

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale, hereinafter referred to as GTCS, define the rules for concluding and performing agreements for the selling of goods and rendering of services by **Zakłady Automatyki „POLNA” Spółka Akcyjna** residing in Przemyśl, at: ul. Obozowa 23, 37-700 Przemyśl, recorded in the register of entrepreneurs – National Court Register, company registration documents kept by the District Court in Rzeszów, XII Commercial Division of the National Court Register, under KRS number: 0000090173, tax ID (NIP): 7950200705, share capital (fully paid-in): PLN 5 379 435.80, hereinafter referred to as the “Seller,” said goods to be delivered and said services to be rendered to other entities which shall hereinafter be referred to as “Buyer(s)” or “Client(s)”.

GTCS shall form an integral part of all agreements for selling goods and rendering services concluded by and between the Seller and Buyers/Clients. Particular provisions of GTCS may be changed or excluded only with the Seller's prior written consent under pain of nullity. If there are discrepancies between the contents of these GTCS and the wording of an agreement between the parties, the provisions of such an agreement shall prevail.

The Seller further rejects all terms and conditions of the Client which are contrary to or inconsistent with these GTCS unless their application is confirmed by both parties to the relevant agreement in writing.

### 1. OFFER

1. Offers, advertisements, catalogues, brochures, price lists, and other announcements regarding products offered by the Seller are strictly informational and may not be considered an offer in the meaning of the Civil Code. Consequently, they are not binding until the Seller properly confirms them.
2. Offers are subject to change. In order to be effective, orders and additional agreements shall require additional confirmation of their validity by the Seller in writing; the same shall apply to changes and amendments of these GTCS.

### 2. AGREEMENT CONCLUSION

1. An agreement shall be concluded by means of a Buyer placing a written order and the Seller accepting (confirming) the same. An order shall be considered accepted upon submission to the Buyer of a written order acceptance confirmation by the Seller via electronic mail or in a physical form (by mail, by fax) if such a mode of document exchange is used.
2. The Seller reserves proprietary rights and copyrights to illustrations, drawings, calculations, and other documentation, as well as to presentation of technical processes. The Client may only make such information available to third parties with the Seller's prior written consent.
3. The Seller reserves the right to request that the Buyer - before the performance of an order commences - establish irrevocable payment guarantees for the benefit of the Seller in the form of:
  - a) a bank guarantee,
  - b) a documented letter of credit,
  - c) an insurance policy,
  - d) an assignment of liabilities,
  - e) an own promissory note with a “no objection” clause.

### 3. PRICE

1. Unless otherwise indicated in an order confirmation, the Seller's prices shall apply on an FCA Przemyśl basis and shall include the sales price of goods, the value of services, and the cost of standard product packaging. If it is necessary under the law or standards or a request made by the Client, the Seller shall ensure additional packaging for goods for a fee. Such an additional fee shall not include costs related to transporting goods from the Seller's warehouse and assembling/installing ordered goods at a venue designated by the Buyer.
2. Prices indicated in offers shall be binding throughout validity periods indicated therein.
3. Prices of goods proposed by the Seller shall not include VAT unless expressly stated otherwise.
4. Orders placed by the Buyer shall include identification details of the Buyer (name, registered address, tax ID (NIP) ), as well as all pertinent information about the ordered goods enabling its

identification and information about how the goods have been prepared for transportation. If the foregoing condition is not met and the Seller delivers goods which do not meet the Buyer's needs, the Buyer shall be held liable and this may not be used as grounds for making a complaint.

5. Terms and conditions of delivery to the Buyer shall be defined on a case-by-case basis for every order. In the absence of such arrangements goods are to be received at the Seller's warehouse.
6. Any discounts, rebates, and price reductions granted by the Seller shall require separate arrangements made in writing.

#### **4. TERMS OF PAYMENT**

1. Terms of payment shall be defined separately for each order; unless otherwise agreed-upon, payment deadline shall be calculated on the basis of invoice issuance date.
2. The Seller shall have the right to collect an advance payment from the Buyer. The amount of such an advance payment shall be defined separately. The advance payment shall be settled upon receipt of the final batch of goods. If the Buyer fails to receive goods, the Seller shall keep the advance payment as a contractual penalty.
3. If the Buyer fails to make payments due under a previous order or related thereto, goods shall be released for receipt and acceptance after all overdue amounts have been paid.

