

GENERAL TERMS AND CONDITIONS OF SALE

I. Definitions

1. **Buyer** – a natural person, a legal person or other organizational entity without legal personality, acquiring in its own name the Goods offered by the Seller within the conducted business activity.
2. **Seller's premises** – a factory, a warehouse or other place of business or place of selling its Goods.
3. **Conditions of Sale** - these General Terms and Conditions of Sale applied by the Seller in accordance with its latest wording updated via the website and places where these Conditions of Sale are made available.
4. **Force majeure** - an extraordinary, external event, impossible to foresee or prevent, which could not have been avoided even with the utmost care of the Parties. By force majeure, the Parties understand in particular: natural disasters, natural calamity, wars, internal riots, fires, floods, epidemics, quarantine restrictions, restrictions imposed by the order of state authorities, explosions, weather anomalies, terrorist attacks, strikes, if the Seller's factory is located in the zone of exposure or danger in the event of an outbreak of avian influenza, or if the operation of its factory is disturbed by reasons not attributable to the Seller, failure to meet deadlines by subcontractors, shortages of raw materials, etc.
5. **Seller** - Inducomp Industrial Components Sp. z o.o. with its registered office in Izabelin and address: ul. Ks. Jeremiego 62, 05-080 Izabelin, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under the number KRS 0000298708, NIP: 5213470732, REGON: 141286033, with share capital of PLN 50,000.00.
6. **Parties** - the Seller and the Buyer jointly.
7. **Goods** - items, parts, materials or equipment offered for sale together with services or the services themselves, included in the commercial offer of the Seller.
8. **Agreement** - agreement for the sale of Goods concluded between the Seller and the Buyer in accordance with the principles set out in these Conditions of Sale.
9. **Order** - a voluntary declaration of will made by the Buyer specifying clearly the type and quantity of goods, aiming directly for the conclusion of the Agreement.

II. General Provisions and Scope of Application.

1. These Conditions of Sale constitute the general terms and conditions of agreements within the meaning of Article 384 of the Polish Civil Code and set out the rules of concluding Agreements on Sale of the Goods by the Seller. They are an integral part of Agreements and they are binding upon both Parties to the Agreement. They are appropriate to be applied to supply agreements, service agreements, or agreements to perform specific work executed by Inducomp Industrial Components Sp. z o.o., the subject of which are the Goods offered by the Seller.
2. The Conditions of Sale are made available to the Buyers on the Seller's website (www.inducomp.pl), in the manner enabling its storage and reproducing in the ordinary course of business, as well as in the written form at the Seller's premises. These Conditions of Sale can be adopted in any manner possible, however, only in its entirety, including by commencing the performance of the Agreement.

3. Acceptance by the Buyer the Conditions of Sale when placing the first Order shall be considered as acceptance for all subsequent Orders and Agreements.
4. The Parties exclude the application of templates drawn up by the Buyer (in particular the general terms and conditions, agreement templates, order templates, rules and regulations). Other commercial terms and conditions proposed by the Buyer may apply only if they are accepted in writing by the Seller, and only to the extent they comply with these Conditions of Sale (in any event, any terms and conditions contradictory or inconsistent with the Conditions of Sale are not applicable).
5. The Buyer is obliged to inform the Seller about any changes in his data provided in the Agreements (in particular concerning the address), otherwise any notices and VAT invoices delivered to the last known address shall be deemed duly served (applying the presumptions under the provisions of the Code of Civil Procedure).

