

**GENERAL TERMS AND CONDITIONS OF SKYTREE B.V.**

These General Terms and Conditions (*GTC*) apply to and form an integral part of all offers made and agreements executed by Skytree B.V., registered with the Business Register of the Dutch Chamber of Commerce under no. 61020796 and its Affiliates, including Skytree Technology B.V., registered with the Business Register of the Dutch Chamber of Commerce under no. 93110731. These GTC are also deposited and made public at the Dutch Chamber of Commerce and consist of the following Chapters:

Chapter I. General provisions

Chapter II. Additional provisions concerning the sale and Installation of DAC Goods

Chapter III. Additional provisions concerning Services

Chapter IV. Additional provisions regarding Skytree WTC.

Operational Lease Terms and Conditions are an extension of these GTC's specifically covering leasing of DAC Units..

The provisions of Chapter I. always apply to the Offers, the Purchase Orders, and Agreements. The provisions of one or more of the other Chapters apply, depending on the type of performance as agreed upon in the respective Agreement.

**I. GENERAL PROVISIONS****Article 1 - Definitions**

1.1 For the purpose of these GTC, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context requires:

**Affiliate(s)**: with respect to the Party to which it refers, a (legal) entity that is affiliated with, or that directly controls, is controlled by or is under common control with, such Party. "**Control**": for the purpose of this definition meaning the ownership of 50% (fifty percent) or more of the nominal value of the issued share capital or 50% or more of the voting power at the general meeting of shareholders.

**Agreement**: a Sales Agreement, and/or Statement of Work (SoW), and/or Service Level Agreement (SLA) and/or a signed quote executed between Skytree and Customer.

**Alterations with Materially Adverse Effect**: has the meaning ascribed to it in Article 27.

**Certified Person**: a person who successfully completed the Skytree installation and maintenance training.

**Complete/Completion**: the successful performance of the Services, which is constituted after an approval in writing, signed by Customer and a designated representative of Skytree.

**Confidential Information**: all information and know-how (including but not limited to drawings, designs, and other Intellectual Property Rights) furnished by a Party to the other Party in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all Warranty Claims, if any, which may arise under the Agreement.

**Corrective Repair**: repair and/or swap of a DAC Unit by Skytree in response to a Service Issue and in accordance with the Service Ticket

Procedure, including the delivery and replacement of DAC Goods, as described in the SLA.

**Customer**: the Party concluding an Agreement with Skytree.

**DAC Goods**: DAC Units and System Parts.

**DAC Maintenance Manual**: the manual containing the instructions, requirements and conditions required for the maintenance of the DAC Units.

**DAC Unit**: Skytree's direct air capture hardware product as specified in the Agreement.

**DAC Units System Failure**: failure or defect of any of the DAC Units which is not attributable to an Excluded Failure.

**Delivery Date**: the delivery date as set out in the Agreement and/or the respective Purchase Order

**Effective Date**: the date on which the Agreement is entered by both Parties.

**Event of Late Payment**: if Customer has failed to pay on time any due Services Fees without justification.

**Excluded Failure**: has the meaning ascribed to it in Article 28.

**Excluded Services**: services in circumstances where it is established that the Service Issue was caused by an Excluded Failure

**FAT**: the factory acceptance test for the DAC Units as described in the FAT Specifications to be performed by Skytree at the Production Site to examine if a DAC Unit meets the FAT Specifications.

**FAT Specifications**: means the detailed specifications for the FAT.

**Force Majeure**: all circumstances beyond the reasonable control of the Party concerned, including acts of God, earthquake, flood, storm, lightning, fire, explosion, war, epidemics, pandemics, terrorism, riot, civil disturbance, sabotage, strike, lockout, slowdown, labor disturbances, accident, epidemic, pandemic, lockdown, difficulties to obtain required raw materials or labor, lack of or failing transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown of public utilities, changes of law, statutes, regulations or any other legislative measures (explicitly including governmental measures related to COVID-19), acts of governments, supranational organizations or other administrative or public agencies, orders or decrees of any court or force majeure of any other nature, including non- or late delivery due to non- or late fulfillment of obligations of subcontractors of Skytree or transportation companies engaged by Skytree and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by Skytree, in so far as any of these circumstances prevent Skytree's performance of its warranty obligations.

**Installation or Install**: the assembly, installation (or installation support), supervision, testing and/or commissioning of the DAC Units by Skytree on the Installation Site and related Services, including the execution of the SAT, as agreed upon in the Agreement. Unless explicitly agreed upon otherwise in the Agreement, Installation shall not include the performance of any civil works, electrical works outside of a DAC Unit nor the routing of cables and piping for water or CO2 distribution.

**Installation Site**: means the location where Installation takes place, as set out in the Agreement.

**Installation Site Specifications**: the (infrastructural) facilities and conditions for the Installation Site, as set out in the Agreement.

**Intellectual Property Rights:** registered and unregistered intellectual and industrial property rights and applications, including but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, designs, methodologies, software (incl. all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how, software and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.

**Knowhow:** all products, parts, commercial and/or technical information, knowhow, developments, inventions etc., whether or not protected by an Intellectual Property Right, delivered, provided, or developed by a Party during the Term.

**KPI's:** key performance indicators, i.e., the requirements for the Services (such as response time and dispatch times), as laid down in the SLA.

**Maintenance Services:** Preventive Maintenance, Back Office System Services and/or Service Parts Management Services as further specified in the SLA.

**Normal Business Hours:** Monday to Friday between 08.30 AM - 05.00 PM Central European Time zone, or as otherwise agreed upon in the SLA.

**Offer:** any offer and quote from Skytree relating to the sale, Delivery and/or Installation and/or Services.

**Parties:** Skytree and Customer.

**Preventive Maintenance Schedule:** the schedule stating the tasks and activities to be executed by each Party and the related intervals with regard to Preventive Maintenance, as further set out in the SLA.

**Product Specifications:** the detailed specifications, descriptions and drawings of the DAC units as specified and defined as such in the Sales Agreement.

**Production Site:** the production site of Skytree or its Subcontractor where the DAC Units will be manufactured and/or assembled.

**Purchase Order:** a written purchase order from Customer for the sale, Delivery and/or Installation based on which Customer confirms the Offer issued by Skytree, supplements or amendments thereto.

