

Sale of Goods and Services - January 2025

Section A

1. Definitions

- 1.1. "Affiliate": any entity that, directly or indirectly, controls, is controlled by, or is under common control with the referenced party.
- 1.2. "Client": the party that is purchasing the Goods or Services from Conbit.
- 1.3. "Client Group": Client, its customer, its and their Affiliates, and its and their clients, (sub)contractors (excluding any member of the Conbit Group), agents, servants, directors, officers and employees.
- 1.4. "Conbit": the party that is providing the Goods and/or Services hereunder as designated on the Contract.
- 1.5. "Contract": the contract between the Client and Conbit concerning the Work to which these GTC apply;
- 1.6. "Party": Conbit or the Client;
- 1.7. Conbit Group shall mean Conbit, its Affiliates, and its and their (sub)contractors (excluding any member of the Client Group), agents, servants, directors, officers and employees.
- 1.8. Deliverables: the engineering concept, drawings, studies or other results that are produced by Conbit in the context of the Contract
- 1.9. "Documentation": the material, drawings, specifications (including technical specifications), designs, calculations, models, prototypes and other documents, that are or will be made available by one Party to the other Party concerning and/or in connection with the Work;
- 1.10. "Goods" shall mean any and all equipment, machinery, parts, materials, software, and other physical items provided by Conbit to the Client under the terms of the Contract. This includes all items specified in the Contract or any subsequent order or Specification, and any items provided as part of the delivery of Services, including Deliverables, to the extent that such items are not consumed in the performance of the Services and are intended to be retained by the Client.
- 1.11. "GTC": These General Terms and Conditions – Sale of Goods and Services - January 2025.
- 1.12. "Services" shall mean all activities, tasks, and work that Conbit agrees to perform for the Client under the terms of the Contract, including the provision of Deliverables. This may include engineering work, performing studies, consulting services, technical support, maintenance, modification of existing goods, training, and any other services as may be specifically agreed upon in the Contract or any subsequent order. Services shall be performed in accordance with the Specifications and the terms and conditions set forth in the Contract.
- 1.13. "Specifications": the agreed requirements set down for the Work.
- 1.14. "Third Party" any person or entity that is not a member of the Client Group or Conbit Group.
- 1.15. "Work": shall mean the Goods, Services, Documentation and Deliverables provided by Conbit to the Client under the terms of the Contract.

2. Applicability

- 2.1. Offers made by Conbit to the Client are valid for a period of 30 (thirty) days from the date of the offer, unless otherwise specified in the offer. If not expressly accepted by the Client within this period, the offer shall lapse and be of no effect. Conbit reserves the right to withdraw or amend its offer at any time prior to the Client's acceptance, without liability to the Client.
- 2.2. These GTC form part of every contract between Conbit and the Client for the execution of the Work. this may involve engineering services, repair and/or maintenance services and/or performing studies and the provision or manufacturing of Goods and of all other contracts arising from or are in connection with them and to all quotations, offers, declarations of intent, orders, order confirmations and other documents and actions set up and/or carried out in preparation for and/or preceding and/or in connection with a Contract.
- 2.3. No terms and conditions of any kind and under any name whatsoever that the Client employs and/or to which the Client refers, shall apply and all such terms and conditions are hereby expressly excluded by Conbit.
- 2.4. In the event of conflict between the General Terms and Conditions and the content of the Contract, the stipulations of the Contract shall take precedence.

3. Drawings, information and Confidentiality

- 3.1. The Client's Documentation will serve as the basis for carrying out the Work. The Client shall make the Documentation considered necessary by Conbit available in good time and free of charge. The Client guarantees that the Documentation it provides or is provided on its behalf will be accurate, complete and correct. The Client shall at all times be and remain liable for the consequences of inaccuracy,

incorrectness, incompleteness, errors, omissions and/or lack of clarity in the Documentation.