III. Orders

1. The Agreement is effectively concluded upon:
 - a. placing the Order by the Buyer in response to the offer made by the Seller;
 - b. a final written confirmation by the Seller with regard to the scope of the placed Order in the event when the Buyer placed an order inconsistent with the offer made by Seller,
 - c. a final acceptance by the Seller of the Order placed by the Buyer, if the Order was placed without the Seller's prior offer.
2. In the event of any discrepancies as to the date of conclusion of the Agreement, the date of the final declaration by the Seller shall be prevailing.
3. The Order placed by the Buyer constitutes the acceptance of the Conditions of Sale.
4. Placing the Order, its acceptance and making declarations as to its fulfilment can be made in writing or via e-mail.
5. The Orders placed verbally, including through a telephone conversation, must be confirmed in writing, or via e-mail, unless the Seller accepts them in such a verbal form and directs them for fulfilment.
6. By accepting the order, the Buyer confirms that he is familiar with the designations of the Goods used in the offer, and he knows the technical parameters of the ordered Goods. Any declarations, certificates, and other similar documents are provided only if so agreed in the Agreement, along with a fee for issuing them, unless the obligation for providing such documents is imposed by the law.
7. All documents prepared by the Seller, including drawings, quotes, offers, etc. cannot be disclosed by the Buyer to any third parties without the consent of Seller, and are intended solely for the conclusion of a specific Agreement.
8. In the event where after the conclusion of the Agreement, the financial situation of the Buyer significantly deteriorates or relevant circumstances not known before to the Seller become apparent, causing the execution of the Agreement uncertain, the Seller is entitled to immediately terminate the Agreement in whole or in part and claim reimbursement of the incurred costs in this respect. In such a case, the Buyer has the right to claim compensation only to the extent to which the damage was caused by an intentional wrongful action of the Seller, however, not higher than the value of the ordered Goods, in accordance with the Seller's offer.
9. In the case referred to in point 8, the Seller may also make the further performance of the Agreement conditional on the Buyer making a prepayment of the entire price for the Goods under the Agreement.

IV. Prices and terms of payment

1. The price of the Goods is determined based on the Seller's price list on the date of the invoice, or based on a separate offer of the Seller submitted to the Buyer, or the Buyer's Order accepted by the Seller, depending on which price conditions apply in a given case.
2. The prices of the Goods specified in the Seller's price list may be amended by the Seller at any time. The Seller reserves the right to grant discounts, rebates, and organize promotions related to the Goods included in the offer.
3. The price is expressed in Polish zlotys or in euro, unless the Seller stipulated otherwise in the submitted offer. The VAT tax will be added to the price at the rates applicable at the date of dispatching the Goods.
4. The right of the Seller to request a payment of the price given in the VAT invoice arises upon transferring the Goods to the Buyer or handing them over to a carrier, provided that the transport is executed to the place indicated by the Buyer. The payment date is defined each time in days and calculated according to the date indicated on the VAT invoice. The date of payment shall be the date of transferring the due amount to the Seller's bank account or the day of payment in cash to persons authorized by the Seller.
5. If the Buyer fails to make a timely payment for the delivered or released Goods, or any other due amounts, the Seller has the right to make all payments under the VAT invoices issued to the Buyer immediately due and payable.
6. The Buyer shall not have the right to make a statement to the Seller on deduction of any amounts due (except for those which are not excluded from deductions under mandatory provisions of law), excluding, in each case the right to deduct amount due related to the conclusion and performance of the Agreement.
7. The Seller has the right to deduct other amounts due and liabilities, in accordance with the provisions of the Civil Code.
8. Lodging a complaint by the Buyer under no circumstances gives him the right to refuse the timely payment of amounts due to the Seller.
9. The Sellers may demand prepayment for the ordered Goods if the Seller is aware of the situation of the Buyer which may indicate that the payment for delivered goods would not be made or would be made late, particularly when the Buyer had not complied with terms of payment before, or there are grounds to bring action by the Seller against the Buyer, or the Seller instituted legal proceedings against the Buyer, in particular in connection with the Buyer's failure to perform the obligations under the Agreements.
10. If the Buyer is late with payments, the Seller is entitled to charge interest at the current maximum interest rate for the delay without any additional calls for payment.

V. Retention of title

1. The Seller shall retain the title to the Goods until receiving the full payment of the price for the Goods.
2. In the event of delay in payments, the Seller may submit a written request to return the delivered and unpaid Goods. The Buyer is obliged, at his own expense and risk, to return all unpaid Goods to the place indicated by the Seller within 14 days from the moment of issuing the request. The Goods will be handed over again to the Buyer at the Buyer's expense after full payment of the price for the Goods.
3. In case of delay in payment exceeding 60 days, the Seller has the right to rescind the Agreement, and the Buyer is obliged to return the Goods immediately. In this case, the Seller shall claim the full amount of compensation for the price of the Goods less the price of their sale by the Seller to third parties (if the sale does not take place within 30

days of their collection, the reduction will be made by their value estimated by the Seller according to the condition of the Goods on the date of return), and increased by the costs of collecting the Goods, costs of debt collection and legal services, costs of lost profits, costs of their storage, costs of their sale, and remuneration for using the Goods.

