

# General Terms and Conditions for the Sale of Products or Services

## Introduction:

Sale of any Products or Services, , is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance. Fulfillment by Seller of any order by Buyer shall not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

## **1. Definitions**

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement, but expressly excluding any additional or different terms proposed by Buyer in accordance with the Notice provision above. Unless expressly agreed to in writing and signed by seller, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products or Services or in Seller's confirmation of Buyer's purchase order, including adjustments (if any).

"Products" means the goods and services Seller has agreed to supply to Buyer under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these "General Terms and Conditions for the Sale of Products or Services," together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing. delivery, according to chosen means

## **2. Delivery and Shipping Terms**

(a) Unless otherwise agreed, Seller shall deliver Products to Buyer facility or warehouse on FCA base (Incoterms 2020) or under other, agreed terms of transport and destination. Buyer shall pay all delivery costs and charges or pay back Seller's standard shipping charges plus handling. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. The Seller notifies the Buyer by e-mail about the delivery (delivery notice) at least 2 business days before sending the Products. Failure to collect the notification by the Buyer does not release him from the obligation to collect the shipped Products. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption.

If Products delivered do not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation, Buyer shall notify Seller within ten (10) days after receipt.

(b) For export shipments from a Seller facility or warehouse in Poland, title deed shall pass to Buyer upon delivery, in accordance with Section 2(a), immediately after each Product leaves the customs territory of Poland. In case of deliveries made from Poland within the European Union, the rules regarding Intra-Community Delivery of Goods, apply.

(c) When Buyer arranges the export shipment, Buyer will provide the Seller with evidence of exportation as document acceptable by the relevant tax and custom authorities.

(d) If any Products to be delivered under the Contract cannot be shipped to or received by Buyer when ready, due to any cause attributable to Buyer, Seller may transfer the Products to a storage facility, including storage at an agreed freight forwarder. If Seller places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) a fee of two percent (2%) of the value of the Products will be charged to Buyer for every week of storage; and (iv) upon payment of all amounts due, Seller shall make Products available to the Buyer for delivery.

(e) Any liability of Seller for non-delivery or partial delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

### **3. Cancellation or alteration of Purchase Order**

All cancellations or alterations of Purchase Order can be made in written only.

In case of advance payment mode only and before payment reached Seller's bankers, Buyer may cancel its order without giving reason; in such a case, the Seller's consent to cancel the order is not mandatory.

In all other cases of deferred payment or in case the payment is made, cancellation of the order is possible only with the written consent of Seller, which Seller may refuse in its sole discretion

All cancellations will be subject to payment to Seller of justified cancellation charges. ,the amount of which is determined by the Seller and which is non-negotiable.

Any changes to the order submitted by the Buyer, in particular those relating to the total value of the order and delivery terms, are possible only with the Seller's written consent, which the Seller may refuse in its sole discretion.

### **4. Inspection and Acceptance of Products**

Buyer shall inspect all Products within ten (10) days of the transfer of title to Buyer in accordance with Article 2. Buyer shall be deemed to have accepted all Products unless Buyer notifies Seller in writing during such ten (10) day period that any Product(s) do not conform to the applicable Seller specifications. Buyer may return Products (including any nonconforming Products) only at its sole cost and only with the prior written authorization of Seller, subject to a restocking fee as agreed by the parties. At Seller's sole option, Seller will repair or replace any nonconforming Products or refund to Buyer the purchase price for such Products, in any case as Buyer's sole remedy for such

nonconforming Products. Notwithstanding the foregoing, no returns of special, custom, or made-to-order Products will be permitted. No returns will be permitted, in any case, more than sixty (60) days after delivery as per evidence of export (Article 2 c).

## **5. Contract Price**

(a) Buyer shall purchase the Products and, if applicable, shall pay for the Services provided, from Seller at the Contract Price. Prices may change, in such a case The Seller will notify the Buyer of any price increases within a minimum of 30 calendar days of the planned change. Price changes do not require the buyer's consent as long as they do not exceed 30% of the starting price. If the Buyer does not consent to a change in Product price(s), the Seller has the immediate right to withdraw this Product from the Price List and offer, until further notice. All prices shall be confidential, and Buyer shall not disclose such prices to any party in accordance with Article 13.

(b) All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

(c) The Contract Price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.

## **6. Payment Terms**

(a) Standard Terms of payment are 100% prepayment by transfer to the Seller's bank account payable in full in the currency specified on the invoice. Other forms of payment are permitted, if agreed by the parties before the Buyer places the order.

(b) Buyer shall pay interest on all late payments at the yearly interest rate of 22.5% calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

(d) If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within ten(10) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed after ten (10) days and shall be due and payable as set forth above.

## **7. Other Buyer's and Seller's rights and obligations**

Buyer shall indemnify, defend and hold harmless Seller from and against all damages, losses, expenses and costs (including reasonable attorneys' fees and costs and expenses related to the enforcement by Seller of any such indemnity obligation) related to or arising from claims brought by

a third party, on account of personal injury or damage to tangible property in connection with Buyer's obligations under the Contract and/or Buyer's handling, use, or sale of the Products.

Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of:

- (i) Buyer's insolvency,
- (ii) Buyer's filing of a voluntary petition in bankruptcy,
- (iii) the appointment of a receiver or trustee for Buyer or
- (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

## **9. Intellectual Property Rights**

(a) Seller is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third parties are infringed by goods received from suppliers and/or buyers via Seller or any third parties, including but not limited to goods, models, and drawings for the manufacture and/or delivery of certain Products.

(b) In the absence of written agreement to the contrary, Seller holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates, and other goods that it has issued.

(c) Buyer agrees that no express or implied licenses or other rights relating to any intellectual property of Seller, or the Products are provided to Buyer hereunder. Title in all intellectual property of Seller and the Products (including intellectual property licensed to Seller) shall remain at all times in Seller.

## **10. Compliance with laws by the Buyer and the Seller**

(a) Seller shall take reasonable steps to ensure the Products are in conformity with declared specifications and with applicable laws and regulations; Buyer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to federal, state or local laws, regulations, ordinances, codes or standards, except as expressly set forth by Seller in writing. Buyer shall comply with all applicable laws, regulations and ordinances. Seller may terminate the Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

(b) Buyer is responsible for applying for import permits, if required, depending on end user or final destination country. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer will not transship, re-export, divert or redirect the Products other than to the final destination country declared by Buyer and identified as the final destination country on Seller's invoice. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all costs, liabilities, penalties, sanctions and fines related to failure to comply with applicable export laws and regulations, including reasonable attorneys' fees and the costs and expenses of Seller's enforcement of any such indemnification obligations. .

(c) Buyer represents and warrants that it is not subject to any trade sanctions imposed by the U.S., EU and/or UN and that it is in compliance and shall comply with all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Seller may reasonably request from time to time.

(d) Buyer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Buyer is not on, nor is Buyer associated with any organization that is on, any list of entities maintained by the United States Government that identifies parties to which the sale of goods or services is restricted or prohibited.

(e) Buyer and Seller may be subject to the European Union's General Data Protection Regulation (EU) 2016/679 (the "GDPR"). Buyer and Seller shall comply with all applicable provisions of the GDPR. In performing this Agreement, it may be necessary for, and Supplier has a "legitimate interest" in, "processing" Buyer's "personal data", as those terms are defined in the GDPR.

## **11. Termination**

In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate the Contract with immediate effect upon written notice to Buyer, if Buyer:

- (i) fails to pay any amount when due under the Contract and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment;
- (ii) (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or
- (iii) (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

## **12. Waiver**

No waiver by Seller of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## **13. Confidentiality clause**

All non-public, confidential or proprietary information of Buyer or Seller or provided by Buyer or Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by both by the parties to another party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Contract is confidential, solely for the use of performing the Contract and may not be disclosed or copied unless authorized in advance by by the party concerned, in writing. Both Parties and their attorneys agree that, except for matters of public record as of the date of the Agreement, they will keep the terms and contents of the Agreement confidential and that

they will not hereinafter disclose the terms of the Agreement to third persons except as compelled by applicable law or to individuals who have a need to know about the Agreement and its contents, for the sake of its performance and such as Contracting Parties' legal counsel, tax advisors, or other retained professional representatives, all of whom shall be informed and bound by this confidentiality clause. In no event will any party make or cause to be made any comment, written statement, or press release to any member of the media concerning the fact of this settlement or the substance or terms of this settlement.

#### **14. Force Majeure**

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, or Seller's suppliers, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or the worsening, escalation or expansion of any of the foregoing.

#### **15. Assignment**

Buyer shall not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Article is null and void and shall not relieve Buyer of any of its obligations under the Contract.

#### **16. Relationship of the Parties**

The relationship between the parties is that of independent contractors. Nothing contained in the Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

#### **17. Governing Law**

All matters arising out of or relating to the Contract are governed by and construed in accordance with the laws of Poland, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

#### **18. Submission to Jurisdiction**

Any legal claims, actions or proceedings arising out of or related to the Agreement will be referred to the Court of Arbitration at the Polish Chamber of Commerce in Warsaw and will be resolved on the basis of the Arbitration Rules of this Court, in force on the date of initiation of the proceedings, by an arbitrator or arbitrators appointed in accordance with these Rules. . The decision of the arbitrator(s) will be final and binding on both parties and neither party will seek recourse to any court or other authority to review the decision. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding arising under these Terms.

## **19. Notices**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic transmission (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Contract, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Article.

## **20. Severability**

If any term or provision of the Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **21 Other provisions**

### **(a) Change and modification**

These Terms and Conditions may only be amended or modified in writing by an authorized representative of each party.

### **(b) Conditions Integrity**

Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof.

### **(c) Survival**

Provisions of these Terms and Conditions that are inherently applicable during the effective period of the Contract shall survive any termination or expiration of the Contract by definition, including, without limitation, the following provisions: legality, confidential information, governing law, application and submission to jurisdiction.

### **(d) Language**

The parties have expressly requested that the Contract and all related documents be drafted in the English language.