

General Terms and Conditions of Export Sale of Relpol S.A.

§1

GENERAL PROVISIONS

- 1) The General Terms and Conditions of Export Sale Relpol S.A. apply only to the transactions of export sale of goods and services offered by Relpol S.A. . "The Seller:" means the company of Relpol S.A. based in Żary at ul. 11 Listopada 37 whereas "the Buyer" means a natural or legal person who purchases the Goods under a sale contract as construed by the Civil Code, and "the Goods" mean the products or services which the Seller shall supply to the Buyer on the basis of an approved order. Export sales means the sale of goods and services when the customer is domiciled or established outside the Polish territory.
- 2) The Seller publishes the General Terms and Conditions of Relpol S.A. at their website, i.e. www.repol.pl to provide the Buyer with terms and conditions of these regulations prior to signing the Contract. The Buyer is free to copy, store and reproduce the General Terms and Conditions of Relpol S.A.
- 3) These terms and conditions, together with Seller's quotation, order acknowledgement and invoice to a Purchase Order accepted by Seller, constitute the entire contract of sale and purchase between Seller and Buyer with respect to the Products covered by this Agreement, will supersede all previous communications, agreements or contracts, written or verbal between Seller and Buyer, and no understanding, agreement, term, condition or trade custom at variance herewith will be binding on Seller. In the event of a conflict between or among the terms of documents relating to the Products, the following order of priority will govern, except where the specific terms of a document provide otherwise: (a) any applicable order acknowledgment and invoice; (b) this Agreement; (c) the applicable quotation; and (d) the applicable Purchase Order. No waiver, amendment or modification of the terms and conditions hereof will be effective unless in writing and signed by an officer of Seller.
- 4) The regulations applied by the Buyer which differ in contents from the general terms and conditions of sales of Relpol S.A. are not accepted by the latter. Any additional or different terms and conditions of trade applied by the Buyer are binding for Relpol S.A. only after they have been approved by Relpol S.A. in writing.
- 5) The Buyer consents to processing of their data by the Seller for the purposes of issuing invoices, trade statistics and product marketing. Under the Act on Rendering Electronic Services of 2019 (Journal of Laws No. 123 of 2019), the Buyer consents also to receipt of electronic trade information and, for this purpose, they shall provide the Seller the address of the Buyer's electronic mail box where the Seller shall send any correspondence. The Seller guarantees that the Buyer's data shall not be disclosed to any third Parties or other organizations.

§2

SUBJECT AND SCOPE OF THE OFFER

1) WRITTEN OFFER

- a) The terms and conditions of the offer pertain exclusively to the goods and services specified in the written offer and they do not oblige the Seller to any additional deliveries or services
- b) The Seller's offer remains valid for one month from the date of same unless the offer states otherwise.

- c) Prior to completion of the first order, the Buyer shall provide the necessary documents relating to the activities run by the Buyer and – except sale against money collection – cash:
 - a valid copy of the National Court Register or entry in the register of business activities;
 - certificate of the Tax Identification Number.

2) CATALOG OFFER

- a) The information provided in catalogs, folders, Internet services, in pictures and technical drawings or other advertisement means is of solely informational nature and such information shall be binding for the Seller only when it is confirmed in writing by authorized staff.
- b) With reference to the policy of permanent development, the Seller reserves the right to introduce any amendments in the aforementioned materials at any time with no obligation to inform about such amendments.
- c) Any materials supplied to the Buyer remain the property of the Seller. Copying, introducing any changes in the data presented and use of any changed data is forbidden unless consented to by the Seller.

§3 PRECAUTIONS

- 1) Ensure that the parameters of the product described in its specification provide a safety margin for the appropriate operation of the device or system and never use the product in circumstances which exceed the parameters of the product.
- 2) Never touch any live parts of the device.
- 3) Ensure that the product has been connected correctly. An incorrect connection may cause malfunction, excessive heating or risk of fire.
- 4) In case of any risk of any serious material loss or death or injuries of humans or animals, the devices or systems shall be designed so to equip them with double safety system to guarantee their reliable operation.

