

	Customer Sales Terms & Conditions	Document code	TC SALES
		Rev / Date	1 / 11.05.2026

1. General

1.1 These General Terms and Conditions shall apply to all quotations, order confirmations, deliveries and services provided by B3 Energy Solutions GmbH ("Contractor").

1.2 Any terms and conditions of the Purchaser conflicting with or deviating from these Terms shall not apply unless expressly accepted by Contractor in writing.

1.3 The Contract shall consist of Contractor's quotation and/or order confirmation, these General Terms and Conditions, agreed technical documentation. In case of contradiction, the order confirmation shall prevail over these Terms.

2. Scope of Supply

2.1 Contractor's obligations are limited exclusively to the scope expressly stated in the quotation or order confirmation.

2.2 Unless explicitly included, civil works, foundations, insulation, electrical installation, automation/instrumentation, utilities, cranes and lifting equipment, scaffolding, commissioning consumables, site logistics, upstream/downstream equipment, permits and approvals are excluded from Contractor's scope.

2.3 Purchaser shall ensure that all interfaces to third-party equipment are technically suitable and compatible.

2.4 Any modification or change requested by Purchaser after contract award shall be subject to mutual written agreement regarding price and schedule adjustment.

3. Prices and Payment

3.1 All prices are net prices excluding VAT, duties, taxes, tariffs and other governmental charges unless otherwise stated.

3.2 Payments shall be made without deduction by bank transfer to Contractor's nominated account.

3.3 Contractor reserves the right to suspend performance in case of delayed payment.

3.5 Interest on overdue payments shall be charged at 9 percentage points above the applicable ECB base rate.

4. Delivery and Schedule

4.1 Delivery dates are non-binding unless expressly agreed as binding in writing in the purchase order letter.

4.2 Delivery shall be according to the agreed Incoterms® edition valid at contract date.

4.3 Partial deliveries shall be permitted.

4.4 Delays caused by Purchaser, including but not limited to delayed approvals, missing technical information, incomplete site readiness, delayed payments, delayed customer-supplied

equipment, shall entitle Contractor to a reasonable extension of time and reimbursement of resulting costs.

4.5 Contractor shall not be liable for delays caused by Force Majeure events including but not limited to war, strikes, supply chain disruptions, governmental restrictions, export restrictions, natural disasters, epidemics, transport disruptions.

5. Transfer of Risk and Retention of Title

5.1 Risk shall transfer according to the agreed Incoterms®.

5.2 All supplied goods shall remain the property of Contractor until full payment of all amounts due under the Contract has been received.

6. Warranty

6.1 Contractor warrants that the supplied equipment shall be free from defects in material and workmanship for 18 months from first contact with process fluid, or 24 months from readiness of shipment, whichever occurs first.

6.2 Contractor's obligation under warranty shall be limited, at Contractor's option, to repair, replacement, or re-performance of defective parts or services.

6.3 Warranty claims must be submitted in writing without undue delay after discovery of the defect.

6.5 Costs for dismantling, reinstallation, scaffolding, cranes, transport, production losses or similar indirect costs are excluded from the warranty.

6.5 The warranty shall not apply in cases of normal wear and tear, corrosion outside agreed design conditions, improper storage, improper installation by third parties, improper operation, unauthorized modifications, use outside agreed operating parameters, inadequate maintenance, customer-supplied defective equipment or media.

7. Limitation of Liability

7.1 In no event, whether based on contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall B3 Energy Solutions GmbH, its employees, subcontractors or suppliers be liable for any indirect, incidental, special, punitive or consequential damages, including but not limited to loss of production, loss of profit, loss of revenue, loss of use, downtime costs, costs of replacement power or production, contractual penalties imposed on Purchaser by third parties, or claims raised by Purchaser's customers.

7.2 Purchaser shall indemnify and hold harmless B3 Energy Solutions GmbH, its employees, subcontractors and suppliers against third-party claims arising from improper operation or maintenance of the equipment, modifications not approved by Contractor, operation outside agreed design parameters,

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or integration of the supplied equipment into Purchaser's overall plant or process.

7.3 Contractor's total aggregate liability arising out of or in connection with the Contract shall in no event exceed 50% of the total Contract Price.

7.4 The above limitations and exclusions shall not apply in cases of intent, gross negligence, injury to life, body or health, or mandatory liability under applicable law.

8. Acceptance

8.1 The supplied equipment shall be deemed accepted upon commissioning or upon start of commercial operation, whichever occurs first, if no justified written objection has been submitted within 14 days after start-up

8.2 Minor defects not substantially affecting operation shall not entitle Purchaser to refuse acceptance.

9. Export Control and Compliance

9.1 Performance of the Contract shall be subject to applicable export control laws and sanctions regulations.

9.2 Contractor reserves the right to suspend or terminate the Contract if export licenses are denied or if performance would violate applicable sanctions or export regulations.

10. Governing Law and Jurisdiction

10.1 The Contract shall be governed by the laws of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 Exclusive place of jurisdiction shall be the competent court at Contractor's registered office.