

PRINZ Polska's General Terms and Conditions of Sale and Delivery of Goods and Services

effective as of 01/07/2022

1. General conditions

- a. These General Terms and Conditions of Sale and Delivery of Goods and Services (hereinafter referred to as "GTC") apply to all contracts concluded by PRINZ Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, ul. Tulipanowa 4, 60-175 Poznań, Poland, registered in the registry of entrepreneurs of the National Court Register under the following KRS (National Court Register) number: 0000134452, REGON (National Official Business Register) number: 630657614, VAT number: 9720417307, kept by the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, (hereinafter referred to as "PRINZ Polska").
- b. The Buyer acknowledges these GTC as binding and declares that these GTC are the only general terms and conditions of sale and delivery that apply to contracts concluded with PRINZ Polska.
- c. PRINZ Polska does not conduct consumer sales within the meaning of the relevant regulations. Sale is carried out exclusively on the basis of professional business trading between economic operators.

2. Definitions

- a. The Buyer or Customer should be understood as an entrepreneur within the meaning of Article 43¹ of the Civil Code or another entity purchasing goods from PRINZ Polska within the framework of its business activity.
- b. An order should be understood as a declaration addressed by the Buyer to PRINZ Polska in any form (written, electronic or verbal), specifying the type and quantity of goods or services ordered by the Buyer, the Customer's data and the delivery address.

3. Placing an order / Offer

- a. By placing an order or accepting an offer from PRINZ Polska the Buyer confirms that it has read and accepts these General Terms and Conditions of Sale and Delivery of Goods and Services.
- b. According to the GTC, a binding contract between parties is concluded after: (i) the Customer has accepted an offer received from PRINZ Polska made in writing or by electronic mail, or (ii) PRINZ Polska has sent an order confirmation to the Customer in writing or by electronic mail, or (iii) a separate contract has been concluded with PRINZ Polska.
- c. In every order the Customer should clearly indicate the full data of the ordering party, in particular the company (name), first name and surname, mailing address, delivery address, telephone number and e-mail address appropriate for determining matters related to the order, payer's data, including VAT number.
- d. The Buyer's order is confirmed by PRINZ Polska via electronic mail. PRINZ Polska undertakes to respond to an order placed within 7 working days at the latest. Failure to

respond to an order placed does not mean its tacit acceptance. After order confirmation, any changes will not be taken into account, unless the parties agree otherwise.

- e. PRINZ Polska reserves the right to refuse to accept an order or to indicate a longer period for order confirmation.
- f. Price lists, catalogues, leaflets and advertisements of goods made available by PRINZ Polska do not constitute an offer within the meaning of Polish civil law. All prices quoted by PRINZ Polska are net prices to which value added tax should be added.
- g. Offers submitted by PRINZ Polska are valid for a period of 30 days unless a different period has been specified in the offer.

4. Contract termination

- a. PRINZ Polska may withdraw from a contract within 30 days from its conclusion, without incurring liability for damages to the Buyer. A declaration of withdrawal from a contract should be submitted in a documentary or written form.
- b. Without prejudice to other rights of PRINZ Polska, PRINZ Polska shall have the right to terminate a contract through the fault of the other party in the event of the Customer's insolvency or liquidation or suspension of payments. In the above mentioned cases PRINZ Polska's claims against the Customer become immediately due and payable.

5. Payment

- a. The price of goods does not include transport, installation, training, bank charges, customs, insurance, storage, loading and unloading or other costs related to the sale or delivery of goods.
- b. PRINZ Polska has the right to change the price of goods also after receiving an order from the Buyer. In such a case it shall notify the Buyer and ask the Buyer to keep the order valid. No response from the Buyer within two working days from the date of notification by PRINZ Polska constitutes acceptance of the order according to new prices.
- c. PRINZ Polska is entitled to unilaterally change the price set in the contract in case if, after the conclusion of the contract, circumstances beyond PRINZ Polska's control and concerning PRINZ Polska or the manufacturer/supplier of the goods occur (including in particular, but not limited to an increase in prices of energy, raw materials, materials or components, an increase in labour or transportation costs, a change in the amount of public charges), which cause an increase in the cost of purchase and delivery of goods or provision of services. PRINZ Polska shall inform the Customer about the price change in documentary or written form. A change in the sale price due to the circumstances set out above does not require an annex to the contract and comes into effect from the date of notification to the Customer of the change.
- d. The Buyer shall pay for the ordered goods according to one of the following forms of payment: cash, cash on delivery, prepayment based on a proforma invoice, bank transfer. Deferred payment by bank transfer is allowed if it has been agreed between the parties and confirmed in the contract.
- e. The payment deadline shall be specified by PRINZ Polska in the offer, on the order confirmation, in a separate contract or on the invoice submitted to the Buyer. In case of a delay in payment, the Customer shall pay the maximum statutory interest for the delay to PRINZ Polska.