4. Upon initiation of bankruptcy or arrangement proceedings against the Buyer, the Buyer it is obliged to mark the Goods so as to indicate the existence of retention title of the Seller. In the event of seizure of the Goods owned by the Seller in enforcement proceedings against the Buyer's assets, the Buyer shall immediately notify the Seller of this fact and cooperate with the Seller with respect to exercising the Seller's right towards to entity seizing the Goods using all available means. The Buyer at the request of the Seller shall immediately provide any information relating to the Seller's Goods, in particular identifying their location. The Seller is entitled to control how the Goods are stored in a place where they are located, and to remove them, if his ownership title would be at risk of infringement or omission.

VI. Terms of collection, delivery and release of the Goods

1. Delivery of the Goods purchased by the Buyer is performed based on and under the conditions set out in the Agreement. The ordered Goods can be delivered to the Buyer by a courier, or collected personally at the Seller's premises: Inducomp Sp. z o. o. at ul. Ruchu Oporu 106A, 32-840 Zakliczyn, after prior arrangement of the date of collection.
2. Deliveries are made by the Seller via DPD and RABEN courier. The cost of delivery is included in the price of the Goods.
3. The Buyer can arrange delivery of the Goods himself at his own expense and risk through a carrier different than indicated in the above paragraph.
4. The date of delivery shall be deemed the moment of transferring the Goods to the Buyer in the case of personal collection, and in the case of delivery via a carrier, the delivery date shall be deemed the moment of transferring the Goods to a carrier for delivery, irrespective of whether a carrier is arranged by the Seller or the Buyer.
5. The Buyer is obliged to collect the ordered Goods within the deadline set in the order confirmation by the Seller. In the absence of such arrangements, the delivery or collection of the Goods shall be made at the date convenient for the Seller.
6. In the event of delay in collecting the Goods under the Agreement, the Seller shall request the Buyer in the form of e-mail correspondence to collect them immediately, assigning him an additional deadline not shorter than two business days. If the Buyer fails to collect the Goods in a timely manner, the Seller shall store them for the maximum period of 45 days. After the expiry of this period, the Seller is entitled to issue a VAT invoice for these Goods in full amount. The Seller may also charge the Buyer with the costs of storing of the unclaimed Goods. After the expiry of the Good's shelf life, the unclaimed Products will be disposed of at the Buyer's cost and risk.
7. If the Agreement cannot be performed by the Seller due to Force Majeure, the Buyer is not entitled to any claim for damages for non-performance or untimely performance of the Agreement. The Seller is obliged to immediately inform the Buyer about the occurrence of Force Majeure.
8. In the event of Force Majeure affecting the term of the Agreement or individual Orders, the Parties undertake to set a new date for the performance of a given Order within 14 (fourteen) calendar days from the date of the notification referred to in point 7, or decide to withdraw from its implementation by mutual agreement of the Parties.
9. By receipt of the Goods constituting the subject of the Agreement, the Buyer confirms their compliance with the Agreement, except for reasonable defects identified in a

report prepared when receiving the Goods (which is not applicable when the Goods were used upon discovering of a defect). The report shall be immediately forwarded to the Seller, who undertakes to review the claim, and if the claim is justified to repair the Goods or deliver the Goods free from defects within 14 days. Defects not found upon receipt of the Goods must be reported no later than 3 days from the date of fulfilment of the Order.

10. The Seller shall be responsible for accidental damage or loss of the Goods until the Goods are released from the warehouse. If the Parties agreed different terms of delivery, the risks referred to in the previous sentence are transferred to the Buyer always at the moment of handing over the Goods to a courier (carrier), the Buyer, or a person authorized by the Buyer.
11. The Buyer shall bear the risk of accidental loss or damage to the Goods in each case in the period between its release and transfer of ownership of the Goods onto the Buyer.
12. In the case of delivering the Goods via a forwarding company (carrier), the Buyer is obliged to examine the packing of the Goods in order to determine whether the subject of the Agreement and its packaging have not been damaged. In the case of damage, the Buyer is obliged to draw up a relevant report of the shipment receipt in the presence of an employee of the forwarding company (carrier), otherwise it shall be considered that the Goods and its packaging were not damaged until transferring it to the Buyer.
13. In the event of damaging the Goods during transport, the Seller should be immediately notified of this fact and provided with the signed receipt report with a description and reasons for the reported objections.
14. The Seller, under no circumstances, shall be responsible for delay in delivery caused due to reasons not attributable to him (in particular due to reasons attributable to the Buyer or a forwarding company (a carrier)).
15. Inability to deliver the Goods within the period originally agreed, does not release the Buyer from the obligation to collect it at another date, while inability to receive the Goods due to reasons attributable to the Buyer results in maturity of obligation to pay all amounts due as if the Goods were collected.