#### **5. ORDER PERFORMANCE**

1. Order performance date shall be defined for each order separately.
2. If there is a delay regarding the delivery of goods not attributable to the Seller, the order performance date shall be postponed by the duration of such circumstances rendering it impossible for the Seller to promptly perform a given order. If the delivery of goods is delayed, the Seller shall immediately notify the Buyer of the underlying causes thereof, indicating a new expected order performance date.
3. The Seller shall not be liable for failing to perform an order or performing an order improperly if this is due to *force majeure* circumstances. The term *force majeure* shall be understood to mean unexpected events and circumstances occurring after the conclusion date of the agreement which the Seller could not have foreseen or prevented. Force majeure shall include, in particular, military activity, earthquakes, floods, fires, acts of authorities, riots, strikes, blockages of roads, natural disasters, economic crises, and other circumstances beyond the Seller's control. In the event of force majeure, the Seller shall be released from its contractual obligations towards the Buyer for as long as such force majeure circumstances continue to affect them. If this is the case, deadlines and performance dates agreed-upon with the Client shall be postponed by the duration of force majeure and the period necessary to remove its consequences. If the Seller cannot fulfil its obligations due to the occurrence of force majeure, the Seller shall notify the Client of this reasonably well in advance.

#### **6. DELIVERY**

1. Unless otherwise agreed-upon by the parties, goods shall be delivered at the Buyer's expense according to transport rules jointly agreed-upon by the parties. If no terms and conditions regarding shipment of goods have been agreed-upon, the Seller shall, at its own discretion, commission transport of the goods to a venue indicated by the Buyer to a professional entity.
2. The Seller shall not be liable for losses or changes of or damage to goods in transit. Damage to goods shall not release the Buyer from their obligation to pay for them and shall not give the Buyer the right to request that defect-free goods be delivered or to request that damages be paid.
3. If the Buyer expressly requests it, the Seller shall insure the transportation of goods according to the terms and conditions proposed by the Buyer and at the Buyer's expense.

#### **7. ACCEPTANCE, TRANSFER OF RESPONSIBILITY FOR GOODS**

1. If goods are received from the Seller's warehouse by the Buyer using their own means of transport, responsibility for such goods shall be transferred to the Buyer upon such goods being released from the warehouse.
2. If the Buyer commissions the receipt of goods to an independent carrier, responsibility for such goods shall be transferred to the Buyer upon release of such goods to the carrier.

3. The Seller shall have the right to conclude that if goods are delivered to a delivery address indicated by the Buyer and such goods are received by an authorised representative of the Buyer, that the relevant confirmation of receipt shall be binding for the Buyer and the Seller.
4. The Buyer shall be obliged to inspect delivered goods in terms of their quality and quantity and correctness of the product range delivered immediately after they are delivered and to make the relevant notes in the shipment document or another document confirming the delivery of goods in the presence of the carrier.
5. If the Buyer has any reservations, the Buyer shall immediately notify the Seller of them in writing and make it possible for the Seller to examine delivered goods in their original condition.
6. If the Buyer receives goods without reporting any reservations in line with section 5, this shall mean that goods were properly delivered in line with the order and order confirmation.
7. If it is impossible to objectively inspect delivered goods in view of the type of packaging used or for other reasons, inspection upon delivery should include shipping documents, number and condition of the pieces of packaging, gross weight, and data regarding the marking of goods on the packaging, as well as any visible external damage. As soon as possible, and within 7 days from the unpacking of goods and before they are used, a detailed inspection shall be carried out and if defects or irregularities are detected in such delivered goods, its results shall be immediately communicated to the Seller.
8. The Buyer shall complete all formal steps described in the preceding points under pain of losing their right to level any claims against the Seller.
9. Concealed defects are to be reported to the Seller as soon as they are detected and within 30 days from receiving the goods.
10. The Seller shall not be liable for the agreement not being performed on time if such delays are not exclusively up to the Seller.