- f. PRINZ Polska reserves the right to make the conclusion or performance of the contract/delivery of goods subject to prepayment(s) by the Customer under the conditions specified in the contract concluded between the parties. In the absence of prepayment(s) (or any part thereof), PRINZ Polska may: (i) change the date of delivery, or (ii) withhold the order until the full prepayment agreed with the Customer has been received, without the Customer's right to make any claim thereon, or (iii) demand 100% prepayment, and in the event that the time limit for payment expires without effect, terminate the contract immediately and retain the payments already made and demand in addition payment of a contractual penalty of 20% of the gross value of the goods, or (iv) terminate the contract immediately and retain the payments already made, without the Customer's right to make any claims on this account, and additionally demand payment of a contractual penalty in the amount of 20% of the gross value of the goods, or (v) demand compensation from the Customer for any damages (including costs and expenses, in particular storage costs) related to the performance of the contract and termination of the contract.
- g. In case of a delay in payment of any prepayments, advance payments, instalments, etc., PRINZ Polska has the right to demand from the Customer the maximum statutory interest for the delay. If PRINZ Polska withdraws from the contract, it has the right to demand from the Customer the maximum statutory interest for late payment of prepayments, advance payments, instalments etc. until the date of withdrawal.
- h. The Customer shall cover all costs incurred by PRINZ Polska in connection with the Customer's failure to fulfil its obligations under the contract and specified in these GTC. In case of a delay in payment (except for the maximum interest), the Customer shall reimburse PRINZ Polska for the costs of debt collection in a lump sum amounting to 15% of the amount to be recovered, but not less than PLN 500. Payment of contractual penalties does not exclude the right of PRINZ Polska to claim compensation from the Customer in excess of the amount of the contractual penalty. Termination of the contract or withdrawal from the contract does not deprive PRINZ Polska of the right to demand payment of contractual penalties and compensation.
- i. The date of debiting PRINZ Polska's bank account with the appropriate resources shall be considered to be the date of payment.
- j. The Buyer may not set off its mutual claims towards PRINZ Polska against its obligations to make payments under contracts concluded with PRINZ Polska without prior written consent of PRINZ Polska for such a set-off.
- k. Payments should be made in Polish zloty, unless otherwise agreed between the parties. PRINZ Polska shall indicate the appropriate bank account in its offer, order confirmation, proforma invoice or invoice. If a payment is transferred to a wrong bank account or is made in a wrong currency and is converted automatically by the bank, then the Buyer shall supplement the payment to the full selling price.
- l. All prices given by PRINZ Polska in convertible currencies shall be converted into Polish zloty according to the sales rate of a given currency applicable in the bank maintaining the bank account of PRINZ Polska on the date of issue of the invoice.
- m. In the case of a complaint filed by the Customer resulting in a reduction in price or return of the ordered goods, the issuance of a corrective invoice by PRINZ Polska is tantamount to final agreement and fulfilment of the conditions for making the correction and completion of the complaint process. Furthermore, in any other case of adjustment

resulting in a reduction in the price of goods or services purchased by the Customer, only the issuance of a corrective invoice by PRINZ Polska constitutes final agreement and fulfilment of the conditions for price adjustment.

6. Delivery

- a. Any delivery dates set by PRINZ Polska, in particular on the website, in catalogues or in any other publication, are for guidance only and do not constitute or may not be construed as setting an agreed delivery date unless the date is expressly confirmed and entered in the offer, order confirmation or contract.
- b. If the delivery date is not met, PRINZ Polska does not automatically fall into default. In such a case, the Customer shall provide PRINZ Polska with a written notice of default in delivery, setting an additional reasonable deadline for delivery.
- c. PRINZ Polska shall not be liable for any failure to perform or inadequate performance of obligations resulting, in whole or in part, from force majeure, including, among others, random events, labour unrest, acts of war, terrorist acts (both committed and threatening), decisions issued or restrictions imposed by state authorities, uprisings, epidemics, quarantines, deficiencies, failure of communication or power systems, fires, accidents, explosions, inability to obtain or dispatch goods, inability to obtain required permits and licenses, inability to obtain raw materials, adverse weather conditions, disasters or other circumstances and causes beyond the reasonable control of PRINZ Polska in the course of its business activity.
- d. If an event of force majeure or other unforeseen circumstances prevent PRINZ Polska from performing the contract properly and if these obstacles are not caused by PRINZ Polska's fault and cannot be removed by economically justified actions, the original delivery date will be postponed for the duration of the said obstacle, unless it is not possible to require PRINZ Polska to do so in justified cases, then PRINZ Polska has the right to terminate the contract without the Customer having any claim for damages.
- e. PRINZ Polska reserves the right to change the agreed deadlines and conditions of delivery or to resign from the execution of an order without the Customer's right to make any claims for damages.

