

General Purchasing Conditions (March 2026 edition)

1. General

- 1.1. The following terms and conditions shall exclusively apply to our inquiries and purchase orders, unless agreement to the contrary are made in writing. The Seller's terms and conditions of delivery are binding for us only when we expressly accept these in writing.
- 1.2. Quotations and consultation provided by the Seller are free of charge and not binding for us, but shall be binding on the Seller. The Seller is obliged to collect sufficient information on all details concerning the subject of inquiry or supply.

2. Award of Order

- 2.1. Orders shall only be legally binding when issued on our order forms and signed by us.
- 2.2. In principle verbal, telephone or email orders must be confirmed in writing on our order form to become valid, unless our order transmitted electronically contains a note that no written confirmation will follow.
- 2.3. Variations and/or amendments need to be agreed in writing.
- 2.4. The language of the entire correspondence shall be in English. The shipping documents, delivery notes, invoices, and all related documents must be issued in English.

3. Order confirmation

The Seller must return to us the order confirmation, bearing his legally binding signature, immediately after receipt.

4. Prices

- 4.1. The prices are fixed and shall apply DDP for the goods including packing and preservation delivered to destination, in accordance with the current version of Incoterms or as otherwise agreed in writing and specified in the order.
- 4.2. The goods shall be properly packed in perfect condition for transport and in appropriate packaging for the transport method selected, using environmentally-friendly, recyclable material.

5. Delivery Date

- 5.1. The delivery date stipulated must be strictly observed, otherwise we shall be entitled to claim damages for delayed delivery.
- 5.2. We shall be entitled to charge the Seller a penalty in the amount of 1% of the total purchase order value for each whole week of delay in delivery.
This penalty shall not preclude assertion of a claim for possible further damages in case of a delay in delivery. We shall not be obliged to draw the Seller's attention to a possible delay in delivery. Unconditional acceptance and /or payment of all or part of the goods/services supplied shall not be construed as waiver of the penalty payment.
- 5.3. Should it become impossible to meet the delivery date due to force majeure or supplementary instructions issued by us, this must be notified in writing without delay, otherwise requests to extend the delivery date cannot be considered. If a justified claim is made to extend the delivery date, the new delivery date must be agreed in writing. If this new delivery date is exceeded, the conditions originally laid down shall apply automatically.
- 5.4. Force majeure shall be such inevitable circumstances as could not have been foreseen by the contractual partner invoking force majeure at the time of signing the contract and which prevent him from fulfilling his contractual obligations. All forms of war and natural disaster shall be considered circumstances of force majeure. Strikes, manufacturing defects, casting rejects, bottlenecks in procurement, delays due to sub-suppliers, for example, will not be considered force majeure.

6. Dispatch Regulations

- 6.1. Unless otherwise agreed in writing, the goods shall be delivered at destination insured for transport. The Seller is required to pack and load the goods in a responsible and expert manner in line with the following stipulations for transport and handling.
- 6.2. Any dispatch instructions that we issue must be strictly observed; any damage or costs attributable to dispatch regulations or conditions not being observed (e.g. extra freight, demurrage, customs duties) shall be borne exclusively by the Seller. If there are

no dispatch regulations or conditions, the cheapest and most favourable means of shipping and delivery for us are to be used.

- 6.3. The dispatch note must be sent to us immediately on departure of each consignment. A packing slip and dispatch note are to be packed with the consignment itself. The following information must be indicated on the dispatch note and on the package: our complete order number and item number, contents, consecutive number of the package, usual markings, gross and net weights as well as dimensions of the package. Labelling requirements must be observed.
- 6.4. Deliveries of goods which are not duty paid must be accompanied by the relevant customs documents, certificates of origin, certificates for transported goods etc.
- 6.5. In case of oversized consignments, the Seller must inform us about the shipment in detail (packaging, dimensions and weights) at least 4 weeks prior to the dispatch.
- 6.6. Costs arising from not following the dispatch regulations will be borne by the Seller.

7. Rejected Goods / Wrong supplies

- 7.1. We reserve the right to demand either a replacement of the goods or reimbursement of any payments made for any rejects or wrong supplied goods that are returned at Seller's expense and risk. Transport for the replacement goods and for the return of wrong supplied goods shall be at the expense and risk of the Seller.

8. Acceptance

- 8.1. Legally valid acceptance of the goods does not take place until the entire supply has been checked at the final customer's works, even if arrival of the Seller's goods has been confirmed and/or the invoice has been paid.
- 8.2. If the supply does not comply with the terms agreed, or with safety regulations, we shall be entitled to withdraw immediately from the order and to procure replacement at the expense of the Seller.
- 8.3. If inspections by us are foreseen, the cost of such inspections shall be borne by the Seller except for our and/or third party's (organized by us) personal expenses. If these inspections have to be repeated for reasons attributable to the Seller, any cost arising from these repeated inspections shall be borne by the Seller.

