach by Buyer of Sections 8, 9, 17, 18 or 20; (iii) any warranty, representation or claim made by Buyer, its resellers or customers beyond those set out in these Terms and Conditions; (iv) any design, drawing or specification

supplied by Buyer; or (v) the negligence or wilful misconduct of Buyer, its resellers or customers. Company shall give Buyer prompt written notice of any such claim and reasonable cooperation, at Buyer's expense. Buyer shall not settle any claim in a manner that imposes any obligation, liability or admission on Company without Company's prior written consent.

Company shall have no obligation to defend, indemnify or hold harmless Buyer or any third party, except as expressly provided in a written agreement signed by an authorized officer of Company that specifically refers to this Section 13.

14. Insurance. Buyers that resell, install or service the Products for third parties shall maintain, at their own cost and with reputable insurers, general and product liability insurance with limits of not less than EUR 1,000,000 (or the equivalent in local currency) per occurrence and EUR 2,000,000 (or the equivalent in local currency) per year, and shall provide a certificate of insurance evidencing such coverage upon Company's request.

15. Payment. Payments shall be made in Euros (EUR), unless the Order states another currency, by bank transfer to the account designated by Company, free of any deduction, withholding, bank charge or currency-conversion cost, all of which shall be borne by Buyer. Unless otherwise stated in the Order, sixty percent (60%) of the Order value is due upon placement of the Order ("Advance Payment"), and the remaining forty percent (40%) is due upon Company's written notice that the Products are ready for collection or shipment ("Ready-to-Ship Notice"). Company shall have no obligation to commence production until the Advance Payment has been received, and if the Advance Payment is not received within fifteen (15) days after the Order, Company may cancel the Order by written notice. Company shall release the Products only after receipt of full payment. Time of payment is of the essence.

Overdue amounts shall bear interest, from the due date until paid in full, at the rate applied by the European Central Bank to its most recent main refinancing operation carried out before 1 January or 1 July (as applicable) of the relevant half-year, plus eight (8) percentage points per annum. In addition, Buyer shall pay a fixed compensation for recovery costs of EUR 40 per overdue invoice and shall reimburse Company for any further reasonable recovery costs, including legal and collection agency fees. Buyer shall not withhold or set off any amount against sums due to Company, except for amounts that are undisputed or finally determined in Buyer's favour by a court judgment or arbitral award. Company may apply any payment to any outstanding invoices as it deems fit.

If Buyer fails to pay the balance within fifteen (15) calendar days from the date of the Ready-to-Ship Notice, Company shall send a written reminder. If payment is not received within a further fifteen (15) calendar days from the date of the reminder, Company may terminate the Order by written notice, without the need for any judicial procedure. Because the Products are manufactured or configured to Buyer's Order and Company's resulting damages (including production, storage and opportunity costs and lost profit) would be difficult to determine, the parties agree that Company may retain the Advance Payment as liquidated damages and contractual penalty, which the parties acknowledge to be a reasonable estimate of Company's anticipated loss. Company may thereafter resell the Products to any third party. If Company resells the Products within twelve (12) months after termination, Company shall credit to Buyer the amount, if any, by which the Advance Payment plus the net resale proceeds exceeds the total price of the terminated Order plus Company's documented costs of storage, modification, remarketing and resale; Company shall have no other obligation to account to Buyer.

If Company has reasonable grounds to doubt Buyer's ability or willingness to perform, Company may suspend performance, require advance payment or other adequate security, or modify payment terms for any outstanding Order. No forbearance or indulgence by Company shall operate as a waiver of any of its rights.

16. Force Majeure. Company shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including fire, flood, earthquake, storm or other natural disaster, epidemic, pandemic, war, terrorism, riot, strikes and other labour disputes, acts of governmental authority, embargoes, sanctions, the imposition of or changes in tariffs, export or import restrictions or other trade measures, customs or port delays, shortages of energy, labour, materials or components, supplier failures, transportation disruptions, cyberattacks or IT systems failures (each, a “Force Majeure Event”). Company shall notify Buyer in writing within ten (10) business days after becoming aware of a Force Majeure Event likely to affect an Order, and the time for performance shall be extended for the period reasonably necessary to overcome its effects. If a Force Majeure Event delays performance for ninety (90) days or more, Company may cancel the affected Order and shall refund any Advance Payment received, less documented costs incurred in direct connection with that Order. A Force Majeure Event shall not excuse Buyer’s payment obligations for Products delivered.

