General Terms and Conditions of
Gastimate Technologies GmbH

Preliminary provisions

If your billing address is in a member state of the European Union, the GasVisor General Terms and Conditions apply.

These Online General Terms and Conditions ("GTC") are entered into between Gatimate Technologies GmbH, a German corporation with its registered office at Agnes-Pockels-Bogen 1, 80992 Munich (Germany), registered with the Local Court of Munich under number HRB 285 141 ("GasVisor") and the Customer (as defined below) (individually referred to as a "Party" and collectively as the "Parties").

The Agreement (as defined below) constitutes a binding agreement between GasVisor and the Customer and sets out the terms and conditions under which the Customer may subscribe to the Services and under which GasVisor will provide the Services to the Customer.

By clicking on the "Accept" button when subscribing to any of the Services or completing an Order Form (unless otherwise provided for in such Order Form or this Service Description) or otherwise using and/or authorising a User to access and/or use any of the Services, the Customer declares:

a) that he has read and accepted the Agreement (as defined below) and will comply with it;
b) agrees to be bound by the Agreement from the earlier of the date of subscription, the date of completion of an order form or the date of access to and/or use of the Services ("Effective Date");
c) represents and warrants that its representative: (i) is at least eighteen (18) years of age or the minimum legal age to enter into a binding contract; (ii) has the legal capacity to enter into a binding contract; and (iii) has the right, power and authority to enter into this Agreement on behalf of the Customer and to bind the Customer to these T&Cs.

Definitions:

GasVisor
Designates Gastimate Technologies GmbH, Agnes-Pockels-Bogen 1, 80992 Munich, entered in the Munich commercial register under HRB 285141.

Customer
Is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) who concludes a contract with GasVisor for the use of IoT devices and/or digital services.

IoT devices
Hardware solutions from GasVisor for measuring, monitoring and managing CO_2 gas cylinder levels.

GasVisor digital platform
Includes the mobile app and the web-based platform for managing IoT devices, including functions for automated reordering of gas cylinders.

services
All services offered by GasVisor in connection with the provision, installation, maintenance and uninstallation of the IoT devices and the use of the digital platform.

Lime tree
Third-party supplier and partner of GasVisor, via whose platform the gas supply and reordering takes place. The use of GasVisor's services requires the customer to register on the Linde customer portal.

SaaS (Software as a Service)
Provision of software solutions (e.g. the GasVisor digital platform) for use via the Internet without the need for a local installation.

Co-operation services
All technical, organisational and other requirements to be provided by the customer to enable GasVisor to provide the service properly. These are specified in Annex 1.

Contract
The service framework agreement including all annexes and subsequent written supplements or amendments.

Place of delivery
The location where the IoT devices are delivered, installed or returned in accordance with Appendix 2.

Availability
Refers to the technical operational readiness of the GasVisor digital platform on an annual average (target: 99%).

1. **General provisions**

1.1 **Scope of application:** This Master Service Agreement (the "**Agreement"**) applies to all deliveries and services of Gastimate Technologies GmbH, Agnes-Pockels-Bogen 1, 80992 Munich, registered in the Munich Commercial Register under HRB 285 141 ("**GasVisor**") in connection with the provision, installation, commissioning, maintenance and deinstallation of Smart IoT devices for gas cylinder level measurement, monitoring and management, maintenance and uninstallation of smart IoT devices for gas cylinder level measurement, monitoring and management, the provision and operation of a mobile app and a web-based platform (together the "**GasVisor Digital Platform**") for the partially or fully automated reordering of gas cylinders and all associated analogue and digital services of GasVisor.

1.2 **Contractual partner:** This contract shall only apply if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) (the "**Customer**"). The Customer may only utilise the services under this Agreement if the Customer has successfully registered with GasVisor on the customer portal of the Gases Division of Linde GmbH based in Pullach, registered in the Commercial Register of the Munich Local Court under HRB 256407 ("**Linde**") prior to the conclusion of this Agreement and maintains this registration during the term of this Agreement.

