

SERVICES TERMS

1. General

1.1 These Services Terms supplement the General Terms of Sale ("GTC") by BTG Instruments AB (the „Seller“) to the customer (the "Purchaser") and apply specifically to services as described herein which may include maintenance, repair, commissioning, contracted measurements and audits, consultancy, checking the essential functions of the equipment, cleaning, adjusting parts of the equipment and exchanging defective parts or wearing parts which are no longer in full working order, as well as installation and calibration services (individually and collectively referred to as "Services"). Unless otherwise specified, all general contractual conditions outlined in the GTC apply to transactions covered under these Services Terms

1.2 Unless otherwise agreed in an individual case, the Services will apply solely to the tasks outlined in the respective manuals as necessary to maintain operational guarantees, and/or the work stipulated in the scope of services or service schedule depending on the equipment type.

1.3 Any deviation from these Services Terms requires a written agreement from the Seller. The Seller explicitly rejects any terms provided by the Purchaser that are communicated before, concurrently with or after the formation of the contract, unless explicitly agreed in writing by the Seller.

1.4 Deliverables to be provided by the Seller as part of the Services will be detailed in a proposal or statement of work (the "Proposal"). Upon mutual acceptance of the Proposal, a contract is formed. In absence of a separate agreement, a contract will be deemed concluded when the Purchaser has placed an order based on a quotation from the Seller. Written confirmation includes any communication sent via data transfer (e.g., e-mail) and electronic signature platforms (e.g., Adobe Sign, DocuSign).

2. Price

2.1 By purchasing Services as part of a periodical subscription, the Purchaser agrees to pay the initial and recurring fees at the rate defined in the Proposal and assumes responsibility for all such charges throughout the entire duration of the contract.

2.2 Unless otherwise agreed, the price in the Proposal includes preparation time (e.g., ordering spare part and organizing travel), travel costs (transportation, lodging, meals and incidentals), as well as labor and parts necessary for performing the Services within the agreed scope.

2.3 Any additional costs will be charged separately to the Purchaser. These may include, but are not limited to:

- Other travel costs;
- Logistics and shipping expenses for tools, replacement parts, or equipment;
- Any services and spare parts beyond the agreed Services;
- Emergency services requested on short notice (less than 3 working days before service commencement);
- Waiting time: if the Seller arrives at the agreed location and is unable to access the equipment or perform the Services due to the Purchaser's non-compliance with contractual obligations, unpreparedness for the scheduled service, or any other reasons not attributable to the Seller, waiting time will be charged at an hourly rate for each hour or fraction thereof.
- Administrative tasks resulting from changes in the service schedule initiated by the Purchaser. Such costs will be charged on an hourly rate.

2.4 For annual contracts, the price will be subject to yearly increases on the anniversary of the contract based on the average Harmonized Index of Consumer Prices (HICP) for Germany as provided by European Central Bank.

2.5 The Seller is entitled to adjust the price if they are unforeseen significant cost increases related to parts or services that are not otherwise compensated. In such case, both parties will use their best efforts to agree on a new price.

2.6 Additionally, the contract shall be appropriately adjusted if unforeseen events significantly alter the economic impact or content of the contract or materially affect the Seller's ability to perform the Services.

2.7 Should the performance become economically unreasonable, the parties may mutually agree on an alternative solution. If no agreement is reached within a reasonable time frame, either party may terminate the contract in accordance with the premature termination conditions set forth in Section 8.

3. General obligations of the Purchaser

3.1 When the Services are performed at the Purchaser's premises, the Purchaser must inform the Seller about its safety standards, including disease prevention and accidents protocols, at the latest when placing the order. The Purchaser's obligations include, but are not limited to:

- Informing the Seller of any hazardous working conditions (e.g., dirt, vapour/fumes, high temperatures);
- Providing the Seller with the technical documentation necessary for the preparation and execution of the Services;
- Ensuring safe access to the equipment and workplaces, as well as providing any required support, including access to suitable workshops;
- If necessary, ensuring the availability of additional resources which are required for the performance of the Services;
- Arranging for the installation, disassembly and re-installation of the relevant equipment as well as the transportation of the equipment in accordance with the Seller's instructions to and from the workshop;
- Informing the Seller of any irregularities, damage, or defects affecting the equipment to which the Services relate.

