

## GENERAL TERMS AND CONDITIONS OF SERVICE

**1 · Definitions:** In this document: 1) "Kromschroeder" refers to Kromschroeder, S.A., a Spanish company with registered office at Calle Santa Eulalia, number 213, l'Hospitalet de Llobregat, 08902, Barcelona, and VAT ID ES A-28.060.515; 2) "Client", refers to the natural or legal person contracting the services offered by Kromschroeder; 3) "Parties", refers to Kromschroeder and the Client jointly; 4) "Services", refers to all services provided by Kromschroeder to the Client, which may consist of one or more of the following: (i) commissioning of equipment or systems sold by Kromschroeder to the Client; (ii) training of operators responsible for system supervision and inspection; (iii) operational assistance; (iv) preventive maintenance; (v) curative and corrective maintenance; (vi) remote technical support; (vii) unforeseen maintenance and additional services; (viii) spare parts; and (ix) consumables; 5) "Offer", refers to any document issued by Kromschroeder to the Client indicating the scope, conditions, and prices of the Services; 6) "Acceptance of the Offer", refers to any document issued by the Client to Kromschroeder implying acceptance of the Offer; 7) "Service Request", refers to the request made by the Client to Kromschroeder for the contracting of one or more Services, submitted via email, telephone, or web portal (Purchase Order); 8) "Confirmation of the Service Request", refers to the document issued by Kromschroeder to the Client confirming the Service Request; 9) "Special Conditions", refers to the specific terms and requirements agreed upon by the Parties that supplement or modify the general terms of sale, applicable to a specific Offer or Service Request; 10) "General Conditions", refers to these present General Terms and Conditions of Service; and 12) "Intellectual Property", means all copyrights, trademarks, trade secrets, patents, utility models, and other recognized intellectual property rights, whether registered or not, in any jurisdiction worldwide, including all related applications and registrations.

**2 · Exclusive terms:** The provision of Services by Kromschroeder shall be governed exclusively by these General Conditions, unless the Parties have entered into Special Conditions or a service agreement, in which case the General Conditions shall apply on a supplementary basis. In the event of a conflict between the Special Conditions and the General Conditions, the former shall prevail.

In the provision of Services, no additional terms or conditions shall apply unless expressly agreed in writing by the Parties. The application of any policy or contractual condition of the Client is expressly excluded.

**3 · Perfection of the contract:** The contract shall be considered perfected upon receipt by Kromschroeder of the Acceptance of the Offer or, where applicable, upon issuance by Kromschroeder of the Confirmation of the Service Request.

The Client expressly and irrevocably declares to know, understand, and unreservedly accept these General Conditions. To this effect, if the contractual relationship between Kromschroeder and the Client is formalized in writing, these shall form an inseparable part of the contract and shall be deemed accepted by the Client through its signature and adherence thereto; or, if the relationship is not formalized in writing, provided that Kromschroeder has previously informed the Client of their existence, whether by direct delivery, publication on its website, or through a link published on said site.

The Acceptance of the Offer may not introduce modifications, reservations, or conditions different from those contained in the Offer. Any modification of the original terms shall require Kromschroeder's express written acceptance.

Acceptance of the Offer by any means constitutes the Client's acceptance of the Services, their scope, and the conditions of their provision, as well as of the General and Special Conditions, even in case of discrepancies with the Client's general terms and conditions. Such acceptance shall be valid whether the General Conditions are attached to the Confirmation of the Service Request or the Offer, or accepted by click or digital confirmation through Kromschroeder's web portal.

**4 · Modification of the General Conditions:** Kromschroeder reserves the right to adapt or modify these General Conditions at any time, notifying the Client of such changes in accordance with applicable law. In the event of any adaptation or modification, the new General Conditions shall apply only to the provision of Services formalized after their publication and entry into force.