1.3 **Valid version:** This contract shall apply in the version valid at the time of conclusion of the contract as a framework agreement also for similar future contracts, without GasVisor having to refer to it again in each individual case.

1.4 **Exclusive validity:** This contract applies exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer or third parties shall only become part of the contract if and insofar as GasVisor has expressly agreed to their validity. This requirement of consent applies in all cases, e.g. even if the customer refers to its own general terms and conditions in the order and GasVisor does not expressly object to them.

2. **Conclusion of contract**

Offer and acceptance: The presentation of products and services by GasVisor, in particular on the internet, in brochures or in other advertising material, does not constitute a binding offer. Only by placing an order by the customer does the customer submit a binding offer, which can be accepted by GasVisor either by a written order confirmation or by the provision of the service. Offers from GasVisor are only binding if they are explicitly labelled as an "offer".

3. **GasVisor services**

3.1 **Scope of services:** GasVisor shall provide the customer with the services agreed in the contract.
- **Provision of IoT devices**: IoT devices are provided for hire or purchase depending on the specific agreement between the customer and GasVisor.
- **Use of the IoT devices:** The customer is only authorised to use the IoT devices in accordance with the contract. The sale, rental, loan or other transfer of the IoT devices to third parties is not permitted; this also applies if the customer has purchased the IoT devices.
- **GasVisor Digital Services:** The GasVisor digital platform is provided by way of Software as a Service (SaaS); the usage licence is only ever granted for a limited period of time.
- **Re-ordering of gas cylinders:** As part of the services provided by GasVisor via the GasVisor digital platform, GasVisor places repeat orders for gas cylinders filled with CO_2 with a third-party supplier on behalf of and for the account of the customer. The current third-party supplier is Linde. The contract for the reordering of gas cylinders is therefore concluded directly between the customer and Linde; the payment of the purchase price for the reordered gas or the rent for the gas cylinders is made by the customer directly to Linde; deliveries are made by Linde directly to the customer. If the co-operation between GasVisor and Linde ends, Gas deliveries for the Customer may continue to be made by Linde or alternatively by another third party supplier proposed by GasVisor.

3.2 **Forwarding of delivery and performance data to Linde to optimise the provision of services and reduce delivery times:** In order to ensure that GasVisor and Linde provide the contractual deliveries and services as quickly as possible and thus reduce the amount of capital tied up by the customer, GasVisor is authorised to pass on the customer's delivery and performance data to Linde.

3.3 **Partial deliveries:** GasVisor is authorised to make partial deliveries.

3.4 **Provision of the service:** The service is provided by GasVisor itself or by authorised third parties. If GasVisor commissions third parties to provide services, GasVisor remains fully responsible to the customer.

4. **Installation requirements and other obligations of the customer to provide and co-operate**

4.1 **The scope of the installation requirements and other provision and co-operation services** (collectively the "**Co-operation Services**")**:** The Customer undertakes to ensure or provide the Co-operation Services listed in <u>Annex 1</u> to this Agreement in full and in good time. In particular, the Customer shall ensure that the specific locations for the IoT Devices agreed in <u>Annex 2</u> to this Agreement are accessible and prepared and that the named contact persons are fully instructed and authorised to accept and accompany the installation.

4.2 **Default of acceptance; failure to co-operate:** If the customer is in default of acceptance, fails to co-operate or if the delivery is delayed for other reasons for which the customer is responsible, GasVisor is entitled to demand compensation for the resulting damage including additional expenses (e.g. storage, transport and energy costs). GasVisor shall charge the following flat-rate compensation amounts for this, depending on the respective cases**:**

- Replacement of the rental device in the event of damage caused by fault: 90€
- Adjustment of address or delivery date up to and including
  including three (3) working days before the agreed delivery date: 99€
- Change of address or delivery date less than three
  (3) working days before the agreed delivery date: 249€
- Failed delivery or collection of an IoT device for which the customer is responsible
  collection of an IoT device: 349 €

4.3 **Compensation:** Proof of higher damages and GasVisor's statutory claims (in particular compensation for additional expenses, reasonable compensation, cancellation) remain unaffected; however, a lump sum is to be offset against further claims for damages. The customer has the right to prove that GasVisor has incurred no damages at all or only significantly lower damages than the respective lump sum.