- 3.2. All Documentation made available by one Party to the other Party shall remain property of the Party that made such Documentation available.
- 3.3. Notwithstanding any provision to the contrary herein, all drawings, models, prototypes, designs, and any other documents or materials provided or created by Conbit in the course of performing the Work under this Contract, including any intellectual property rights therein, shall remain the exclusive property of Conbit. The Client is granted a non-exclusive, non-transferable license to use such drawings and materials solely for the purpose of utilizing the Goods and Services provided under this Contract. The Client shall not use, reproduce, distribute, display, or create derivative works from such drawings and materials for any other purpose without the prior written consent of Conbit.
- 3.4. Conbit shall provide information and drawings which are necessary for the Client to commission, operate and maintain the Work. Conbit shall not be obligated to provide native files or manufacturing drawings.
- 3.5. The Parties will keep the Documentation and the Deliverables strictly confidential, unless agreed otherwise. The other Party's Documentation and the Deliverables will not be made available to third parties or be made public in any way.

4. Price and Payment

- 4.1. Prices quoted or stated by Conbit in the context of these GTC are exclusive of Value Added Tax (VAT) and Withholding Tax (WHT). The Client shall be responsible for the payment of any VAT and WHT that may be applicable or become due in relation to the payments made under the Contract, in addition to the Contract price.
- 4.2. Conbit reserves the right, at its sole discretion, to adjust the prices quoted or stated in the context of this Contract in response to any changes in market conditions, including but not limited to fluctuations in the cost of materials, labor, and exchange rates. Such price adjustments will be communicated to the Client in writing. The Client shall have the right to terminate the Contract within 10 (ten) days of receipt of such notice if the price increase exceeds 10% of the total Contract price. If the Contract is not terminated by the Client within this period, the adjusted prices shall be deemed accepted by the Client.
- 4.3. The Client must pay within the payment period shown in the Contract or, if no payment period is shown in the Contract, within 30 (thirty) days after the invoice date.
- 4.4. Payment must be made, without any deduction or settlement or withholding of any kind whatsoever, to the bank account indicated by Conbit, unless agreed otherwise between the Parties.
- 4.5. Payments by the Client to Conbit shall never be dependent upon the Client receiving payments from third parties, including the Client's customer.
- 4.6. payment shall not be deemed to have been effected before Conbit's account has been irrevocably credited for the amount due. If the Client has not paid by the due date, the Client shall be in default, without any notice of default being required, and the Client shall owe Conbit interest for delay in payment to the amount of 1.5% (one and a half percent) per month on the amounts owing from the relevant due date.
- 4.7. In the event of the Client's failure to pay, all costs and expenditure (including all the costs of legal assistance, both legal and extralegal) incurred by the Conbit in connection with collecting the amount owed, with a minimum of EUR 250.00 (two hundred and fifty euros), will be charged to the Client.

5. Variations

- 5.1. The Client may, from time to time during the term of the Contract, request changes, additions, or modifications to the Scope of Work defined in the Contract ("Variations"). Such requests shall be made in writing and shall detail the proposed Variations. Conbit shall, within a reasonable period of receiving such a request, provide a written estimate of the impact of the proposed Variations on the Contract price, the timetable for delivery, and any other aspect of the Contract that may be affected.
- 5.2. Conbit reserves the right to adjust the Contract price and delivery schedule based on the proposed Variations. Any such adjustments shall be agreed upon in writing by both Parties before the Variations are implemented. If the Parties cannot agree on the adjustments to the Contract price and/or delivery schedule, Conbit shall have the right to refuse to carry out the proposed Variations without any liability to the Client.
- 5.3. Conbit shall not be required to implement a Variation until a written Variation Order is issued by the Client and accepted by Conbit. Variation Orders shall become part of the Contract once accepted by Conbit.
- 5.4. In the event that Conbit identifies the need for a Variation due to unforeseen circumstances or to comply with applicable laws or regulations, Conbit shall promptly notify the Client in writing. The Parties shall negotiate in good faith the

terms of such Variations, including any necessary adjustments to the Contract price and delivery schedule.