**Replacement Parts:** Any replacement parts delivered by Skytree in connection with the performed Warranty Services.

**SAT:** the site acceptance test for the DAC Units Systems as described in the SAT Specifications to be performed by Skytree and Customer's representatives at the Installation Site to examine if the DAC Unit meets the SAT Specifications.

**SAT Specifications:** means the detailed specifications for the SAT, as set out in the Agreement.

**Service Report:** the written report to be provided by Skytree to Customer which confirms all works undertaken and Service Parts and Service Parts changed in the DAC Units.

**Service Ticket:** a service ticket issued by Skytree in accordance with the Service Ticket Procedure.

**Service Ticket Procedure:** the service ticket procedure for DAC Units as set out in the SLA.

**Services:** any and all Maintenance Services and Corrective Repair, including but not limited to the provision of Service Parts and/or Service Parts, to be provided by Skytree in relation to the DAC Units, as set out in the SLA.

**Services Fees:** the compensation for the Services to be paid by Customer as specified in the SLA.

**Service Issue:** a DAC Units System Failure reported to the Skytree Help Desk by Customer.

**Service Parts:** parts of the DAC unit that are deemed essential for the production of CO2 by the DAC unit and are deemed to be wear items and/or consumables and as laid out in the Product Specifications.

**Skytree:** Skytree B.V. and its Affiliates.

**Skytree Data:** all information about, or pertaining to, the business or operations of Skytree and its Affiliates, including but not limited to information regarding products, technology, IT operations, Intellectual Property Rights, know-how, financial information, customer data, Personal Data, results, data structures and documentation disclosed by Skytree to Customer in performing the Agreement.

**Skytree Help Desk:** Skytree's Help Desk interconnected with the Back Office System through which Skytree provides first line phone support and/or support per e-mail, as specified in the SLA.

**Skytree's Personnel:** Workers employed by Skytree.

**Skytree WTC:** the warranty terms and conditions for DAC Units which apply to the Agreement as specified in these GTC.

**SLA:** a service (level) agreement, which among others may cover the provision of Preventive maintenance and Corrective Repair of DAC Units, the sale of Service Parts which may be concluded between the Parties or between Skytree and the end-user of the DAC Unit and addenda hereto as agreed upon in writing by the Parties of which these GTC form an integral part.

**SoW:** the statement of work executed between Skytree and Customer for the installation of the DAC Goods at the Installation Site.

**Subcontractor:** a third party with whom Skytree has conducted a subcontracting agreement for the execution of the Services.

**System Parts:** specific components, materials and equipment delivered by Skytree to Customer and required for the integration and/or connection of the DAC Units to the existing and/or available infrastructure and/or utilities on the Installation Site including any parts and components thereof, as specified in the Agreement.

**System Parts Specifications:** the detailed specifications, descriptions, and drawings of the System Parts as agreed between Parties and specified and defined as such in the Agreement.

**Warranty:** warranty issued by Skytree as specified in these GTC (Chapter IV GTC) as described in Article 35.

**Warranty Claim:** a warranty claim as described in Article 34.

**Warranty Services:** Skytree's warranty services as described in Article 38.

## Article 2 - Applicability

2.1 These GTC apply to all Offers, Purchase Orders, order confirmations, and Agreements, and to all related legal acts of Parties.

2.2 The applicability of Customer's general terms and conditions of purchase or other terms and conditions is expressly rejected.

2.3 Skytree is entitled to amend these GTC and communicate the amended version on its website or by sending it to Customer.

2.4 A failure by Skytree to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by Skytree prevents further exercise of that right or remedy or the exercise of another right or remedy.

2.5 Any issues that are not arranged for in these GTC or any related Agreement shall be further discussed and agreed upon between the Parties in good faith, observing the principles of reasonableness and fairness.

2.6 In the event of any contradiction between these GTC and the Agreement, the Agreement shall prevail.

## Article 3 - Offers, Purchase Orders, notifications

3.1 All Offers of Skytree are non-binding and, unless otherwise stated by Skytree in writing, valid for a period of 30 (thirty) days after the date thereof. Skytree reserves the right to withdraw or change its Offers without compensation as long as Customer has not accepted the Offer yet by signing it.

3.2 In the event of any contradiction between Skytree's Offer and Customer's Purchase Order, Skytree's Offer shall prevail.

3.3 No Order shall be binding on Skytree unless it has been confirmed by Skytree in writing.

3.4 All Agreements and legally relevant declarations of the contracting Parties must be in writing in order to be valid. However, the contracting Parties acknowledge electronic signature (e.g., Adobe Sign, DocuSign or similar which ensure identification of the issuer and the integrity of the document) applied by authorized persons, to be sufficient.

3.5 Customer cannot derive any rights from oral commitments of Skytree unless those are confirmed in writing by Skytree.

3.6 No amendments of Agreements shall be binding upon either Party unless it is in writing and duly signed by both Parties.

## Article 4 - Agreement price and taxes

4.1 As consideration for the sale, Delivery and/or Installation and/or Services under the Agreement, Customer shall pay Skytree the agreed price, which is specified in the Agreement.

4.2 The agreed price is net and exclusive of any taxes or duties.

4.3 To the extent required by law, Skytree will add value added or sales tax or other required taxes and levies to the price.

4.4 Customer shall be responsible for all taxes, (import) duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto,

imposed by any governmental authority on Customer or Skytree or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement).

4.5 If any payment pursuant to the Agreement is subject to any Taxes, Skytree shall be entitled to charge such Taxes to Customer, which shall be paid by Customer in addition to the payments pursuant to this Article 4.

4.6 If Customer is exempted from the payment of any taxes or holds a direct payment permit, Customer shall, upon the constitution of an Agreement, provide Skytree with its VAT number, or any other document evidencing the exemption or direct payment permit.

4.7 Any penalty or interest charge levied against Skytree due to Customer's late payment of any taxes or levies due shall be to Customer's account.

## Article 5 - Payment terms

5.1 Customer shall pay the agreed price in accordance with the payment schedule as set out in the Agreement.

5.2 Unless expressly agreed otherwise between Parties in writing, Customer shall pay Skytree's invoices in full and without any discount, deduction, set-off or counterclaim within 30 (thirty) days after the invoice date by means of transfer to Skytree's bank account, in accordance with the conditions stated in the Agreement. All costs of payment shall be borne by Customer. Payments will be made in Euros, unless otherwise specified. Contestation of the invoices by Customer does not suspend Customer's payment obligations and Customer is not entitled to postpone them.