5. **Prices and terms of payment**

5.1 **Prices:** The following prices apply:
- The contractual services are remunerated in accordance with the prices agreed in the contract.
- Further services can be obtained from GasVisor at the prices offered in the contract.
- All prices are subject to statutory value added tax.

5.2 **Terms of payment:** Invoices shall be issued in accordance with the contractual agreement, which shall be agreed individually for each service. Unless otherwise agreed, the Software-as-a-Service fees for the use of the GasVisor digital platform and - in the case of the rental of IoT devices - the usage transfer fees for the GasVisor IoT devices shall be paid annually in advance. The other fees are payable after the respective delivery or provision of the service. Invoices are due for payment within 30 days of the invoice date.

5.3 **SEPA direct debit:** Unless otherwise contractually agreed, the customer shall make fees and other payments by SEPA direct debit**.** For this purpose, the customer shall set up a SEPA direct debit mandate in favour of GasVisor (SEPA direct debit mandate for corporate customers). The

customer authorises GasVisor to use the SEPA direct debit mandate for all fees, charges and other payments incurred in the context of the business relationship. In the event of a return debit note for which the customer is responsible, the customer shall pay a flat-rate return debit note fee in the amount specified in the fee catalogue. The customer reserves the right to prove that no or lower costs were incurred.

5.4 Price adjustments: GasVisor is entitled to increase the contractually agreed prices for the contractual services once a year, on 1 January of each year, by up to 5%.

5.5 Default: In the event of late payment, GasVisor is entitled to charge interest on arrears at a rate of 9% p.a. above the base rate. GasVisor is also entitled to charge a lump sum of EUR 40.00 in accordance with Section 288 (5) BGB in the event of late payment by the customer. Proof of higher damages and the assertion of further statutory claims shall remain unaffected; however, the lump sum for default shall be offset against further monetary claims. In addition, GasVisor reserves the right to suspend the provision of further services if the customer is in arrears with a payment or to terminate the contract without notice if the delay lasts for more than 60 days.

6. Delivery and commissioning

6.1 Terms of delivery: The IoT devices shall be delivered within Germany (mainland only). The Customer's specific delivery locations are set out in Annex 2 to this Agreement. The Customer can select the delivery date or delivery dates on the GasVisor digital platform; delivery dates within six (6) weeks of conclusion of the contract are available there in any case. If an agreed delivery date cannot be met for reasons for which GasVisor is responsible, the Customer may select a new delivery date within a maximum of four (4) weeks.

6.2 Non-availability of IoT devices: If GasVisor is unable to meet binding delivery deadlines for reasons for which GasVisor is not responsible (non-availability of the service), GasVisor will inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline. If the service is still not available within the new delivery period, GasVisor is entitled to withdraw from the contract in whole or in part; any consideration already paid by the customer will be refunded immediately. The unavailability of the service is due, for example, to disruptions in the operational processes or in the supply chains due to force majeure.

6.3 Commissioning: If contractually agreed, GasVisor will commission the IoT devices. If the Customer carries out the commissioning itself, this must be done in accordance with the instructions provided by GasVisor. If the Customer has not carried out the commissioning in accordance with these instructions, GasVisor shall not be liable.

6.4 Handover: After installation, a handover report is drawn up by GasVisor or a third party authorised by GasVisor.

6.5 Return and condition of IoT devices: The customer must ensure that a rented IoT device is in perfect, complete condition when it is returned (this includes the belt, rust protection, battery cap, battery, wrap-around protection, display, etc.). If a rental device is in a defective condition when it is returned, the resulting costs shall be borne by the customer. GasVisor will charge the flat-rate compensation amounts set out in section4.2 for this.

6.6 Compensation: Proof of higher damages and GasVisor's statutory claims (in particular compensation for additional expenses, reasonable compensation, cancellation) remain unaffected; however, a lump sum is to be offset against further claims for compensation. The customer has the right to prove that GasVisor has incurred no damages at all or only significantly lower damages than the respective lump sum.