17. Export Controls and Sanctions. The Products may be subject to the export control and sanctions laws of the European Union, its Member States, the United Nations, the United States (including the Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control) and other jurisdictions. Buyer shall comply with all such laws, shall obtain any required licences, and shall not, directly or indirectly, sell, export, re-export, transfer or otherwise make the Products available to any sanctioned or embargoed country, region, person or entity, or for any prohibited end use. Breach of this Section entitles Company to terminate any Order immediately without refund, and Buyer shall indemnify Company against all resulting fines, penalties and losses.

18. Anti-Corruption. Buyer shall comply with all applicable anti-bribery and anti-corruption laws, including the legislation of its own country, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, and shall not offer, promise, give or accept any bribe, kickback or improper payment to or from any person, including any public official, in connection with the Products. Breach of this Section entitles Company to terminate any Order immediately and to full indemnification from Buyer.

19. Governing Law; Dispute Resolution. These Terms and Conditions and all Orders, including any non-contractual dispute arising out of or in connection with them, are governed by the laws of the Republic of Estonia, without regard to its conflict-of-laws rules. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Provisions of these Terms and Conditions referring to the law of Buyer’s country shall be applied to the extent that such law governs the relevant matter.

The parties shall first attempt in good faith to resolve any dispute through negotiation for a period of thirty (30) days following written notice of the dispute, and may by mutual agreement refer the dispute to mediation. Any dispute not so resolved shall be settled as follows:

(a) **Buyers in the EU, Iceland, Norway or Switzerland.** Harju County Court (Harju Maakohus) in Tallinn, Estonia, and the competent Estonian appellate courts, shall have exclusive jurisdiction, in accordance with Regulation (EU) No 1215/2012 (Brussels I Recast) or the 2007 Lugano Convention, as applicable.

(b) **All other Buyers.** The dispute shall be finally resolved by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules. The seat of arbitration shall be Tallinn, Estonia. The tribunal shall consist of a sole arbitrator where the amount in dispute is less than USD 1,000,000 (or its equivalent), and otherwise of three arbitrators. Hearings may be held by videoconference. The arbitration and the award shall be confidential. The award shall be final and binding and judgment on it may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, (i) either party may seek urgent injunctive or interim relief from any competent court, in particular to protect its intellectual property or Confidential Information, and (ii) Company may also bring proceedings for the collection of unpaid amounts before the courts of the place where Buyer has its registered office or assets.

These Terms and Conditions are made in English. The language of any arbitration shall be English. Buyer acknowledges that proceedings before the Estonian courts are conducted in Estonian in accordance with Estonian procedural law. Upon Buyer's written request, Company will provide a courtesy translation into Buyer's language. In the event of any conflict, the English version shall prevail to the extent permitted by applicable mandatory law.

20. Confidentiality. Each party shall keep confidential all non-public information disclosed by the other party in connection with these Terms and Conditions, including technical data, product specifications, formulations, protocols, manufacturing processes, test results, pricing, business strategies and customer information ("Confidential Information"). Each party shall: (i) use the Confidential Information solely to perform its obligations or exercise its rights under these Terms and Conditions; (ii) not disclose it to any third party without the disclosing party's prior written consent, except to its employees and advisers who need to know it and are bound by equivalent obligations; and (iii) protect it with at least the same degree of care it uses for its own confidential information, and in no event less than reasonable care. These obligations survive for five (5) years after completion or termination of the relevant Order, and for trade secrets for as long as they remain protected as trade secrets under applicable law. Buyer acknowledges that Company's product design, electrolytic cell and coating technology, application protocols and know-how are valuable trade secrets of Company. These obligations do not apply to information that: (a) is or becomes public through no fault of the receiving party; (b) was lawfully known to the receiving party before disclosure, as shown by written records; (c) is independently developed without use of the Confidential Information; or (d) must be disclosed by law, court order or regulatory authority, provided that the receiving party gives prompt prior written notice, where legally permitted, to allow the disclosing party to seek protective measures. Any breach may cause irreparable harm, and the disclosing party shall be entitled to seek injunctive and interim relief without the need to post bond or prove actual damages.

21. Data Protection. Each party shall comply with the data protection laws applicable to it, including the General Data Protection Regulation (EU) 2016/679 ("GDPR"). Each party acts as an independent controller of any personal data of the other party's personnel that it processes in connection with these Terms and Conditions, shall process such data only for the purpose of performing the Orders, shall implement appropriate technical and organisational measures to protect it, and shall not transfer it to any third country except in compliance with applicable data protection laws.

