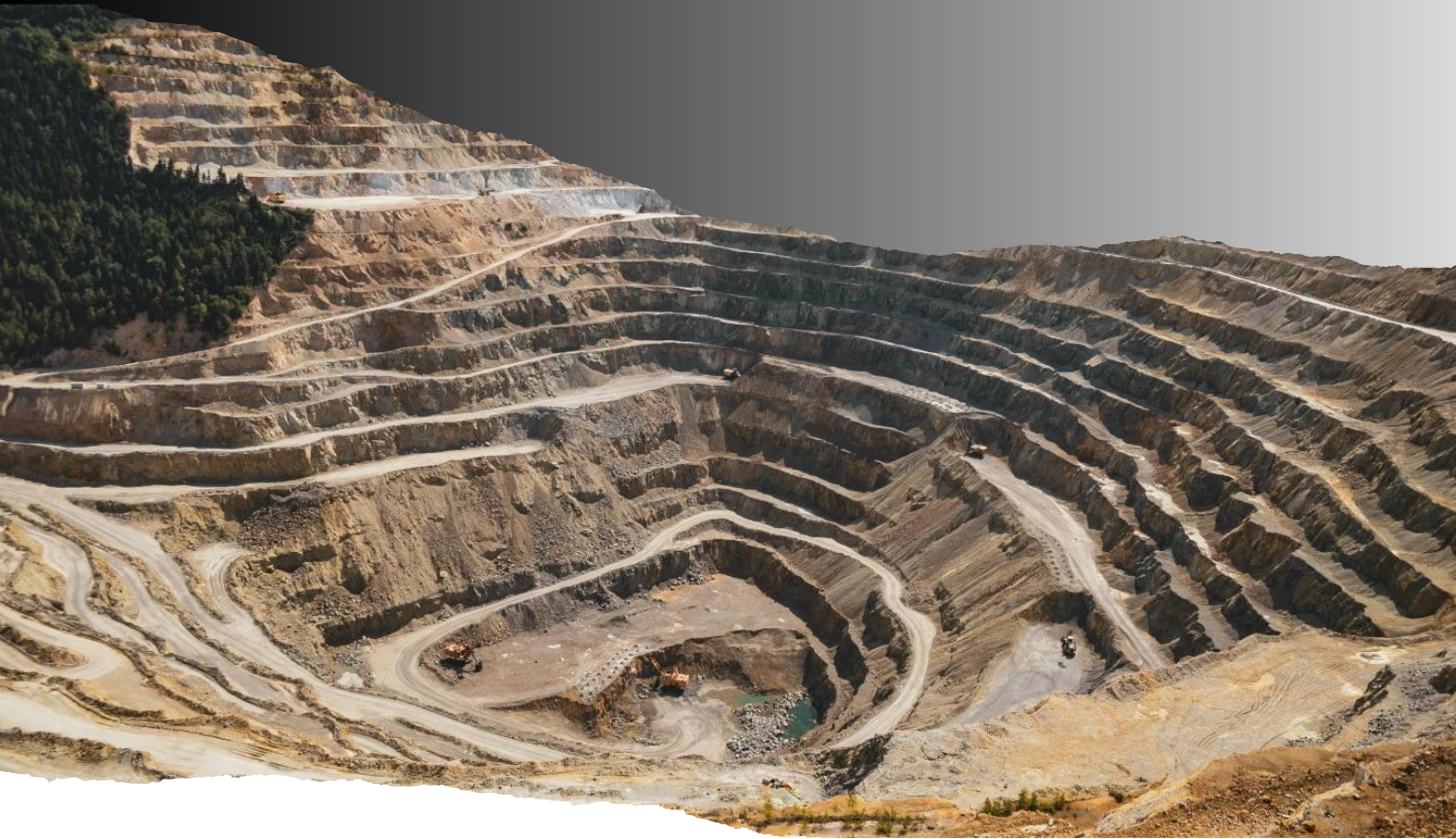


Date of last update: 30-07-2025



GENERAL TERMS & CONDITIONS



GENERAL TERMS AND CONDITIONS OF AMS (ADVANCED MINING SYSTEMS)

These General Terms and Conditions (hereinafter referred to as "General Terms") govern all contracts, agreements, and transactions between AMS (Advanced Mining Systems), legally represented in the Netherlands (hereinafter referred to as "AMS"), and its Customers (hereinafter referred to as the "Customer"). These General Terms apply to all products and services offered by AMS unless otherwise explicitly agreed upon in writing.