3.2 The Purchaser must take all necessary measures to ensure the health and the safety of the personnel and provide reasonable support in the event of accident or illness involving the Seller's personnel. Any safety instructions must be properly documented.

3.3 If the work environment, safety conditions, availability of mill personnel, or equipment installation do not meet the legal or contractual requirements, the Seller reserves the right not to perform the Services. The Purchaser will be immediately notified of any non-compliance issues and be responsible for rectifying these issues to allow the Seller to proceed with the Services.

3.4 In the event that the Seller is required to make an additional trip or incur additional costs due to the Purchaser's failure to meet its obligations, the Purchaser will be invoiced for any extra travel costs and expenses incurred, in addition to any waiting time.

4. Timeline for the provision of the Services and completion period

4.1 The Purchaser must propose a date for performing the Services at least 2 months in advance. This date must be confirmed in writing by both parties no later than 14 days prior to the start date of the Services.

4.2 If the date for the Services, as defined above is postponed or cancelled by the Purchaser within 14 working days of the agreed starts date, and such postponement or cancellation is not due to a case of force majeure, additional costs may apply. Furthermore, all expenses already incurred (e.g., services already provided, travel costs and travel time) will be charged to the Purchaser, along with an additional markup.

4.3 Unless confirmed in writing by the Seller, any timelines or deadlines mentioned in a Proposal or communicated to the Purchaser are indicative and intended for the Purchaser's project planning. However, the Seller will make commercially reasonable efforts to meet such timelines and deadlines.

4.4 The completion period for the Services shall be reasonably extended in the event of unforeseen circumstances affecting the Seller, or if the Purchaser fails to comply with its contractual and/or legal obligations. This includes, but is not limited to the following cases:

- The seller's personnel is not available on short notice for personal or travel related reasons
- The Purchaser does not provide the necessary information to the Seller on time for the performance of the Services;
- The Purchaser subsequently changes the information previously communicated;
- The Purchaser fails to fulfill any other contractual and/or legal obligations, or fails to do so in a timely manner.

5. Working hours and recording of time spent for Services performed on the Purchaser's premises

5.1 Unless otherwise defined in the Proposal, standard working hours are 8 hours per day, from Monday to Friday (excluding public holidays), charged at the standard hourly rate. Any work performed beyond this limit will be charged at 1.5 time the hourly rate. Working time and rest periods will be in accordance with relevant labor laws.

5.2 Public holidays will be observed based on the nationwide statutory holidays in the country where the Services are performed.

5.3 The completion of the Services by the Seller must be documented in a Written Service Report (paper or digital), which must be promptly signed by a representative of the Purchaser upon the completion of such Services.

5.4 The Written Service Report will include among other things:

- A description of the Services performed;
- The actual time taken to complete the Services;
- Any disruptive events encountered during the performance of the Services and/or waiting time.

5.5 The Seller's employee will provide the Purchaser with a copy (either paper or digital) of the Written Service Report. If the Purchaser's representative is unavailable or if certification cannot be obtained for any other reason not attributable to the Seller, the details recorded by the Seller's employee in the service log (service voucher/protocol) will be used to generate the invoice.

6. Warranty and assistance

6.1 The Purchaser must notify the Seller of any defects and malfunctions without undue delay. The Seller will acknowledge receipt of such within 2 working days and will address the reported defects or malfunctions within a reasonable time frame.

6.2 The Seller provides assistance either by email or via a phone support hotline, both available during normal business hours.

6.3 The Seller provides a 12-month warranty for Services, effective from the completion date of the Services as mentioned in the Written Service Report.

6.4 Unless otherwise agreed in the Proposal, the Seller provides a 6-month warranty for spare parts, starting from the shipment note date.