**5 · Prices of the Services indicated in the Offer and in the Confirmation of the Service Request:** The prices of the Services indicated in the Offer are valid for the first year. For subsequent years, such prices shall be adjusted according to the variations of the Consumer Price Index (IPC) officially published. In the case of spare parts and consumables, prices shall also be valid for one year but will be updated annually based on actual cost variations incurred. However, in the case of commissioning or one-time Services, prices shall be valid until completion of such Service or until the validity date indicated in the Offer.

**6 · Invoicing of the Services:** The price, form, and payment term of the Services to be provided to the Client shall be those indicated in the invoice issued once the provision of the Services has been completed. In the absence of any specific agreement, issued invoices shall be payable upon presentation. Unless otherwise provided in the Special Conditions, payment for the Services shall be made in full and in advance, by bank transfer, prior to the commencement of the Services, and upon completion, the corresponding difference shall be invoiced in the event that more working hours have been performed or more materials used than those initially budgeted.

Any delay in payment of the price shall oblige the Client to pay Kromschroeder late payment interest in accordance with Act 3/2004, of December 29, which establishes measures against late payment in commercial transactions.

The Client may not withhold payment of any amount owed to Kromschroeder by way of compensation, counterclaim, reduction, or similar deduction, unless previously authorized in writing by Kromschroeder.

**7 · Taxes, duties, levies:** All taxes, duties, or levies arising from the provision of the Services shall be fully borne by the Client.

**8 · Commencement and execution period of the Services:** The commencement and execution period of the Services indicated in the Offer or in the Confirmation of the Service Request shall be approximate. Kromschroeder shall make its best efforts to meet these deadlines. However, any delay or extension of the deadlines shall not entitle the Client to cancel the Services or to claim any compensation or penalty. In the event of an extension of the execution period, the additional hours shall be invoiced upon completion of the Services.

**9 · Service provision schedule:** The preferred schedule for the provision of Services shall be Monday to Friday between 08:00 and 18:00 hours. Hours worked outside the preferred schedule and/or exceeding 8 hours per day shall be considered additional hours and will be billed as full hours, as indicated in the Special Conditions, with no fractional hours being counted.

**10 · Right to apply price adjustments:** Kromschroeder reserves the right to apply price adjustments to the Services from the acceptance of the Offer or the Confirmation of the Service Request until invoicing to the Client, to reflect increases in material, labor, tax, exchange, customs, or other similar costs.

**11 · Cancellation costs for scheduled assistance:** The following cancellation costs shall apply if the Client cancels a scheduled assistance:

- If the Client notifies the cancellation less than 48 hours in advance, the Client shall pay to Kromschroeder the penalty indicated in the Offer plus the costs for cancellations, travel rescheduling, and other similar costs.
- If the Client notifies the cancellation more than 48 hours in advance, the Client shall pay to Kromschroeder the costs for cancellations, travel rescheduling, and other similar costs.

**12 · Conditions for the provision of on-site Services:** For the proper and timely execution of on-site Services, the Client guarantees that it has previously fulfilled the following conditions, assuming all responsibility arising therefrom, both towards Kromschroeder and towards the Client itself, as a result of any non-compliance: (i) adopt all relevant safety measures at the facility; (ii) carry out the necessary occupational risk prevention (ORP) procedures to authorize access by technical personnel; (iii) facilitate access to the facilities, including restrooms, water, electricity, dining area, and other necessary spaces; (iv) provide a safe area where Kromschroeder personnel may store equipment, tools, components, and personal belongings; (v) allow the disconnection of systems, power supply, or other elements if required for the intervention; (vi) provide and properly position the consumables necessary for the execution of the Services; and (vii) organize on-site the removal, management, and disposal of packaging, oils, waste, or other parts resulting from the execution of the Services.