- 5.5. Variations initiated by the Client that result in a reduction of the scope of Work as originally defined in the Contract shall not be construed as Variations under this Agreement but shall be treated as a (partial) termination for convenience by the Client. In such instances, the Client shall be subject to the terms and conditions applicable to termination for convenience as stipulated in the Contract, including but not limited to any applicable termination fees, compensation for completed Work not yet paid for, and reimbursement of costs incurred by Conbit in anticipation of completing the Work. Conbit reserves the right to assess and confirm in writing whether a proposed Variation constitutes a reduction in the scope of Work, thereby qualifying as a (partial) termination for convenience.

6. Delay and Suspension

- 6.1. Conbit is entitled to suspend (including partly) its obligations under the Contract if the Client is in default in fulfilling one or more of its obligations under the Contract, such defaults including but not limited to non-payment, breach of confidentiality, or failure to provide necessary information or resources, or has stopped fulfilling one or more of its obligations under the Contract, including payment of any amount due by virtue of the Contract, without any prior notification or notice of default being required.
- 6.2. In the event that completion of the Work and/or delivery of the Goods is delayed by more than 30 (thirty) days beyond the agreed delivery date due to reasons attributable to Conbit, the Client may, as its sole remedy, request a revised delivery schedule, which Conbit shall make reasonable efforts to accommodate. Conbit shall not be liable for any loss, costs or damages, unless liquidated damages have been agreed upon in which case such liquidated damages shall apply as Client's sole financial remedy.
- 6.3. Notwithstanding the above, Conbit shall not be liable for any delay in delivery caused by force majeure events as defined in the force majeure clause of this Contract, or by any acts or omissions of the Client, including but not limited to failure to provide timely instructions, approvals, or necessary information required for the completion of the Work.
- 6.4. If the scope and/or progress of the Work is delayed and/or suspended as a result of circumstances that are not caused by Conbit, Conbit shall be entitled to compensation in accordance with the applicable daily rates.

7. Termination

- 7.1. Each Party shall be entitled to cancel and/or terminate the Contract with immediate effect, provided that they give written notice to the other party, without the intervention of intermediaries or resorting to the courts, and without being obliged to pay any compensation to the other Party, under any of the following circumstances:
- if the other Party is in default and continues to be so after the Party that is in default has been called upon to rectify the default and (ten) working days have passed without the default being rectified (thereby complying with the summons/notice of default);
 - if control of or the controlling interest in the other Party's company is transferred directly or indirectly to a third party;
 - if the other Party is declared bankrupt, applies for or obtains suspension of payment (including provisionally), or in any other way loses free control of its company or its equity, without any prior notification being necessary.
- 7.2. In the event the Contract is terminated in accordance with article 7.1 and for reasons attributable to Conbit, within thirty (30) days of the effective date of termination, Conbit shall submit to the Client a comprehensive statement detailing all Work performed, Goods delivered, and Services rendered up to the date of termination, including any costs or expenses incurred that are recoverable under the Contract. The Client shall be obligated to pay for all such work performed, Goods delivered, and Services rendered that are properly documented and were not part of the cause for termination due to default, subject to the terms and conditions of the Contract. Conbit shall be liable to compensate the Client for any direct damages, costs, or losses incurred by the Client as a result of Conbit's default under the Contract, including but not limited to additional costs of procuring the Goods and Services from a third party subject to the limitations and exclusions set forth in the Contract.
- 7.3. In the event the Contract is terminated in accordance with article 7.1 and for reasons attributable to Client, or if the Contract is terminated for the convenience of the Client, Conbit shall submit to the Client a comprehensive statement detailing all Work performed, Goods delivered, and Services rendered up to the date of termination, including any costs or expenses incurred. The Client shall also compensate Conbit for all direct costs and expenses incurred as a result of such termination, including, but not limited to, costs associated with subcontractor cancellation fees, materials ordered, and any other obligations entered into by Conbit in reliance on the Contract. Additionally, the Client shall pay a termination fee equal to 50% of the remaining contract value as of the date of termination.

