

General Terms and Conditions of Sale of Dresser Utility Solutions GmbH ("GTC")

These GTC apply to all business relations between Dresser Utility Solutions GmbH („Dresser Utility Solutions“) and its customers. In particular, they apply to contracts for the sale and/or supply of movable goods ("Equipment"), whether Dresser Utility Solutions manufactures them itself or purchases them from suppliers/subcontractors. They also apply to order confirmations and other declarations by Dresser Utility Solutions ("sales documents"). However, they only apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.

1. **Offer and acceptance, exclusive conditions, priority agreements**
 - 1.1 Dresser Utility Solutions offers are subject to change and are not binding. The customer shall draw Dresser Utility Solutions attention to obvious errors (e.g. typing or calculation errors) and incompleteness of offers including all related documents for the purpose of correction or completion by Dresser Utility Solutions prior to its declaration of acceptance; otherwise the contract shall not be concluded.
 - 1.2 These Conditions supersede all prior agreements, purchase orders, offers, estimates and other correspondence relating to the Goods specified in any sales document, except for any agreement signed by the parties expressly governing the supply of equipment, which shall then prevail over these Conditions.
 - 1.3 These GTC apply exclusively. Conflicting, deviating or supplementary terms and conditions of the customer are hereby rejected and shall not become part of the contract unless Dresser Utility Solutions expressly agrees to their validity and in writing. For example, it shall not constitute consent if Dresser Utility Solutions, with knowledge of the customer's terms and conditions, unconditionally accepts orders, provides deliveries or other services or directly or indirectly refers to letters, etc., which contain its or third parties' terms and conditions.
 - 1.4 The customer's order shall be deemed a legally binding offer to conclude a contract. Unless otherwise stated in the customer's offer, Dresser Utility Solutions may accept it within 10 working days (Monday to Friday, legal holidays notwithstanding) from the date of receipt.
 - 1.5 Dresser Utility Solutions acceptance is made by written declaration (e.g. by Dresser Utility Solutions order confirmation or Dresser Utility Solutions dispatch/ready-for-delivery notice). The content of this declaration is decisive for the content of the contract. Legally relevant declarations and notifications made by the customer to Dresser Utility Solutions after conclusion of the contract (e.g. setting of deadlines, reminders, notices of defects, declarations of withdrawal or reduction) must be made in writing to be effective.
 - 1.6 Individual agreements with the customer (including individual subsidiary agreements, supplements and amendments), deviating agreements in a distribution agreement, if any, and deviating information in Dresser Utility Solutions offers and order confirmations shall take precedence over these terms and conditions of sale.
 - 1.7 If an adjustment of these GTC is necessary in order to remedy an unforeseeable and not insignificant disturbance of the reciprocal relationship between performance and counter-performance (equivalence relationship) occurring after conclusion of the contract and not caused or influenced by Dresser Utility Solutions, Dresser Utility Solutions shall be entitled to make changes to individual provisions of the GTC to the extent necessary. Amendments may not change the original equivalence relationship of the contract to the disadvantage of the customer. An amendment shall be deemed approved if the customer does not object in text form within four weeks after notification. If he objects, the customer shall have a special right of termination. Dresser Utility Solutions shall point out this right of objection and the consequences of an objection in its notification.
2. **Delivery, transfer of ownership and risk, storage**
 - 2.1 Unless otherwise agreed in writing between Dresser Utility Solutions and the customer, all sales shall be made in accordance with EXW Dresser Utility Solutions warehouse in Karlsruhe (Incoterms® 2020). 2.2 The Equipment shall be deemed delivered and the risk of loss and damage in respect of the Equipment shall be deemed to have passed to Customer once the Equipment is made available to Customer in accordance with the contractual Incoterm.
 - 2.3 Until payment of the price, the delivered Equipment shall remain the property of Dresser Utility Solutions. The customer may only sell the Equipment subject to retention of title (hereinafter referred to as "Retained Products") in the ordinary course of business. The customer is not entitled to pledge the products subject to retention of title, to assign them by way of security or to make any other dispositions that might endanger Dresser Utility Solutions ownership. The customer hereby assigns to Dresser Utility Solutions the claim arising from the resale of the products subject to retention of title; Dresser Utility Solutions hereby accepts this assignment. The customer is revocably authorized to collect the claims assigned to Dresser Utility Solutions in trust for Dresser Utility Solutions in its own name. Dresser Utility Solutions may revoke this authorization as well as the right to resell if the customer is in default of material obligations such as payment to Dresser Utility Solutions; in the event of revocation, Dresser Utility Solutions shall be entitled to collect the claim itself.
 - 2.4 Returns or cancellations will be processed in accordance with Dresser Utility Solutions current returns or cancellation policy; provided the Equipment was delivered in accordance with the order accepted by Dresser Utility Solutions, it will not be returned or exchanged.
3. **Prices and payments**
 - 3.1 Prices stated in the sales document are valid for 30 days from the date of the sales document. Dresser Utility Solutions will invoice the customer for the Equipment upon delivery.
 - 3.2 For invoices not paid within 30 days of the invoice date (or within any other payment period specified in the sales document), in addition to any other remedies to which Dresser Utility Solutions may be entitled, Dresser Utility Solutions shall be entitled to charge statutory interest on late payments. The customer shall also be liable, if applicable, for collection costs associated with the late payment, including statutory attorney's fees. An endorsement or statement on a check or payment or a letter accompanying a check or payment or elsewhere will not be construed as comparative performance. All amounts owed by Customer pursuant to a Sales Document will be calculated and paid in the currency specified in the Sales Document. Prices stated in the Sales Document are exclusive of taxes. The Customer shall be liable for payment of all sales, use, excise, value added and other taxes in connection with Dresser Utility Solutions delivery of the Equipment, excluding any taxes in connection with Dresser Utility Solutions revenues. If the customer is an exempt person or pays taxes directly to the state or appropriate authority, the customer shall provide Dresser Utility Solutions with a copy of the tax exemption, direct payment permit or other documentation acceptable to Dresser Utility Solutions from time to time. Dresser Utility Solutions reserves the right to issue an exclusive VAT invoice and to charge VAT when required by law.
4. **Delays, force majeure and self-delivery reservation**
 - 4.1 Dresser Utility Solutions shall not be liable for impossibility or delays insofar as they are in each case due to force majeure or any other event unforeseeable at the time of conclusion of the contract for which Dresser Utility Solutions is not responsible ("Force Majeure").