9. Guarantee

- 9.1. The Seller shall guarantee that the design and manufacture of the goods supplied are correct and in accordance with the latest technology as well as with their intended application; he shall provide a guarantee for the finish of the goods, the guaranteed features, functioning, efficiency and capacity as well as for the materials being perfect and complete, for a period of two years of operation. The Seller shall replace all parts which become unusable, defective or damaged within this period free of charge (including dismantling and re-installation costs) at the installation site, without delay and at his own risk. In urgent cases we shall be entitled to carry out repairs or to replace the goods ourselves or to arrange for a third party to do so at the expense of the Seller. If the goods are exchanged or repaired, the full guarantee commences at the date of start of operation of the new goods.
- 9.2. The Seller undertakes to provide spare and wear parts for a period of up to 10 years after delivery at market prices and customary delivery times.
- 9.3. In accepting the order, the Seller expressly states that no third party has any rights, in particular proprietary rights, regarding the subject of the supply. He undertakes to hold harmless and indemnify us should a third party assert its rights in respect of the subject of the supply and to fully compensate us for any damage or loss suffered.

10. Cancellation / Suspension

- 10.1. Cancellation
We are entitled to cancel the contract either partially or completely without any fault on the part of the Seller. In such case we shall be obliged to pay the Seller the contract price pro rata supplies and services already provided and in addition, to pay the direct cost for supplies and services in progress for which proof can be furnished as well as for cancellation of orders placed with sub-contractors.
Upon receiving notification of cancellation, Seller is obliged to keep the costs as low as possible. All and any additional claims for whatever legal grounds are excluded.
- 10.2. Insolvency
We are entitled to cancel an order immediately, if bankruptcy, conciliation or similar proceedings are filed or initiated regarding the Seller's assets. We shall be

free at any time to take over the materials purchased for our order, engineering services or parts on which work has been started at customary prices.

10.3. Suspension

We have the right to request that the Seller suspend the work on the contract at any time. Seller shall in this case point out the possible consequences to us and shall offer the most economical modification of the schedule. The Seller shall not make any claims if the suspension does not exceed 3 months.

11. Invoicing

11.1. All invoices are to be addressed to AC-Tech Ltd. The order number and item numbers, and all other order and dispatch data, must be indicated in the invoice. For services, the relevant proofs must be attached to the invoices. A separate invoice shall be made out for each order. We reserve the right to return any invoices that do not conform to these requirements. In this case no invoice shall be considered to have been submitted until a rectified invoice is received.

12. Payment

12.1. Unless otherwise agreed, payments shall be made net within 30 days after delivery and receipt of invoice or within 14 days with a 2% discount. If a notice of defects was issued for the supply, payment shall not be due until the defect has been satisfactorily remedied. The supply shall be deemed incomplete in the event that the agreed documents and/or certificates have not been submitted by the payment date, and payment shall be postponed until the documents are provided.

12.2. The Seller agrees to offset all claims and liabilities of any kind.

12.3. If a partial payment is made by us, the Seller undertakes to use this money for payment to third parties for the materials required for manufacture of the goods. In this case these shall be considered materials provided by us.

12.4. Assignment of claims or reservation of title shall not be made without our prior written consent.

13. Order Documentation

13.1. The information contained in our enquiries or orders, drafts and drawings attached as well as patterns provided by us shall remain our property and may not be used for any other

purpose without our written consent. They must be returned/deleted with the offer or after the order has been executed without any special demand from our side. All drawings, calculations and other, especially technical, documentation prepared by the Seller in connection with the fulfilment of the contract will pass into our ownership and the Seller may not use them for any other purpose than the execution of the order.

13.2. The order and all information, documentation, etc., pertaining to it must be treated confidentially and as our trade secrets and must not be passed on to third parties. Seller shall be liable for damages in the event of a breach of this provision.

13.3. Any annexes/enclosures to the order of a technical or commercial nature shall form an integral part of the order.

13.4. In case of conflict between the documents forming the order documentation, the following order of precedence shall apply:

- (1) Wording of the order
- (2) Special technical and/or commercial conditions and their enclosures
- (3) General Purchasing Conditions of AC-Tech Ltd.

14. Place of Performance / Severability / Jurisdiction / Applicable Law

14.1. The place of performance for payment shall be the residence of AC-Tech Ltd., Larnaca, Cyprus.

14.2. Should any provision be or become null and void, this shall not affect the validity of the remaining clauses.

14.3. The place of jurisdiction for both parties shall be the competent Court of Nicosia, Cyprus.

14.4. The applicable law is the material law of Cyprus, in addition to the terms of the order. The application of the UN-Convention on Contracts for the International Sale of Goods shall be excluded.