8. Force Majeure

- 8.1. Force majeure is understood to mean circumstances, conditions and/or events that cannot be affected by any Party, that occur outside the fault or negligence of any Party and cannot be avoided or impeded by taking reasonable measures, that temporarily or permanently impede the implement of any obligation (with the exception of obligations to pay) under the Contract, such as strikes, mutiny, quarantine, epidemics, war (declared or undeclared), terrorism, blockades, embargoes, riot, demonstrations, insurrection, fire, storm and/or other extreme weather conditions and/or other natural freaks of nature, as long as there has been no cause or contribution to those circumstances.
- 8.2. If the implementation of the work by Conbit is impeded temporarily as a result of an instance of force majeure, the consequences of that instance of force majeure will be only a delay to the implementation of the work by Conbit, and that instance will not be a reason for the Client not to fulfil its obligations to pay in accordance with what is stipulated in the Contract.
- 8.3. If implementation of the work by Conbit is impeded permanently by an instance of force majeure, or is impeded temporarily by an instance of force majeure for a period that is expected to be at least 60 (sixty) days, both parties are entitled to cancel the Contract. Conbit shall not be liable for any loss, costs or damages outside pro rata repayment of the price for the Work not carried out.

9. Warranty

- 9.1. Conbit warrants that the Services provided under this Contract will be performed in a professional manner consistent with industry standards and will conform to the Specifications outlined in the Contract. This warranty is limited to the re-performance of Services in accordance with the agreed Specifications and does not extend to any defined warranty period post-delivery or post-completion of Services.

10. Liability

- 10.1. Conbit shall be liable for any damage to the Goods from the time of commencement of the Work until the delivery of the Goods to the carrier at Conbit's facility (EXW, Incoterms 2020). Should any damage to the Goods occur during this period due to the negligence or willful misconduct of Conbit, its agents, servants, directors, officers, employees, or subcontractors, Conbit shall, at its own expense, repair or replace the damaged Goods.
- 10.2. In the event that Conbit is or can be held liable under the conditions of the Contract, Conbit will only be liable for any occurrence, loss, costs or damage if and to the extent of Conbit's fault or negligence caused such occurrence, loss, costs or damage.
- 10.3. Notwithstanding any provision to the contrary within this Contract, Conbit shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any damage to property caused by the Work once risk of loss has passed to the Client under the terms set forth in the Delivery and term for delivery clause. If Conbit incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold Conbit harmless.
- 10.4. Except for the gross negligence or willful misconduct of Conbit, Conbit's liability under this agreement, in tort and at law, shall be limited to 50% of the Contract Price or EUR 500.000,-- if that is lower. Company shall indemnify, defend and hold the Conbit Group harmless from any claims made against the Conbit Group by any member of the Company Group exceeding this amount in aggregate.
- 10.5. Notwithstanding anything to the contrary, neither Party shall have any liability towards the other Party for loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of contracts, loss of products and/or loss of production, penalties, or any (other) special, indirect and/or consequential loss or damage, even if either Party knew or should have known of the possibility of such damages.
- Loss or damage as referred to in this article of Conbit Group shall be deemed loss or damage of Conbit.
- Loss or damage as referred to in this article of Company Group shall be deemed loss or damage of Company.
- The Parties will indemnify each other accordingly.

11. Insurance

- 11.1. Conbit and the Client shall each maintain at their own expense all appropriate insurance policies necessary to cover their respective obligations and liabilities under this Contract. This includes, but is not limited to, public liability insurance, professional indemnity insurance, and any other insurance relevant to the Work being carried out.
- 11.2. The Client shall be similarly responsible for maintaining insurance coverage adequate to cover any liabilities or obligations it may incur in connection with the execution of this Contract. The Client's insurance coverage shall include, but not be limited to, coverage for any damage or loss to the Goods from the time risk passes to the Client, as stipulated in the Delivery and term for delivery clause of this Contract.

