

PROMIX SOLUTIONS

GENERAL TERMS AND CONDITIONS OF SERVICE CONTRACTS

These Terms and Conditions can be found on the Internet under www.promix-solutions.com

1. GENERAL

1.1 Definitions

"BUYER" means an individual or entity which signs the CONTRACT documents as counterpart to PROMIX SOLUTIONS.

"CONTRACT" means the PURCHASE ORDER plus all documents referred to therein.

PROMIX Service Offers and Service Packages

PROMIX offers its BUYERs base services and service packages for the support of the operation and maintenance of PROMIX gas dosing systems. The services are for PROMIX systems as communicated to the BUYER by a PROMIX commission number. The services do not extend to equipment that does not stem from PROMIX Solutions AG.

The PROMIX Service Offer

The PROMIX service organization is available to BUYER's for inquiries and remote support. PROMIX specialists are available for planned maintenance and case-by-case support.

PROMIX Service Packages

BUYER can either rely only on the Base Service from PROMIX or purchase standardized service packages from PROMIX. The Base Service is provided upon availability.

Under service packages, a BUYER benefits from included services, extended services, defined service levels or preferential treatment, depending on the service package selected. Service packages must be purchased for a fixed (minimum) term. Service packages can be purchased for both new PROMIX systems and those already in use.

With its service packages, PROMIX aims to maximize the uptime of the BUYER's gas dosing stations. This is achieved through lean, cost-effective, fast and high-quality services based on flexibility wherever they are needed.

2. SERVICES OF PROMIX

2.1. Remote Service

The PROMIX Service is available to all BUYER's for inquiries and reports and is the central point of contact for BUYERs. The service team provides remote support to the BUYER. The PROMIX service can also receive spare parts orders and requests for on-site support and coordinates these with the BUYER.

Remote support is provided by phone, virtually via online communication tools (such as MS Teams), or via email, and combined with remote access as appropriate.

Availability: via telephone +49 6441 566 94 25 or via e-mail service@promix-solutions.com

Base service: Receipt of requests based on availability, usually responding within <16 business hours.

Service package: Prioritized handling of requests, response within <1 business hour, and guaranteed spare parts availability.

2.2. General and Service Hours

The PROMIX service is responsible for processing and handling requests. It is primarily provided during business hours, i.e. Monday to Friday 8 am - 5 pm CET, excluding national and local holidays in Germany. In case of urgency, support will be provided outside business hours whenever possible.

Under the service packages, the individual remote support assistance begins as soon as possible and with an intervention time of less than 1 hour in each case, calculated within business hours.

In all other cases, remote support will be provided based upon availability only.

2.3. Maintenance Service

Maintenance of the booster unit helps to preserve the functionality of PROMIX gas dosing systems and contributes to reliability and trouble-free operation. The PROMIX maintenance service for gas dosing systems is a booster replacement. The replacement device is a PROMIX maintained original device with guaranteed equivalent performance and the same warranty conditions as for any PROMIX device.

For the Base Service, service will be offered upon request, where the PROMIX service indicator provides the recommended interval guidance for services. For the Base Service, service will be executed and will be compensated according to the actual PROMIX price list.

With the service packages the BUYER is entitled to maintenance services by means of booster replacement shipping and/or on-site installation. This service is guaranteed, independent from the general service indicator guidance displayed on the HMI of the gas dosing system.

The frequency of the service depends on the selected package and is defined in the respective Promix quotation:

Booster Service | A

entitles the BUYER to a biennial (every 2 years) or yearly (every 1 year) replacement shipping service of the booster device, not including any on-site service.

The shipping costs for the replacement delivery of the booster (service A) are as follows: The BUYER bears the organization and costs for shipping the BUYER device to PROMIX, PROMIX bears the organization and costs for shipping of the replacement device to the BUYER.