6.5 If the equipment to which the Services relate, parts thereof, or spare parts supplied prove to be defective during the warranty period and the Purchaser can demonstrate that the defects are due to the Seller's failure to perform the Services in a professional or careful manner, or due to defects in the supplied parts, the Seller shall remedy the defect within a reasonable period, either by repairing or replacing the defective parts, at the Seller's option.

6.6 The Purchaser's warranty rights are conditional upon providing a written notice of the defect to the Seller during the warranty period, as soon as the Purchaser becomes aware of the defect, or should have become aware, of the defect by exercising due diligence. Furthermore, the conditions as set forth in the GTC are applicable.

6.7 The warranty does not apply in the following cases:

- The defect is of minor importance to the Purchaser and does not affect the operation of the equipment;
- The defect arises from circumstances attributable to the Purchaser, or as a result of force majeure;
- The Purchaser has made modifications or repairs to the equipment without the Seller's written consent.

Wear parts are explicitly excluded from the warranty.

7. Data access and connectivity

7.1 The Seller may install additional devices and software, including sensors, to enable cloud connectivity and remote access (the "Remote Access Technology"). This technology allows the Seller to:

- Diagnose equipment problems remotely;
- Quickly identify measurement or calibration issues;
- Enhance predictive maintenance features.

7.2 The Purchaser agrees to the installation of such Remote Access Technology, which enables the downloading and collection of technical, process, usage and location data related to the Purchaser's equipment.

7.3 The Seller is entitled to use and process the data collected through Remote Access Technology, and any other data provided by the Purchaser for the following purposes: (i) the provision of the Services to the Purchaser, (ii) continuous improvement of the Seller's products and services, (iii) training, marketing and statistical analysis.

7.4 The Purchaser acknowledges and agrees that the Seller may transfer this data abroad to the Seller's affiliated companies for the aforementioned purposes.

7.5 Additionally, to achieve these objectives, the Seller may engage third parties, such as agents, to process the data collected through Remote Access Technology or other data provided by the Purchaser.

7.6 The Purchaser retains the right to refuse or withdraw its consent for the use of Remote Access Technology, either fully or partially, at any time by providing a written notice to the Seller. Upon receipt of such notice, the Seller shall cease data access and remove or deactivate the Remote Access Technology within a reasonable time frame.

7.7 Unless otherwise agreed in the Proposal, any Remote Access Technology shall remain the property of the Seller and may be deactivated or removed at any time in the event of a breach of the applicable terms and conditions of use and/or licensing by the Purchaser.

7.8 Additionally, the Seller may, at its discretion, remove or deactivate the Remote Access Technology upon the completion of the Services or earlier, when it is no longer needed.

8. Contractual term

8.1 The duration of contract is specified in the Proposal.

8.2 In the event of a premature termination by the Purchaser, the Purchaser must provide the Seller with at least 60 days' prior written notice. Such termination may be subject to compensation payable to the Seller as defined in the Proposal or as subsequently agreed between the parties.

8.3 In cases of premature termination, except where termination is due to force majeure, any rebates or other special conditions granted by the Seller as a result of the Purchaser's commitment for a specified period must be returned to the Seller. This retrocession may be calculated based on the applicable price list at the time the relevant Services were provided.

9. Limitation of liability

9.1 The limitations of liability as set forth in Section 8 of the GTC will govern all Services, unless otherwise specified in these Services Terms and/or in the contract.

9.2 The Seller shall not be held liable for:

- Improper installations of equipment performed by the Purchaser, or
- Performance issues arising from Purchaser's processes, or
- Decisions or actions taken by the Purchaser based on Seller's recommendations.

10. Miscellaneous

10.1 The General Terms of Sale (GTC) shall apply to all matters not expressly covered by these Services Terms.

10.2 In the event of conflict between provisions of these Services Terms and the GTC, the provisions of these Service Terms shall take precedence, but only to the extent necessary to resolve the conflict.