GENERAL TERMS AND CONDITIONS OF SALE OF SKYTREE B.V.

These General Terms and Conditions (*GTC*) apply to and form an integral part of all offers made by, and all agreements under which DAC Goods and/or Services are sold, leased or otherwise supplied to a Customer by, and agreements executed by Skytree B.V., registered with the Business Register of the Dutch Chamber of Commerce under no. 61020796 and its Affiliates, including Skytree Technology B.V., registered with the Business Register of the Dutch Chamber of Commerce under no. 93110731. These GTC are also deposited and made public at the Dutch Chamber of Commerce and consist of the following Chapters:

Chapter I. General provisions.

Chapter II. Additional provisions concerning the sale Assembly, Commissioning, Installation and SAT of DAC Goods and Projects.

Chapter III. Additional provisions concerning Services.

Chapter IV. Additional provisions regarding Skytree WTC.

Chapter V. Additional provisions regarding the SLA.

Operational Lease Terms and Conditions or CO_2-as-a-Service Terms and Conditions are an extension of these GTC's specifically covering operationally leasing of DAC Units.

The provisions of Chapter I. always apply to the Offers, the Purchase Orders, and Agreements. The provisions of one or more of the other Chapters apply, depending on the type of performance as agreed upon in the respective Agreement.

These GTC do not apply to the purchase of goods or services by Skytree, which is governed exclusively by Skytree's General Purchase Terms and Conditions (OPS-PUR-PO-001).

I. GENERAL PROVISIONS

Article 1 - Definitions

1.1 For the purpose of these GTC, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context requires:

Affiliate(s): with respect to the Party to which it refers, a (legal) entity that is affiliated with, or that directly or indirectly controls, is controlled by or is under common control with, such Party. "*Control*": for the purpose of this definition meaning the ownership of 50% (fifty percent) or more of the nominal value of the issued share capital or 50% or more of the voting power at the general meeting of shareholders.

Agreement: an Offer, and/or Statement of Work (SoW), and/or Service Level Agreement (SLA), supply agreement under which Skytree supplies DAC Goods and/or a signed quote executed between Skytree and Customer.

Agreement Price: the total price payable by Customer under the Agreement for the DAC Goods and, to the extent included in the Agreement, the Delivery, Assembly, Commissioning, Installation, SAT and Services, as adjusted in accordance with these GTC.

Alterations with Materially Adverse Effect: has the meaning ascribed to it in Article 27.

Assembly: means the process of gathering, combining, and fitting together individual modules, components, parts, or materials to create a finished DAC Unit, whether performed manually, mechanically, or through automated processes. Assembly may include, but is not limited to, tasks such as lifting, connecting, integrating, and the configuration of components to meet the specifications or functional requirements set forth in the Product Specifications. The scope and requirements of Assembly shall be defined in the Services Descriptions and/or the Project Plan, and may be subject to deviations if so specified in the Agreement.

Certified Person: a person who successfully completed the Skytree maintenance training.

Commissioning: means the process of verifying, testing, and validating that the DAC Unit is assembled, configured and functioning in accordance with the Product Specifications outlined in the Agreement and of preparing the DAC Unit for SAT. Commissioning includes system startup, calibration, performance testing, troubleshooting, and ensuring compliance with Product Specifications. Commissioning is completed by the Notice of Readiness. The scope, timeline, and responsibilities associated with Commissioning shall be defined in the Services Descriptions and/or SoW and/or the Project Plan and may be subject to deviations if so specified in the Agreement.

Complete/Completion: the successful performance of the Services, which is constituted after an approval in writing, signed by Customer and a designated representative of Skytree.

Confidential Information: all information and know-how (including but not limited to drawings, designs, and other Intellectual Property Rights) furnished by a Party to the other Party in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all Warranty Claims, if any, which may arise under the Agreement.

Corrective Repair: repair and/or swap of a DAC Unit by Skytree in response to a Service Issue and in accordance with the Service Ticket Procedure, including the delivery and replacement of DAC Goods, as described in the SLA.

Customer: the Party purchasing, leasing or receiving DAC Goods and/or Services from Skytree under an Agreement.

DAC Goods: DAC Units, Sorbent, System Parts and Replacement Parts.

DAC Maintenance Manual: the manual containing the instructions, requirements and conditions required for the maintenance of the DAC Units.

DAC Unit: Skytree's direct air capture system consisting of a configuration of Modules, as specified in the Agreement and/or the Product Specifications, designed to achieve the Performance Targets under the Reference Conditions. A DAC Unit is Delivered as Modules and is constituted as a DAC Unit upon Mechanical Completion.

DAC Unit Capacity: the agreed annual capture capacity of a DAC Unit, expressed as the quantity of CO_2 (in kilograms or tonnes) captured and released per annum under the Reference Conditions, as specified in the Product Specifications or the Agreement, which may be expressed as an equivalent daily rate (kilograms of CO_2 per 24 hours) for the purpose of measurement during the SAT and under the SLA. If no Deviation Tolerance is defined in the Product Specifications or the Agreement, a Deviation Tolerance of 20% (twenty percent) below the agreed DAC Unit Capacity shall apply.

Delivery or Deliver(ed): the delivery of DAC Goods, including Modules, by Skytree in accordance with Article 23, in one or more shipments.

Deviation Tolerance: the permitted deviation from a Performance Target, as specified in the Agreement or the Product Specifications. If no Deviation Tolerance is specified, the default set out in the definition of DAC Unit Capacity applies to the DAC Unit Capacity, Specified CO_2 Purity and the Specified Energy Consumption.

Effective Date: the date on which the Agreement is entered by both Parties.

Event of Late Payment: if Customer has failed to pay on time any due Services Fees without justification.

Excluded Failure: has the meaning ascribed to it in Article 28.

Excluded Services: services in circumstances where it is established that the Service Issue was caused by an Excluded Failure

Force Majeure: all circumstances beyond the reasonable control of the Party concerned, including acts of God, earthquake, flood, storm, lightning, fire, explosion, war, epidemics, pandemics, terrorism, riot, civil disturbance, sabotage, strike, lockout, slowdown, labor disturbances, accident, epidemic, pandemic, lockdown, difficulties to obtain required raw materials or labor, lack of or failing transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown of public utilities, changes of law, statutes, regulations or any other legislative measures (explicitly including governmental measures related to COVID-19), acts of governments, supranational organizations or other administrative or public agencies, orders or decrees of any court or force majeure of any other nature, including non- or late delivery due to non- or late fulfillment of obligations of subcontractors of Skytree or transportation companies engaged by Skytree and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by Skytree, in so far as any of these circumstances prevent, hinder or delay Skytree's performance of its any of obligations under the Agreement.

Installation or Install: the connection of a DAC Unit, after Mechanical Completion, to the interfaces at the Installation Site for electricity, heat, water, CO_2 off-take, data and any other utilities, at the battery limits of the DAC Unit as defined in the Installation Site Specifications, using the System Parts where supplied by Skytree. Installation is performed by Customer at its own cost and risk and is not part of Skytree's scope, unless the Agreement expressly provides that Skytree performs the Installation or provides installation support or supervision. Installation does not include civil works, electrical works outside of a DAC Unit, the routing of cables and piping for utilities or CO_2 distribution, Commissioning or the SAT.

Installation Site: means the location where the DAC Unit is Assembled, Installed, Commissioned and operated, as set out in the Agreement.

Installation Site Specifications: Skytree's standard requirements for the Installation Site, including foundations, civil works, space, access routes, utilities (electricity, heat and water), CO_2 off-take, data connection, the interfaces and battery limits for the Installation, permits and health and safety requirements, as attached to or referenced in the Agreement, as deviated from in the Project Plan in accordance with Article 18.4.

Initial Term: means the initial term of the SLA, CO_2-as-a-Service or Operational Lease Agreement, during which the Customer is entitled to receive the Services specified in the Agreement and described in the Services Descriptions. The Initial Term begins on the SLA Commencement Date and continues for the duration set forth therein, unless terminated earlier in accordance with the terms of the Agreement. The length of the Initial Term and any applicable conditions, pricing, or service levels shall be as defined in the Agreement, and may be subject to renewal or extension based on the terms of the Agreement.

Intellectual Property Rights: registered and unregistered intellectual and industrial property rights and applications, including but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, designs, methodologies, software (incl. all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how, software and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.

Knowhow: all products, parts, commercial and/or technical information, knowhow, developments, inventions etc., whether or not protected by an Intellectual Property Right, delivered, provided, or developed by a Party during the Term.

KPI's: key performance indicators, i.e., the requirements for the Services (such as response time and dispatch times), as laid down in the SLA.

Maintenance Services: Monitoring and Alerting, Corrective and Preventive Maintenance, Back Office System Services and/or Service Parts management services as further specified in the Services Descriptions.

Mechanical Completion: the point in time at which the Assembly of a DAC Unit is complete and the DAC Unit is ready for Commissioning.

Module(s): the pre-assembled units, sub-assemblies, components, parts and materials which together form a DAC Unit, as specified in the Product Specifications, and which are Delivered to the Installation Site in one or more shipments for Assembly.

Monitoring and Alerting: Automated and frequent checks on the performance of the DAC Goods and signalling of any failures, provided online connection between the Skytree services software and the DAC Goods can be established.

Normal Business Hours: The period from 08:30 AM to 05:00 PM on the standard business days applicable in the jurisdiction of the Skytree office responsible for performing the relevant Services, excluding official public holidays, unless otherwise expressly agreed between the Parties in the Agreement.

Notice of Readiness: Skytree's written notice to Customer that Commissioning of a DAC Unit is complete and the DAC Unit is ready for the SAT, in accordance with Article 25.4.

Offer: any offer and quote from Skytree relating to the sale, Delivery, Assembly, Commissioning, Installation, SAT and/or Services.

Parties: Skytree and Customer.

Performance Targets: the DAC Unit Capacity and the Specified Energy Consumption and the Specified CO_2 Purity of a DAC Unit, each as specified in the Agreement together with the applicable Deviation Tolerance and the Reference Conditions.

Preventive Maintenance: proactive replacement of parts and DAC Goods that are close to end of life with the aim to prevent the need for Corrective Maintenance.

Preventive Maintenance Schedule: scheduled Preventive Maintenance according as recommended in the Services Descriptions.

Product Specifications: the detailed specifications, descriptions and drawings of the DAC Units, including the configuration of Modules, the Performance Targets, the Reference Conditions and the Deviation Tolerance, as specified and defined as such in the Agreement.

Production Site: the production site of Skytree or its Subcontractor where the DAC Units will be manufactured and/or assembled.

Project: the Delivery, Assembly, Commissioning, Installation and SAT of one or more DAC Units at an Installation Site under an Agreement.

Project Plan: the document, referenced in the Agreement, which sets out for a specific Project the scope, the Project Schedule, the division of responsibilities between the Parties and any project-specific deviations from the Product Specifications, the Installation Site Specifications, the SAT Protocol and/or the Services Descriptions.

Project Schedule: the indicative schedule for a Project, including the planned shipment windows for the Delivery of the Modules and the planned dates for the start of Assembly, Mechanical Completion, Installation, Commissioning and the SAT, as set out in the Agreement or the Project Plan, as extended in accordance with these GTC.

