

## GTI ENERGY SITE ACCESS TERMS AND CONDITIONS

Rev. 05/05/2026

The following terms apply in the event Seller/Contractor will perform any part of the Services onsite or will require access to GTI Energy's property:

Seller's (Seller may be used interchangeably with "**Contractor**" throughout) access GTI Energy's property at 1700 S. Mount Prospect Road, Des Plaines, Illinois (the "Property") is solely for the purpose stated in the Purchase Order or relevant Agreement (the "**Agreement**") and is subject to the following conditions:

1. Contractor shall have access to the Property while for the reasons stated in the Agreement and no access to the Property shall be permitted after completion of the project unless agreed to in writing signed by GTI Energy.
2. Contractor shall, prior to any access, provide GTI Energy with a detailed written explanation for any contemplated activities on the Property and shall identify its agents, employees, and servants (including contractors), as well as equipment, vehicles, or materials, if any, which will be brought onto the Property. GTI Energy's receipt of said explanation shall be for GTI's information and shall not be construed as GTI Energy's endorsement or approval of Contractor's means or methods.
3. Contractor shall not have access to the Property without providing prior written notice acknowledged and approved by GTI Energy confirming Contractor's plans.
4. Contractor's access, in terms of the date, time, and duration of access to the Property shall depend on and be subject to GTI Energy's business requirements and operating conditions, including, but not limited to, the availability of GTI Energy's personnel or GTI Energy's superseding needs or commitments.
5. GTI Energy incurs no liability or obligation to Contractor by reason of Contractor's access, or permission for access, to the Property. Contractor, for the purpose of fulfilling its duties hereunder to defend, indemnify, and hold harmless, hereby waives any and all immunity rights or protections created by the Workers' Compensation Act and agrees that the obligation to defend, indemnify, and hold harmless GTI Energy shall apply to, but not be limited to, actions brought by Contractor's own employees.
6. GTI Energy makes no guarantee or warranty as to the condition of the Property, or GTI's operations conducted thereon, and Contractor assumes all risks, obligations, responsibility, and liability in conjunction with any access to the Property. GTI shall have no obligation to coordinate the activities of Contractor and any other person or entity on GTI Energy's property.
7. GTI Energy's permission to Contractor creates no property rights, whether legal or equitable, in Contractor, and said license is revocable at will.
8. Contractor shall have no permission to store any equipment, materials, or vehicles on the Property, nor to erect any structures or install any fixtures on the Property.
9. Contractor's failure to insist in any one or more instances upon the strict performance of any provision of this Purchase Order shall not operate as a waiver.
10. Contractor agrees that the terms and conditions of this Purchase Order shall bind Contractor's successors and assigns.
11. GTI shall maintain the superseding right to use of its real and personal property at all times.
12. Contractor makes the representations and promises made in this Purchase Order as a material inducement to GTI Energy for its permission to permit access to the Property, and Contractor acknowledges that GTI Energy's permission for access to its Property constitutes valuable consideration.
13. GTI Energy reserves the right, in the exercise of its sole judgment and discretion, to deny access to any individual or to deny access for particular items of equipment, vehicles, or materials which could interfere, hinder, or delay GTI Energy's operations or pose any risk of personal injury, death, or property damage.
14. Contractor shall not damage GTI Energy's lands and shall not remove, rearrange, or damage Contractor's personal property or fixtures, except as specifically provided herein.
15. GTI Energy shall have no obligation to provide Contractor with any information. However, any such information provided to Contractor shall be for informational purposes only and shall not be guaranteed or warranted in any way.
16. Contractor shall not bring any hazardous waste, explosives, or toxic waste onto the Property.