

General Terms and Conditions

for the Supply of Goods and Provision of Services

EFFECTIVE

Effective upon incorporation into Litprofit quotations, order confirmations or other contractual documents.

1 Scope of Application

- 1.1** These General Terms and Conditions for the Supply of Goods and Provision of Services (the "Terms") apply to all quotations, order confirmations, supplies of goods, performance of works and provision of services by UAB Litprofit ("Litprofit"), unless otherwise expressly agreed by the parties in writing.
- 1.2** Placement of an order, issuance of a Purchase Order, written acceptance of a Litprofit quotation, or acceptance of goods, works or services shall constitute acceptance of these Terms to the extent they have not been amended by a separate written agreement between the parties.

2 Quotations and Orders

- 2.1** The validity period of a quotation shall be specified in the relevant Litprofit quotation. An order shall be deemed accepted by Litprofit only upon Litprofit's written confirmation.
- 2.2** Any terms contained in a Purchase Order, order, specification or other document issued by the Customer that amend or supplement Litprofit's quotation or these Terms shall apply only if expressly accepted by Litprofit in writing.

3 Prices and Payment

- 3.1** All prices are exclusive of VAT, taxes, duties, charges and other mandatory payments unless expressly stated otherwise in the quotation.
- 3.2** Payment terms, currency and due dates shall be determined by the relevant quotation, order confirmation or invoice. The Customer shall make payment in full within the agreed period, without set-off, counterclaim, withholding or deduction, except where the relevant counterclaim has been expressly accepted by Litprofit in writing or finally determined by a competent court.
- 3.3** Overdue amounts shall bear interest at the rate provided by applicable mandatory law or, where legally permissible and specified in the relevant quotation or invoice, at the rate stated therein. The Customer shall also reimburse reasonable debt recovery and enforcement costs.

- 3.4** In the event of overdue payment, Litprofit may suspend further supplies or performance until all outstanding amounts have been paid, without prejudice to any other rights or remedies.

4 Customer's Obligations

- 4.1** The Customer shall timely provide complete and accurate technical information, drawings, specifications, dimensions, operating data, instructions and other information necessary for proper execution of the order.
- 4.2** For works on board a vessel or at another site, the Customer shall provide required permits and passes, safe and timely access, reasonable assistance from vessel or site personnel, and all other agreed conditions necessary for performance.
- 4.3** Litprofit shall not be liable for consequences resulting from incomplete, inaccurate or late information, instructions or assistance provided by the Customer.

5 Warranty

- 5.1** New equipment and components shall be covered by the relevant manufacturer's warranty to the extent and on the terms provided by the manufacturer, unless Litprofit expressly provides a different warranty in writing.
- 5.2** For repairs, installation and other works, Litprofit warrants the quality of works directly performed by Litprofit within the agreed scope for six (6) months from completion of the relevant works or 1,000 operating hours of the relevant machinery/equipment, whichever occurs first, unless another period is expressly agreed in writing.
- 5.3** The warranty does not constitute acceptance by Litprofit of responsibility for an entire machinery system, vessel or item of equipment where the order relates only to specified works, parts or components.
- 5.4** Upon a valid warranty claim, Litprofit shall have the first right, at its option, to inspect the alleged defect and to repair or re-perform the affected work, or repair or replace the relevant part supplied by Litprofit. The Customer shall not arrange third-party remedial works at Litprofit's cost without first giving Litprofit a reasonable opportunity to inspect and remedy the defect, except in a genuine

emergency requiring immediate action to prevent danger or material further damage.

6 Warranty Exclusions and Customer Instructions

- 6.1 The warranty shall not cover normal wear and tear, latent or pre-existing defects, improper operation or maintenance, failure to follow instructions, accidents, external influences, intervention or repair by third parties without Litprofit's approval, or defects in materials, parts, oils, fluids or equipment supplied by the Customer.
- 6.2 If the Customer requires the use of particular materials, parts, procedures or a technical solution contrary to Litprofit's written recommendation, or instructs Litprofit to continue assembly, repair, commissioning or operation despite a defect, deficiency or risk identified by Litprofit, the Customer shall bear the risks and consequences reasonably attributable to that instruction.
- 6.3 Litprofit shall not be liable for failure, damage, delay or additional cost resulting from the Customer's decision to proceed contrary to Litprofit's written warning or recommendation, except to the extent caused by Litprofit's own breach of mandatory obligations.

7 Limitation of Liability

- 7.1 To the fullest extent permitted by applicable law, Litprofit shall not be liable for loss of profit, loss of revenue, loss of contract or use, vessel or equipment downtime, voyage delay, loss of or damage to cargo, demurrage, detention, loss of production, or any other indirect or consequential loss.
- 7.2 Litprofit shall only be liable for direct proven loss caused directly by Litprofit's breach of its obligations, subject to the nature and scope of the relevant order and applicable law.
- 7.3 To the fullest extent permitted by applicable law, Litprofit's aggregate liability arising out of or in connection with any individual order, whether in contract, tort or otherwise, shall not exceed one hundred percent (100%) of the total price paid or payable to Litprofit under that order.
- 7.4 The exclusions and limitation in this Clause shall not apply to liability which cannot lawfully be excluded or limited under mandatory applicable law.