§4 CONTRACT CONCLUSION

- 1) The Seller responds to the enquiry and provides the Buyer with an offer via e-mail or fax. Following the offer, the Buyer places an order via e-mail, fax, letter, phone or in person. The Seller may require a written confirmation of an order placed on the phone.
- 2) The Seller's offer remain valid for 30 days unless it explicitly states otherwise.
- 3) The Buyer may place their order despite the absence of the Seller's offer. The Seller may accept such order and confirm it via e-mail, fax, phone or a letter or by supply of the ordered goods to the Buyer. In such a case, the Buyer's order is understood as an offer for purchase.
- 4) Purchase Orders acknowledged or shipped by Seller may not be canceled, altered or modified by Buyer except as otherwise permitted herein or agreed to in writing by Seller. Buyer will indemnify Seller for all costs and expenses already incurred and commitments made by Seller related to any terminated, cancelled or modified Purchase Order. Buyer will be responsible for cancellation charges of the actual selling price for any cancelled or returned Special Products.
- 5) Addresses for delivery of orders:
 - a) fax +48 68 47 90 824
 - b) e-mail: export@relpol.com.pl
 - c) Relpol S.A. 68-200 Żary ul. 11 Listopada 37

§5
PRICES AND PAYMENT TERMS

- 1) The prices of the goods and services offered by the Seller presented in the pricelists are expressed in EURO.
- 2) The prices of the goods and services offered by the Seller presented in the offers and pricelists do not include the goods and services tax (VAT).
- 3) Prices and other information shown in any Seller publication (including product catalogs, brochures and electronic price lists) or provided by Seller verbally are subject to change without notice and to written confirmation by Seller. Such publications and verbal quotations are maintained and provided to Buyer only as a source of general information. Published or quoted Product prices do not include sales, use, excise, customs, value-added or similar taxes. Such taxes shall be the responsibility of Buyer and invoiced as a separate item to be paid by Buyer. Failure by the Seller to collect any such fees or taxes shall not affect Buyer's obligations hereunder, and Buyer shall fully defend, indemnify and hold harmless Seller with respect to such tax obligations.
- 4) Payment terms. The Buyer shall pay the entire amount for the Goods specified in the invoice at the time indicated therein.
- 5) Buyer shall not be entitled to withhold payment of any invoice by reason of any right of set off or any claim or dispute with Seller, whether relating to the quality or performance of the Goods or otherwise.
- 6) In case the Buyer fails to effect any payment in due time, the Seller may:
 - a) renounce the contract or suspend any further deliveries to the Buyer;
 - b) consider any payments effected by the Buyer as the interest due or receivables for the goods delivered under any other contract between the Buyer and the Seller (irrespectively of the purpose of such payments specified by the Buyer).
- 7) All overdue amounts must be paid before additional shipments are made, and Seller reserves the right to cancel any Purchase Order or refuse to accept or fill any Purchase Order then outstanding until all overdue amounts are paid in full. In the event that Seller, in its sole and absolute discretion, deems Buyer's credit to be unsatisfactory, Seller shall have the right, in addition to any of its other remedies, to (a) limit the amount of credit which Seller extends to Buyer and delay the delivery of Products based upon such limitations; (b) require full or partial payment in advance, (c) deliver Products to Buyer C.O.D. (Cash on Delivery), or (d) cancel or refuse to accept or fill any Purchase Order from Buyer then outstanding or thereafter placed.
- 8) The Seller declares that they are a VAT payer – Tax Identification Number: PL928-000-70-76, and that they are obliged to issue VAT invoices.
- 9) If Seller incurs exchange rate losses due to Buyer's failure to pay when payment is due, Seller shall be entitled to compensation by Buyer, equivalent to the amount of such losses.
- 10) In case the Buyer is a VAT payer, the Buyer authorizes the Seller to issue VAT invoices for the goods and services specified in any submitted and accepted order.
- 11) In case of any delay in payment from the Buyer, the Seller may claim statutory interest for each day of such delay.