5.3 In the event that Customer fails to fulfill its payment obligations in time, Customer shall be in default and the entire agreed price, and any note or security given on account therefore shall forthwith become due and payable. Customer shall pay to Skytree interest on sums due hereunder from the due date at 1% (one percent) per month, or the maximum rate then permitted by applicable law. Such interest shall be calculated from the original due date until the date of full payment. The foregoing shall be in addition to and not in lieu of any other rights and remedies Skytree may have at law or in equity for such default.

5.4 All judicial and extrajudicial costs related to the enforcement and collection of payments due by Customer to Skytree and not received in time, shall be borne by Customer.

5.5 In the event that: a) Customer's company is wound up; b) Customer's company is declared bankrupt; and/or c) suspension of payment is granted to Customer, Skytree's payment claims against Customer shall become immediately due and payable.

5.6 Customer's failure to make payment in accordance with the terms hereof shall give Skytree the right to suspend any of its outstanding obligations towards Customer or to dissolve the Agreement. This may include temporarily or permanently disconnecting the DAC Unit from Services.

## Article 6 - Suspension and dissolution

6.1 Skytree shall at all times be entitled to suspend the fulfillment of its obligations under the Agreement or to dissolve the Agreement, if: (i) Customer does not timely and/or fully fulfill its obligations under the

Agreement; (ii) Skytree learns of circumstances giving good ground to fear that Customer will not timely and/or fully fulfill its obligations under the Agreement; (iii) Customer has been requested to furnish sufficient security for the fulfillment of its obligations under the Agreement pursuant to and such security has not been sufficiently provided; (iv) if Customer is or shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings.

6.2 All Purchase Orders and Agreements are subject to Skytree's approval of Customer's creditworthiness. Skytree reserves the right to refuse the sale, Delivery and/or the Installation and/or Services as specified in the Agreement and/or to change the terms of payment as set out in Article 5.

6.3 If the Agreement is dissolved, Skytree's claims against Customer shall become immediately due and payable. If Skytree suspends the fulfillment of its obligations, it will retain its rights under the applicable law and the Agreement.

6.4 Notwithstanding the previous paragraphs of this Article 6, Skytree shall always retain the right to claim damages in case of suspension or dissolution.

#### **Article 7 - Confidentiality and publicity**

7.1 Parties shall be bound to secrecy of all each other's Confidential Information and shall use the same solely for the purposes of performing the Agreement. Customer shall not reverse engineer, decompile, modify, disassemble, or otherwise attempt to discover or make derivative works of the DAC Units or underlying ideas, by any means whatsoever, directly, or indirectly, or disclose any of the foregoing to any third party.

7.2 Parties shall cause their officers, directors, employees, agents, and Affiliates to abide by the terms of this Article 7. Each Party shall be responsible for any breach by its officers, directors, employees, agents, and Affiliates of this Article 7.

7.3 Information shall not be regarded as confidential if it: i) is already in possession of the public or becomes available to the public other than through breach of this Article 7 by the receiving Party; ii) is required to be disclosed under any applicable law, court order or direction, or governmental or regulatory authority regulation, rule or requirement; iii) is acquired lawfully from a third party which is not subject to any confidentiality obligation towards the disclosing Party; iv) was independently developed by the receiving Party without use of or reference to the Confidential Information of the other Party.

7.4 In the event that the receiving Party becomes aware that Article 7.3 ii) may or does apply, it will give the disclosing Party prompt notice of that fact - to the extent lawful to do so - in order for the disclosing Party to seek an appropriate remedy to prevent such disclosure. Furthermore, the receiving Party shall take such measures as the disclosing Party reasonably requires for any such prevention and shall keep the disclosing Party promptly and fully informed of all developments relating to any potential disclosure, to the extent this is lawful to do so. The receiving Party shall always bear the burden of proof relating to the above exceptions.

7.5 Immediately after the termination of the Agreement, the receiving Party will return to the disclosing Party all of the disclosing Party's Confidential Information, and all derivatives thereof, communicated in connection therewith or, if so, requested by the disclosing Party, certify in writing that all copies of such Confidential Information have been destroyed.

7.6 Parties shall not issue a news release, public announcement, advertisement, or any other form of publicity concerning any Agreement without obtaining the prior written consent to such publicity from Skytree.

#### **Article 8 - Intellectual Property Rights**

8.1 All right, title, and interest in and to Intellectual Property Rights of any kind associated with the DAC Units, including, without limitation, Skytree Data, any plans, simulation models, Product Specifications, test models, images, schedules, designs, sketches, drawings, films, and other material or (electronic) files is reserved to and belong to Skytree. Customer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to Customer or via Customer to third parties and irrespective of whether Skytree charged Customer for the production of such materials.

8.2 All Intellectual Property Rights, Know How and/or data arising out of the execution of the Services by Skytree shall be owned by and transferred to Skytree. Customer shall strive to not at any time allege the invalidity or otherwise take or permit to be taken any action affecting the validity or enforceability of any Skytree Intellectual Property Right arising from the Services.

8.3 Customer shall not directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or do so, or provide to third parties, the DAC Units and/or any portion thereof, or permit or encourage any third party to do, or use or acquire any materials from any third party who does so.

8.4 Customer shall not attempt to seek or claim any interest in Skytree's Intellectual Property Rights or assist any other party to assert any interest in Skytree's Intellectual Property Rights. Customer acknowledges that any improvement or enhancement of Skytree Intellectual Property Rights which may result from work performed by Customer shall remain the exclusive property of Skytree.

8.5 Customer shall not hinder Skytree in any application or other measure taken by Skytree to protect or exploit improvements to Skytree's Intellectual Property Rights. Skytree shall have the exclusive right to file patent applications, in its own name or in the name of a third party designated by Skytree, for inventions made as part of carrying out of the Agreement and Customer shall give its full cooperation with respect to such patent applications.

8.6 Skytree reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far, no Confidential Information of Customer shall be disclosed to third parties.

## Article 9 - Intellectual Property Rights Infringement

9.1 Skytree will, at Skytree's expense, defend any suit which may be brought against Customer based on a claim furnished under a Agreement constituting an infringement of a third party Intellectual Property Right (provided Skytree is notified promptly of such suit and copies of all papers therein are promptly delivered to Skytree).