Gas Dosing Station Service | B

entitles the BUYER to a biennial (every 2 years) or yearly (every 1 year) inspection and maintenance service of the respective gas dosing station. The service includes the maintenance or replacement of the booster device and the complete inspection of the gas dosing station at the Promix site in Wetzlar, Germany.

The shipping costs for the gas dosing station (service B) are as follows: The BUYER bears the organization and costs for shipping the gas dosing station to PROMIX, PROMIX bears the organization and costs for shipping of the serviced gas dosing station back to the BUYER. Additional PROMIX maintenance services can be purchased in any case individually, including on-site services.

2.4. Emergency Service

2.4.1. Remote Support

BUYER operation may sensitively rely on the operation of the PROMIX gas dosing system.

Under the service packages, the BUYER is entitled to accelerated support via the emergency service. If the BUYER production line is forced to interrupt production due to malfunctioning of the PROMIX gas dosing booster

system, immediate actions are triggered to enable re-start of the operation as quickly as possible.

The first step will always be the remote support option, where PROMIX service personnel receive the case details and define appropriate actions together with the BUYER to re-enable production.

For the Base Service, service will be offered upon request and availability.

2.4.2. Booster Service with Replacement Shipping

In case the remote service cannot solve the problem to re-start reliable BUYER operations, a booster replacement service with replacement shipping will be initiated.

Under the service packages, the respective device will be ready for hand-over to the carrier within guaranteed and prioritized 8 business hours (dispatch lead time).

The availability of the device is guaranteed.

If the booster device availability is not met, PROMIX will issue for each business day of delay a credit to the BUYER in an amount equal to 2.0% of the annual flat fee for the service packages, to the exclusion of any other remedies or claims by the BUYER. The total credits per contract year are limited to an amount equal to 20% of the annual flat fee. Such credits may be applied to future invoice amounts only. Payment in cash is excluded.

If additional on-site service is required in an emergency case, the actual PROMIX pricelist applies.

For the Base Service, service will be offered upon request and availability.

The shipping costs for the replacement delivery of the booster are divided as follows: The BUYER bears the organization and costs for shipping the BUYER device to PROMIX, PROMIX bears the organization and costs for shipping the replacement device.

2.4.3. Spare Parts Service

Original PROMIX spare parts enable PROMIX gas dosing systems to be maintained and repaired with qualified and tested spare parts.

Under the service packages, PROMIX grants the BUYER preferential support and guaranteed availability for the procurement of spare parts. This includes specially qualified advice on the identification and procurement of spare parts and prioritized processing of spare parts orders. The booster device cost is included in the package fee for both the maintenance service and the

emergency service. Spare parts for the gas dosing system are available for purchase according to the actual PROMIX price list.

For the Base Service, spare parts will be offered upon request and availability according to the actual PROMIX price list.

2.5. On-Site Support

Maintenance helps to preserve the functionality of PROMIX gas dosing systems and contributes to reliability and trouble-free operation. Maintenance is carried out by qualified personnel, according to checklists and maintenance schedules and considering the system-specific operating time.

System maintenance and troubleshooting can be carried out 1. by remote maintenance, 2. by booster replacement delivery or 3. on site at the BUYER's premises. The latter is possible on working days during PROMIX business hours and at the previously agreed time.

As part of the service packages, any necessary on-site support has priority over requests under Base Service conditions.

In any other case including emergency cases, maintenance and troubleshooting will be carried out upon request and according to the actual PROMIX pricelist. In such cases, the BUYER will be invoiced for travel costs, expenses, spare parts and service hours in accordance with the current PROMIX price list.

The BUYER must allow PROMIX access and unhindered work conditions to its gas dosing system for on-site support.

The BUYER shall take the necessary measures to protect people and property at the workplace. The BUYER shall inform the PROMIX service above all existing special safety and access regulations, as far as these are of relevance to PROMIX.

2.6. Compensation

BUYER shall compensate for the services of PROMIX on a time and materials basis and in accordance with the price list of PROMIX valid at the time. This shall always apply if a service is not covered by a flat fee.