Purchase Order: a written purchase order from Customer for the sale, Delivery, Assembly, Commissioning, Installation, SAT and/or Services based on which Customer confirms the Offer and/or Agreement issued by Skytree, supplements or amendments thereto.

Reference Conditions: the ambient and operating conditions under which the Performance Targets apply, including ambient temperature, relative humidity, atmospheric pressure, ambient CO_2 concentration, air quality, and the quality, quantity and availability of electricity, heat, water and other utilities, as specified in the Product Specifications, the Agreement or the Project Plan.

Replacement Parts: Any replacement parts delivered by Skytree in connection with the performed Warranty Services.

Sanctions: any economic sanctions or restrictive measures issued, administered or enforced by the United States, the UN Security Council, the Netherlands, the European Union, the United States of America, Canada and/or the UK Treasury and/or other relevant sanctions authorities.

SAT: the site acceptance test of a DAC Unit performed jointly by Skytree and Customer at the Installation Site in accordance with the SAT Protocol, to establish whether the DAC Unit meets the acceptance criteria of the SAT Protocol, including the Performance Targets within the Deviation Tolerance.

SAT Certificate: the certificate in the format included in the SAT Protocol, signed by the Parties, confirming that the DAC Unit has passed the SAT.

SAT Protocol: Skytree's standard site acceptance test protocol for DAC Units, attached to the Agreement as an annex, which describes the test procedure, the test duration, the measurement methods, the correction of measured values to the Reference Conditions, the acceptance criteria and the format of the SAT Certificate, as deviated from only in accordance with Article 25. If no SAT Protocol is attached to the Agreement, Skytree's standard SAT Protocol in the version current at the Effective Date, as provided by Skytree on request, applies.

SLA Commencement Date: the date of the SAT Certificate or the date on which the SAT is deemed passed in accordance with Article 25, unless the Agreement specifies another date.

Service Report: the written report to be provided by Skytree to Customer which confirms all works undertaken and Service Parts and Service Parts changed in the DAC Units.

Service Ticket: a service ticket issued by Skytree in accordance with the Service Ticket Procedure.

Service Ticket Procedure: the service ticket procedure for DAC Units as set out in the SLA.

Services: Any and all services to be provided by Skytree in relation to the DAC Units, including but not limited to: (i) Maintenance Services and Corrective Repair; (ii) the provision and/or replacement of Service Parts; (iii) Consultancy Services, including but not limited to support with subsidy and grant applications, technical design, and energy integration; and (iv) Project Management Services related to the planning, coordination, and execution of the Delivery, Assembly, Commissioning, and/or Installation of the DAC Units, as further detailed in the applicable Statement of Work (SOW), Service Level Agreement (SLA), or other agreed documentation.

Services Descriptions: the description of the Services applicable to the Customer as specified in the Agreement, which may be amended by Skytree from time to time.

Services Fees: the compensation for the Services to be paid by Customer as specified in the SLA.

Service Issue: a DAC Units system failure reported to the Skytree Help Desk by Customer.

Service Parts: parts of the DAC unit that are deemed essential for the production of CO_2 by the DAC unit and are deemed to be wear items and/or consumables and as laid out in the Product Specifications and/or Services Descriptions.

Skytree: Skytree B.V. and its Affiliates.

Skytree Data: all information about, or pertaining to, the business or operations of Skytree and its Affiliates, including but not limited to information regarding products, technology, IT operations, Intellectual Property Rights, know-how, financial information, customer data, Personal Data, results, data structures and documentation disclosed by Skytree to Customer in performing the Agreement.

Skytree Help Desk: Skytree's Help Desk interconnected with the back office system through which Skytree provides first line phone support and/or support per e-mail, as specified in the SLA.

Skytree's Personnel: Workers employed by Skytree.

Skytree WTC: the warranty terms and conditions for DAC Units which apply to the Agreement as specified in these GTC.

SLA: a service (level) agreement with terms and conditions which apply to the Agreement as specified in these GTC in Chapter V, which among others may cover the provision of Preventive Maintenance and/or Corrective Repair of DAC Units, and/or Monitoring and Alerting and/or Spare Parts Management Services and/or the sale of Replacement Parts which may be concluded between the Parties or between Skytree and the end-user of the DAC Unit and addenda hereto as agreed upon in writing by the Parties of which these GTC form an integral part.

SLA Period: the Initial Term, and any renewal, with a maximum duration of 7 years.

SLA Price: the payable price upfront per annum by the Customer to Skytree as specified on the Agreement.

Sorbent: active CO_2 capture resins delivered to the Installation Site separately from the DAC Unit, of which the type, version and price is included in the Agreement or Product Specifications.

SoW: the statement of work executed between Skytree and Customer that outlines the specific scope of work, deliverables, timelines, responsibilities, and other agreed terms for the performance of one or more Services by Skytree, including but not limited to the Assembly, Commissioning, and Installation of DAC Goods at the Installation Site. Each SoW may also cover related services such as Project Management, Technical Design, Energy Integration, and/or Consultancy Services, as applicable

Specified CO_2 Purity: the agreed purity of the CO_2 delivered by the DAC Unit at the CO_2 outlet of the DAC Unit, expressed as a percentage by volume on a dry basis and, where specified, maximum concentrations of specified contaminants, under the Reference Conditions, as specified in the Agreement.

Specified Energy Consumption: the agreed thermal and electrical energy consumption of a DAC Unit, each expressed in MWh per tonne of CO_2 captured, under the Reference Conditions, as specified in the Agreement.

Subcontractor: a third party with whom Skytree has conducted a subcontracting agreement for the execution of the Services.

System Parts: specific components, materials and equipment delivered by Skytree to Customer and required for the integration and/or connection of the DAC Units to the existing and/or available infrastructure and/or utilities on the Installation Site including any parts and components thereof, as specified in the Agreement.

System Parts Specifications: the detailed specifications, descriptions, and drawings of the System Parts as agreed between Parties and specified and defined as such in the Agreement.

Warranty: warranty issued by Skytree as specified in these GTC (Chapter IV GTC) as described in Article 33.

Warranty Claim: a warranty claim as described in Article 34.

Warranty Services: Skytree's warranty services as described in Article 34.

1.2 In these GTC and the Agreement: (i) headings are for convenience only and do not affect interpretation; (ii) the words "including", "include" and "such as" are deemed to be followed by "without limitation"; (iii) "in writing" includes e-mail and electronic signature; and (iv) a reference to an Article or Chapter

is a reference to an article or chapter of these GTC unless stated otherwise.

Article 2 - Applicability

2.1 These GTC apply to all Offers of Skytree, all Purchase Orders issued by Customers to Skytree, all order confirmations issued by Customers to Skytree, and all Agreements, and to all related legal acts of Parties.

2.2 The applicability of Customer's general terms and conditions of purchase or other terms and conditions is expressly rejected.

2.3 Skytree is entitled to amend these GTC. The version of the GTC in force on the date of Skytree's Offer or order confirmation (as stated in the header of the GTC) applies to the Agreement concluded on the basis thereof and replaces all previous versions of Skytree's general terms and conditions in respect of that Agreement. Amended GTC apply to Agreements concluded after Skytree has published the amended version on its website or sent it to Customer. For Agreements with a continuing performance (such as an SLA), the amended GTC shall also apply to the existing Agreement as from thirty (30) days after Skytree has sent the amended version to Customer, unless Customer objects in writing within that period, in which case the previous version continues to apply to that Agreement for the remainder of its then-current term.

2.4 A failure by Skytree to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by Skytree prevents further exercise of that right or remedy or the exercise of another right or remedy.

2.5 Any issues that are not arranged for in these GTC or any related Agreement shall be further discussed and agreed upon between the Parties in good faith, observing the principles of reasonableness and fairness.

2.6 In the event of any contradiction between these GTC and the Agreement, the Agreement shall prevail. Within the Agreement, the following order of precedence applies in the event of any contradiction: (i) the signed Offer or quote, SoW, SLA; (ii) the Project Plan, if referenced in the Agreement; (iii) the SAT Protocol; (iv) the Product Specifications and the Installation Site Specifications; (v) the Services Descriptions; and (vi) these GTC.

2.7 The Agreement, including these GTC and the documents referred to therein, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous proposals, negotiations, representations and agreements, whether written or oral, relating to that subject matter. Customer confirms that it has not relied on any statement or representation not expressly set out in the Agreement.

2.8 These GTC cannot be invoked by any supplier, Subcontractor or other party from which Skytree purchases goods or services. Such purchases are governed exclusively by Skytree's General Purchase Terms and Conditions (OPS-PUR-PO-001) or by a written agreement signed by Skytree and such party.

Article 3 - Offers, Purchase Orders, notifications

3.1 All Offers of Skytree are non-binding and, unless otherwise stated by Skytree in writing, valid for a period of 30 (thirty) days after the date thereof. Skytree reserves the right to withdraw or change its Offers without compensation as long as Customer has not accepted the Offer yet by signing it.

3.2 In the event of any contradiction between Skytree's Offer and Customer's Purchase Order, Skytree's Offer shall prevail.

3.3 No Order shall be binding on Skytree unless it has been confirmed by Skytree in writing.

3.4 All Agreements and legally relevant declarations of the contracting Parties must be in writing in order to be valid. However, the contracting Parties acknowledge electronic signature (e.g., Adobe Sign, DocuSign or similar which ensure identification of the issuer and the integrity of the document) applied by authorized persons, to be sufficient.

3.5 Customer cannot derive any rights from oral commitments of Skytree unless those are confirmed in writing by Skytree.

3.6 No amendments of Agreements shall be binding upon either Party unless it is in writing and duly signed by both Parties.

Article 4 - Agreement price and taxes

4.1 As consideration for the sale, Delivery, Assembly, Commissioning, Installation and/or Services of DAC Goods under the Agreement, Customer shall pay Skytree the agreed price, which is specified in the Agreement.

4.2 The agreed price for any DAC Goods, Services, Delivery, Assembly, Commissioning and/or Installation, and any other service including consultancy and project management, is net and exclusive of any taxes or duties.

4.3 To the extent required by law, Skytree will add value added or sales tax or other required taxes and levies to the price.

4.4 Customer shall be responsible for all taxes, (import) duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Customer or Skytree or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement).

4.5 If any payment pursuant to the Agreement is subject to any Taxes, Skytree shall be entitled to charge such Taxes to Customer, which shall be paid by Customer in addition to the payments pursuant to this Article 4.

4.6 If Customer is exempted from the payment of any taxes or holds a direct payment permit, Customer shall, upon the

constitution of an Agreement, provide Skytree with its VAT number, or any other document evidencing the exemption or direct payment permit.

4.7 Any penalty or interest charge levied against Skytree due to Customer's late payment of any taxes or levies due shall be to Customer's account.