8 Inspection, Acceptance and Claims

- 8.1 The Customer shall inspect delivered goods and completed works without undue delay.
- 8.2 Claims concerning quantity, completeness or defects reasonably discoverable by ordinary inspection shall be submitted to Litprofit in writing within seven (7) calendar days after delivery or completion.
- 8.3 Claims concerning latent defects shall be submitted in writing within seven (7) calendar days after discovery and, in any event, within the applicable warranty period. Each claim shall contain reasonably necessary supporting documentation and information enabling Litprofit to investigate the alleged defect.

- 8.4 If no timely written claim is received, the goods or works shall be deemed accepted without reservation in respect of defects that could reasonably have been identified during ordinary inspection.

9 Force Majeure

- 9.1 Neither party shall be liable for failure or delay caused by circumstances beyond its reasonable control, including war, hostilities, strikes, fire, flood, epidemics, governmental restrictions, port closures, transportation disruptions, sanctions restrictions, shortages materially affecting supply, and comparable events.
- 9.2 The time for performance shall be extended for the duration of such circumstances and their reasonable consequences.

10 Governing Law and Jurisdiction

- 10.1 Unless otherwise expressly agreed in writing, all contractual and non-contractual obligations arising out of or in connection with an order or these Terms shall be governed by the laws of the Republic of Lithuania.
- 10.2 Subject to mandatory jurisdiction rules, the courts of the Republic of Lithuania shall have exclusive jurisdiction over any dispute arising out of or in connection with an order or these Terms. Where the parties may validly agree territorial jurisdiction, the dispute shall be submitted to the competent court having jurisdiction at Litprofit's registered office.

11 Priority of Litprofit Terms

- 11.1 These Terms, Litprofit's quotation and Litprofit's written order confirmation shall prevail over the Customer's standard purchasing terms, Purchase Order terms, general terms or other unilateral conditions, unless Litprofit expressly accepts such conditions in writing.
- 11.2 Silence, commencement of works, supply of goods or receipt of a Purchase Order shall not by itself constitute Litprofit's acceptance of additional or differing terms proposed by the Customer.

12 Changes and Additional Works

- 12.1 Changes to the scope, technical specification, schedule, personnel, materials or other conditions of an order shall normally be agreed in writing.
- 12.2 Additional works, materials, repeat attendance, waiting time, dismantling, diagnostics, testing, remobilization or other activities outside the originally agreed scope shall be charged separately at agreed rates or under a separate Litprofit quotation.
- 12.3 Where dismantling, inspection or performance reveals additional defects or conditions requiring reasonably necessary immediate work to prevent danger, material further damage or deterioration, or to protect dismantled machinery/equipment, Litprofit may perform such necessary work where it is not reasonably practicable to obtain timely instructions. Litprofit shall inform the

Customer as soon as reasonably practicable, and such work and related materials shall be charged separately at Litprofit's applicable rates.

13 Used and Reconditioned Equipment

- 13.1** For used, reconditioned or repaired equipment, its condition, scope of inspection or repair and applicable warranty shall be determined by the relevant quotation.
- 13.2** Litprofit does not warrant the condition or remaining service life of parts not included in the agreed scope of inspection or repair. Litprofit is responsible only for the quality of reconditioning or repair work directly performed within the agreed scope.

14 Subcontractors and Third Parties

- 14.1** Litprofit may engage suitably qualified subcontractors for all or part of the works and shall remain responsible to the Customer for work performed by such subcontractors within Litprofit's contractual scope as for its own work.
- 14.2** Litprofit shall not be responsible for independent third parties that are not its subcontractors and are outside Litprofit's reasonable control, including carriers, ports, terminals, customs authorities, classification societies, manufacturers, ship agents, shipowners and governmental authorities, except where liability arises under mandatory law or an express written undertaking.

15 Delivery, Incoterms, Risk and Title

- 15.1** Delivery terms shall be specified in Litprofit's quotation or order confirmation by reference to the agreed applicable Incoterms rule.
- 15.2** Risk of accidental loss of or damage to goods shall pass in accordance with the agreed Incoterms rule. If no Incoterms rule is agreed, risk shall pass as specified in the quotation or, absent such provision, upon handover to the agreed carrier or directly to the Customer.
- 15.3** Notwithstanding transfer of risk, title to goods supplied by Litprofit shall, to the extent permitted by applicable law, remain with Litprofit until Litprofit has received full payment of the price due for those goods.
- 15.4** Delivery dates are estimates unless expressly confirmed by Litprofit in writing as binding. Time shall not be of the essence unless expressly agreed in writing. Litprofit shall not be liable for delays caused by carriers, ports, customs authorities, manufacturers or other circumstances beyond its reasonable control.