- 11.3. Upon request, each Party shall provide the other with certificates of insurance or evidence of coverage before commencing any Work under this Contract. Failure to provide such evidence shall be considered a breach of this Contract.
- 11.4. Each Party agrees to notify the other Party immediately of any material changes to its insurance policies that would affect its ability to fulfill its obligations under this Contract. In the event of such changes, the Parties agree to discuss in good faith any adjustments that may be necessary to their respective insurance coverages to ensure adequate protection is maintained throughout the term of this Contract.
- 11.5. Nothing in this clause shall be construed to limit the Parties' liabilities or obligations under any other provision of this Contract.

site or facility. Such testing shall be conducted in a manner consistent with applicable laws and regulations and in accordance with any Client policies and procedures provided to Conbit in writing. Conbit agrees to cooperate fully with such testing and to ensure that its personnel comply with the testing requirements. Failure of any Conbit personnel to pass a drug or alcohol test may result in the removal of that individual from the project and the requirement for Conbit to provide a suitable replacement at Conbit's expense. The costs associated with such testing shall be borne by the Client.

12. Limitation and lapsing of liability

- 12.1. Any claims against Conbit under this Contract must be filed within one (1) year after the cause of action has arisen, or within one (1) year after the claimant has become aware or reasonably should have become aware of the facts giving rise to the claim, whichever is later. Failure to file a claim within this period shall result in the permanent barring of the claim, and Conbit shall have no liability thereafter.
- 12.2. The Parties agree that, notwithstanding any statute or law to the contrary, any lawsuit or legal proceeding arising out of or related to this Contract must be filed within one (1) year after such claim or cause of action arose. Accordingly, the Parties hereby waive any argument or defense that any such lawsuit or proceeding was filed untimely.

If the Work is limited to the provision of engineering, repair, certification or similar services, the provisions of this Section B. shall apply in addition to and prevail over Section A.

Section B

13. Applicable law and Jurisdiction

- 13.1. All contracts to which these terms and conditions apply, and all further contracts that arise from them, shall be governed and interpreted exclusively by Dutch law.
- 13.2. In the event of any dispute, controversy, or claim arising out of or relating to this Contract, including any question regarding its existence, validity, interpretation, breach, or termination, the Parties shall first seek to resolve the dispute amicably through direct negotiations between their respective management teams. Upon the occurrence of any such dispute, the aggrieved Party shall promptly notify the other Party in writing, specifying the nature of the dispute and its details. Within ten (10) business days of such notification, the Parties shall meet at a senior management level to discuss the dispute in good faith and attempt to reach an amicable resolution.
- 13.3. Should the Parties fail to resolve the dispute through direct negotiations within thirty (30) days of the initial written notification, either Party may proceed to the next step of the dispute resolution process as detailed herein.
- 13.4. All disputes that arise in connection with the Contract, or further contracts that arise from it, shall be brought before the Court in Eindhoven to the exclusion of other courts.

1. Provision of Services

- 1.1. If the Work includes the provision of personnel, Conbit shall ensure that the personnel in question has the expertise, qualifications and skills required by the applicable legislation and the Contract.
- 1.2. The obligation of Conbit under this Contract is an obligation to exert efforts ("Inspanningsverplichting") and not an obligation to achieve a specific result. Conbit shall not be liable for failing to achieve any specific outcome or result, provided that Conbit has complied with its effort obligation as described herein.
- 1.3. It is expressly agreed that, except in cases of gross negligence or willful misconduct by Conbit or its supplied personnel, Conbit shall not be liable for any direct damage, loss, or expense arising directly from the performance or non-performance of the Services or the actions or omissions of the personnel supplied. If Conbit fails culpably to comply with the Contract, it shall be bound only to fulfilling (or again fulfilling) its obligations under the Contract.