4.8 The agreed price is based on the cost of the raw materials and components used in the DAC Goods, including stainless steel, carbon steel, aluminium, copper, rare earth metals and chemical components (including Sorbent and its precursors) (together, the "*Raw Materials*"), at the level applicable on the date of Skytree's Offer (the "*Base Date*"), as reflected in the reference indices and the share of Raw Material costs in the agreed price (the "*Raw Material Share*") set out in the Agreement. If the Agreement does not specify reference indices or a Raw Material Share, Skytree shall apply publicly available and generally recognized indices (such as the London Metal Exchange official settlement prices for copper and aluminium, published European price indices for carbon steel and stainless steel including alloy surcharges, and producer price indices for chemical products published by Statistics Netherlands (CBS) or Eurostat) and the Raw Material Share as reasonably determined by Skytree on the basis of its bill of materials.

4.9 If, on an Adjustment Reference Date, the weighted cost of the Raw Materials has increased by more than 5% (five percent) compared to the Base Date, Skytree shall be entitled to increase the agreed price of the DAC Goods by an amount equal to the Raw Material Share of the agreed price multiplied by the full percentage increase. The "*Adjustment Reference Date*" is the date on which Skytree places its purchase orders with its suppliers or Subcontractors for the relevant Modules or other DAC Goods. If Modules are released for production in batches, Skytree may apply this Article 4.9 per batch.

4.10 Skytree shall notify Customer in writing of any increase under Article 4.9, including the calculation thereof. The increase shall be invoiced together with the next milestone invoice or, if no further milestone invoice is due, by separate invoice, and Article 5 applies. An increase under Article 4.9 does not entitle Customer to cancel, terminate or dissolve the Agreement or to suspend its obligations.

4.11 An increase under Article 4.9 shall apply, by the same percentage, to the prices of Service Parts, Replacement Parts, Sorbent and System Parts under the Agreement and to the SLA Price and Services Fees in accordance with Article 39.5, as from the date of Skytree's notification under Article 4.10.

Article 5 - Payment terms

5.1 Customer shall pay the agreed price in accordance with the payment schedule as set out in the Agreement. Where the payment schedule links installments to Project milestones (such as signing of the Agreement, release of the Modules for production, Delivery of Modules, Mechanical Completion, Notice of Readiness or SAT Certificate), an installment is due on the earlier of (i) the achievement of the milestone, (ii) the date on which the milestone is deemed achieved in accordance with Articles 23 and 25, and (iii) the date on which the SAT is deemed passed in accordance with Article 25.

5.2 Unless expressly agreed otherwise between Parties in writing, Customer shall pay Skytree’s invoices in full and without any discount, deduction, set-off or counterclaim within 30 (thirty) days after the invoice date by means of transfer to Skytree’s bank account, in accordance with the conditions stated in the Agreement. All costs of payment shall be borne by Customer. Payments will be made in Euros, unless otherwise specified. Contestation of the invoices by Customer does not suspend Customer's payment obligations and Customer is not entitled to postpone them.

5.3 In the event that Customer fails to fulfill its payment obligations in time, Customer shall be in default and the entire agreed price, and any note or security given on account therefore shall forthwith become due and payable. Customer shall pay to Skytree interest on sums due hereunder from the due date at 1% (one percent) per month, or the maximum rate then permitted by applicable law. Such interest shall be calculated from the original due date until the date of full payment. The foregoing shall be in addition to and not in lieu of any other rights and remedies Skytree may have at law or in equity for such default.

5.4 All judicial and extrajudicial costs related to the enforcement and collection of payments due by Customer to Skytree and not received in time, shall be borne by Customer.

5.5 In the event that: a) Customer's company is wound up; b) Customer's company is declared bankrupt; and/or c) suspension of payment is granted to Customer, Skytree's payment claims against Customer shall become immediately due and payable.

5.6 Customer’s failure to make payment in accordance with the terms hereof shall give Skytree the right to suspend any of its outstanding obligations towards Customer or to dissolve the Agreement. This may include temporarily or permanently disconnecting the DAC Unit from Services.

5.7 Skytree shall at all times be entitled, before commencing or continuing performance, to require Customer to pay in advance or to furnish adequate security (such as a bank guarantee or parent company guarantee in a form acceptable to Skytree) for the fulfilment of its payment and other obligations under the Agreement. Until such advance payment or security has been provided, Skytree may suspend performance without being liable for any resulting delay, and the Project Schedule and any other agreed dates shall be extended accordingly.

5.8 Skytree shall be entitled to set off any amount it owes to Customer against any amount owed by Customer to Skytree or any of its Affiliates under the Agreement or any other agreement, whether or not such amounts are due and payable.

5.9 Advance payments and milestone installments due before the SAT Certificate form an integral part of the Agreement Price and are applied by Skytree to the procurement of Raw Materials and Modules and the performance of the Project. Skytree does not issue bank guarantees, advance payment bonds, performance bonds or any other form of security in respect of advance payments or milestone installments received from Customer, and Customer shall not make such payments conditional upon the provision of any such security.

Article 6 - Suspension and dissolution

6.1 Skytree shall at all times be entitled to suspend the fulfillment of its obligations under the Agreement or to dissolve the Agreement, if: (i) Customer does not timely and/or fully fulfill its obligations under the Agreement; (ii) Skytree learns of circumstances giving good ground to fear that Customer will not timely and/or fully fulfill its obligations under the Agreement; (iii) Customer has been requested to furnish sufficient security for the fulfillment of its obligations under the Agreement pursuant to Article 5.7 and such security has not been sufficiently provided; (iv) if Customer is or shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings; or (v) Customer undergoes a change of Control (as defined in Article 1) or transfers all or a substantial part of its business or assets to a third party, in each case without Skytree's prior written consent, which shall not be unreasonably withheld.

6.2 All Offers, Purchase Orders and Agreements are subject to Skytree's approval of Customer's creditworthiness. Skytree reserves the right to refuse the sale, Delivery and/or, and/or Assembly, and/or Commissioning, and/or Installation and/or Services as specified in the Agreement and/or to change the terms of payment as set out in Article 5.

6.3 If the Agreement is dissolved, Skytree's claims against Customer shall become immediately due and payable. If Skytree suspends the fulfillment of its obligations, it will retain its rights under the applicable law and the Agreement.

6.4 Notwithstanding the previous paragraphs of this Article 6, Skytree shall always retain the right to claim damages in case of suspension or dissolution.

Article 7 - Confidentiality and publicity

7.1 Parties shall be bound to secrecy of all each other's Confidential Information and shall use the same solely for the purposes of performing the Agreement. Customer shall not reverse engineer, decompile, modify, disassemble, or otherwise attempt to discover or make derivative works of the DAC Units or underlying ideas, by any means whatsoever, directly, or indirectly, or disclose any of the foregoing to any third party.

7.2 Parties shall cause their officers, directors, employees, agents, and Affiliates to abide by the terms of this Article 7. Each Party shall be responsible for any breach by its officers, directors, employees, agents, and Affiliates of this Article 7.

7.3 Information shall not be regarded as confidential if it: i) is already in possession of the public or becomes available to the public other than through breach of this Article 7 by the receiving Party; ii) is required to be disclosed under any applicable law, court order or direction, or governmental or regulatory authority regulation, rule or requirement; iii) is acquired lawfully from a third party which is not subject to any confidentiality obligation towards the disclosing Party; iv) was independently developed by the receiving Party without use of or reference to the Confidential Information of the other Party.

7.4 In the event that the receiving Party becomes aware that Article 7.3 ii) may or does apply, it will give the disclosing Party prompt notice of that fact - to the extent lawful to do so - in order for the disclosing Party to seek an appropriate remedy to prevent such disclosure. Furthermore, the receiving Party shall take such measures as the disclosing Party reasonably requires for any such prevention and shall keep the disclosing Party promptly and fully informed of all developments relating to any potential disclosure, to the extent this is lawful to do so. The receiving Party shall always bear the burden of proof relating to the above exceptions.

7.5 Immediately after the termination of the Agreement, the receiving Party will return to the disclosing Party all of the disclosing Party's Confidential Information, and all derivatives thereof, communicated in connection therewith or, if so, requested by the disclosing Party, certify in writing that all copies of such Confidential Information have been destroyed. These obligations shall survive the termination or expiry of the Agreement for a period of 5 (five) years, and in respect of trade secrets and Intellectual Property Rights of Skytree for as long as such information remains confidential.

7.6 Parties shall not issue a news release, public announcement, advertisement, or any other form of publicity concerning any Agreement without obtaining the prior written consent to such publicity from Skytree.

Article 8 - Intellectual Property Rights

8.1 All right, title, and interest in and to Intellectual Property Rights of any kind associated with the DAC Units, including, without limitation, Skytree Data, any plans, simulation models, Product Specifications, test models, images, schedules, designs, sketches, drawings, films, and other material or (electronic) files is reserved to and belong to Skytree. Customer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to Customer or via Customer to third parties and irrespective of whether Skytree charged Customer for the production of such materials.

8.2 All Intellectual Property Rights, Know How and/or data arising out of the execution of the Services by Skytree shall be owned by

and transferred to Skytree. Customer shall not at any time allege the invalidity or otherwise take or permit to be taken any action affecting the validity or enforceability of any Skytree Intellectual Property Right arising from the Services.
8.3 Customer shall not directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display, disclose, sell, lease, loan, rent, transfer, assign, sub-license or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or do so, or provide to third parties, the DAC Units and/or any portion thereof, or permit or encourage any third party to do, or use or acquire any materials from any third party who does so.
8.4 Customer shall not attempt to seek or claim any interest in Skytree's Intellectual Property Rights or assist any other party to assert any interest in Skytree's Intellectual Property Rights. Customer acknowledges that any improvement or enhancement of Skytree Intellectual Property Rights which may result from work performed by Customer shall remain the exclusive property of Skytree.
8.5 Customer shall not hinder Skytree in any application or other measure taken by Skytree to protect or exploit improvements to Skytree's Intellectual Property Rights. Skytree shall have the exclusive right to file patent applications, in its own name or in the name of a third party designated by Skytree, for inventions made as part of carrying out of the Agreement and Customer shall give its full cooperation with respect to such patent applications.
8.6 Skytree reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far, no Confidential Information of Customer shall be disclosed to third parties.
8.7 To the extent the DAC Units contain, or are operated or monitored by, software or firmware of Skytree (including the Skytree services software used for Monitoring and Alerting), Skytree grants Customer, subject to full payment of the agreed price, a non-exclusive, non-transferable and non-sublicensable license to use such software in object code form only, solely as embedded in or in connection with the DAC Units for which it is supplied and solely for the operation of those DAC Units in accordance with the Product Specifications. All rights not expressly granted are reserved to Skytree. Skytree may remotely install updates to such software and may suspend Customer's access to it in the circumstances set out in Articles 5.6 and 6.1. Customer shall not remove or circumvent any technical protection measures or license keys applied to such software.

