



## GENERAL TERMS AND CONDITIONS FOR TESTING SERVICES AND/OR ASSOCIATED SERVICES

### 1. GENERAL PROVISIONS

These general terms and conditions apply to the services provided by Euro Heat Pipes in the context of testing and associated services. They are implicitly applicable upon the Client's acceptance of Euro Heat Pipes' proposal, unless otherwise stipulated in writing and formally accepted by Euro Heat Pipes.

### 2. EURO HEAT PIPES' PROPOSAL

Requests for services must be made in writing. In response, Euro Heat Pipes will provide a technical and financial proposal.

### 3. PRICE AND DEADLINE

The price and deadline indicated in the proposal are binding on Euro Heat Pipes only when the following conditions are met:

- The equipment to be tested and the associated means have been delivered at least one day before the scheduled start date of the tests.
- The details of the operations to be performed have been defined in writing at the time of order placement, with no modifications occurring during execution.
- The schedule and timing set for the testing process have not been altered by the Client's representative or an external inspector responsible for monitoring the tests.
- No incidents affecting the equipment under test have necessitated disassembly or unplanned inspections.

If these conditions are not met, invoicing will be based on the actual services performed at the applicable rates at the time of testing.

Force majeure, unforeseen events, and specific supply difficulties attributable to Euro Heat Pipes' suppliers will result in corresponding extensions of deadlines, with the Client being informed in all cases. However, execution delays shall not be subject to penalties, whether in the form of compensatory or late-payment damages.

### 4. ORDER AND RESERVATION

Any service request must be accompanied by a written order that complies with Euro Heat Pipes' proposal and is duly formalized by the Client before service execution.

The reservation of a testing period will only be effective upon receipt of the order, which must reference Euro Heat Pipes' proposal and specify the signatory's details.

Reservation: The reservation confirmation period must match the duration of the service (e.g., for one month of testing, the reservation must be confirmed one month before the test start date).

Any immobilization of test resources requested by the Client, subject to Euro Heat Pipes' schedule availability, will be subject to an additional offer. The daily cost of immobilizing a resource is equivalent to 30% of its daily list price.

Placing an order implies the Client's written acceptance of these general terms and conditions of sale and the commercial proposal issued for the specific operation.

### 5. SERVICE EXECUTION CONDITIONS / MODIFICATIONS / ADDITIONAL WORK

The scope of services is defined in the proposal and the corresponding order. Furthermore, Euro Heat Pipes only commits to specifications related to testing means, and any correlation with a model is excluded.

Any modifications to the service occurring after order acceptance by Euro Heat Pipes and before the service begins must be requested in writing by the Client's representative, duly approved by them, and accepted by Euro Heat Pipes.

Any additional work agreed upon during execution will result in an additional charge and an extended execution deadline.

If the service cannot be performed on the scheduled date due to a cause attributable to the Client, a new date will be agreed upon, considering existing reservations made by Euro Heat Pipes.

### 6. INVOICING / PAYMENTS

Invoicing will align with the order, with potential adjustments for modifications and additional work. Any delay in payment will result in a surcharge in the form of late payment interest, following a formal notice sent by letter or equivalent action.

Upon completion of the tests, a service execution report signed jointly by the test manager and the Client's representative will confirm that the tests were conducted as per the order and are accepted by the Client. This report must be signed immediately upon test completion.

### 7. RECEPTION / RETURN OF GOODS

Equipment to be tested at Euro Heat Pipes' premises must be delivered and returned carriage paid, at the sender's risk, and must be accompanied by a delivery note precisely identifying the items and stating their estimated value. The insurance conditions specified in Section 9 apply while the equipment is inside our facilities. Consequently, loading and unloading operations are not carried out by Euro Heat Pipes and remain the sole responsibility of the Client.

Equipment provided for testing must be collected within a maximum of one month after test execution. After this period, the equipment will be considered abandoned by the Client. Upon request, the equipment can be returned at the Client's expense and responsibility.

If the Client removes the tested equipment and associated means without signing the service execution report, the Client will be deemed to have tacitly and unreservedly accepted the service, including any modifications and/or additional work, and confirmed the proper condition of the returned equipment.

### 8. LIABILITY / INSURANCE

**8.1 Liability of Euro Heat Pipes** Euro Heat Pipes is only liable for damages that are a direct consequence of a proven breach of its obligations. In such cases, its liability is limited to the direct damages suffered by the Client, with a maximum liability cap equal to the amount paid by the Client for the specific order.

Under no circumstances shall Euro Heat Pipes be held liable for damages suffered by the Client resulting from the application or use of the service results, except in cases of gross negligence.

The Client shall indemnify Euro Heat Pipes and its subcontractors against any third-party claims arising from the application or use of Euro Heat Pipes' service results, unless in cases of fraud or gross negligence by Euro Heat Pipes.

Euro Heat Pipes accepts no liability for damages resulting from defects in the equipment provided by the Client or from the failure to communicate safety-related information.

Additionally, the Client assumes responsibility for any damages caused to Euro Heat Pipes due to insufficient or incorrect information provided.

**8.2 Force Majeure** In cases of force majeure or similar events (wars, strikes, political unrest, fires, earthquakes, floods, epidemics, facility accidents, machine failures, transportation or communication disruptions, supply delays, total or partial work stoppages affecting Euro Heat Pipes or its suppliers), Euro Heat Pipes' sole obligation is to inform the Client in a timely manner about the resulting operational difficulties.

**8.3 Bodily Injury** Any bodily injury sustained by employees of the Client, Euro Heat Pipes, or its direct suppliers during service execution shall remain the responsibility of their respective employers.

**8.4 Damage to Entrusted Goods** Euro Heat Pipes disclaims liability for any damage to entrusted goods (testing equipment and associated means) occurring during service execution, whether within or outside its facilities, when such damages:

- Are a direct result of the service specified in the order.
- Are caused by external events, including environmental damages such as fire or explosion.

In the absence of written notification of the goods' value and/or a formal request for specific insurance, the equipment will not be insured by Euro Heat Pipes, and no claims may be made against it in the event of damage.

**8.5 Handling and Access** All handling of the equipment under test and associated means is the sole responsibility of the Client, who must also provide all valid and compliant documentation for lifting and access equipment brought into Euro Heat Pipes' premises.

**9. RISK PREVENTION** If the equipment poses potential risks (flammable or toxic liquids or gases, pyrotechnic elements, pressurized tanks, etc.), the Client must inform Euro Heat Pipes when requesting services by completing the specific client safety submission form (as per Euro Heat Pipes' template). This does not exempt the Client from liability.

Euro Heat Pipes reserves the right to refuse service if it deems the tested equipment presents a significant safety, property, or environmental risk.

#### **10. NON-SOLICITATION OF EURO HEAT PIPES PERSONNEL**

The Client agrees not to directly or indirectly hire any Euro Heat Pipes employees involved in the service, either at the employee's request or otherwise, during contract execution and for twelve months after its completion. In case of non-compliance, the Client shall owe Euro Heat Pipes a fixed penalty of €50,000 per affected employee, in addition to any other applicable rights, actions, or compensation claims.

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