22. Assignment. Buyer may not assign, transfer or delegate any of its rights or obligations under these Terms and Conditions or any Order, in whole or in part, whether voluntarily, by operation of law, or in connection with a merger, acquisition or change of control, without Company's prior written consent; any purported assignment without such consent is void. This restriction does not apply to the assignment of monetary claims, to the extent that applicable law does not permit such assignment to be restricted. Company may assign or transfer its rights and obligations, in whole or in part, to any affiliate or to any successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets or of the business to which the Products relate, and Buyer hereby consents in advance to any such assignment. These Terms and Conditions bind and benefit the parties and their permitted successors and assigns.

23. Notices. Notices under these Terms and Conditions shall be in writing and deemed given: (i) upon delivery by hand with written acknowledgment of receipt; (ii) upon delivery by an internationally recognized courier with confirmation of delivery; (iii) upon receipt by registered or certified electronic mail (such as PEC

in Italy); or (iv) upon sending by email, provided that the addressee confirms receipt in writing or a copy is also sent by courier within two (2) business days. Notices to Company shall be sent to Kirkmayer Industries OÜ, Tööstuse tn 86, 10416 Tallinn, Estonia, office@kirkmayer.com. Buyer's notice address shall be the postal and email address stated in the relevant Order. Either party may update its notice details by notice given in accordance with this Section.

24. General. (a) **Severability.** If any provision of these Terms and Conditions is held invalid or unenforceable, the remaining provisions shall continue in full force and effect and, to the extent permitted by applicable law, the invalid provision shall be replaced by the valid provision that most closely reflects the parties' original intent. (b) **Waiver.** No waiver shall be effective unless in writing, and no waiver of any breach shall operate as a waiver of any other or subsequent breach. (c) **Relationship.** The parties are independent contractors; nothing herein creates any agency, commercial agency, partnership, franchise or joint venture. (d) **No Third-Party Rights.** Nothing in these Terms and Conditions confers any right or remedy on any person other than the parties. (e) **Survival.** Sections 5, 8 to 15, 17, 18 and 19 to 24 and the Annex survive the completion, expiration or termination of any Order. (f) **Electronic Signatures.** Orders and acceptances may be executed electronically and in counterparts, each of which shall be deemed an original. (g) **Days.** References to "days" mean calendar days unless business days are specified.

25. Entire Agreement; Amendments. Subject to Section 1, these Terms and Conditions (including the Annex), together with each Order, constitute the entire agreement between the parties regarding their subject matter and supersede all prior negotiations, proposals, representations, warranties and understandings, whether oral or written. Each party acknowledges that it has not relied on any statement, representation or warranty not expressly set out herein, without prejudice to liability for fraud. These Terms and Conditions apply to all sales of Products by Company to Buyer and may only be amended by a written instrument signed by an authorized officer of each party. These Terms and Conditions replace all previous versions of Company's general terms and conditions of sale for Orders placed on or after their date of issue.

26. Acceptance. By submitting a purchase order, accepting an offer, making any payment, or accepting delivery of any Product, Buyer confirms that it has read, understood and agreed to be bound by these Terms and Conditions in their entirety, including the Annex, the warranty limitations, the limitations of liability and the governing law and dispute resolution provisions.

Annex – Country-Specific Provisions

The following provisions apply, in addition to or in replacement of the corresponding provisions above, to Buyers having their registered office in the countries indicated.

A. United States of America.

A.1 Business use. Buyer represents that the Products are not “consumer products” within the meaning of the Magnuson-Moss Warranty Act or any similar state law.

A.2 Security interest. In addition to Section 5, to the extent any Products are delivered before full payment, Buyer grants Company a purchase-money security interest in such Products and their proceeds to secure payment of all amounts due, and authorizes Company to file UCC financing statements and take any other action reasonably necessary to perfect such security interest.

A.3 Importation and regulatory requirements. Buyer’s responsibilities under Sections 4 and 8 include, where applicable, any notice of arrival required by the U.S. Environmental Protection Agency for pesticide devices, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and state pesticide requirements, drinking-water product certification requirements (such as NSF/ANSI/CAN 61), electrical-safety listing requirements, and California Proposition 65.