Article 9 - Intellectual Property Rights Infringement

9.1 Skytree will, at Skytree's expense, defend any suit which may be brought against Customer based on a claim furnished under an Agreement constituting an infringement of a third party Intellectual Property Right (provided Skytree is notified promptly in writing of such suit and copies of all papers therein are promptly delivered to Skytree, Skytree is given sole control of the defense and settlement of such suit, and Customer provides all reasonable assistance at Skytree's request). Skytree shall have no obligation to the extent the alleged infringement results from (a) modification of the DAC Goods by anyone other than Skytree, (b) combination or use of the DAC Goods with equipment, software or processes not supplied or approved in writing by Skytree, (c) use of the DAC Goods other than in accordance with the Product Specifications, or (d) Customer's continued use after Skytree has made a non-infringing alternative available.).
9.2 In case said DAC Goods or any part is held to constitute infringement and the use of the DAC Goods or part is enjoined, Skytree shall, at its own expense, either procure for Customer the right to continue using the DAC Goods or part; or replace with non-infringing products; or modify it so that it becomes non-infringing; or remove the DAC Goods and refund the part of the agreed price paid for the respective unit, the transportation and Assembly and Commissioning costs thereof. The foregoing states the entire liability of Skytree for Intellectual Property Rights infringement by the DAC Goods and/or any part thereof.
9.3 This provision shall not apply to any DAC Goods and/or System Parts which are manufactured by Skytree or third parties to Customer's design or specifications. Skytree assumes no liability for any such infringement and Customer agrees to defend any suit against Skytree for alleged infringement arising through the manufacture and sale of DAC Goods made to Customer's design or specifications and to indemnify and hold Skytree harmless from any liability arising from any such infringement.

Article 10 - Limitation of liability

10.1 The operation of the DAC Units is within the exclusive control of Customer. Neither Skytree nor its representative(s) shall be deemed to have any responsibility for the operation of the DAC Units. Customer shall indemnify and hold Skytree harmless from all expense and liability (including attorneys' fees) incurred by or imposed upon Skytree based upon injury to persons (including death) or damage to property (including the DAC Units) resulting from Customer's tests, cleaning, operation, testing or maintenance of the DAC Units or from modifications to the DAC Units by Customer, its end- user or by other third parties.
10.2 To the fullest extent permitted by applicable law, Skytree, its agents, directors, officers, employees, Subcontractors and suppliers shall in no way be liable for consequential, incidental, indirect, special or punitive or reputational damages, including but not limited to: loss of profits or revenue of any kind, delays, loss of use, loss of data, loss of production, costs of capital or costs of replacement power, personal injury, wrongful death, property damage, loss by reason of plant shutdown, non-operation or increased expense of operation sustained by

Customer, or by any person dealing with Customer, in connection with the DAC Units, including, without limitation, resulting from use, Delivery and/or Assembly and/or Commissioning and/or Installation and Services, even if Skytree or its authorized representative was advised of the possibility of such damages.

10.3 Subject to Article 10.8, the total liability and indemnity of Skytree, its agents, directors, officers, employees, Subcontractors, suppliers related to the Agreement shall be limited to i) EUR 1,000,000 (one million euro) or ii) the total fees paid by Customer to Skytree under the Agreement in the twelve (12) months preceding the event giving rise to the liability, whichever is greater, provided that such amount is covered and paid out under Skytree's applicable liability insurance, or CAR insurance, as applicable.

10.4 In the event that no insurance payout is made under Skytree's applicable liability insurance or CAR insurance, for any reason, Skytree's total cumulative liability shall alternatively be limited to: 25% (twenty-five percent) of the total agreed price (excluding VAT) under the Agreement giving rise to the claim.

10.5 Any liability and indemnity in that regard of Skytree, its agents, directors, officers, employees, Subcontractors, suppliers related to the Agreement shall be limited to direct damages. In no event shall Skytree be liable to Customer for any indirect, consequential, incidental, reputational and/or special damage(s) or damages for loss of revenues or profits, loss of use, interruption of operations, loss of data, breach of data, or the cost of substitute products or services.

10.6 Where Skytree performs Services, the sole remedy for damages caused by Skytree, shall be reperformance of these Services.

10.7 The limitations of liability as set forth in this Article 10 shall apply and be effective with respect to any claim, cause of action, or legal theory whatsoever against Skytree, including, but not limited to, contract or warranty (including performance guarantees) or breach thereof, indemnity, tort (including negligence) and strict liability.

10.8 No limitation of liability as set out in this Article 10 shall apply to any liability arising from gross negligence or willful misconduct of Skytree's executive management and to the extent a limitation of liability is restricted by applicable law.

10.9 The limitations and exclusions of liability set forth in this Article shall apply to all claims, whether direct or indirect, and regardless of whether such claims are brought by the Customer or any third party, including claims for indemnity, contribution, or subrogation, unless otherwise expressly agreed in writing.

10.10 Without prejudice to the application of Article 6:89 of the Dutch Civil Code regarding timely notification, all rights of action or claims by the Customer against Skytree shall expire one (1) year after the Customer became, or reasonably should have become, aware of the event giving rise to such claim.

Article 11 - Force Majeure

11.1 Skytree shall not be liable for any failure to fulfill any terms of the Agreement to the extent that such fulfillment has been delayed, hindered, interfered with, or prevented by any circumstance whatsoever which is not within its reasonable control, and which amounts to an act of Force Majeure.

11.2 Skytree shall inform Customer of all circumstances and particulars which prevent Skytree from performing its obligations under the Agreement. Skytree shall consult Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.

11.3 Skytree shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof.

11.4 Claims made under the Warranty shall only be accepted if the cause of the defect of the DAC Goods was not due to an event attributable to Force Majeure.

11.5 If the Force Majeure continues for a period of more than 3 (three) consecutive months, Skytree shall be entitled to terminate the Agreement by written notice to Customer.

Article 12 - Assignment and subcontracting

12.1 Skytree is always entitled to assign all or part of its rights and/or obligations under the Agreement to an Affiliate or third party.

12.2 Customer is not entitled to assign all or part of its rights and/or obligations under the Agreement without Skytree's prior written consent, which shall not unreasonably be withheld. In the event of a proper assignment, the Agreement shall be binding upon and insure to the benefit of Customer's successors and assignees.

12.3 Skytree is at all times entitled to enter into any agreement with Subcontractors with respect to the execution of the Agreement after sending prior written notice thereof to Customer.

Article 13 - Non-employment of employees

13.1 During the term of the Agreement and for 12 (twelve) months after the termination or expiration thereof, Parties may not, without the prior written consent of Skytree, directly and/or indirectly, hire or enter a business relationship with each other's employee(s) involved in the performance of the Agreement.

Article 14 - Compliance with law & export controls

14.1 Without limitation, each Party shall comply with all applicable laws and regulations pertaining to EU export and import controls or export or import restrictions of other applicable jurisdictions. Customer shall be responsible for obtaining all governmental permits, licenses, and approvals, and satisfying all formalities with respect to the purchase, advertisement, storage, use, transportation, resale, import and export of the DAC Units.
14.2 If the performance or a delivery by one Party is subject to an export or import license being granted by a governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, such Party shall notify the other Party of such fact as soon as they become aware of such requirement.
14.3 If applicable, Skytree shall file for an export license, but only after appropriate documentation for the license application has been provided by Customer. Customer shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of the Agreement by Skytree. If an export license is not granted or, if once granted, is thereafter revoked, or modified by the appropriate authorities, then the relevant Agreement may be canceled by Skytree without liability for damages of any kind resulting from such cancellation. At Skytree' s request, Customer shall provide to Skytree a letter of assurance and end-user statement in a form reasonably satisfactory to Skytree.
14.4 Customer represents and warrants that neither it nor any of its Affiliates is the target of, or owned or controlled by a person that is the target of, any Sanctions, and that it shall not sell, export, re-export or otherwise make available the DAC Goods or Services, directly or indirectly, to any person or destination in breach of Sanctions. Skytree may suspend performance or terminate the Agreement with immediate effect and without liability if performance would, in Skytree's reasonable opinion, breach or expose Skytree to Sanctions.
14.5 Each Party shall comply with all applicable anti-bribery and anti-corruption laws, including the Dutch Criminal Code, the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act, and shall not offer, promise, give or accept any undue advantage in connection with the Agreement. Skytree may terminate the Agreement with immediate effect and without liability if Customer breaches this Article 14.5.

Article 15 - Data and privacy

15.1 The Parties shall always comply with any obligations under the EU General Data Protection Regulation (GDPR) regarding personal data protection and any other relevant law and regulations while processing personal data. Both Parties shall (i) limit processing of personal data to strict necessary data processing, (ii) take appropriate security measures to protect the (personal) data provided by the other Party, (iii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iv) notify the other Party of any breach of Personal Data at the latest within 48 hours after discovery. Customer shall inform Skytree of such Personal Data breach via legal@skytree.tech.
15.2 Customer can find further information of processing of Customer's personal data by Skytree in Skytree Privacy Notice published on Skytree website. http://skytree.tech/privacy-policy.

Article 16 - Miscellaneous

16.1 Except as specifically provided herein, the exercise of any remedy in these GTC shall not be a waiver of any other remedy provided by law. Except as otherwise expressly set forth in these GTC, no remedy conferred by any of the specific provisions of these GTC is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not, except as otherwise expressly provided herein, constitute a waiver of the right to pursue other available remedies.
16.2 If any provision in the Agreement and/or these GTC is found to be invalid or unenforceable in any respect in any jurisdiction the validity or enforceability of such provision shall not in any way be affected in respect of any other jurisdiction and the validity and enforceability of the remaining provisions shall not be affected, unless the Agreement and/or these GTC reasonably fail in its essential purpose and the Parties shall substitute such provision by a valid and enforceable provision approximating to the greatest extent possible the essential purpose of the invalid or unenforceable provision.
16.3 No penalties or liquidated damages shall apply pursuant to the inexecution of Skytree' s obligations under the Agreement, unless accepted in writing by Skytree's authorized representative.
16.4 All sections and all other obligations which may be performed after the cancellation, expiration or termination of the Agreement shall survive expiration or termination thereof.
16.5 Either Party's failure to enforce any provisions hereof shall not be construed as a waiver of that Party's right thereafter to enforce each and every such provision.
16.6 Any notice under the Agreement shall be in writing and sent to the address or e-mail address of the other Party stated in the Agreement (or such other address as a Party notifies in writing). Notices to Skytree shall be sent to legal@skytree.tech with a copy to the address stated in the Agreement. A notice is deemed received: if delivered by hand or courier, on delivery; if sent by registered post, on the third business day after posting; and if sent by e-mail, on the business day following transmission, unless the sender receives a non-delivery message. Notices of

default, suspension, dissolution or termination shall in addition be sent by registered post or courier.

Article 17 - Applicable law and dispute resolution

17.1 These GTC are exclusively governed by the laws of The Netherlands, with the exclusion of the Vienna Sales Convention.

17.2 Any dispute or claim arising from or in connection with it or its subject matter (including any question regarding its existence, validity, or termination) shall be submitted to the competent courts of Amsterdam, the Netherlands, always provided that, in case Skytree is the plaintiff, Skytree may at its sole discretion submit any such dispute to the competent courts in the venue of Customer's registered office.

17.3 These GTC are drawn up in English. If these GTC are translated into any other language, the English version shall prevail in the event of any inconsistency, unless the Agreement expressly provides otherwise.