 - 4.2 Force Majeure specifically includes: General mobilization, war, terrorism, riots, fire, flood, storm, earthquake, epidemics/pandemics, government travel warnings, labor disputes (including lockouts, strikes or other concerted actions by workforce, either directly or indirectly), disruptions to internal operations beyond the control of the respective party, or other events beyond the reasonable control of the respective party. Notwithstanding the foregoing, Dresser Utility Solutions shall not be obliged to deliver Equipment if the customer is insolvent as a result of Force Majeure.
 - 4.3 If Dresser Utility Solutions becomes aware of an event within the meaning of clause 4.2, Dresser Utility Solutions shall inform the customer without delay. In the event of such an event, Dresser Utility Solutions performance periods/deadlines shall be automatically extended/postponed by the duration of the event plus a reasonable start-up period. If such events make it substantially more difficult or impossible for Dresser Utility Solutions to provide the service and are not only of temporary duration, but Dresser Utility Solutions shall be entitled to withdraw from the contract.
 - 4.4 In the event of non-delivery or late delivery to Dresser Utility Solutions, Dresser Utility Solutions shall not be in default vis-à-vis the customer, unless Dresser Utility Solutions is responsible for the non-delivery or late delivery to Dresser Utility Solutions. Inter alia, Dresser Utility Solutions is not responsible for the non-delivery or late delivery if Dresser Utility Solutions concludes the covering transaction immediately after the conclusion of the contract with the customer. Dresser Utility Solutions will inform the customer as soon as possible of any delays and together with the customer will look for reasonable alternatives. If it is certain that self-delivery will not take place for reasons beyond Dresser Utility Solutions control, Dresser Utility Solutions is entitled to withdraw from the contract. Possible legal rights of withdrawal remain unaffected.
5. **Warranty**
 - 5.1 The customer must inspect the Equipment immediately after delivery. Obvious defects must be reported to Dresser Utility Solutions in writing immediately, at the latest within one week after delivery. Dresser Utility Solutions must also be notified in writing of hidden defects immediately, but no later than one week after discovery of the defect. If this notification is not made, the delivery shall be deemed to be faultless and approved.
 - 5.2 If there is a defect and the customer notifies of the defect in due time in accordance with clause 5.1., he shall be entitled, at Dresser Utility Solutions discretion, to free supplementary performance by removal of the defect (rectification) or by delivery of a defect-free device (replacement).
 - 5.3 With the exception of claims for damages due to defects, the customer's claims for defects against Dresser Utility Solutions shall become time-barred one year after delivery of the Equipment to the customer.
 - 5.4 In the event of fraudulent concealment of defects or the assumption of a guarantee for the quality or durability of the object of purchase, further claims of the customer shall remain unaffected.
 - 5.5 The customer shall only be entitled to claims for damages due to defects insofar as the liability of Dresser Utility Solutions is not excluded or limited in accordance with clause 9. Further claims or claims for defects other than those regulated in this clause 5 shall be excluded.
 - 5.6 Equipment is under no circumstances suitable for use in or in connection with any nuclear application. Warranty claims arising out of any form of such nuclear use shall be excluded.
6. **Confidentiality**
 - 6.1 With respect to any information provided in connection with a Sales Document and identified by either party as confidential, or information that the recipient should assume to be confidential based on its subject matter or circumstances, the recipient agrees to reasonably and adequately protect such confidential information and to use it only as necessary to record performance for or fulfill obligations under a Sales Document and for no other purpose.
 - 6.2 The obligations of this clause do not apply to information that: (i) is publicly known; (ii) is already known to the Recipient; (iii) has been lawfully disclosed by a third party; (iv) has been independently developed; or (v) has been disclosed pursuant to a legal duty or order. Recipient shall have the right to disclose the Confidential Information to its subcontractors, agents or affiliates as necessary, provided that such subcontractors, agents or affiliates agree to terms of confidentiality and non-use that are substantially similar to these Terms.
7. **Intellectual property**
 - 7.1 As between Dresser Utility Solutions and the Customer, all patents, copyrights, maskworks, trade secrets, trademarks and other intellectual property rights in or relating to any product, software or service on the part of Dresser Utility Solutions pursuant to any Sales Document are and shall remain the exclusive property of Dresser Utility Solutions. Any modification or improvement to a Dresser Utility Solutions product or service based on feedback from the customer is the exclusive property of Dresser Utility Solutions.
 - 7.2 Customer will not take any action that may infringe Dresser Utility Solutions intellectual property rights and will not obtain any rights to such products, software or services or Dresser Utility Solutions confidential information except as expressly granted by Dresser Utility Solutions.
8. **Liability**
 - 8.1 Unless otherwise stated in these GTC (including this clause 9), Dresser Utility Solutions shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions. Dresser Utility Solutions shall be liable without limitation - for whatever legal reason - for damages resulting from an intentional or grossly negligent breach of duty by Dresser Utility Solutions or by one of Dresser Utility Solutions legal representatives or vicarious agents.
 - 8.2 In the event of a merely simple or slightly negligent breach of duty by Dresser Utility Solutions or one of Dresser Utility Solutions legal representatives or vicarious agents, Dresser Utility Solutions shall only be liable (subject to a more lenient measure of liability in accordance with statutory provisions) for
 - (a) however, without limitation - for damages based thereon arising from injury to life, limb or health.
 - (b) for damages resulting from the violation of essential contractual obligations. Material contractual obligations are obligations for which the fulfillment of it is essential for the proper execution of the contract and upon which the fulfillment of the customer regularly relies and may rely. In this case, however, Dresser Utility Solutions liability shall be limited to the amount of the damage foreseeable at the time of conclusion of the contract.
 - 8.3 The limitations of liability from paragraph (3) shall not apply insofar as Dresser Utility Solutions has fraudulently concealed a defect, has given a guarantee for the quality of the goods or has assumed a procurement risk. Furthermore, any mandatory legal liability, in particular from the Product Liability Act, shall remain unaffected.
 - 8.4 Insofar as Dresser Utility Solutions liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of Dresser Utility Solutions bodies, legal representatives, employees, staff and vicarious agents.
 - 8.5 Equipment is under no circumstances suitable for the use in or in connection with any nuclear application. Liability claims arising out of any form of such nuclear use shall be excluded.
9. **Export control compliance**