14. Miscellaneous

- 14.1. The titles of the articles in these General Terms and Conditions are intended solely for the purposes of the layout and have no effect on the interpretation of the relevant stipulations.
- 14.2. If any stipulation or any part of the Contract or of these GTC turns out to be null and void or unenforceable for any reason whatsoever, then is the state of being null and void or unenforceable restricted to that stipulation and has no further scope. All such parts of the Contract or of these GTC that are null and void or unenforceable shall be replaced (or considered to be replaced) by stipulations that are neither null and void nor unenforceable and deviate as little as possible from the stipulations that are null and void and/or unenforceable, taking into account the intentions of the Contract and the GTC and of the relevant stipulations.
- 14.3. The Parties, including their employees, agents, and subcontractors, agree not to offer, promise, give, authorize, solicit, or accept any undue pecuniary or other advantage of any kind (which includes, but is not limited to, bribes, kickbacks, and facilitation payments) in any dealings related to this Contract or for the purpose of influencing any action or decision of a Party, obtaining or retaining business, or directing business to any person or entity.
- 14.4. Each Party shall implement and maintain effective controls, policies, and procedures to ensure compliance with applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act (FCPA), and any other local anti-bribery and anti-corruption laws.
- 14.5. The Parties acknowledge the importance of privacy and the protection of personal information in the execution of the Contract. Both Parties agree to comply with all applicable laws and regulations relating to the processing of personal data, including but not limited to the General Data Protection Regulation (GDPR) as well as any other local data protection laws. Personal data exchanged under or in connection with this Contract shall be used solely for the purpose of fulfilling each Party's obligations under the Contract and shall not be disclosed to any third party without the prior written consent of the data subject, except as required by law.
- 14.6. The Client reserves the right to require drug and alcohol testing for Conbit personnel who are assigned to perform work under this Contract at the Client's

2. Payment on an Hourly Basis

- 2.1. In instances where the Services are performed on an hourly basis, the Client shall compensate Conbit based on the daily reports submitted by Conbit. These daily reports will detail the hours worked and the tasks performed. Payment shall be calculated according to the hourly rates agreed upon in the Contract or, if not specifically stated, at Conbit's standard hourly rates applicable at the time the Work is performed.
 - 2.2. The Client shall review and approve the daily reports within five (5) business days of receipt. In the absence of any objections within this period, the reports shall be deemed accepted by the Client.
-

If the Work includes the provision of Goods, the provisions of this Section C. shall apply in addition to and prevail over Section A.

Section C

1. Completion / tests on completion

- 1.1. Unless the Contract specifically specifies that a Factory Acceptance Test or similar test is part of the Work, the Goods shall be deemed completed upon Conbit's notification thereof to the Client. Upon receipt of such notification, the Client shall have 5 days to inspect and take delivery of the Goods. If the Client fails to inspect the Goods within this 5-day period, the Goods will be deemed accepted by the Client, and the Client waives any and all claims related to the condition of the Goods as of the date of deemed acceptance, except for those that could not have been discovered upon reasonable inspection.
- 1.2. In the event that the Contract specifically provides for a Factory Acceptance Test ("FAT"), such FAT shall be conducted at Conbit's facility or at such other location as may be mutually agreed upon by the Parties. The FAT is intended to demonstrate that the Goods conform to the Specifications and the requirements of the Contract prior to shipment of the Goods. Conbit shall provide reasonable notice to the Client of the scheduled date for the FAT to allow the Client or its representatives to attend.
- 1.3. The FAT procedure shall be as outlined in the Specifications or as otherwise agreed upon in writing between Conbit and the Client. Conbit shall make all necessary preparations for the FAT, including, but not limited to, the provision of materials, labor, and equipment required for conducting the test. The Client shall be responsible for its own travel and accommodation expenses incurred in connection with attending the FAT.
- 1.4. Upon successful completion of the FAT, as evidenced by meeting the acceptance criteria specified in the Contract and/or Specifications, Conbit shall provide the Client with a FAT completion report. Should the Goods fail to meet the acceptance criteria, Conbit shall make all necessary adjustments, repairs, or replacements at its own expense and reschedule the FAT at a mutually agreeable time.
- 1.5. The Client's approval of the FAT completion report shall not relieve Conbit of its warranty obligations under the Contract, nor shall it preclude the Client from pursuing claims for any defects or non-conformities in the Goods and/or Services that become apparent after the FAT.
- 1.6. Failure of the Client to attend the FAT without reasonable cause shall not delay the performance of the FAT or the shipment of the Goods. In such an event, the FAT will proceed as scheduled, and the results will be binding on the Client.