II. ADDITIONAL PROVISIONS CONCERNING THE SALE, ASSEMBLY, COMMISSIONING, INSTALLATION AND SAT OF DAC GOODS AND PROJECTS

Article 18 - Offer, Order (confirmation), Agreement

18.1 Each Offer of Skytree shall contain the Product Specifications (including the Performance Targets, Reference Conditions and Deviation Tolerance), the applicability of any Services, Assembly, Commissioning, transportation, and, if applicable, final approved drawings, quantity, the Project Schedule, the Project Plan, the SAT Protocol and any other details essential for the proper execution of the Agreement. If Customer agrees to the terms of the Offer, Customer shall confirm the Offer by returning a signed copy of the Offer to Skytree or by issuing a separate Purchase Order which is in line with the provisions of the Offer, in its own format. A Purchase Order deviating from Skytree's Offer may be declined by Skytree.

18.2 When a Purchase Order is placed by Customer without a prior Offer and Skytree subsequently sells, Delivers and/or Installs DAC Goods, this is a confirmation of the Purchase Order and constitutes an Agreement to which these GTC apply.

18.3 Customer is not entitled to cancel, or to terminate for convenience, a Purchase Order or Agreement once confirmed by Skytree. If Skytree nevertheless agrees in writing to a cancellation, or if Customer terminates the Agreement other than on account of an attributable failure of Skytree, Customer shall pay to Skytree, as a cancellation charge, all costs incurred and irrevocably committed by Skytree up to the date of cancellation (including materials ordered, work performed and Subcontractor commitments) plus a fee of 15% (fifteen percent) of the agreed price for overhead and lost profit, without prejudice to Skytree's right to claim its actual damages if higher.

18.4 The Parties may lay down in a Project Plan the project-specific scope, the Project Schedule, the division of responsibilities and any deviations from the Product Specifications, the Installation Site Specifications, the SAT Protocol and/or the Services Descriptions for a specific Project. A Project Plan forms part of the Agreement, and the deviations set out therein prevail over the standard Product Specifications, Installation Site Specifications, SAT Protocol and Services Descriptions, only if (i) the Project Plan is expressly referenced in the Agreement by title, version and date, and (ii) the deviation is expressly identified as such in the Project Plan. For all matters not addressed in the Project Plan, and in the absence of a Project Plan, the standard Product Specifications, Installation Site Specifications, SAT Protocol and Services Descriptions apply. Amendments to a Project Plan require a written amendment.

Article 19 - Changes

19.1 If on the instructions of, or in agreement with Customer, any change is made in the Project, the Project Plan, the Product Specifications, the Installation Site Specifications or the SAT Protocol that is not included in the Agreement, the extra costs thereby incurred shall be charged by Skytree to Customer as additional work at the then applicable hourly rates and System Parts. Skytree is not obliged to honor a change request and may require that a separate Agreement will be concluded for this purpose.

19.2 Skytree reserves the right to make changes in design of or add any improvement to DAC Units at any time, without incurring any obligations to previously Delivered and/or Assembled and/or Commissioned and/or Installed DAC Goods to Customer, in the same manner.

19.3 Skytree may, at its expense, make such changes in the DAC Units as it deems necessary, in its sole discretion, to conform the Skytree units to the applicable Product Specifications. If Customer objects to any such changes, Skytree shall be relieved of its obligation to conform to the applicable Product Specifications to the extent that conformance may be affected by such objection.

Article 20 - Dimensions, weights, illustrations, and data

20.1 The measurements, weights, dimensions, capacities, technical data, and images set out in the brochures, product documentation, websites and other advertising material are approximate only. These data shall not be binding except to the extent they are expressly guaranteed in the Product Specifications.

20.2 Customer shall ensure that all data, which Skytree indicates are necessary for the sale, Delivery and/or Installation, which Customer should reasonably understand are necessary for this purpose, have been provided to Skytree correctly and in a timely manner. If the information required for the performance of the

Agreement has not been provided to Skytree correctly or in a timely manner, Skytree shall have the right to suspend the performance of the Agreement and/or charge the costs arising from the delay to Customer at Skytree's usual rates.
20.3 The Performance Targets, the Reference Conditions, the configuration of the DAC Unit and the Agreement Price are based on the data regarding the Installation Site provided by Customer, including climatic data and data on the available utilities. If the actual conditions at the Installation Site deviate from such data, Skytree shall be entitled to adjust the configuration of the DAC Unit, the Performance Targets, the Agreement Price and the Project Schedule accordingly, in accordance with Article 19.

Article 21 - Project Schedule, Delivery of Modules and packaging

21.1 A DAC Unit is Delivered as Modules in one or more shipments in accordance with the Project Schedule and is Assembled, Commissioned and Installed at the Installation Site. There is no single delivery date for a DAC Unit. The Project Schedule sets out the planned shipment windows for the Delivery of the Modules and the planned dates for the start of Assembly, Mechanical Completion, Commissioning and the SAT.
21.2 All dates and periods in the Project Schedule are indicative. Skytree shall make all reasonable efforts to Deliver the Modules and to perform the Assembly, Commissioning, Installation and SAT in accordance with the Project Schedule. If Skytree expects that a date in the Project Schedule shall be exceeded, it shall inform Customer thereof in writing without undue delay. Under no circumstances shall Skytree pay any penalties or damages for late Delivery or for late Assembly, Commissioning, Installation or SAT.
21.3 The Project Schedule shall be extended, without any liability of Skytree, by the duration of any delay caused by (i) Customer's failure to comply with its obligations under the Agreement, including the site readiness obligations under Article 25, the provision of data under Article 20.2 and the payment and security obligations under Article 5; (ii) changes in accordance with Article 19; (iii) Force Majeure; (iv) delays in obtaining permits, licenses or approvals not attributable to Skytree; and (v) acts or omissions of other contractors of Customer; in each case plus a reasonable period for remobilisation.
21.4 Failure to Deliver and/or Assemble and/or Commission and/or Install the DAC Units in accordance with the Project Schedule does not entitle the Customer to fail to comply with or suspend its obligations under the Agreement.
21.5 Skytree is entitled to Deliver the Modules and other DAC Goods in partial shipments, to perform the Assembly, Commissioning and Installation in phases, and to invoice separately per milestone or per partial shipment in accordance with the payment schedule. Each partial shipment constitutes a separate Delivery for the purposes of Articles 22 and 23. Delay in any partial shipment or phase shall not release Customer from its obligation to accept the remaining Deliveries, Assembly, Commissioning and Installation.
21.6 All Modules and other DAC Goods will be delivered, wherever reasonably possible, in standard reusable packaging and transport frames and at standard pack levels. Any special packaging, labeling or special marking may be, after mutual agreement, subject to additional charges. Customer shall make the reusable packaging and transport frames available for collection by Skytree after Assembly, failing which Skytree may charge the replacement value thereof.

Article 22 - Title

22.1 Title to the DAC Goods shall transfer from Skytree to Customer upon Skytree's receipt of all installments of the Agreement Price. In addition, Skytree will remain the owner of the DAC Goods for as long as Customer has not paid any claims arising from non-payment of the Agreement Price, such as damages, penalties, interest, and costs.
22.2 As long as the ownership of the DAC Goods has not been transferred to Customer, Customer may not pledge the DAC Goods, transfer ownership as security or grant any other right to third parties in relation to the DAC Units. Customer shall, at its own expense, insure the DAC Goods delivered under retention of title and keep it insured against all types of damage, such as, but not limited to, damage caused by fire, explosion and water, as well as against theft, with a financially reliable insurance company. At Skytree's request, Customer will provide the relevant insurance policy for inspection as well as proof of payment of the insurance premiums.
22.3 As long as the ownership of the DAC Goods belongs to Skytree and if Customer has been declared bankrupt, has been granted a suspension of payments, has been declared subject to the debt rescheduling of natural persons in respect, or if any attachment of its assets has been levied, Customer undertakes to immediately notify Skytree of this and, furthermore, to inform the liquidator that the DAC Goods are the property of Skytree.
22.4 If, due to refusal, negligence, or a cause within Customer's sphere of risk, it proves impossible to perform any of the obligations under the Agreement (including the Delivery of Modules to an Installation Site that is not ready in accordance with Article 25.2), Skytree shall be entitled to store the DAC Goods purchased for the performance of the Agreement at Customer's expense and risk, and the Delivery and the related milestone shall be deemed to have taken place on the date originally scheduled. If, after having been warned to do so, Customer fails to fulfill its obligations, it shall be in default with immediate effect. Skytree will then be entitled to dissolve the Agreement in whole or in part with immediate effect by means of a written statement, without Skytree being under any obligation to pay compensation for damages, costs, and interest.

22.5 Parties shall ensure to a reasonable extent that the DAC Unit is Assembled and Installed in such a manner that it does not become a component part of the real property at the Installation Site, and Customer shall, at Skytree's first request, cooperate with the establishment of any right (such as a right of superficies) required to preserve Skytree's title under this Article 22.

Article 23 - Delivery and risk of the DAC Goods

23.1 Unless otherwise explicitly agreed upon in the Agreement, Skytree shall Deliver the Modules and other DAC Goods "DAP" (*Delivery at Place*) the Installation Site, according to the latest version of the Incoterms 2020 (*International Chamber of Commerce*), in one or more shipments in accordance with the Project Schedule, import duties and taxes remain for Customer's account in accordance with Article 4.4. Upon Delivery of each shipment, the risk of loss of and damage to the Modules and other DAC Goods in that shipment shall transfer from Skytree to Customer and shall remain with Customer during storage at the Installation Site and during Assembly, Commissioning and SAT, irrespective of whether Assembly, Commissioning or Installation is performed by Skytree, except as provided in Article 23.4. Customer shall insure the DAC Goods from Delivery in accordance with Article 22.2.

23.2 If Customer does not take Delivery of a shipment at the Installation Site on the scheduled date for reasons not attributable to Skytree, Delivery of that shipment is deemed to have taken place on that date for the purposes of risk, the payment schedule and Article 33.2, and Article 22.4 applies.

23.3 Skytree shall provide or maintain adequate insurance with regard to the DAC Goods against damage and/or loss during transport from Skytree's Production Site to the Installation Site.

Article 24 - Additional costs for the DAC Units

24.1 Unless otherwise explicitly agreed upon in the Agreement, the costs of transportation, Assembly and/or Commissioning and/or Installation and/or Services are not included in the prices of the DAC Goods and shall be set out and agreed upon separately in the Agreement and added to the Agreement Price.

Article 25 - Installation Site readiness, Assembly, Commissioning and SAT

25.1 If the Assembly, Commissioning, Installation and/or SAT are to be performed by Skytree, Skytree shall perform them in accordance with the Agreement, the Project Plan (if any), the SAT Protocol and this Article 25. If Customer or a third party engaged by Customer performs the Installation or, where the Agreement so provides (part of) the Assembly, Skytree's obligations are limited to the supervision and support expressly agreed in the Agreement, Skytree is not responsible for the workmanship of Customer or such third party, and Articles 35.1.1 and 35.1.8 apply.

25.2 Customer shall ensure that the Installation Site complies with the Installation Site Specifications, including foundations, civil works, utilities, CO_2 off-take, access routes, data connection and permits, no later than the date set out in the Project Schedule for the Delivery of the first Module, and shall notify Skytree in writing when the Installation Site is ready. Skytree is entitled to verify the readiness of the Installation Site by inspection and to postpone the Delivery of Modules and the start of Assembly until the Installation Site complies with the Installation Site Specifications. Articles 27.2 through 27.5 apply *mutatis mutandis* to the Assembly, Commissioning, Installation and SAT.