7. Provision and use of the GasVisor digital platform

7.1 Access: The customer receives access to the GasVisor mobile app and the web-based GasVisor digital platform. For this purpose, the customer receives access data for the agreed number of users. When registering for the first time, each user can freely change their password. The

customer is obliged to ensure that users keep their access data secret and ensure that access to the app and platform is not granted to third parties.

7.2 **Availability and maintenance:** GasVisor undertakes to provide the GasVisor digital platform with an annual average availability of 99%. This excludes periods of planned maintenance, of which the customer will be informed in good time.

7.3 **Rights of use:** The GasVisor digital platform, including all graphics, designs, logos, images and the like contained and used, as well as the underlying codes, are protected by copyright. GasVisor grants the customer the non-transferable, non-sublicensable and non-exclusive right to use the GasVisor digital platform within the scope specified in this contract during the term of the contract and until revoked. Any further use of the GasVisor digital platform is not permitted. In particular, the customer is not authorised to modify, copy, translate, reproduce, rent, sell or otherwise exploit the GasVisor digital platform or the code behind it. Decompilation of the software, reverse engineering or other interventions in the software in order to access the source code are not permitted.

8.   Retention of title

8.1 **Secured claims:** GasVisor retains title to IoT devices sold until full payment of all present and future claims arising from this contract and an ongoing business relationship (secured claims).

8.2 **Unauthorised actions; obligation to notify:** The IoT devices subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The customer must notify GasVisor immediately in writing if an application is made to open insolvency proceedings or if third parties seize the IoT devices belonging to GasVisor (e.g. seizures).

8.3 **Cancellation; demand for return:** In the event of breach of contract by the Customer, in particular non-payment of a purchase price or fee due under a purchase agreement, GasVisor shall be entitled to withdraw from the purchase agreement and/or demand the return of the IoT Devices on the basis of the retention of title. A demand for the return of the IoT devices does not also include a declaration of cancellation; GasVisor is instead entitled to demand only the return of the IoT devices and to reserve the right to cancel the contract. If the Customer fails to pay a due purchase price or a due fee, GasVisor may only assert these rights if GasVisor has previously set the Customer a reasonable deadline for payment without success or if such a deadline is dispensable under the statutory provisions.

9.   Warranty and liability

9.1 **Warranty:** GasVisor undertakes to provide the services carefully and professionally in accordance with the current state of the art. GasVisor warrants that the delivered IoT devices are free from material defects and defects of title. The warranty period is twelve (12) months from the transfer of risk. This does not apply if GasVisor has fraudulently concealed the defect or has assumed a guarantee for the quality of the item.

9.2 **Liability:** GasVisor is liable as follows:
- GasVisor is liable without limitation for damages caused by intent or gross negligence, as well as for damages resulting from injury to life, body or health and under the Product Liability Act.
- In cases of slightly negligent breach of a material contractual obligation, the fulfilment of which is essential for the proper execution of this contract and on the observance of which the contractual partner regularly relies and may rely (so-called cardinal obligation), GasVisor's liability shall be limited to the occurrence of the damage foreseeable and typically occurring at the time of conclusion of the contract; sentence 1 shall remain unaffected.
- In the cases of the preceding bullet point, GasVisor's liability is limited to 50% of the amount of the respective order value. Indirect damages and consequential damages including loss of profit are excluded.

- Unless expressly agreed otherwise, GasVisor's liability is excluded.
- GasVisor's strict liability for initial defects in accordance with § 536a para. 1 BGB is also excluded. This does not apply to claims due to the absence of warranted characteristics from the outset.
- The above liability regulations apply accordingly to the behaviour of and claims against employees, legal representatives and vicarious agents of GasVisor.

10. Offsetting and right of retention

10.1 Offsetting: The customer is only entitled to offset claims that are undisputed or have been recognised by declaratory judgement.

10.2 Right of retention: The customer is only entitled to withhold payment due to undisputed or legally established claims arising from or in connection with this contract.