A.4 Insurance. The insurance required under Section 14 shall be commercial general liability insurance including products-completed operations coverage with limits of not less than USD 1,000,000 per occurrence and USD 2,000,000 in the annual aggregate, and shall name Company as an additional insured on a primary and non-contributory basis.

A.5 Conspicuous terms. Buyer acknowledges that Sections 10(j), 10(k) and 11 are conspicuous and form an essential basis of the bargain.

A.6 JURY AND CLASS ACTION WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR ANY ORDER, AND AGREES THAT ANY PROCEEDING SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION.

B. Germany and Austria.

B.1 Statutory warranty. The exclusion in Section 10(j) includes, to the extent permitted by mandatory law, the statutory warranty rights under §§ 434 et seq. of the German Civil Code (BGB) and the corresponding provisions of Austrian law.

B.2 Interoperability. The rights referred to in Section 9 include those under § 69e of the German Copyright Act (UrhG) and the corresponding Austrian provisions, subject to the conditions set out therein.

B.3 Contractual penalty. Any reduction of the amount retained under Section 15 shall be assessed in accordance with § 343 BGB or § 1336 of the Austrian Civil Code (ABGB), as applicable, and the principles set out in Section 15.

B.4 General terms. To the extent these Terms and Conditions constitute general terms and conditions (Allgemeine Geschäftsbedingungen) and any provision is held invalid, Section 24(a) shall apply.

C. France.

C.1 Hidden defects. The exclusion in Section 10(j) includes, to the extent permitted by mandatory law,

the legal warranty against hidden defects (garantie des vices cachés) under Articles 1641 et seq. of the French Civil Code.

C.2 Penalty clause. Any reduction of the amount retained under Section 15 shall be assessed in accordance with Article 1231-5 of the French Civil Code and the principles set out in Section 15.

C.3 Language. Section 19 applies to the extent permitted by French Law No. 94-665 (Loi Toubon).

D. Italy.

D.1 Hidden defects and penalty. The exclusion in Section 10(j) includes, to the extent permitted by mandatory law, the warranty for defects (garanzia per i vizi) under Articles 1490 et seq. of the Italian Civil Code. Any reduction of the amount retained under Section 15 shall be assessed in accordance with Article 1384 of the Italian Civil Code and the principles set out in Section 15.

D.2 Specific approval. Pursuant to Articles 1341 and 1342 of the Italian Civil Code, Buyer declares that it has read and specifically approves the following clauses: 1 (prevalence of these Terms and Conditions and of the Annex); 2 (rejection of Buyer's terms, deemed acceptance, prohibition of cancellation); 3 (price adjustment, Taxes and Duties); 4 (non-binding delivery dates, deemed delivery, storage); 5 (retention of title); 6 (modifications to Products); 7 (operating conditions and Buyer's liability); 8 (regulatory responsibility); 9 (intellectual property restrictions); 10 (warranty limitations, time limits for notices, exclusions, batch defects, no withholding); 11 (limitation of liability); 12 (time limit for claims); 13 (indemnification); 15 (prohibition of set-off, termination, retention of the Advance Payment, suspension of performance); 16 (force majeure and Company's right to cancel); 17 (termination without refund); 19 (governing law and exclusive jurisdiction); 22 (prohibition of assignment and Company's right to assign).

Buyer's signature for specific approval: _____

E. Spain, Portugal and Belgium.

E.1 Hidden defects and penalty. The exclusion in Section 10(j) includes, to the extent permitted by mandatory law, the statutory warranty against hidden defects (saneamiento por vicios ocultos / garantía por vicios ocultos / garantie des vices cachés). Any reduction of the amount retained under Section 15 shall be assessed in accordance with the applicable national provisions and the principles set out in Section 15.

F. Netherlands.

F.1 Netherlands Commercial Court. The parties may, by separate written agreement, submit disputes with a Buyer having its registered office in the Netherlands to the Netherlands Commercial Court (NCC), which conducts proceedings in English, instead of the courts referred to in Section 19(a).

By ordering Company's Products, Buyer agrees to these Terms & Conditions.

ACCEPTED AND AGREED

**For and on behalf of
KIRKMAYER INDUSTRIES OÜ**

KIRKMAYER INDUSTRIES OÜ
TÖÖTUSE TN.86, TALLINN, ESTONIA
10416 HARJU MAAKOND
REG.NR. 14130692
VAT NR. EE101917623

Signature

Mario Pica – Co-CEO
Name and Title

Date

**For and on behalf of
BUYER**

Signature

Name and Title

Date