25.3 If the Installation Site is not ready, or Skytree's Personnel or Subcontractors are otherwise prevented from performing the Delivery, Assembly, Commissioning or SAT in accordance with the Project Schedule for reasons not attributable to Skytree: (i) the Project Schedule shall be extended in accordance with Article 21.3; (ii) Skytree may store the Modules in accordance with Article 22.4, and the milestones linked to Delivery, Mechanical Completion, Notice of Readiness and SAT Certificate shall be deemed achieved on the dates originally set out in the Project Schedule for the purposes of the payment schedule; and (iii) Skytree shall be entitled to charge Customer for waiting time, demobilisation and remobilisation, storage, additional transport, extension of the CAR insurance, and other additional costs at Skytree's then applicable rates.

25.4 Skytree shall notify Customer in writing when the Assembly of a DAC Unit is complete (Mechanical Completion). Unless the Agreement provides that Skytree performs the Installation, Customer shall perform the Installation within the period set out in the Project Schedule or, failing that, within ten (10) business days after Mechanical Completion, in accordance with the Installation Site Specifications and Skytree's written instructions, and shall notify Skytree in writing when the Installation is complete. Skytree is entitled to inspect the Installation before the start of Commissioning. A delay in the Installation or a non-conforming Installation is a delay for the purposes of Article 25.3. Following completion of the Installation, Skytree shall perform the Commissioning. Commissioning is complete when Skytree issues the Notice of Readiness. Customer shall make available at its cost, from Mechanical Completion onwards, the electricity, heat, water, CO_2 off-take and other utilities and consumables required for the Installation, Commissioning and the SAT, in accordance with the Installation Site Specifications.

25.5 The SAT shall be carried out jointly by the Parties in accordance with the SAT Protocol. The SAT Protocol attached to or referenced in the Agreement governs the SAT by default, including the test method, the test duration, the measurement and correction methods and the acceptance criteria. Deviations from the SAT Protocol, including special or additional acceptance conditions required by Customer, are only valid if agreed in

writing in the Agreement, in the Project Plan referenced in the Agreement, or in a written amendment in accordance with Article 3.6, in each case before the Notice of Readiness. Customer shall inform Skytree of any special or additional acceptance conditions in good time, and the Parties shall discuss these in good faith; in the absence of a written agreement, the SAT Protocol applies unchanged.

25.6 The SAT shall commence within ten (10) business days after the Notice of Readiness, on a date agreed between the Parties. If the SAT, for reasons not attributable to Skytree, has not been commenced or completed within four (4) weeks after the Notice of Readiness, the SAT is deemed to have been passed on the last day of that period.

25.7 The DAC Unit passes the SAT if it meets the acceptance criteria of the SAT Protocol, including the achievement of the Performance Targets within the Deviation Tolerance, measured under the Reference Conditions or corrected to the Reference Conditions in accordance with the SAT Protocol. Defects and outstanding items that do not prevent the safe operation of the DAC Unit or the achievement of the Performance Targets within the Deviation Tolerance (punch items) shall not prevent the SAT from being passed; they shall be listed in the SAT Certificate and remedied by Skytree within a reasonable period. If the DAC Unit passes the SAT, the Parties shall sign the SAT Certificate. If Customer neither signs the SAT Certificate nor notifies Skytree in writing of the specific grounds on which it considers that the SAT has failed within five (5) business days after completion of the SAT, the SAT is deemed passed.

25.8 If the DAC Unit fails the SAT for reasons attributable to Skytree, Customer shall, without delay and on the basis of the written test report, confirm the alleged defects in writing to Skytree. Skytree shall remedy the reported defects within a reasonable period, to be determined at Skytree's sole discretion but not exceeding thirty (30) days after Customer's written notification, or such longer period as is reasonably required for the supply of parts or Modules, after which the SAT, or the failed part thereof, shall be repeated. If the SAT fails, or cannot be performed, for reasons attributable to Customer or the Installation Site, including non-conformity of the Installation Site with the Installation Site Specifications, interruptions in the supply of utilities, or ambient conditions outside the Reference Conditions that cannot be corrected in accordance with the SAT Protocol, the SAT shall be repeated at Customer's cost and Article 25.3 applies.

25.9 If, after two (2) repeated SATs, the DAC Unit does not achieve a Performance Target within the Deviation Tolerance for reasons attributable to Skytree, the consequences shall be as set out in the Agreement. If the Agreement does not provide otherwise, Skytree shall, at its option, (i) modify the configuration of the DAC Unit or supply additional Modules at its own cost so that the Performance Target is achieved within the Deviation Tolerance, or (ii) grant Customer a reduction of the price of the DAC Unit proportionate to the shortfall below the Deviation Tolerance, with a maximum of 10% (ten percent) of the price of the DAC Unit, upon which the DAC Unit shall be deemed to have passed the SAT. The remedies in this Article 25.9 are Customer's sole and exclusive remedies for any failure of a DAC Unit to achieve the Performance Targets, and Article 10 applies.

25.10 Customer may only use the DAC Unit for its intended use after the SAT Certificate has been signed, or the SAT is deemed passed, and the Agreement Price has been paid in full. Any use of the DAC Unit for the production of CO_2 prior thereto constitutes acceptance of the DAC Unit by Customer in the actual state the DAC Unit is in at the time of commencement of such use, and the SAT is deemed passed on that date. Skytree shall be entitled to prevent the use of the DAC Unit until receipt by Skytree of all payment installments which are due under the Agreement.

25.11 The SAT Certificate, or the deemed passing of the SAT, constitutes acceptance of the DAC Unit by Customer, determines the end of the Warranty Period in accordance with Article 33.2 and constitutes the SLA Commencement Date. Conformity of the DAC Unit with the Performance Targets is exclusively determined by the SAT. After the SAT, Skytree does not guarantee the DAC Unit Capacity, the Specified CO_2 Purity, the Specified Energy Consumption or any other performance of the DAC Unit, unless and to the extent an Uptime Assurance or other performance commitment is expressly agreed in the Agreement.

25.12 If Customer has not completed the Installation, or has not made the utilities available, within fourteen (14) days after Mechanical Completion or the later date set out in the Project Schedule, for reasons not attributable to Skytree, Skytree will issue the Notice of Readiness on the basis of Mechanical Completion. In that case Article 25.6 applies and the SAT is deemed passed seven (7) days after that Notice of Readiness, unless the SAT has been performed in the meantime, and the Performance Targets are deemed achieved.

III. PROVISIONS CONCERNING MAINTENANCE SERVICES

Article 26 - General obligations of Skytree

26.1 Skytree warrants, represents, and undertakes that as of the Effective Date:

26.1.1 Skytree and, if applicable any Subcontractors has/have full right and requisite legal and corporate power to execute and provide the Services;

26.1.2 Skytree is not subject to any litigation that is likely to jeopardize the provision of the Services; and

26.1.3 Skytree has obtained, either directly or, through its Affiliates or Subcontractors, all licenses, certifications, authorizations, approvals, consents or permits required

under all applicable laws to perform its obligations under the SLA.

Article 27 - General obligations of Customer

27.1 Customer shall provide Skytree with all co-operation in all matters required for the performance of the Services. In this respect Customer shall promptly and fully respond to all communications of Skytree related to the provision of the Services and liaise with Skytree on matters relevant to the provision of the Services and give access to Customer's information, records, and other materials as Skytree requires in connection with or to provide the Services.

27.2 If the Services are to be carried out at Installation Site, Customer shall, except to the extent agreed otherwise between the Parties in writing make sure that:

27.2.1 the Installation Site is available for the provision of the Services by Skytree and Skytree's Personnel and/or Subcontractors are able to reach the place where the DAC Unit to which the Services are to be performed is located and start work in accordance with the agreed time schedule and during normal business hours. Provided that Customer has been given notice in writing in reasonable time, work may be performed outside normal business hours to the extent deemed necessary by Skytree;

27.2.2 Customer has taken and shall maintain all necessary safety and precautionary measures needed for the Services and shall inform Skytree before the commencement date of the Services in writing of all relevant safety regulations in force at the Location. Services shall not be carried out in unhealthy or dangerous surroundings;

27.2.3 at no cost of Skytree, suitable and adequate training is provided to Skytree's Personnel to ensure the safety of Skytree's Personnel and to safeguard Customer's and/or Skytree's systems or equipment at the Installation Site;

27.2.4 all preparatory work to ensure that the conditions necessary for the providing of the Services and the correct operation of the DAC Units are fulfilled in good time;

27.2.5 Skytree's Personnel can obtain suitable and convenient board and lodging in the neighborhood of Customer's premises and have access to internationally acceptable hygiene facilities and medical services;

27.2.6 Customer has made available (access to) electricity to Skytree free of charge at the proper time at Customer's premises;

27.2.7 Customer has made available to Skytree free of charge sufficient offices and working space at the Installation Site, equipped with internet access;

27.2.8 Customer has made available to Skytree free of charge necessary storage facilities, providing protection against theft and deterioration of the tools and equipment required for the Services and the personal effects of Skytree's Personnel; and

27.2.9 the access routes to the place at the Installation Site where the Services are to be carried out are suitable for the required transport of Skytree's equipment.

27.3 Unless otherwise explicitly agreed upon between Parties, Customer shall be responsible for the necessary daily care of the DAC Units.

27.4 Customer shall in good time provide current technical documentation (e.g., drawings, descriptions, charts and instructions) in Customer's possession, which is relevant for carrying out the agreed Services.

27.5 Customer shall immediately notify Skytree if Customer cannot let Skytree carry out the Services at the agreed or notified time. Any agreed time for Completion of the Services shall then be extended as necessary having regard to all relevant circumstances.

27.6 Customer shall without undue delay inform Skytree by written notice of its desire to make material alterations to the DAC Goods or the manner in which the DAC Goods operate if these alterations will have a materially adverse effect on Skytree's Maintenance Services and/or Corrective Repair obligations under the SLA ("*Alterations with Materially Adverse Effect*"). Prior to making any Alterations with Materially Adverse Effect, Customer must seek and receive the written approval of Skytree. If Customer undertakes, without Skytree's written approval, Alterations with Materially Adverse Effect, Skytree shall be entitled to have the SLA amended but solely to the extent necessary to ameliorate such Alterations with Materially Adverse Effect.

Article 28 - Scope of Services

28.1 Depending on the Services as specifically agreed to in the Agreement and governed by the corresponding Services Description, Skytree shall provide Customer with: Maintenance Services, consisting of Preventive Maintenance and/or Spare Parts Management System Services and/or Corrective Repair and/or Monitoring and Alerting.

28.2 In providing the Services and performing its obligations under the SLA, Skytree shall ensure that Skytree's Personnel makes reasonable efforts and performs their duties and obligations with appropriate care, in a professional and ethical manner and in accordance with guidelines agreed by the Parties from time to time. Skytree shall be entitled to engage Subcontractors for any part of the Services, as it may deem necessary or desirable.

28.3 Insofar as is reasonably practicable, Skytree shall provide the Services in accordance with the Services Descriptions, KPI's and/or the related time schedule in the SLA. Skytree shall not be liable towards Customer in the event the Services are not performed in accordance with such Services Descriptions, KPI's, or time schedule.