Furthermore, the Client must inform Kromschroeder, at least 15 days prior to the start of on-site Services, of any special occupational risk prevention rules related to the Client's activity and of any relevant safety aspects for the provision of such Services. If access to the plant and/or the provision of the Service requires Kromschroeder's personnel or that of its subcontractors to attend a specific training course, the time and resources invested shall be invoiced to the Client upon completion of the Services, as a risk prevention concept, in accordance with the rates indicated in the Special Conditions.

For Services requiring work at height, the Client must provide Kromschroeder with the necessary lifting equipment, which must in all cases comply with the minimum requirements established by occupational risk prevention regulations. If the Client does not have such equipment, Kromschroeder may supply it and shall invoice the Client for the full rental cost, applying an additional 15% surcharge on said amount for management and insurance coverage purposes.

The Client shall ensure the safety of Kromschroeder's personnel and property during the provision of the Services.

**13 · Travel, transportation, accommodation, and subsistence expenses:** Unless expressly stated otherwise in the Special Conditions, the Client shall be responsible for the management, contracting, and full payment of all services necessary for the performance of the contracted Services, including, among others, transportation (airplane, train, vehicle rental), accommodation and subsistence (including breakfast), as well as any internal travel. The category or class of such services shall not be lower than that used by the Client's personnel accompanying Kromschroeder's personnel. The details and conditions of transportation and accommodation services shall be previously agreed upon by the Parties and shall be borne by the Client. If the Client does not wish to directly manage and contract such services, Kromschroeder may arrange them on behalf of the Client. In such case, Kromschroeder shall invoice the Client for said costs, applying an additional 15% surcharge as management expenses.

**14 · Other expenses:** All expenses incurred by Kromschroeder during the period of provision of the contracted Services —and paid directly by it— shall be increased by an additional 15% as management expenses.

**15 · Certification of hours:** The Client, if requested by Kromschroeder, undertakes to certify truthfully and upon completion of the Services, or monthly in the case of continuous Services, the number of hours effectively worked by Kromschroeder's personnel. Such certification shall serve as the basis for invoicing the Services.

**16 · Warranty:** The warranty period for the Services shall be twelve (12) months, counted from the date of completion of the provision of the Services, provided that such completion is not delayed due to reasons attributable to the Client.

The warranty covers the proper performance of the Services, as well as the suitability of the materials and components used.

The warranty regulated under these General Conditions is the only one granted by Kromschroeder. Kromschroeder makes no other express or implied, oral or written warranties with respect to the Services, their application or use, or any other aspect.

**17 · Automatic renewal of periodic preventive maintenance contracts:** Once the expiration date of the periodic preventive maintenance contracts has been reached, the contract shall be automatically renewed for successive equal periods, unless either Party notifies in writing its intention not to renew at least 15 days prior to the expiration date. In the event of renewal, the conditions of the original contract shall remain in force, unless the Parties expressly agree on new conditions in writing.

**18 · Incidents in the performance of the Services:** The Client must notify Kromschroeder in writing, immediately upon becoming aware, of any error in the performance of the Services and grant Kromschroeder the opportunity to correct it. Failure to comply with the foregoing shall prevent the Client from filing any claim regarding any loss or damage arising from such breach.

**19 · Exemption from liability for damages suffered as a result of the performance of the Services:** Kromschroeder shall not assume any liability for damages or losses that the Client and/or third parties may suffer as a consequence of the Services.

**20 · Limitation of liability:** The Client shall be solely responsible for any damage caused by its operators, including damage affecting material provided by Kromschroeder for the execution of the Services.

Kromschroeder shall not be liable for indirect damages (such as loss of profit, loss of benefits, or any incidental indirect damage), and its total liability shall in no case exceed the amount of the Services provided.

**21 · Administrative documentation:** The Client shall be responsible for processing and bearing the cost of all permits, official authorizations, certificates, and other administrative or official documents necessary for the execution of the Services.

**22 · Right to modification of the Services:** Kromschroeder reserves the right to modify, at any time and without prior notice, the scope and prices of the Services. Such modifications shall apply only to new Services to be provided by Kromschroeder in the future.