VII. Implied Warranty, Incompliance of Goods with Agreement, Complaints

1. The Seller warrants that the Goods comply with the laws in force in the Republic of Poland, they are free from defects and may be used in accordance with its intended purpose.
2. The Buyer or the person collecting the Goods on his behalf are obliged to examine them in terms of quantity and quality at the time of their release by the Seller - in the case of personal collection, at the time of receipt of the Goods from the carrier - when the transport is organized by the Seller, or at the time of delivery Goods to the carrier - when the transport is organized by the Buyer. The Parties agree that the person collecting the Goods on behalf of the Buyer is entitled to the above-mentioned verification of the Goods and appropriate confirmation of their condition on a delivery document.
3. If quality or quantity discrepancies are found upon collection of the Goods, the Buyer records it on the copy of a delivery document intended for the Seller and without any delay, but not later than within three days, informs the Seller in writing to the e-mail reklamacje@inducomp.pl about any non-conformities found, otherwise the rights under the implied warranty shall be lost. In the case of reporting a defect, the Buyer is obliged to secure the Goods intact, in particular, is obliged to cease assembling or

processing the defective Goods until the Seller reviews the complaint, otherwise any right to make claims, particularly claims under the implied warranty shall be lost.

4. Under the above Buyer's rights, the Seller is obliged to remove the defects at his own discretion through a free repair of the Goods, replacement, or refund of the price for defective Goods. In any case, the costs incurred by the Seller may not exceed the value of the Goods sold.
5. The Seller agrees to investigate the defective Goods as soon as possible, but not later than 14 working days and notify the Buyer within that period about accepting or rejecting the complaint, as well as the method and time of the complaint settlement.
6. If the Buyer obstructs the settlement of the claim in the manner chosen by the Seller, then the Buyer shall lose any rights to make claims against the Seller, and the Seller shall be released from any responsibility for damage caused in connection with the complained defects.
7. The warranty is limited to the cases and scope specified above in accordance with Article 558 of the Civil Code, unless the Parties decide otherwise in the Agreement.
8. The Seller's total liability for damage is limited to the Seller's wilful misconduct or gross negligence and may not exceed the value of the paid Goods to which the damage relates. The Seller's liability for lost profits is excluded.
9. For the avoidance of doubt, the Parties agree that the Seller shall not be liable for indirect damage, consequential damage, economic damage, or lost profits of the Buyer, his related entities or entities which incurred damages in connection with performance of the Agreement. In each case, liability of the Seller is limited to the net price of the Goods actually paid by the Buyer and wilful misconduct or gross negligence.
10. The Seller has the right to hold the settlement of the claims under the complaint made by the Buyer until the settlement of all his outstanding debts, and fulfilment other obligations towards the Seller.
11. Failure to make a complaint or claim in accordance with the above provisions and time lines set forth herein shall result in losing by the Buyer the rights under the implied warranty and right to lodge a complaint.

VIII. Final Provisions

1. These Conditions of Sale shall apply to all Agreements concluded from 1.01.2021.
2. These Conditions of Sale shall be valid indefinitely.
3. The Seller may amend these Conditions of Sale from time to time, by posting new wording of the Conditions on the Seller's website www.inducomp.pl. The new Conditions of Sale shall apply to Agreements concluded after the introduction of amendments, and in the case of framework agreements, to Orders placed after the introduction of new Conditions of Sale.
4. The Polish law shall apply to all Agreements concluded by the Seller, and the common courts of the Republic of Poland are competent to examine any disputes.
5. The Seller and the Buyer shall seek to amicably resolve all disputes arising out of performance of the Agreements under these Conditions. If amicable resolution cannot be reached, the common court with the jurisdiction over the seat of the Seller shall be competent to rule on the dispute.
6. In matters not regulated by these Conditions of Sale the applicable provisions of Polish law, including in particular the provisions of the Civil Code shall apply.
7. If any provisions of the GTCS are found invalid as a result of introducing different statutory provisions, the remaining provisions shall remain valid, and if necessary, the parties shall jointly introduce additional provisions.