9.2 In case said DAC Unit or any part is held to constitute infringement and the use of the DAC Unit or part is enjoined, Skytree shall, at its own expense, either procure for Customer the right to continue using the DAC Unit or part; or replace with non-infringing products; or modify it so that it becomes non-infringing; or remove the DAC Unit and refund the part of the agreed price paid for the respective unit and the transportation and installation costs thereof. The foregoing states the entire liability of Skytree for Intellectual Property Rights infringement by the DAC Units and/or any part thereof.

9.3 This provision shall not apply to any DAC Unit and/or System Parts which are manufactured by Skytree or third parties to Customer's design or specifications. Skytree assumes no liability for any such infringement and Customer agrees to defend any suit against Skytree for alleged infringement arising through the manufacture and sale of DAC Units made to Customer's design or specifications and to indemnify and hold Skytree harmless from any liability arising from any such infringement.

## Article 10 - Limitation of liability

10.1 The operation of the DAC Units is within the exclusive control of Customer. Neither Skytree nor its representative(s) shall be deemed to have any responsibility for the operation of the DAC Units. Customer shall indemnify and hold Skytree harmless from all expense and liability (including attorneys' fees) incurred by or imposed upon Skytree based upon injury to persons (including death) or damage to property (including the DAC Units) resulting from Customer's tests, cleaning, operation, or maintenance of the DAC Units or from modifications to the DAC Units by Customer, its end- user or by other third parties.

10.2 To the fullest extent permitted by applicable law, Skytree, its agents, directors, officers, employees, Subcontractors and suppliers shall in no way be liable for consequential, incidental, indirect, special or punitive damages, loss of profits or revenue of any kind, delays, loss of use, loss of data, loss of production, costs of capital or costs of replacement power, personal injury, wrongful death, property damage, loss by reason of plant shutdown, non-operation or increased expense of operation sustained by Customer, or by any person dealing with Customer, in connection with the DAC Units, including, without limitation, resulting from use, Delivery and/or Installation and Services, even if Skytree or its authorized representative was advised of the possibility of such damages.

10.3 Any liability and indemnity in that regard of Skytree, its agents, directors, officers, employees, Subcontractors, suppliers related to the Agreement shall be limited to Euro 1,000,000 (one million) or the total fees paid by Customer to Skytree in any year, whichever is greater.

10.4 Any liability and indemnity in that regard of Skytree, its agents, directors, officers, employees, Subcontractors, suppliers related to the

Agreement shall be limited to direct damages. In no event shall Skytree be liable to Customer for any indirect, consequential, incidental, reputational and/or special damage(s) or damages for loss of revenues or profits, loss of use, interruption of operations, loss of data, breach of data, or the cost of substitute products or services.

10.5 Where Skytree performs Services, the sole remedy for damages caused by Skytree, shall be reperformance of these Services.

10.6 The limitations of liability as set forth in this Article 10 shall apply and be effective with respect to any claim, cause of action, or legal theory whatsoever against Skytree, including, but not limited to, contract or warranty (including performance guarantees) or breach thereof, indemnity, tort (including negligence) and strict liability.

10.8 No limitation of liability as set out in this Article 10 shall apply to any liability arising from gross negligence or willful misconduct and to the extent a limitation of liability is restricted by applicable law.

## Article 11 - Force Majeure

11.1 Skytree shall not be liable for any failure to fulfill any terms of the Agreement to the extent that such fulfillment has been delayed, hindered, interfered with, or prevented by any circumstance whatsoever which is not within its reasonable control, and which amounts to an act of Force Majeure.

11.2 Skytree shall inform Customer of all circumstances and particulars which prevent Skytree from performing its obligations under the Agreement. Skytree shall consult Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.

11.3 Skytree shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof.

11.4 Claims made under the Warranty shall only be accepted if the cause of the defect of the DAC Goods was not due to an event attributable to Force Majeure.

11.5 If the Force Majeure continues for a period of more than 3 (three) consecutive months, Skytree shall be entitled to terminate the Agreement by written notice to Customer.

## Article 12 - Assignment and subcontracting

12.1 Skytree is always entitled to assign all or part of its rights and/or obligations under the Agreement to an Affiliate or third party.

12.2 Customer is not entitled to assign all or part of its rights and/or obligations under the Agreement without Skytree's prior written consent, which shall not unreasonably be withheld. In the event of a proper assignment, the Agreement shall be binding upon and inure to the benefit of Customer's successors and assignees.

12.3 Skytree is at all times entitled to enter into any agreement with Subcontractors with respect to the execution of the Agreement after sending prior written notice thereof to Customer.

**Article 13 - Non-employment of employees**

13.1 During the term of the Agreement and for 12 (twelve) months after the termination or expiration thereof, Parties may not, without the prior written consent of Skytree, directly and/or indirectly, hire or enter a business relationship with each other's employee(s) involved in the performance of the Agreement.

**Article 14 - Compliance with law & export controls**

14.1 Without limitation, each Party shall comply with all applicable laws and regulations pertaining to EU export and import controls or export or import restrictions of other applicable jurisdictions. Customer shall be responsible for obtaining all governmental permits, licenses, and approvals, and satisfying all formalities with respect to the purchase, advertisement, storage, use, transportation, resale, import and export of the DAC Units.

14.2 If the performance or a delivery by one Party is subject to an export or import license being granted by a governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, such Party shall notify the other Party of such fact as soon as they become aware of such requirement.

14.3 If applicable, Skytree shall file for an export license, but only after appropriate documentation for the license application has been provided by Customer. Customer shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of the Agreement by Skytree. If an export license is not granted or, if once granted, is thereafter revoked, or modified by the appropriate authorities, then the relevant Agreement may be canceled by Skytree without liability for damages of any kind resulting from such cancellation. At Skytree's request, Customer shall provide to Skytree a letter of assurance and end-user statement in a form reasonably satisfactory to Skytree.

**Article 15 - Data and privacy**

15.1 The Parties shall always comply with any obligations under the EU General Data Protection Regulation (GDPR) regarding personal data protection and any other relevant law and regulations while processing personal data. Both Parties shall (i) limit processing of personal data to strict necessary data processing, (ii) take appropriate security measures to protect the (personal) data provided by the other Party, (iii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iv) notify the other Party of any breach of Personal Data at the latest within 48 hours after discovery. Customer shall inform Skytree of such Personal Data breach via [info@skytree.eu](mailto:info@skytree.eu).