**23 · Intellectual Property:** No right, title, or interest in the Intellectual Property provided by Kromschroeder under the contract shall be transferred to the Client, including Intellectual Property existing prior to, or created independently of, the performance of the contract.

All Intellectual Property and the results of any service, whether related to the Services or provided by Kromschroeder—including software, models, designs, drawings, documents, inventions, and know-how (“Inventions”)—conceived or developed by Kromschroeder in connection with the contract, shall be the exclusive property of Kromschroeder, and the Client assigns to Kromschroeder any rights it may have in such inventions.

The Client has no rights or licenses to any Intellectual Property or inventions provided by Kromschroeder, except those expressly granted in the contract.

The Client expressly acknowledges that any creative strategy or technical solution developed by Kromschroeder, understood as the materialization of a technical, functional, or creative approach specifically designed for the Client, constitutes an original creation subject to intellectual property rights, the exclusive ownership of which belongs to Kromschroeder.

Its use, reproduction, communication, transfer, or disclosure to third parties is expressly prohibited, except with Kromschroeder's prior written authorization.

**24 · Force majeure:** Kromschroeder shall not be liable for any delay or failure in the provision of the Services due to causes of force majeure, including, but not limited to, shortage or inability to obtain materials or components, delays, or other events that may limit Kromschroeder's ability to perform, such as wars, natural disasters, strikes, riots, civil unrest, armed conflict, terrorism or imminent threat thereof, epidemics, pandemics, or other health crises, among others.

In the event of a delay in the execution of the Services caused by circumstances of force majeure or by the Client, the execution date of the Services shall be extended by the period of delay or, where applicable, by the period mutually agreed upon by the Parties.

**25 · Data protection:** Both Parties agree to process personal data in accordance with applicable legislation.

**26 · Claims:** The Client must notify Kromschroeder in writing, immediately, of any breach of these General Conditions that it detects or that it should reasonably have detected, and grant Kromschroeder the opportunity to remedy it. Failure to comply with the foregoing shall prevent the Client from filing any claim regarding any loss or damage arising from such breach.

**27 · Confidentiality:** The Parties shall maintain strict confidentiality regarding any information accessed as a result of their contractual relationship.

**28 · Assignment and subcontracting:** The Client may not assign its rights or obligations or subcontract, in whole or in part, its obligations under these General Conditions without Kromschroeder's prior written consent. Kromschroeder may delegate, assign, transfer, pledge or otherwise deal with, subcontract or renew any or all of its obligations under these General Conditions without the Client's consent.

**29 · Relationship between the Parties:** Nothing in these General Conditions, nor any action taken by the Parties under these General Conditions, shall create a partnership, joint venture, or agency relationship between the Parties.

**30 · Termination:** Kromschroeder may terminate the contractual relationship with the Client by providing reasonable notice, without no right to compensation.

**31 · Severability:** If any clause of these General Conditions is declared invalid, illegal, or unenforceable, in whole or in part, in any jurisdiction, this shall not affect the validity of the remaining clauses of these General Conditions or the application of such provision in other jurisdictions.

In such case, the Parties undertake to negotiate in good faith a modification that most faithfully reflects the original intent, in a valid and enforceable manner.

**32 · Notices:** All notices provided for in these General Conditions must be made in writing and shall be deemed validly delivered if sent by email with acknowledgment of receipt, from the moment the receipt of the email is confirmed.

**33 · Electronic contracting:** In cases of online or electronic contracting, the Client and Kromschroeder mutually waive the pre-contractual and post-contractual information obligations regulated in Articles 27 and 28 of Act 34/2002, of July 11, on Information Society Services and Electronic Commerce.

**34 · Governing law and dispute resolution:** These General Conditions shall be governed by Spanish law. The Client and Kromschroeder submit to the jurisdiction of the courts and tribunals of Barcelona, expressly waiving any other jurisdiction or venue that may apply.