2. Delivery

- 2.1. Title to the Goods shall pass to the Client upon delivery of the Goods to the carrier at Conbit's facility (EXW, Incoterms 2020). Risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods to the carrier at Conbit's facility, at which point the Client shall assume all risk of loss or damage. The Client is responsible for obtaining insurance for the Goods from the time the risk passes to the Client. Conbit shall not be responsible for any loss, damage, or additional costs that may arise after the risk has passed to the Client.
- 2.2. Notwithstanding the delivery terms specified herein, title to the Goods shall not pass to the Client until Conbit has received payment in full for the Goods. However, the risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods as specified under the Delivery and term for delivery clause.
- 2.3. Conbit shall use reasonable efforts to deliver the Goods to the carrier at by the delivery date agreed upon in the Contract. Conbit shall promptly notify the Client of any anticipated delays in the delivery schedule. The Client acknowledges that all delivery dates are estimates only and that Conbit is not liable for any losses, damages, or penalties resulting from any delay in delivery.

3. Installation

- 3.1. In the event that the installation of the Goods is agreed upon as part of the Work to be performed under this Contract, the Client shall be solely responsible for ensuring that the facility where the Goods are to be installed is prepared and ready to receive such installation in accordance with the requirements set forth by Conbit.
- 3.2. The Client must ensure that:
 - Conbit personnel can commence performance of the work in accordance with the schedule, and can perform their duties during normal business hours or, if deemed necessary by Conbit, outside of these hours;
 - It provides a safe working environment for the installation of the Goods and informs Conbit of any applicable safety regulations at the worksite;
 - It provides sanitary and canteen facilities for the use by Conbit personnel during the installation period;

- All necessary preparations, including but not limited to the provision of appropriate infrastructure, utilities, and access, are completed prior to the scheduled installation date;
 - Sufficient space is available for the conduct of work and for the storage of materials, tools, and Goods necessary for the installation process;
 - All access roads leading to the installation site are accessible, suitable for heavy machinery and equipment transportation, and in good condition. This includes ensuring that the roads can support the weight of the transported Goods and equipment and are free from obstructions that could impede or delay the installation process;
 - Cranes, forklift trucks, and any other necessary heavy machinery are provided to facilitate the handling and installation of the Goods. The Client is responsible for ensuring that such machinery is available at the required times and is operated by qualified personnel in accordance with safety regulations and standards.
- 3.3. Failure by the Client to observe the requirements may result in delays, for which Conbit shall not be held liable. Additional costs incurred due to such delays or the need for additional preparation work by Conbit to facilitate installation shall be borne by the Client.

4. Warranty

- 4.1. Conbit warrants that all Goods provided under this Contract shall be free from defects in material and workmanship and shall conform to the Specifications for a period of twelve (12) months from the date of delivery or completion of Services ("Warranty Period"). Should any Goods fail to meet this warranty, Conbit shall, at its option and as the exclusive remedy for such failure, repair or replace defective Goods at no cost to the Client.
- 4.2. All warranty claims must be made by the Client in writing within two (2) weeks of its discovery. Conbit must be given a reasonable opportunity to investigate the claim and, if deemed valid, to fulfill its obligations under this warranty.
- 4.3. This warranty does not apply to any Goods or Services that have been subjected to misuse, neglect, accident, modification, or installation in a manner contrary to Conbit's instructions or to the extent the problem results from the Client's materials or third-party materials. This warranty is exclusive and in lieu of all other warranties, whether express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Conbit's liability under or in connection with this warranty shall be limited to the repair, replacement, or re-performance of the Goods or Services as provided above.
- 4.4. Notwithstanding the foregoing, it is hereby expressly understood and agreed that the warranty obligations of Conbit as set forth herein shall not extend to, and Conbit shall not be responsible for, any costs, expenses, or charges associated with assembly, disassembly, travel and shipping required for the repair or replacement of any Goods or the re-performance of any Services under this warranty. The Client shall be solely responsible for all such shipping and travel-related costs, including but not limited to transportation, lodging, and per diem expenses, incurred in connection with the fulfillment of Conbit's warranty obligations hereunder.