11. Contract term and cancellation

11.1 Contract term: The contract is concluded for a minimum term of one (1) year. It is automatically extended by a further year unless it is cancelled with three (3) months' notice to the end of the minimum term or an extension period.

11.2 Extraordinary cancellation: Both parties have the right to terminate the contract for good cause without notice. Good cause shall be deemed to exist if one of the parties is in material breach of its contractual obligations and fails to remedy this breach within a reasonable period despite a warning. Good cause entitling GasVisor to extraordinary termination of this contract shall also exist if the customer is no longer registered on Linde's customer portal.

11.3 Written form: Any cancellation must be in writing in accordance with § 126 BGB; text form is not sufficient.

11.4 Obligation to return: Upon termination of the contract, the customer is obliged to return the IoT devices received from GasVisor in a proper condition. Any damage or loss of the IoT Devices shall be borne by the Customer. GasVisor reserves the right to charge a replacement for any IoT devices not returned or damaged.

11.5 Special right of cancellation: If the cooperation between GasVisor and the current third-party supplier Linde ends, the customer is entitled to special cancellation of this contract. In this case, GasVisor shall reimburse the customer for half of any fees paid by the customer in advance, which shall be pro rata to the remaining term of the contract.

12. Confidentiality

12.1 Confidential Information: "Confidential Information" means all information and documents of GasVisor that are marked as confidential or are to be regarded as confidential due to the circumstances, in particular information about offers, calculations, concepts, digital strategies, customer, supplier and other business relationships of GasVisor, technical, operational and other operational processes, know-how, information about GasVisor's corporate strategy, the content of this Agreement and all work results.

12.2 Confidentiality obligation: The customer is obliged to maintain secrecy about such confidential information. This obligation shall continue for an unlimited period after termination of the contract.

12.3 Exceptions: Such confidential information is exempt from this obligation,
- which were demonstrably already known to the customer when this contract was concluded or which subsequently become known to the customer from a third party, without violating a confidentiality agreement, statutory provisions or official orders;

- which are publicly known at the time of conclusion of this contract or become publicly known thereafter, insofar as this is not based on a breach of this contract;
- developed by the customer himself;
- which must be disclosed due to legal obligations or by order of a court or authority. To the extent permitted and possible, the customer obliged to disclose will inform GasVisor in advance and give GasVisor the opportunity to take action against the disclosure.

12.4 Scope of disclosure: The customer shall only disclose confidential information to those employees who need to know it for the execution of this contract and shall also oblige these employees to maintain confidentiality to the extent permitted by labour law for the period after their departure.

13. Data protection

13.1 Data processing: GasVisor undertakes to comply with the applicable data protection regulations. All personal data will be treated confidentially and used only within the scope of the contractual agreements.

13.2 Consent: The customer consents to GasVisor storing and processing the personal data collected as part of the contractual relationship, insofar as this is necessary to fulfil the contractual obligations. The data will only be passed on to third parties if this is necessary for the fulfilment of the contract or if the customer has expressly consented to this.

14. Assignment of receivables

14.1 Assignment: GasVisor is authorised to assign its payment claims and other claims against the customer individually or in their entirety to a third party (e.g. a financing partner). The assignment of rights by the customer requires the prior written consent of GasVisor.

14.2 Payments to third parties: If payment claims against the customer are assigned to a third party, GasVisor may require the customer to make payments to the third party exclusively to and to issue the third party with a SEPA direct debit mandate to collect the payments.

15. Final provisions

15.1 Amendments and supplements: Amendments and additions to the contract must be made in text form (including e-mail). This also applies to the cancellation of the text form requirement. Clause 9.3 remains unaffected.

15.2 Place of fulfilment: The place of fulfilment is the registered office of GasVisor.

15.3 Place of jurisdiction: The place of jurisdiction for all disputes arising from or in connection with this contract is, as far as legally permissible, Munich.

15.4 Applicable law: This contract is subject to German law to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

15.5 Severability clause: Should individual provisions of this contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of this contract. The same applies in the event that the contract contains a loophole.