15.2 Customer can find further information of processing of Customer's personal data by Skytree in Skytree Privacy Notice Customer published on Skytree website.  
<https://www.skytree.eu/privacy-notices>.

**Article 16 - Miscellaneous**

16.1 Except as specifically provided herein, the exercise of any remedy in these GTC shall not be a waiver of any other remedy provided by

law. Except as otherwise expressly set forth in these GTC, no remedy conferred by any of the specific provisions of these GTC is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not, except as otherwise expressly provided herein, constitute a waiver of the right to pursue other available remedies.

16.2 If any provision in the Agreement and/or these GTC is found to be invalid or unenforceable in any respect in any jurisdiction the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless the Agreement and/or these GTC reasonably fail in its essential purpose and the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.

16.3 No penalties or liquidated damages shall apply pursuant to the inexecution of Skytree's obligations under the Agreement, unless accepted in writing by Skytree's authorized representative.

16.4 All sections and all other obligations which may be performed after the cancellation, expiration or termination of the Agreement shall survive expiration or termination thereof.

16.5 Either Party's failure to enforce any provisions hereof shall not be construed as a waiver of that Party's right thereafter to enforce each and every such provision.

**Article 17 - Applicable law and dispute resolution**

17.1 These GTC are exclusively governed by the laws of The Netherlands, with the exclusion of the Vienna Sales Convention.

17.2 Any dispute or claim arising from or in connection with it or its subject matter (including any question regarding its existence, validity, or termination) shall be submitted to the competent courts of Amsterdam, the Netherlands, always provided that, in case Skytree is the plaintiff, Skytree may at its sole discretion submit any such dispute to the competent courts in the venue of Customer's registered office.

**II. ADDITIONAL PROVISIONS CONCERNING THE SALE AND INSTALLATION OF DAC GOODS****Article 18 - Offer, Order (confirmation), Agreement**

18.1 Each Offer of Skytree shall contain the Product Specifications and, if applicable, final approved drawings, quantity, Delivery date and any other details essential for the proper execution of the Agreement. If Customer agrees to the terms of the Offer, Customer shall confirm the Offer by returning a signed copy of the Offer to Skytree or by issuing a separate Purchase Order which is in line with the provisions of the Offer, in its own format. A Purchase Order deviating from Skytree's Offer may be declined by Skytree.

18.2 When a Purchase Order is placed by Customer without a prior Offer and Skytree subsequently sells, Delivers and/or Installs DAC Units, this is a confirmation of the Purchase Order and constitutes an Agreement to which these GTC apply.

**Article 19 - Changes**

19.1 If on the instructions of, or in agreement with Customer, any change is made in the Delivery and/or Installation that is not included in the Agreement, the extra costs thereby incurred shall be charged by Skytree to Customer as additional work at the then applicable hourly rates and System Parts. Skytree is not obliged to honor a change request and may require that a separate Agreement will be concluded for this purpose.

19.2 Skytree reserves the right to make changes in design of or add any improvement to DAC Units at any time, without incurring any obligations to previously Delivered and/or Installed DAC Units to Customer, in the same manner.

19.3 Skytree may, at its expense, make such changes in the DAC Units as it deems necessary, in its sole discretion, to conform the Skytree units to the applicable Product Specifications. If Customer objects to any such changes, Skytree shall be relieved of its obligation to conform to the applicable Product Specifications to the extent that conformance may be affected by such objection.

**Article 20 - Dimensions, weights, illustrations, and data**

20.1 The measurements, weights, dimensions, capacities, technical data, and images set out in the brochures, product documentation, websites and other advertising material are approximate only. These data shall not be binding except to the extent they are expressly guaranteed in the Product Specifications.

20.2 Customer shall ensure that all data, which Skytree indicates are necessary for the sale, Delivery and/or Installation, which Customer should reasonably understand are necessary for this purpose, have been provided to Skytree correctly and in a timely manner. If the information required for the performance of the Agreement has not been provided to Skytree correctly or in a timely manner, Skytree shall have the right to suspend the performance of the Agreement and/or charge the costs arising from the delay to Customer at Skytree's usual rates.

**Article 21 - Delivery, Installation, and packaging**

21.1 If a Delivery Date for the Delivery and/or the Installation is given or agreed upon this is always indicative. However, Skytree shall make all reasonable efforts to Deliver and/or Install the DAC Units on the date of Delivery or within the delivery period respectively. If Skytree expects that an agreed Delivery Date shall be exceeded, it shall immediately inform Customer thereof in writing. Under no circumstances Skytree will pay any penalties or damages for late Delivery.

21.2 Failure to Deliver and/or Install the DAC Units on the agreed Delivery Date or within a delivery period does not entitle Customer to fail to comply with or suspend its obligations under the Agreement.

21.3 Unless agreed otherwise in writing, Skytree is entitled to Deliver and/or Install the DAC Units in partial deliveries and is entitled to invoice separately for partial deliveries. Delay in any partial delivery shall not release Customer from its obligation to accept the remaining Delivery and/or Installation.

21.4 All DAC Units will be delivered in standard reusable packaging and at standard pack levels. Any special packaging, labeling or special marking of the DAC Units may be, after mutual agreement, subject to additional charges.

**Article 22 - Title**

22.1 Title to the DAC Units shall transfer from Skytree to Customer upon Skytree's receipt of all installments of the Agreement Price. In addition, Skytree will remain the owner of the DAC Units for as long as Customer has not paid any claims arising from non-payment of the Agreement Price, such as damages, penalties, interest, and costs.

22.2 As long as the ownership of the DAC Units has not been transferred to Customer, Customer may not pledge the DAC Units, transfer ownership as security or grant any other right to third parties in relation to the DAC Units. Customer shall, at its own expense, insure the DAC Units delivered under retention of title and keep it insured against all types of damage, such as, but not limited to, damage caused by fire, explosion and water, as well as against theft, with a financially reliable insurance company. At Skytree's request, Customer will provide the relevant insurance policy for inspection as well as proof of payment of the insurance premiums.

22.3 As long as the ownership of the DAC Units belongs to Skytree and if Customer has been declared bankrupt, has been granted a suspension of payments, has been declared subject to the debt rescheduling of natural persons in respect, or if any attachment of its assets has been levied, Customer undertakes to immediately notify Skytree of this and, furthermore, to inform the liquidator that the DAC Units are the property of Skytree.