Clause 1: Subject matter

1.1 AMS offers a wide range of products and services, including but not limited to hardware, software, consulting, operational support, training, and customized solutions. These General Terms apply to any product or service provided by AMS (hereinafter referred to collectively as "AMS Products and Services").

1.2 The contractual terms apply in the following order of priority: Individual agreements made between the parties. Agreements outlined in any offer or order confirmation, including any special terms and conditions. These General Terms.

1.3 The Customer's general terms and conditions of business are excluded unless expressly agreed upon in writing by both parties.

Clause 2: Conclusion of the agreement

2.1. An agreement is concluded when the Customer accepts AMS's offer in writing. Acceptance may occur through purchase orders, email, or other written communication.

2.2. Each agreement entered into by the Customer is legally independent, unless explicitly linked in writing.

2.3. The Customer is responsible for providing proof of authority for the person signing or acting on its behalf, if requested.

Clause 3: Fees & Prices

3.1. Payments are due within 30 days from the invoice date unless otherwise agreed in writing. All prices are net and exclude applicable taxes, duties, and charges.

3.2. Invoices, purchase confirmations, and related

documentation may be sent electronically. Hard copies may be provided upon request.

3.3. Customers must raise any disputes or queries about invoices within three months of receipt. Failure to do so precludes further objections unless the Customer can demonstrate circumstances beyond its control.

3.4. Payments must be made in euros unless otherwise agreed. Any costs related to payment transactions, such as bank fees or currency conversion charges, are borne by the Customer.

3.5. Cancellations are subject to the following conditions:

- Orders canceled within 10 days: 25% cancellation fee
- Orders canceled after 10 days but within 20 days: 50% cancellation fee
- Orders canceled after 20 days but within 30 days: 75% cancellation fee
- Orders canceled after 30 days: 100% of the order value is due; no refunds apply

Clause 4: Duties of the Customer

4.1. The Customer must provide timely and accurate information, data, and materials necessary for AMS to perform its obligations under the agreement.

4.2. The Customer must appoint a point of contact who will coordinate internally and with AMS to ensure the smooth implementation of an agreement.

4.3. The Customer must comply with all applicable statutory, regulatory, and operational requirements at the installation or

delivery site, especially those related to safety and functionality.

Clause 5: Limitation on liability and warranties

5.1. AMS's liability is limited to damages arising from gross negligence or intentional misconduct, except in cases involving personal injury, fraudulent concealment of defects, or liability under mandatory statutory provisions.

5.2. For material defects, AMS's liability is limited to rectification, replacement, or workaround solutions. The warranty period is one year from delivery, unless otherwise specified by mandatory law.

5.3. Liability for minor or simple negligence is excluded, except for breaches of essential contractual obligations.

Clause 6: Assumption of the agreement by third parties

6.1. AMS reserves the right to assign its rights and obligations under the agreement to third parties with prior notice to the Customer. The Customer may terminate the agreement within seven days of receiving such notice.

6.2. The Customer may not assign its rights or obligations under the agreement without AMS's prior written consent.

Clause 7: Final provisions

7.1. Amendments or modifications to these terms must be made in writing and signed by both parties.

7.2. If any provision of these General Terms or any agreement is found to be invalid or unenforceable, the remaining provisions remain unaffected.



7.3. The laws of the Netherlands govern all legal relationships under these General Terms.

7.4. For business entities, Aalsmeer is the agreed place of jurisdiction. This also applies if the Customer does not have a general place of jurisdiction in the Netherlands.

Special Terms and Conditions

Clause 1: Delivery and Installation

1.1. Unless otherwise agreed, delivery times provided are estimates. Delays caused by the Customer's failure to provide necessary information or facilities are not the responsibility of AMS.

1.2. Installation, training, or other services related to AMS Products and Services must be agreed upon

explicitly and are subject to additional fees.

Clause 2: Intellectual Property

2.1. All intellectual property rights related to AMS Products and Services, including documentation, software, and training materials, remain the property of AMS unless explicitly transferred in writing.

2.2. The Customer receives a non-exclusive, non-transferable license to use any software or intellectual property provided under the agreement, solely for its intended purpose.