## **8. GUARANTEE**

1. The Seller shall grant the Buyer a guarantee for goods sold to them for a period of 24 months from the goods delivery date (and if the relevant agreement also covers assembly/installation of goods - from the completion of such activities). The Seller represents that goods shall remain functional throughout the term of the guarantee and that the technological parameters defined in the technical specification enclosed to goods shall be achieved.
2. Depending, without limitation, on the conditions in which goods are used and the requirements of the Client and if this is justified, it shall be possible to make case-by-case arrangements regarding extending or shortening the validity period of the guarantee.
3. The guarantee shall not extend to defects, malfunctions, and damage to goods caused by improper use, assembly/installation (if not performed by the Seller), regular wear and tear, or interference with goods by an unauthorised entity.
4. The Seller shall remove any physical defects of goods at its own expense as the preferred solution or deliver defect-free goods if defects are detected during the validity period of the guarantee which are due to the nature of goods sold.
5. The Buyer shall lose their rights under the guarantee if the Buyer fails to notify the Seller of a defect in writing within 7 days from its detection and such a notification shall have to be via registered mail or to the relevant designated e-mail address.
6. The Seller shall commence with activities aimed at removing defects or malfunctions of goods within 7 (seven) business days from being effectively notified of them by the Buyer.
7. The Buyer shall lose its rights under the guarantee if they repair goods without the Seller's consent, interfere with the goods (separation of elements), or compromise the security measures of the goods.
8. Due to the guarantee granted by the Seller, the Buyer's rights under warranty are hereby excluded.

## **9. RESCISSION OF THE AGREEMENT**

1. The Buyer shall have the right to rescind the agreement exclusively with the Seller's prior written consent.
2. The Buyer may rescind the agreement if the Seller is in default with performing an order by more than 60 (sixty) days from the performance date indicated in the relevant confirmation after urging the Seller in writing to perform such an order by an additional deadline of 7 (seven) days.

3. If the Buyer rescinds the agreement for reasons indicated in section 2, the Seller shall return the portion of the relevant price and remuneration paid to-date to the Buyer.
4. The Seller may rescind the agreement if the Buyer is in default with paying any portion of amounts due.
5. If the Buyer cancels their order for goods which have already been produced or whose production is in progress or if the Seller has already ordered non-standard components for their production, the Buyer shall pay the relevant amount due in its entirety. The same shall apply if finished goods are not received within 30 days.
6. The parties may terminate the agreement at any time by mutual consent expressed in writing under pain of nullity.

## **10. LIABILITY**

1. The scope of the Seller's liability related to concluding an agreement or selling goods shall not include repairing damage due to lost expected benefits, lost profit, production losses, loss of market renown, etc.
2. The Seller shall not be liable for goods delivered under an order being suitable for purposes intended by the Buyer.

## **11. TRANSFER OF TITLE OF OWNERSHIP**

1. The Seller would like to make it clear that the title of ownership to sold goods shall be transferred to the Buyer only upon payment of the entire price to the Seller. If objects are mixed or combined, the parties shall become co-owners of such a mixture or combination. Application of article 193 § 2 of the Civil Code is hereby excluded.
2. Until the price has been paid in its entirety, the Seller shall have the right to reclaim goods in the possession of the Buyer or a third party to whom goods have been entrusted or under their control. The Buyer shall make it possible for the Seller to freely access and collect such goods.

## **12. PERSONAL DATA**

1. The Seller is a personal data ("Data") collector as far as data submitted by the Buyer regarding their company, contact data of people involved in their cooperation, and identification data of people ordering or receiving goods are concerned.
2. Data are processed for concluding and performing an agreement to which the Buyer is a party and for forwarding reasonable interests of the Seller (e.g. marketing activity, fraud prevention). Data shall be processed until prescription applies to claims under the agreement or until the relevant statutory obligation to store data has expired (e.g. to keep accounting records); as far as the reasonable interests of the collector are concerned - until cessation of such interests or until the relevant objection is made by the Buyer.
3. Data may be transmitted to entities processing personal data at the request of the Seller, e.g. to IT service providers, to entities processing Data for purposes related to debt collection, in connection with business partner financial vetting, and to marketing agencies. Data may also be transmitted to third parties for purposes indicated above.
4. The Buyer shall have the right to access Data, correct them, delete them, or restrict their processing. The Buyer may object to the processing of Data on the basis of the reasonable interests of the Seller. The Buyer shall have the right to move Data and to receive Data in a structured machine-readable form. The Buyer shall have the right to file a complaint with the supervisory authority. Questions and applications related to Data are to be sent to the Seller's address.
5. Data connected with a concluded agreement / serviced rendered thereunder are provided voluntarily but their provision is necessary for concluding and performing such an agreement - if Data are not provided, it shall be impossible to conclude the agreement / render services.
6. The Seller shall not take automated decisions and Data are not subjected to profiling.

### **13. FINAL PROVISIONS**

1. These GTCS shall be subject exclusively to Polish law and to the authority of Polish courts of general jurisdiction.
2. The relevant provisions of the Civil Code shall apply to matters not provided for herein.
3. Any disputes that may arise in connection with the performance of agreements shall be resolved by a court of general jurisdiction relevant to the registered office of the Seller.