22.4 If, due to refusal, negligence, or a cause within Customer's sphere of risk, it proves impossible to perform any of the obligations under the Agreement, Skytree shall be entitled to store the DAC Goods purchased for the performance of the Agreement at Customer's expense and risk. If, after having been warned to do so, Customer fails to fulfill its obligations, it shall be in default with immediate effect. Skytree will then be entitled to dissolve the Agreement in whole or in part with immediate effect by means of a written statement, without Skytree being under any obligation to pay compensation for damages, costs, and interest.

**Article 23 - Delivery and risk of the DAC Units**

23.1 Unless otherwise explicitly agreed upon in the Agreement, Skytree shall deliver the DAC Units "CIP" (Carriage and Insurance Paid to) to the Installation Site, according to the latest version of Incoterms (International Chamber of Commerce) on the Delivery Date Upon such delivery the risk of loss and damage to the DAC Units shall transfer from Skytree to Customer.

23.2 Skytree shall provide or maintain adequate insurance with regard to the DAC Units against damage and/or loss, during transport from Skytree's Production Location to the Installation Site.

**Article 24 - Additional costs for the DAC Units**

24.1 Unless otherwise explicitly agreed upon in the Agreement, the costs of Installation and Services are not included in the prices of the

DAC Units and shall be set out and agreed upon separately in the Agreement and added to the Agreement Price.

#### **Article 25 - Installation and SAT of the DAC Units**

25.1 If the Installation and SAT of the DAC Units is to be performed by Skytree, Skytree shall perform the Installation and SAT of the DAC Units in accordance with the framework as set out in this Article 25.

25.2 In the event that there are special and/or other acceptance conditions required by Customer, Customer shall inform Skytree hereof timely, and the Parties agree to engage related discussions to find and agree on the most appropriate conditions to be applied for the respective SAT.

25.3 If the DAC Unit succeeds in passing the SAT, a SAT certificate in the format provided by Skytree, will be signed by the Parties.

25.4 In the event that the DAC Unit fails to pass the SAT, Customer shall immediately, based on the written test report, confirm in writing to Skytree the alleged defects. In such case Skytree shall remedy the reported defects within a reasonable period, which is to be determined at Skytree's sole discretion, but which shall not exceed (30) thirty days from the written notification by Customer.

25.5. If the SAT, for reasons not attributable to Skytree, is not carried out within (4) four weeks after the Delivery Date, the SAT is considered as performed successfully.

25.6 Customer may only use the DAC Units for their intended use upon execution of the SAT certificate and full payment of the Agreement Price. Any use of the DAC Units prior to the execution of the SAT certificate shall constitute acceptance of the DAC Unit by Customer in the actual state the DAC Unit is at the time of commencement of such use. Skytree shall be entitled to prevent the use of the DAC Unit until receipt of full payment by Skytree of all payment installments which are due under the terms of the respective Agreement.

### **III. PROVISIONS CONCERNING MAINTENANCE SERVICES**

#### **Article 26 - General obligations of Skytree**

26.1 Skytree warrants, represents, and undertakes that as of the Effective Date:

26.1.1 Skytree and, if applicable any Subcontractors has/have full right and requisite legal and corporate power to execute and provide the Services;

26.1.2 Skytree is not subject to any litigation that is likely to jeopardize the provision of the Services; and

26.1.3 Skytree has obtained, either directly or, through its Affiliates or Subcontractors, all licenses, certifications, authorizations, approvals, consents or permits required under all applicable laws to perform its obligations under the SLA.

#### **Article 27 - General obligations of Customer**

27.1 Customer shall provide Skytree with all co-operation in all matters required for the performance of the Services. In this respect Customer shall promptly and fully respond to all communications of Skytree related to the provision of the Services and liaise with Skytree on matters relevant to the provision of the Services and give access to

Customer's information, records, and other materials as Skytree requires in connection with or to provide the Services.

27.2 If the Services are to be carried out at Installation Site Customer shall, except to the extent agreed otherwise between the Parties in writing make sure that:

27.2.1 the Installation Site is available for the provision of the Services by Skytree and Skytree's Personnel and/or Subcontractors are able to reach the place where the DAC Unit to which the Services are to be performed is located and start work in accordance with the agreed time schedule and during normal business hours. Provided that Customer has been given notice in writing in reasonable time, work may be performed outside normal business hours to the extent deemed necessary by Skytree;

27.2.2 Customer has taken and shall maintain all necessary safety and precautionary measures needed for the Services and shall inform Skytree before the commencement date of the Services in writing of all relevant safety regulations in force at the Location. Services shall not be carried out in unhealthy or dangerous surroundings;

27.2.3 at no cost of Skytree, suitable and adequate training is provided to Skytree's Personnel to ensure the safety of Skytree's Personnel and to safeguard Customer's and/or Skytree's systems or equipment at the Installation Site;

27.2.4 all preparatory work to ensure that the conditions necessary for the providing of the Services and the correct operation of the DAC Units are fulfilled in good time;

27.2.5 Skytree's Personnel can obtain suitable and convenient board and lodging in the neighborhood of Customer's premises and have access to internationally acceptable hygiene facilities and medical services;

27.2.6 Customer has made available (access to) electricity to Skytree free of charge at the proper time at Customer's premises;

27.2.7 Customer has made available to Skytree free of charge sufficient offices and working space at the Installation Site, equipped with internet access;

27.2.8 Customer has made available to Skytree free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the Services and the personal effects of Skytree's Personnel; and

27.2.9 the access routes to the place at the Installation Site where the Services are to be carried out are suitable for the required transport of Skytree's equipment.

27.3 Unless otherwise explicitly agreed upon between Parties, Customer shall be responsible for the necessary daily care of the DAC Units.

27.4 Customer shall in good time provide current technical documentation (e.g., drawings, descriptions, charts and instructions) in Customer's possession, which is relevant for carrying out the agreed Services.

27.5 Customer shall immediately notify Skytree if Customer cannot let Skytree carry out the Services at the agreed or notified time. Any agreed time for Completion of the Services shall then be extended as necessary having regard to all relevant circumstances.