16 Travel, Accommodation and Project Expenses

- 16.1** Mobilization and project expenses, including air tickets and other travel costs, local transfers, airport pick-up, accommodation, meals, drinking water, insurance and other necessary project expenses, shall be allocated in accordance with the relevant quotation or other written agreement.
- 16.2** Such expenses may be arranged and paid directly by the Customer or, by agreement, arranged and initially paid by

Litprofit. In the latter case Litprofit may re-invoice the actual documented costs plus a fifteen percent (15%) administration fee, unless another rate is agreed in writing.

- 16.3** Waiting time, additional travel, remobilization and other additional expenses arising through no fault of Litprofit shall be charged separately.

17 Customs, Unloading, Storage and Port Charges

- 17.1** Unless otherwise agreed in writing, import and customs clearance costs, duties, taxes, port and terminal charges, unloading, crane operations and storage costs shall be borne by the Customer in accordance with the agreed delivery terms.
- 17.2** By agreement, Litprofit may arrange logistics, customs or port operations. Relevant actual costs shall be re-invoiced plus a fifteen percent (15%) administration fee, unless otherwise agreed.
- 17.3** Additional costs resulting from delayed acceptance, missing documents or missing/late instructions attributable to the Customer shall be borne by the Customer.

18 Partial Deliveries and Partial Invoicing

- 18.1** Where the nature of the order permits and unless otherwise agreed, Litprofit may deliver goods in separate lots or perform the order in stages.
- 18.2** Each completed part of a delivery or stage of works may be invoiced separately in accordance with the agreed payment terms.

19 Confidentiality

- 19.1** The parties shall keep confidential all commercial, technical and other non-public information received in connection with their cooperation, including prices, calculations, drawings, technical solutions and transaction terms.
- 19.2** Such information shall not be disclosed to third parties or used outside the relevant order without prior written consent, except where disclosure is required by law or a competent authority, or is made to professional advisers bound by confidentiality.
- 19.3** The confidentiality obligation shall survive completion or termination of the relevant order and cooperation.

20 Sanctions, Export Control and Compliance

- 20.1** Each party shall comply with applicable sanctions regimes, export control requirements, anti-corruption rules and other mandatory compliance requirements.
- 20.2** Litprofit may decline an order or suspend or terminate performance without liability if performance could result in a breach of applicable sanctions, export restrictions or other mandatory requirements, or if a reasonably necessary compliance review of the Customer, vessel, cargo, end user, destination or transaction identifies a material compliance risk.

21 Right to Suspend Works or Supplies

- 21.1** Litprofit may suspend works, services or supplies in the event of overdue payment or where the Customer fails to provide necessary documents, information, access, permits, agreed assistance or safe working conditions.
- 21.2** Where suspension results from circumstances attributable to the Customer, reasonable additional expenses, waiting time, remobilization and other documented costs shall be charged separately.

22 Health, Safety and Access

- 22.1** The Customer shall provide safe working conditions on board the vessel or at the site in accordance with applicable occupational health and safety requirements, marine safety requirements and reasonable industry practice.
- 22.2** Litprofit personnel may suspend or refuse a particular operation where, in their reasonable assessment, there is an immediate risk to life, health, the environment or a risk of material damage to equipment, until the unsafe condition has been remedied.
- 22.3** Such suspension shall not constitute a breach by Litprofit where the unsafe conditions were not caused by Litprofit.

23 Non-Solicitation of Personnel

- 23.1** Without Litprofit's prior written consent, the Customer shall not directly or indirectly employ, solicit or otherwise engage outside Litprofit any Litprofit employee, engineer, mechanic, welder, other specialist, contractor or subcontractor with whom the Customer materially interacted in connection with an order.
- 23.2** This restriction applies during the cooperation and for twelve (12) months after completion of the relevant cooperation, to the extent permitted by applicable law.

- 23.3** In the event of a breach, and to the extent permitted by applicable law, the Customer shall pay Litprofit contractual compensation equal to six (6) months' gross remuneration or fees of the relevant person, without prejudice to Litprofit's right to recover any additional proven loss to the extent such recovery is permitted by law.

24 Documents, Drawings and Technical Solutions

- 24.1** Unless otherwise agreed in writing, all calculations, drawings, diagrams, specifications, methodologies, technical solutions, working documentation and other intellectual property created by Litprofit shall remain the property of Litprofit.
- 24.2** Subject to full payment, the Customer is granted a non-exclusive right to use such materials solely for the purposes of operation, maintenance or use of the goods or works supplied under the relevant order. Disclosure to third parties, copying for manufacture by third parties, or use with another contractor shall require Litprofit's prior written consent, except where necessary for safe operation or maintenance of the relevant vessel/equipment or otherwise required by mandatory law.

25 Language and Final Provisions

- 25.1** These Terms may be prepared in more than one language. Unless otherwise agreed in writing, in the event of discrepancy the English-language version shall prevail.
- 25.2** If any provision is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
- 25.3** Any amendment, deviation from or addition to these Terms shall be valid only if agreed in writing by authorized representatives of the parties.
- 25.4** Failure or delay by Litprofit to exercise any right shall not constitute a waiver of that right.