The Parties (Dresser Utility Solutions and the customer) acknowledge that the supply and/or service or parts thereof, in particular the export and transit of goods, the transfer of technology, trade and brokering, technical support or the provision of economic resources may be subject to EU-, US- or other country-specific export control laws and regulations (e.g. restrictions against countries, persons, use et al.) and financial sanctions (afterwards named as Export Control Regulations).

The Parties shall comply with all applicable Export Control Regulations. This includes in particular any regulations of the country of destination. The Parties acknowledge that the supply and/or service affected by such Export Control Regulations can be subject to authorization or may be prohibited. In the event that any applicable Export Control Regulation would prevent Dresser Utility Solutions or the customer not only temporarily from complying with this Agreement, then each Party shall have the right to cancel the affected contract in whole or in part. Delays caused by licensing procedures by competent export control authorities shall extend the time of performance; accordingly, this applies in particular to delivery times. Any claims for compensation in connection with the refusal or delay of an application with respect to Export Control Regulations are excluded, unless they concern damages from the injury of life, body or health or unless the damage was caused intentionally or gross negligently by any Party. The Parties undertake to cooperate in any authorization/licensing procedures. Upon request, each Party shall immediately provide relevant information/documents (e.g. end-use certificates) that are required in the application process to the other Party. The customer will not directly or indirectly re-export products received from Dresser Utility Solutions/the Company to Russia or for use in Russia and will not directly or indirectly re-export products received from Dresser Utility Solutions/the Company to Belarus or for use in Belarus.

The customer's right to terminate as stated in the previous paragraph does not apply if the hindrance to performance is due to the customer's failure or insufficient fulfillment of examination and reporting obligations regarding export control compliance. In this case, Dresser Utility Solutions is entitled to all legal claims without reduction. In any case, the customer shall bear all costs incurred due to the customer's failure or insufficient fulfillment of their examination and reporting obligations concerning export control compliance, as proven by Dresser Utility Solutions.

10. **Other contract documents**

The provision software or services referred to in a sales document shall be governed by a separate written agreement.

11. **Applicable law**

- 11.1 These GTC and the contractual relationship between Dresser Utility Solutions and the customer shall be governed exclusively by the laws of the Federal Republic of Germany ("FRG"). The UN Convention on Contracts for the
- 11.2 The place of jurisdiction for all present and future claims arising out of and in connection with this contract shall be Dresser Utility Solutions place of business.
- 11.3 The original version of these terms and conditions is written in German. If these terms and conditions are translated into another language for the better understanding of the customer or to comply with legal requirements and if there are discrepancies between the German text and the text in the foreign language, the German version shall prevail.