27.6 Customer shall without undue delay inform Skytree by written notice of its desire to make material alterations to the DAC Units or the manner in which the DAC Units operate if these alterations will have a materially adverse effect on Skytree's Maintenance Services and/or Corrective Repair obligations under the SLA ("Alterations with Materially Adverse Effect"). Prior to making any Alterations with Materially Adverse Effect, Customer must seek and receive the written approval of Skytree. If Customer undertakes, without Skytree's written approval, Alterations with Materially Adverse Effect, Skytree shall be entitled to have the SLA amended but solely to the extent necessary to ameliorate such Alterations with Materially Adverse Effect.

#### **Article 28 - Scope of Services**

28.1 Depending on the Services as set out in the SLA, Skytree shall provide Customer with: Maintenance Services (consisting of Preventive Maintenance and/or Spare Parts Management System Services and Corrective Repair.

28.2 In providing the Services and performing its obligations under the SLA, Skytree shall ensure that Skytree's Personnel makes reasonable efforts and performs their duties and obligations with appropriate care, in a professional and ethical manner and in accordance with guidelines agreed by the Parties from time to time. Skytree shall be entitled to engage Subcontractors for any part of the Services, as it may deem necessary or desirable.

28.3 Insofar as is reasonably practicable, Skytree shall provide the Services in accordance with the Product Specifications, KPI's and/or the related time schedule in the SLA. Skytree shall not be liable towards Customer in the event the Services are not performed in accordance with such Product Specifications, KPI's, or time schedule.

28.4 Skytree shall not be required to commence performance of any Services before receipt of the agreed (number of) materials, data, and other information. In case of a delay in delivery, Skytree shall be entitled to postpone the Delivery date by the duration of such delay or to such later date as necessitated by Skytree's planning capabilities.

28.5 Skytree shall perform Corrective Repair at the expense of the Customer according to the rates agreed in the SLA, to any of the DAC Units to the extent that any defect or failure of the DAC Units is caused by one or more of the following excluded failures (each an "Excluded Failure"):

28.5.1 any disruption of the grid connection (such as grid connection outage for a period of hours) or any other interruption to the supply of electricity from the local grid to the DAC Units, or any disconnection from the CO2 dosing pipelines or disruption of the throughput of CO2 flows through such CO2 dosing pipelines or any disconnection from the hot water or hot air pipelines or disruption of the throughput of hot water or hot air flows through such pipelines;

28.5.2 Customer's combination, integration, or use of the DAC Unit in a manner other than for the intended purpose;

28.5.3 abnormal or improper operation conditions, accident, abuse, damage, misuse, use by Customer of spare parts not supplied or approved by Skytree, or modifications repair or alterations made to the DAC Unit by Customer or a third party (including the end-user) without Skytree's prior written consent;

28.5.4 the provision of inaccurate information and documentation, including Product Specifications, by Customer to Skytree;

28.5.4 Customer manually switches off the DAC Unit which results in less CO2 volume production than referenced in the Product Specifications and/or SLA.

28.6 If Skytree is performing or has performed Excluded Services, Skytree may charge, and Customer shall pay, the related additional charges.

28.7 If on investigation Skytree reasonably determines that any defect in or malfunctioning of the DAC Unit is the result of an Excluded Failure, Customer shall pay the related additional charges in respect of the costs incurred by Skytree in making the investigation and determining the cause of the defect in or malfunctioning of the DAC Unit Customer can elect to have Skytree carry out the repair work. Skytree will apply a 20% mark up to any and all work related to excluded failure.

28.8 Where applicable, the terms and conditions of these GTC shall apply mutatis mutandis to the provision of Excluded Services and any other additional services by Skytree to Customer and to all offers, orders, order confirmations or agreements between Parties in connection to such additional services.

28.9 If so agreed upon between the Parties in the SLA, Skytree shall provide basic training to Customer so Customer can carry out its obligations as set out in the Preventive Maintenance Schedule.

28.10 Customer will request Corrective Repair from Skytree by issuing a Service Issue to Skytree Helpdesk. Upon receipt of the Service Issue, Skytree will generate a Service Ticket in accordance with the Service Ticket Procedure as set out in the SLA.

28.11 If Corrective Repair is carried out shortly before Preventive Maintenance is due, Skytree may at the same time carry out the Preventive Maintenance.

28.12 When Skytree has finished the Corrective Repair, Skytree shall notify Customer thereof in writing. Skytree shall thereafter assist Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the Corrective Repair has been Completed.

#### **Article 29 - Warranty and disclaimer**

30.1 For the duration of the SLA Skytree warrants to perform the Services: i) with professional skills and good workmanship; and ii) with at least the same degree of care, skill, and diligence with which it currently performs or has in the past performed similar services for or with respect to the DAC Units.

30.2 The only warranty concerning the Services is set forth in this Article 30. All other warranties with respect to the Services or any labor, parts or materials provided in connection therewith, express, or implied, are excluded, including the implied warranty of merchantability, fitness for a particular purpose and any warranty arising from course of dealing, usage of trade, description, or sample.

**Article 30 - Data usage**

31.1 The Parties acknowledge that the Services also entail the collection, storage, analysis, and presentation of data generated by Customer's usage of the DAC Units.

31.2 Skytree shall at all times be the owner of the generated data and shall be entitled to use and otherwise process data derived from Customer's usage of the DAC Unit to provide Customer the Services in accordance with the SLA.

31.3 Skytree may use aggregated information which cannot be linked specifically to any individual nor to Customer and may disclose such aggregated information to its manufacturers, suppliers, and customers, it being understood that such information shall not include any personal data nor Confidential Information.

**Article 31 - SLA Term and Termination**

32.1 The SLA shall be effective as of the Effective Date for the Term as set out therein.

32.2 Skytree may terminate the SLA or suspend its performance if Customer fails to pay any amount owing to Skytree thereunder within 30 (thirty) days following receipt of written notice of non-payment from Skytree.

32.3 Skytree may terminate the SLA with immediate effect by written notice, if Customer shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings, or if it must reasonably be expected to be unable to meet its obligations under the SLA.

32.4 Notwithstanding the expiry or termination of the SLA, each Party shall procure the due and timely performance of all obligations assumed by it prior to such expiry or termination.

32.5 Any provision of the SLA which contemplates performance or observance subsequent to any termination or expiration of the SLA will survive any termination or expiration of the SLA and continue in full force and effect.

**IV. SKYTREE WTC****Article 32 - Applicability**

32.1 These Skytree WTC applies to DAC Goods

**Article 33 - Warranty and Warranty Period**

33.1 Subject to the exclusions and limitations described in Article 36, Skytree warrants that DAC Goods shall be delivered free of defects in materials and workmanship (Warranty).