§6
DELIVERY OF GOODS, PACKAGING, COLLECTION COST

- 1) The prices indicated in the offers refer to unit packaging or their multiples. In case the Buyer orders quantities different from the unit packaging, the Buyer shall be charged with extra costs. The Seller shall inform the Buyer about any extra costs related to any order of non-standard quantities of the goods.

- 2) The transportation terms and type for the goods ordered by the Buyer shall be determined under the Seller's criteria unless the Buyer states otherwise in their order. Unless otherwise agreed in writing by the parties, deliveries of Products shall be made EXW (Ex Works) Żary (Poland) Incoterms 2010. Buyer will be responsible for and shall assume all risk and liability for, and agrees to indemnify Seller for, all loss, damage or destruction of the Products, as well as the results of any use or misuse by third parties who may acquire or use the Products, after Seller's delivery of the same to the carrier. Any loss occasioned by damage or shrinkage in transit will be for Buyer's account, and Buyer shall file any damage or loss claims directly with the carrier. Unless otherwise agreed in writing by the parties, packaging methods, shipping documents and manner, route and carrier of shipment shall be at Seller's sole discretion. Seller reserves the right to ship items in a single or multiple shipments. Unless otherwise agreed in writing by the parties, all freight charges and insurance costs shall be the responsibility of Buyer and will be invoiced as a separate line item to be paid by Buyer.
- 3) The Buyer shall collect the ordered goods from the Seller at the time and place specified in the order and if such time and place has not been specified, the Buyer shall collect the goods at their domicile.
- 4) A VAT invoice is issued on the basis of issue of the goods and on the date on which the goods have been released from the Seller's store.
- 5) Any delivery of goods at the Seller's cost shall be effected solely via forwarders with whom the Seller has signed forwarding contracts.
- 6) For transactions paid in advance the goods are released from the Seller's store after the payment has been received at the Seller's account.

§7 LEAD TIMES

- 1) The Seller effects the order promptly following the receipt of same from the Buyer via e-mail, fax or in any other indirect manner if the goods are on stock unless the Buyer specifies another desired delivery time. In other cases, the goods are delivered in individually agreed time or in the time specified in the order confirmation.
- 2) Seller's delivery or shipping dates are approximate only and merely represent Seller's best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by Seller of all necessary shipping information. Seller shall not be held responsible for failure to meet estimated shipping dates, and in no event shall Seller be liable for any loss, cost, damage or expense whatsoever incurred by Buyer or its customers that may result therefrom.
- 3) The Seller may not observe the delivery lead time in case – after the Seller has accepted the order – the following circumstances occur: force majeure understood as a lockout, strike, epidemic, war, embargo, decisions of the appropriate administration and self-government bodies, fire, flood and other disasters, interruption of or delay in the supplies of raw materials, power and components.
- 4) Any occurrence of the circumstances specified in Item 2) causes suspension of the order implementation until the circumstances cease.
- 5) Suspension of the order implementation shall not entitle the Buyer to any indemnity unless the Parties decide otherwise. A delivery may be withheld when the order remains beyond the Buyer's credit limit or when the Buyer's account includes overdue invoices.
- 6) The goods are issued at the time the goods leave the Seller's store and are delivered to the Buyer or – if the goods are delivered via a carrier (by mail or by other transportation means) – the goods are considered issued on delivery of same to the carrier.

- 7) In case the Seller fails to deliver the ordered goods to the Buyer in time, the Seller shall advise the Buyer of a new delivery time. The Buyer shall confirm the new delivery time and failure to do so within three working days shall be considered as an acceptance of such new delivery time. In such a case, any claims of the Buyer due to a delayed delivery are excluded.
- 8) Absence of the Buyer's acceptance of a new delivery time is considered as avoidance of the contract. In such a case, any claims of the Buyer due to a delayed delivery are excluded.