28.4 Skytree shall not be required to commence performance of any Services before receipt of the agreed (number of) materials, data, and other information. In case of a delay in delivery, Skytree shall be entitled to postpone the date of starting the required Services by the duration of such delay or to such later date as necessitated by Skytree's planning capabilities.
28.5 Skytree shall perform Corrective Repair at the expense of the Customer according to the rates agreed in the SLA, to any of the DAC Goods to the extent that any defect or failure of the DAC Goods is caused by one or more of the following excluded failures (each an "*Excluded Failure*"):
28.5.1 any disruption of the grid connection (such as grid connection outage for a period of hours) or any other interruption to the supply of electricity from the local grid to the DAC Units, or any disconnection from the CO_2 dosing pipelines or disruption of the throughput of CO_2 flows through such CO_2 dosing pipelines or any disconnection from the hot water or hot air pipelines or disruption of the throughput of hot water or hot air flows through such pipelines;
28.5.2 Customer's combination, integration, or use of the DAC Unit in a manner other than for the intended purpose;
28.5.3 abnormal or improper operation conditions, accident, abuse, damage, misuse, use by Customer of spare parts not supplied or approved by Skytree, or modifications repair or alterations made to the DAC Unit by Customer or a third party (including the end-user) without Skytree's prior written consent;
28.5.4 the provision of inaccurate information and documentation, including Product Specifications, by Customer to Skytree;
28.5.5 Customer manually switches off the DAC Unit which results in less CO_2 volume production than referenced in the Product Specifications and/or SLA; or
28.5.6 Operation of the DAC Unit outside the Reference Conditions, or non-conformity of the Installation Site with the Installation Site Specifications or the Project Plan, including the quality, temperature, pressure or availability of heat, electricity or water supplied to the DAC Unit.
28.6 If Skytree is performing or has performed Excluded Services, Skytree may charge, and Customer shall pay, the related additional charges.
28.7 If on investigation Skytree reasonably determines that any defect in or malfunctioning of the DAC Good is the result of an Excluded Failure, Customer shall pay the related additional charges in respect of the costs incurred by Skytree in making the investigation and determining the cause of the defect in or malfunctioning of the DAC Good, Customer can elect to have Skytree carry out the repair work. Skytree will apply a 20% mark up to any and all work related to Excluded Failure.
28.8 Where applicable, the terms and conditions of these GTC shall apply mutatis mutandis to the provision of Excluded Services and any other additional services by Skytree to Customer and to all offers, orders, order confirmations or agreements between Parties in connection to such additional services.
28.9 If so agreed upon between the Parties in the SLA, Skytree shall provide basic training to Customer so Customer can carry out its obligations as set out in the Preventive Maintenance Schedule.

28.10 Customer will request Corrective Repair from Skytree by issuing a Service Issue to Skytree Helpdesk. Upon receipt of the Service Issue, Skytree will generate a Service Ticket in accordance with the Service Ticket Procedure as set out in the SLA.
28.11 If Corrective Repair is carried out shortly before Preventive Maintenance is due, Skytree may at the same time carry out the Preventive Maintenance.
28.12 When Skytree has finished the Corrective Repair, Skytree shall notify Customer thereof in writing. Skytree shall thereafter assist Customer in carrying out such tests as have been agreed upon or as are reasonably required in order to ascertain that the Corrective Repair has been Completed.
28.13 Where the replacement Sorbent is either (i) purchased separately by the Customer from Skytree or (ii) included as part of the Services offering, Skytree shall be responsible for the collection and proper disposal of the replaced Sorbent in accordance with applicable environmental laws and regulations. In such cases, the Customer shall ensure that Skytree is granted timely access to the Installation Site to perform such collection activities. Unless otherwise agreed in writing, all costs related to the collection, removal, transportation, and environmentally responsible disposal of the replaced Sorbent shall be borne by Skytree. The Customer shall store the replaced Sorbent, pending collection, in a safe and compliant manner in accordance with Skytree's written handling instructions. Title to the replaced Sorbent shall transfer to Skytree upon collection

Article 29 - Warranty and disclaimer

29.1 For the duration of the SLA Skytree warrants to perform the Services: i) with professional skills and good workmanship; and ii) with at least the same degree of care, skill, and diligence with which it currently performs or has in the past performed similar services for or with respect to the DAC Goods.

29.2 The only warranty concerning the Services is set forth in this Article 29. All other warranties with respect to the Services or any labor, parts or materials provided in connection therewith, express, or implied, are excluded, including the implied warranty of merchantability, fitness for a particular purpose and any warranty arising from course of dealing, usage of trade, description, or sample.

Article 30 - Data usage

30.1 The Parties acknowledge that the Services also entail the collection, storage, analysis, and presentation of data generated by Customer's usage of the DAC Units.
30.2 Skytree shall at all times be the owner of the generated data and shall be entitled to use and otherwise process data derived from Customer's usage of the DAC Unit to provide Customer the Services in accordance with the SLA.
30.3 Skytree may use aggregated information which cannot be linked specifically to any individual nor to Customer and may disclose such aggregated information to its manufacturers, suppliers, and customers, it being understood that such information shall not include any personal data nor Confidential Information.

Article 31 - SLA Term and Termination
31.1 The SLA shall be effective as of the Effective Date. The Initial Term commences on the SLA Commencement Date.
31.2 Skytree may terminate the SLA or suspend its performance if Customer fails to pay any amount owing to Skytree thereunder within 30 (thirty) days following receipt of written notice of non-payment from Skytree.
31.3 Skytree may terminate the SLA with immediate effect by written notice, if Customer shall be dissolved or liquidated, is declared bankrupt or otherwise the subject of suspension of payment or other insolvency proceedings, or if it must reasonably be expected to be unable to meet its obligations under the SLA.
31.4 Notwithstanding the expiry or termination of the SLA, each Party shall procure the due and timely performance of all obligations assumed by it prior to such expiry or termination.
31.5 Any provision of the SLA which contemplates performance or observance subsequent to any termination or expiration of the SLA will survive any termination or expiration of the SLA and continue in full force and effect.

IV. SKYTREE WTC

Article 32 - Applicability
32.1 These Skytree WTC applies to DAC Goods.

Article 33 - Warranty and Warranty Period
33.1 Subject to the exclusions and limitations described in Article 35 and 36, Skytree warrants that: (i) DAC Goods shall at Delivery be free of defects in materials and workmanship; and (ii) the Assembly, Installation and/or Commissioning, to the extent performed by Skytree, shall be performed with professional skill and good workmanship ("*Warranty*"). The Warranty is a warranty for materials and workmanship only. It does not constitute a guarantee of the DAC Unit Capacity, Specified CO_2 Purity, the Specified Energy Consumption or any other performance of the DAC Unit; conformity with the Performance Targets is exclusively determined by the SAT in accordance with Article 25 and, after the SAT, by the SLA to the extent an Uptime Assurance is expressly agreed in the Agreement.
33.2 The Warranty shall end twelve (12) months after the date of the SAT Certificate or the date on which the SAT is deemed passed in accordance with Article 25, or eighteen (18) months after the Delivery (or deemed Delivery under Article 23.2) of the first Module of the relevant DAC Unit at the Installation Site, whichever occurs first (the "*Warranty Period*"). For DAC Goods that are not Delivered as part of a Project, such as Sorbent, System Parts or Replacement Parts supplied separately, the Warranty ends twelve (12) months after Delivery.

Article 34 - Warranty procedure and conditions
34.1 To obtain Warranty Services pursuant to these Skytree WTC, Customer must strictly adhere to the following procedure. If Customer fails to comply with the terms of this procedure the Warranty shall become null and void.
34.2 If a nonconformity to the Warranty is discovered during the Warranty Period, Customer shall promptly (within 5 working days after such discovery) notify Skytree in writing of the alleged non-conformity ("*Warranty Claim*"). Each Warranty Claim shall include:
- Proof of purchase;
- Proof of payment;
- Name and contract information;
- Description of the DAC Goods (including the serial number);
- Description of the non-conformity; and
- Possible attempts made to resolve the problem.

The Warranty Claim shall be sent to the following address: services@skytree.tech.
34.3 Customer shall not return or dispose of any DAC Goods (parts) with respect to which it intends to make a Warranty Claim, without Skytree's prior written authorization.
34.4 Upon written approval from Skytree, Customer shall properly package and label the DAC Good to be returned to Skytree by using the reusable packaging provided by Skytree at delivery or other adequate packaging, or, if designated by Skytree, to another location, in the manner indicated by Skytree.
34.5 Skytree shall, within a reasonable time, examine the Warranty Claim (either through remote access or through a visit to the Installation Site) and inform Customer if Skytree accepts such Warranty Claim. If Skytree accepts such Warranty Claim Skytree shall as soon as reasonably possible at Skytree's option: either repair or replace the nonconforming portion of the DAC Goods. Repair or replacement services performed by Skytree after the acceptance of a Warranty Claim are hereinafter referred to as "*Warranty Services*".
34.6 Unless explicitly agreed upon in the Agreement, Skytree shall not provide any warranty to Customer with respect to any

Warranty Services to be provided by Skytree to Customer other than that the Warranty Services shall be provided with professional skill and workmanship. The warranty for any Warranty Services shall end ninety (90) days after the date of completion of such Warranty Services.

34.7 Any Replacement Parts delivered by Skytree in connection with the performed Warranty Services shall be delivered, DAP, to the respective Installation Site, according to the Incoterms 2020, or any later version thereof.

34.8 The warranty for Replacement Parts shall end twelve (12) months after the date of delivery.

34.9 The performance of Warranty Services by Skytree shall not extend or renew the original Warranty Period, provided however that the warranty period for Warranty Services and the warranty period for Replacement Parts may survive the expiration of the original Warranty Period.

34.10 Skytree shall only bear the costs of any Replacement Parts and all direct labor costs in accordance with the Warranty Services under an accepted and justified Warranty Claim. All other costs, expenses and charges in connection with the Warranty Services and the non-conforming DAC Goods, such as but not limited to costs, expenses and charges related to (de-) Commissioning, (de-) Assembly, (de-) Installation, decontamination, re-Assembly, re-Commissioning, re-installation and transportation of nonconforming DAC Goods or parts thereof to Skytree and back to Customer (incl. tariffs, import/export cost), removal and replacement of other systems, structures or other parts of the Installation Site, temporary power, traveling and lodging expenses from Skytree's employees and/or Subcontractors and legal and remedial costs shall be for Customer's risk and expense.

34.11 Skytree's total warranty costs, charges, and expenses with respect to the Warranty Services to be performed under these WTC shall be limited to a maximum of the original purchase price of the DAC Goods as mentioned in the Agreement. Any surplus shall be borne by Customer.

34.12 The costs in connection with an unaccepted and unjustified Warranty Claim by Customer shall be borne entirely by Customer plus a handling fee of 15%.

34.13 If Customer transfers the ownership of the DAC Goods to an end-user and Skytree approves in writing with the transfer of the related rights and obligations of Customer under these Skytree WTC to such end-user, Customer shall pass on to its end-user in full the terms and conditions of these Skytree WTC, including the exclusions and limitations set forth herein. If Customer extends or otherwise represents to an end-user that the warranties are more extensive or encompassing than those set forth herein, Customer shall indemnify Skytree for any warranty claims made by an end user based on Customer's representations.