33.2 The Warranty shall end: after expiration of a period of fourteen (14) months as of the date of delivery of the DAC Units in accordance with the Agreement or twelve (12) months following the SAT of the DAC Unit as agreed upon in the Agreement, whichever occurs first.

**Article 34 - Warranty procedure and conditions**

34.1 To obtain Warranty Services pursuant to these Skytree WTC, Customer must strictly adhere to the following procedure. If Customer

fails to comply with the terms of this procedure the Warranty shall become null and void.

34.2 If a nonconformity to the Warranty is discovered during the Warranty Period, Customer shall promptly (within 5 working days after such discovery) notify Skytree in writing of the alleged non-conformity ("Warranty Claim"). Each Warranty Claim shall include:

- Proof of purchase;
- Proof of payment;
- Name and contract information;
- Description of the DAC Goods (including the serial number);
- Description of the non-conformity; and
- Possible attempts made to resolve the problem.

The Warranty Claim shall be sent to the following address: [services@skytree.eu](mailto:services@skytree.eu).

34.3 Customer shall not return or dispose of any DAC Unit (parts) with respect to which it intends to make a Warranty Claim, without Skytree's prior written authorization.

34.4 Upon written approval from Skytree, Customer shall properly package and label the DAC Unit to be returned to Skytree by using the reusable packaging provided by Skytree at delivery or other adequate packaging, or, if designated by Skytree, to another location, in the manner indicated by Skytree.

34.5 Skytree shall, within a reasonable time, examine the Warranty Claim (either through remote access or through a visit to Customer's site where the DAC Goods are located ("Site") and inform Customer if Skytree accepts such Warranty Claim. If Skytree accepts such Warranty Claim Skytree shall as soon as reasonably possible at Skytree's option: either repair or replace the nonconforming portion of the DAC Unit. Repair or replacement services performed by Skytree after the acceptance of a Warranty Claim are hereinafter referred to as "Warranty Services".

34.6 Unless explicitly agreed upon in the Agreement, Skytree shall not provide any warranty to Customer with respect to any Warranty Services to be provided by Skytree to Customer other than that the Warranty Services shall be provided with professional skill and workmanship. The warranty for any Warranty Services shall end ninety (90) days after the date of completion of such Warranty Services.

34.7 Any Replacement parts delivered by Skytree in connection with the performed Warranty Services shall be delivered, CIP, to the respective Site, according to the Incoterms 2020, or any later version thereof.

34.8 The warranty for Replacement Parts shall end twelve (12) months after the date of delivery.

34.9 The performance of Warranty Services by Skytree shall not extend or renew the original Warranty Period, provided however that the warranty period for Warranty Services and the warranty period for Replacement Parts may survive the expiration of the original Warranty Period.

34.10 Skytree shall only bear the costs of any Replacement Parts, the transportation costs hereof to Customer and all direct labor costs in accordance with the Warranty Services under an accepted and justified Warranty Claim. All other costs, expenses and charges in connection with the Warranty Services and the non-conforming DAC

Goods, such as but not limited to costs, expenses and charges related to (de-) installation, decontamination, re-installation and transportation of nonconforming DAC Goods or parts thereof to Skytree and back to Customer (incl. tariffs, import/export cost), removal and replacement of other systems, structures or other parts of the Site, temporary power, traveling and lodging expenses from Skytree's employees and/or Subcontractors and legal and remedial costs shall be for Customer's risk and expense.

34.11 Skytree's total warranty costs, charges, and expenses with respect to the Warranty Services to be performed under these WTC shall be limited to a maximum of the original purchase price of the DAC Goods as mentioned in the Agreement. Any surplus shall be borne by Customer.

34.12 The costs in connection with an unaccepted and unjustified Warranty Claim by Customer shall be borne entirely by Customer plus a handling fee of 15%.

34.13 If Customer transfers the ownership of the DAC Goods to an end-user and Skytree approves in writing with the transfer of the related rights and obligations of Customer under these Skytree WTC to such end-user, Customer shall pass on to its end-user in full the terms and conditions of these Skytree WTC, including the exclusions and limitations set forth herein. If Customer extends or otherwise represents to an end-user that the warranties are more extensive or encompassing than those set forth herein, Customer shall indemnify Skytree for any warranty claims made by an end user based on Customer's representations.

#### **Article 35 - Warranty exclusions and limitations**

35.1 The Warranty shall be null and void if a non-conformity to the Warranty is caused by:

35.1.1 Customer's failure to have the DAC Goods properly stored, installed, used, operated, and maintained by a Certified Person, in compliance with Skytree's printed instructions or Product Specifications, or, in the absence of this, any failure to follow accepted industrial practice by Customer;

35.1.2 normal wear and tear, abnormal or improper operation conditions, accident, abuse, damage, misuse, use by Customer of spare parts not supplied or approved by Skytree, or modifications repair, maintenance or alterations made to the DAC Goods by Customer or a third party (including the end-user) without Skytree's prior written consent;

35.1.3 any disruption of the grid connection (such as grid connection outage for a period of hours) or any other interruption to the supply of electricity from the local grid to the DAC Units, or any disconnection from the CO<sub>2</sub> dosing pipelines or disruption of the throughput of CO<sub>2</sub> flows through such CO<sub>2</sub> dosing pipelines or any disconnection from the hot water or hot air pipelines or disruption of the throughput of hot water or hot air flows through such pipelines;

35.1.4 any loss of data connection to the Site; or

35.1.5 the provision of inaccurate information and documentation, including specifications, by Customer to Skytree.

35.2 Warranty Claims will furthermore not be accepted if Customer refuses to permit Skytree to examine the DAC Goods and operating data to determine the nature of the claimed defect.

35.3 The Warranty furthermore does not cover nonconformities caused by Force Majeure situations.

#### **Article 36 - Disclaimer**

36.1 The warranties as set out in these Skytree WTC are exclusive and in lieu of any other warranties, whether statutory, oral, written, express or implied, including, but not limited to, merchantability or fitness for a particular purpose, durability, or those arising by a course of dealing or usage of trade, to the fullest extent allowed by applicable law. Customer's exclusive remedies and Skytree's only obligation arising out of or in connection with defective DAC Goods, whether based on warranty, contract, tort (including negligence) or otherwise, shall be those stated herein.