§8 GUARANTEE

- 1) The Seller gives warranty for the goods sold under the terms and conditions specified in this section.
- 2) The warranty set out in this section shall not cover all non-standard products (non-catalogue products), in which design, functional or material alterations have been made in line with a Customer's instructions and at a Customer's request, or in agreement with a Customer. Terms and conditions for such products are set forth in a separate understanding or agreement concluded between the Seller and the Buyer in writing, or else null and void..
- 3) DURATION OF THE GUARANTEE
 - a) The guarantee for the products sold by the Seller covers 24 months from the date the goods were issued.
 - b) The guarantee is valid for the Buyer only.
 - c) Goods replaced or parts repaired within the guarantee period are covered with a guarantee for 12 months.
- 4) SCOPE OF THE GUARANTEE
 - a) The Seller undertakes to remove any physical defects in the goods sold to the Buyer in case such defects occur due to an erroneous concept developed by the Seller, defective raw material or workmanship.
 - b) The Seller shall not be liable for any defects occurring due to:
 - any concept of workmanship or assembly imposed by the Buyer,
 - failure to observe the principles of the proper operation,
 - storing the goods in inappropriate conditions.
 - c) The guarantee does not cover any replacement or repairs of the goods arising from normal wear and tear or damages arising from negligence, absence of supervision, inappropriate use, failure to observe the rules of good electrical engineering practices.
 - d) The terms of the guarantee if the Buyer notifies the Seller in writing (by filling out the claim form published at the website of Relpol S.A.) about the defects immediately and not later than within 7 days from the day the defects were detected, including a detailed description of the scope of the defects, circumstances under which they occurred as well as the type of the device in which the goods are applied and the nature of the installation.
 - e) The goods damaged under the circumstances beyond the Seller's control shall not be claimed.
 - f) The Seller shall not be liable on the basis of a contract or any other legal basis for any indirect, incidental, consequential damages including lost benefits of the Buyer or a third party.
 - g) In any case, regardless of the cause or the object of the claim, the total liability of the Seller from all titles is limited to the net price of the item being the subject of the claim.

§9 WARRANTY FOR DEFECTS

- 1) The Buyer should promptly check the delivered goods and notify the Seller about any defects or shortages in quantity found. The defects should be described in detail in the claim form. If technically feasible, technical parameters which are not fulfilled should be specified together with the deviation from those given in the specification. If the defects are visible, photographs should be attached to document same. In case the information delivered by the Buyer is not sufficient to

examine the claim, the Seller may reject such claim. Should the Buyer fail to follow this procedure, the warranty ceases.

- 2) In case of any quantity shortages or defects, the Buyer may demand a delivery of the goods free of defects and complementing the quantity. The choice of one of the aforementioned rights depends on the Buyer, however, in case of any demand to remove the defects or replace the goods with the products free of defects, it is the Seller who takes the final decision whether the defects should be removed or the goods replaced with products free of defects. The cost of removal of defects, delivery of products free of defects or complementing the quantities is incurred by the Seller.
- 3) Within 14 days from the date of claim (understood as the delivery of the claimed goods together with the claim form filled out correctly), the Seller undertakes to respond to the claim in writing. In case the Seller approves of the claim, the Seller shall remove the defects and if this is impossible, the Seller shall replace the goods with products free of defects. In case special tests are necessary, the time for the examination of the claim shall be prolonged. In case the Seller finds out that the claim is unjustified, the Seller may charge the Buyer with the costs of tests.
- 4) Any claims concerning deliveries, inconsistency of a delivery with the invoice and order thereof or damages during transport shall be submitted not later than on collection of the goods.
- 5) In case of a claim concerning a delivery effected via a forwarder / courier, the Buyer shall compile a claim form with the participation of the forwarding agency and notify the Seller. Claims not complying with this procedure shall not be accepted.
- 6) The Buyer is entitled to claims for indemnity for any losses incurred with reference to physical defects or quantity shortages only when such losses arise from deliberate action of the Seller or their gross negligence.
- 7) The warranty does not cover any defects arising from inappropriate use or failure to follow the precautions specified in 3 hereof, assembly, maintenance and defects arising from any repairs carried out by the Buyer or third Parties contracted by the Buyer.
- 8) The Seller incurs the costs of transportation of the goods repaired or replaced under the guarantee.