Article 35 - Warranty exclusions and limitations

35.1 The Warranty shall be null and void if a non-conformity to the Warranty is caused by:

35.1.1 Customer's failure to have the DAC Goods properly stored, installed, used, operated, and maintained by a Certified Person, in compliance with Skytree's printed instructions or Product Specifications, or, in the absence of this, any failure to follow accepted industrial practice by Customer;

35.1.2 normal wear and tear, abnormal or improper operation conditions, accident, abuse, damage, misuse, use by Customer of spare parts not supplied or approved by Skytree, or modifications repair, maintenance or alterations made to the DAC Goods by Customer or a third party (including the end-user) without Skytree's prior written consent;

35.1.3 any disruption of the grid connection (such as grid connection outage for a period of hours) or any other interruption to the supply of electricity from the local grid to the DAC Units, or any disconnection from the CO_2 dosing pipelines or disruption of the throughput of CO_2 flows through such CO_2 dosing pipelines or any disconnection from the hot water or hot air pipelines or disruption of the throughput of hot water or hot air flows through such pipelines;

35.1.4 any loss of data connection to the Installation Site;

35.1.5 the provision of inaccurate information and documentation, including specifications, by Customer to Skytree;

35.1.6 operation of the DAC Goods outside the Reference Conditions, or with utilities, feed air, water or consumables that do not conform to the Installation Site Specifications or the Product Specifications, including the quality, temperature and pressure of the heat supply, the quality of water, and the ambient CO_2 concentration, contaminants or dust;

35.1.7 the gradual decline of the capture capacity of the Sorbent over its expected lifetime as specified in the Product Specifications, which constitutes normal wear and tear; the Warranty for Sorbent is limited to conformity of the Sorbent with its specification at Delivery; or

35.1.8 Assembly, Installation or connection of the DAC Goods performed by Customer or a third party other than in accordance with Skytree's written instructions or, where supervision by Skytree has been agreed, without such supervision.

35.2 Warranty Claims will furthermore not be accepted if Customer refuses to permit Skytree to examine the DAC Goods and operating data to determine the nature of the claimed defect.

35.3 The Warranty furthermore does not cover nonconformities caused by Force Majeure situations.

Article 36 - Disclaimer

36.1 The warranties as set out in these Skytree WTC are exclusive and in lieu of any other warranties, whether statutory, oral, written, express or implied, including, but not limited to, merchantability or fitness for a particular purpose, durability, or

those arising by a course of dealing or usage of trade, to the fullest extent allowed by applicable law. Customer's exclusive remedies and Skytree's only obligation arising out of or in connection with defective DAC Goods, whether based on warranty, contract, tort (including negligence) or otherwise, shall be those stated herein.

V. SKYTREE SLA

Article 37 - Applicability

37.1 These Skytree SLA terms and conditions apply solely if explicitly agreed in writing on any Agreement and solely for the selected services from the Services Descriptions as specified in the Agreement.

37.2 A failure by Skytree to exercise or a delay in exercising a right or remedy provided by these SLA or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the SLA terms or by law by Skytree prevents further exercise of that right or remedy or the exercise of another right or remedy.

37.3 Any issues that are not arranged for in the SLA terms or any related Agreement shall be further discussed and agreed upon between the Parties in good faith, observing the principles of reasonableness and fairness.

Article 38 - Use of the DAC Units

38.1 Customer is responsible for the possession, use and safety of the DAC Goods during the entire SLA Period. This means that the DAC Goods are: handled carefully; used, operated, and maintained by a Certified Person, in compliance with Skytree's printed instructions, or, in the absence of this, any failure to follow accepted industrial practice by Customer; used in accordance with its intended purpose; and adhering to all applicable laws and regulations, as well as the Agreement.

38.2 Customer will report theft, embezzlement, malicious damage fraud, or attempts thereto involving the DAC Goods, to the police and to Skytree immediately, though no later than 24 hours. The Customer will provide the official report available to Skytree. In case of theft or embezzlement Skytree will subsequently seek to register the DAC Goods in any missing object register, or similar, within the area of jurisdiction the DAC Goods were located in.

38.3 Using the DAC Goods involves a number of risks, including damages (regardless of normal wear and tear), losses, bodily harm and/or injury, for which the applicable clauses in these GTC apply.

38.4 The Customer is obligated to provide a stable internet connection for Monitoring and Alerting and not disconnect the DAC Units from electricity and/or CO_2 tank and/or CO_2 dosing pipelines and/or piping from a heat source (if applicable), or elsewise deviate from the Product Specifications, the Reference Conditions or Services Descriptions or Installation Site Specifications or the Project Plan. Additional customer obligations related to the Services are summed up in these GTC. In case of non-compliance by the Customer hereof, and failure to remedy this situation after receipt of notification of breach within 10 business days, Skytree is entitled to suspend the Services until such breach has been remedied. In this occurrence, the Customer is not entitled to any discount, extension of payment or any otherwise deviation from its obligations under the Agreement, these SLA terms and the GTC.

Article 39 - SLA price and costs

39.1 The SLA Price is stated in the Agreement.

39.2 The SLA Price excludes: energy consumption, Assembly, Commissioning, Installation, Excluded Services and any costs associated with meeting Installation Site Specifications. Sorbent is only included in the SLA Price if this is explicitly included in writing in the agreement. The SLA Price is based on the configuration of the DAC Unit (number and type of Modules) and the DAC Unit Capacity as specified in the Agreement. If the configuration is changed, including in accordance with Article 25.9, the SLA Price shall be adjusted pro rata.

39.3 Skytree is entitled to adjust the SLA Price annually, after the Initial Term as defined in the Agreement, with annual indexation at the anniversary date of any term, following the consumer price index figures as published by the Dutch CBS institute (CPI 2015 = 100).

39.4 Any work outside the defined Services as specified in the Services Descriptions and as applicable for the Customer as specified in the Agreement, standard Skytree Services Fees will be charged at applicable daily rates of Skytree's price list rate card, as published from time to time. All additional costs, such as but not limited to, travel or expenses will be charged at actual cost level.

39.5 In addition to Article 39.3, if Skytree increases the price of the DAC Goods in accordance with Article 4.9, Skytree shall be entitled to increase the SLA Price and the Services Fees by the same percentage, with effect from the start of the next invoicing period under Article 40.1, including during the Initial Term. Skytree shall notify Customer in writing of such increase.

Article 40 - Billing and payment

40.1 Skytree will invoice the periodic SLA Price 30 days in advance. This means that the invoice will determine the costs for the upcoming period.

40.2 Customer must pay the SLA Price in full and on time, even if it is (temporarily) unable to use the DAC Goods for whatever reason. Skytree is not liable for damage or costs incurred as a result of or related to this (temporary) unavailability or unusability of or damage or defects to the DAC Goods. This exclusion does

not affect any obligation of Skytree in connection with regards to the Services.

40.3 The SLA Price, including any part of it that relates to Sorbent replacement materials or work, is the consideration for keeping the Services available to Customer during the period to which the invoice relates. It is not a deposit, reservation or prepayment for a specific Sorbent load or for any other specific future Service. Amounts invoiced or paid under the SLA are not refundable, in whole or in part, and shall not be credited against any other amount, if the SLA or the Agreement expires or is terminated for any reason, whether by notice, by dissolution, automatically under Article 42.3 or otherwise, and regardless of whether, when and how often Sorbent has been replaced during the SLA Period. Amounts invoiced for a period that has started before the date of expiry or termination remain due in full.

Article 41 - Maintenance and repair

41.1 Skytree provides the following Services to the Customer if "*Uptime Assurance*" is explicitly applicable in the Agreement: uptime assurance on the following components indicators for proper functionality of mechanical components inside the DAC Units, being fans, actuators, valves, pumps and compressors and other mechanical components; proper functionality of all electrical components and wiring within the DAC Units as provided by Skytree; Monitoring and Alerting service; availability of the Skytree Help Desk; Services. Only if explicitly stated in the Agreement will Uptime Assurance also include the replacement of Sorbent, but solely for the purpose of meeting the DAC Unit Capacity and the Specified CO_2 Purity. For the purposes of the Uptime Assurance, the DAC Unit Capacity is measured under the Reference Conditions, or corrected to the Reference Conditions, in accordance with the measurement and correction methods of the SAT Protocol. Periods during which the DAC Unit is operated outside the Reference Conditions, or during which an Excluded Failure applies, are disregarded.

41.2 Excluded from Services applicable under Uptime Assurance are hardware field upgrades to enable the latest version of Sorbent, deviating from the version as specified in the Agreement.

41.3 The Service levels of Skytree's Services are as follows:

41.3.1 Monitoring and Alerting connected devices will be monitored in real-time on (at least) the parameters as defined in the Services Descriptions. Any indication of a Critical, Urgent, or Important service request will automatically trigger an alert to the Skytree Helpdesk to undertake immediate response. Any alert will automatically trigger a Service Ticket.

41.3.2 All response times and on-site service commitments described in the Services Description are subject to the condition that Skytree's Personnel and/or Subcontractors are granted timely, unhindered access to the Installation Site and that the site complies with applicable safety, hygiene, and access requirements. In the event that access is delayed, denied, or unsafe, the corresponding response and resolution timelines shall be reasonably extended without penalty to Skytree.

41.3.3 Based on the lifetime of components and filters, Skytree will issue a Preventive Maintenance Schedule at least one (1) month in advance, to take place during business days and working hours in the time zone of the Customer. Skytree will deliver a Service Report to the Customer after completion.

Article 42 - Term and Termination

42.1 The Agreement is entered into for the fixed duration stated in the Agreement. The Initial Term commences on SLA Commencement Date. The provisions of these SLA terms and these GTC remain applicable to these DAC Goods until the Customer has fulfilled all its obligations under this Agreement.

42.2 Automatic renewal of the SLA takes place after the expiration of the Initial Term each 12 months, unless notice of termination is received by Skytree 60 days prior to any term anniversary. The SLA Period ends after 7 years, after which Parties may negotiate an extension of the Agreement.

42.3 This SLA Period automatically ends if one of the following situations occurs: (i) the SLA Period has expired; (ii) the DAC Goods are considered a total loss, meaning that the DAC Goods are damaged to the extent that it cannot reasonably be repaired or that it is not economically justified; or (iii) DAC Goods have been stolen and are not recovered (without damage not considered normal wear and tear) within 30 days from the date of discovery of the theft.

42.4 It may happen that Skytree comes to the conclusion that the costs of Services of the DAC Goods are excessive, without any fault of the Customers or Skytree doing so. In that case, Skytree may decide to terminate the current SLA Agreement and enter into a new SLA Agreement for another DAC Goods, without this leading to excessive additional costs for either Party.

42.5 Skytree has the right to terminate this agreement with immediate effect and without notice of default if one of the following situations occur: (i) the Customer is in breach of this Agreement, these SLA terms or these GTC, including failure to provide timely payment, and has not remedied this breach within 30 days of a notification of this breach from Skytree; or (ii) in case of an event as set forth in Article 6 of the GTC.