2.7. Service Packages

2.7.1. Annual Flat Fee

PROMIX charges an annual flat fee for the PROMIX service packages. This flat fee is payable annually in advance and is non-refundable. The flat fee covers those services and benefits that are included in the flat fee; further services provided by PROMIX are to be compensated in accordance with the PROMIX price list valid at the time.

During a fixed contract term, the annual flat fee may not be adjusted. PROMIX may adjust the annual flat fee with effect on subsequent fixed renewal terms. After announcement of such an adjustment, the BUYER shall be entitled to terminate a service package within 10 days of receipt of the announcement. If a service package is not terminated within this period, the adjustment shall be deemed accepted.

2.7.2. Service Packages: Included Services

Under the service packages, there are no handling fees, these are included in the annual flat fee, except for the return shipment fees for the booster present at the BUYER site and the shipment of the gas dosing station to Promix.

The flat service fee includes emergency service, preferential support and preferential conditions for the procurement of spare parts.

2.8. Assumptions for the Services Included in the Service Packages

All services included in the service packages assume that the BUYER has not tampered with or modified the PROMIX gas dosing system, complies with PROMIX specifications, regulations, operating and maintenance instructions, and uses only original PROMIX spare parts. If this is not the case and PROMIX incurs additional costs as a result, additional compensation may be due.

If the BUYER selects purchasing the A service package for an existing system where a modification of PROMIX service personnel is required to enable smooth booster replacement, the BUYER may be required to additionally purchase on-site installation service once and upfront.

In addition to the PROMIX General Terms & Conditions, the BUYER has an obligation to cooperate.

2.9. Telecommunications links & Liabilities

Remote support by PROMIX, remote maintenance requires telecommunication connections between the BUYER and PROMIX.

The BUYER is responsible for taking security measures and precautions to ensure that his security requirements are met when communicating via telecommunication links. PROMIX also refers to the following common recommendations:

- Use of separate data networks for machine PCs (IPCs) and office/administration networks. Otherwise, the BUYER must protect its IT assets with suitable access protection mechanisms.
- Immediate implementation of software updates for all software in use.

PROMIX may make live recommendations for actions and solutions to the BUYER with direct reference to the BUYER's gas dosing system. The BUYER follows such recommendations for action and solutions at its own risk and must always ensure the safety of the BUYER's personnel and the integrity of its gas dosing system before following them. In case of doubt, the recommended actions and solutions should be suspended and PROMIX technicians should be requested for on-site assistance.

2.10. Incident Reporting

It is also in the BUYER's own interest to report any malfunction of its PROMIX gas dosing system as soon as possible. The BUYER must actively cooperate for fault analysis in the case of malfunctions. An incident report must at least contain information on the time and type of malfunction, the function in which the incident occurred, and the work that was being carried

out on or with the PROMIX gas dosing system when the incident occurred.

2.11. Entry into force, Duration and Termination

The contract shall enter into force upon transmission of the order confirmation by Promix Solutions to BUYER and shall be concluded for the following contract term:

- Base Service without service package: For an indefinite period, whereby the BUYER may terminate the contract at any time with one month's notice.
- Service packages: For an initial fixed contract term of 2 years from the start of the initial fixed contract term, with the contract being automatically renewed thereafter for 2 additional years each if it is not terminated by either party with one month notice to the end of the initial fixed contract term or any renewal term.

3. GENERAL TERMS & CONDITIONS OF PROMIX SOLUTIONS AG

All General Terms & Conditions of PROMIX SOLUTIONS AG shall apply and form an integral part of this contract. In the event of

contradictions, this contract document shall take precedence.

Deviating terms and conditions of the BUYER shall only apply if they have been expressly accepted by PROMIX in writing.

Service descriptions of PROMIX in other documents are only of a supplementary and illustrative nature. The contractual relationship is governed solely by the present contract and its constituent parts.