§10 TERMINATION OF THE AGREEMENT

- 1) Seller shall have the right to terminate the Agreement immediately, without affecting Seller's accrued rights and without further liability if:
 - the Buyer defaults in the payment on its due date of any sum under or pursuant to any transaction under the Conditions or commits any continuing or serious breach of the Agreement and fails to remedy such breach (if remediable) within ten days notice to do so; or
 - any of the following events occur:
 - a) distress or execution is levied against any of the Buyer's assets and is not paid or discharged within seven days; or a judgment against the Buyer remains unsatisfied for more than seven days; or a receiver is appointed with respect to any of the Buyer's assets; or
 - b) a petition is presented for the winding up of or for an administration order to be made in relation to the Buyer; or a resolution passed for the Buyer's winding up (other than a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms approved in writing by Seller); or
 - c) the Buyer suspends or threatens to suspend payment of its debts or is deemed unable to pay its debts; or ceases or threatens to cease to carry on its business or any material part as a going concern; or as a result of any change in the powers, business or circumstances of the Buyer it is unlikely to be in a position to fulfill the Agreement or any transaction pursuant to it; or

- d) any event in a foreign jurisdiction analogous to, or comparable with (a) to (c) above; or
- e) at any time Seller has reasonable grounds to believe that any of the events mentioned in (a) and (b) above is likely to happen within a period of three months thereafter.

2) On termination of the Agreement for any reason:

- Seller shall be discharged from any further liability to perform under the Agreement;
- the Buyer shall pay Seller on demand for all work performed by Seller for the Buyer prior to termination and all sums owed by the Buyer to Seller (including VAT) in respect of all Goods on all accounts under all transactions between Seller and the Buyer concluded at any time;
- Seller is granted an irrevocable licence to enter the Buyer's premises to recover any Goods or other materials which are Seller's property.

§11 TITLE

- 1) Title to the Products shipped to Buyer shall remain with Seller as security until full payment for such Products is made by the Buyer. Buyer shall indemnify Seller for all loss, liability, expenses, costs and damages relating to or arising from the Products prior to transfer of title to the Products pursuant to the terms hereof.

§12 OWNERSHIP OF INTELLECTUAL PROPERTY

- 1) All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, "Intellectual Property") will remain the property of Seller and will be kept confidential by Buyer in accordance with this Agreement.
- 2) Buyer shall have no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any Intellectual Property.

§13 CONFIDENTIAL INFORMATION

- 1) All information furnished or made available by Seller to Buyer in connection with the subject matter of this Agreement or of Buyer's Purchase Order shall be held in confidence by the Buyer. Buyer agrees not to use such information or disclose such information to others without Seller's prior written consent. The obligations in this paragraph will not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Buyer of any obligation herein, (b) the Buyer can show by written records was in the Buyer's possession prior to disclosure by Seller, or (c) is legally made available to the Buyer by or through a third party having no direct or indirect confidentiality obligation to Seller with respect to such information.

§14 ASSIGNMENT AND DELEGATION

- 1) No assignment of any rights or interest or delegation of any obligation or duty of Buyers under these terms and conditions, Seller's quotation, order acknowledgement, or invoice, or Buyer's Purchase Order may be made without the prior written consent of Seller. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.

§15
AMENDMENTS AND DISPUTES

- 1) Any matters not settled in the General Terms and Conditions of Sale or other provisions resolved by the Parties shall be subject to the stipulations of the Polish Civil Code. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.
- 2) Any oral agreements between the Parties shall be considered null and void unless confirmed by the Parties in writing.
- 3) Any disputes arising from sale contracts under the General Terms and Conditions of Sale shall be settled by the Polish courts competent for the domicile of the Seller.

Relpol S.A.