7. Contract performance

- a. The place of collection/release of goods is the warehouse located at the headquarters of PRINZ Polska: ul. Kamienna 26b, 62-081 Wysogotowo, Poland, unless the parties agree otherwise.
- b. The Buyer shall collect the ordered goods within the agreed collection deadline. In case of failure or refusal to accept delivery of the goods on time, PRINZ Polska is entitled to charge a storage fee of 0.5% of the gross order value for each day of delay in accepting delivery of the goods.
- c. If the Customer refuses to accept delivery of the goods or delays in accepting delivery of the goods, PRINZ Polska shall also have the right to withdraw from the contract and require the Customer to pay (in addition to any prepayments, advances, deposits, prices paid) a contractual penalty of 20% of the gross value of the goods or to sell the goods at the Customer's expense and risk.

- d. PRINZ Polska may deliver the goods to the Buyer at the address specified in the contract, for a separate remuneration, by own transport or using the services of a forwarding company. In the case of an order for transport service, the release of goods to the Buyer shall be deemed to have been effected when PRINZ Polska hands over the goods to the carrier for delivery to the Buyer. Upon delivery of the goods to the carrier, the risk of accidental loss of or damage to the goods passes onto the Buyer. In the case of delivery of goods to the Buyer by PRINZ Polska's own transport, the risk of accidental loss of or damage to the goods passes onto the Buyer at the time when PRINZ Polska's vehicle is made available to the Buyer for hand over of the goods.
8. Assembly / installation of machines
- a. Unloading of goods/machinery from the delivery truck is always done (regardless of the agreed delivery method) at the expense and risk of the Customer. The Customer is solely responsible for storing the goods until installation. The goods should be stored in a dry and covered place. The Customer shall be solely responsible for any damage to the goods/machinery that occurs from the time the risk of accidental loss or damage to the goods passes onto the Customer, regardless of the date of installation of the goods/machinery. The Customer is obliged to insure the goods/machinery from the moment of receipt.
- b. In case the assembly of the machine ordered by the Customer is carried out by PRINZ Polska, the Customer undertakes to provide (under pain of refusal of assembly by PRINZ Polska):
- forklift(s) with operators, available upon request throughout the installation;
 - a welder with welding equipment, available upon request throughout the installation;
 - fire protection measures at the machine installation site (the Customer is responsible for adequate protection of the installation site and the risks associated with welding work are the responsibility of the Customer);
 - equipment/tools to operate/service the delivered machine;
 - power supply, both single and three phase, to the machine being installed and to the tools used by PRINZ Polska's fitters during the installation of the machine. Voltage 400 V, 50 Hz according to DIN IEC 38 (May 1987) for the nominal voltage of low-voltage supplies in Europe. Permitted fluctuations max. 5%. The Customer is responsible for voltage stability and should equip the system with grounding, in accordance with VDE 0100;
 - the presence of a qualified electrician who will connect the power supply and the Internet cable to the machine's electrical cabinet, as well as qualified fitters who will connect the compressed air installation, the extraction system to the connections prepared in the machine, and any other system necessary for the proper operation of the machine and not included in the scope of supply provided by PRINZ Polska. The Customer shall be informed each time about the location of all connections, which the Customer confirms with signature on the diagram sent by PRINZ Polska before the installation begins;
 - space for the delivery trucks of PRINZ Polska's fitters while the installation work is being carried out, directly at the installation site;

- adequate amount of lubricating oil for the cutting system and hydraulic oil necessary for machine start-up, test cuts and training;
- a sufficient amount of suitable cutting material necessary to start up, test and set up the machine as well as conduct proper training of the Customer's employees.

For package cross-cut stations, where cutting accuracy is important, proper package alignment/preparation is essential:

- alignment of the base side of the package (the side with which the package is pushed against the profiles/vertical rollers) - surface must be even and vertical;
 - proper arrangement of spacers in the package - parallel to the cut line and at a distance that prevents 'hanging' of the layers of the package;
 - proper strapping of the package with tapes at the location of the spacer (when present), a minimum of two straps for each cut package;
 - the spacers must not protrude beyond the outline of the package.
- c. The place for machine installation should be dry and level. If the machine is not installed indoors, the Customer should provide a suitable roof - made before the machine installation work begins. The floor should be properly prepared, according to the guidelines given on the drawing signed by the Customer. In the case of larger deviations (more than 3 mm per 10 m) in the floor level, PRINZ Polska may charge the Customer additionally for levelling/using additional levelling sheets.
- d. In a situation where the machine installation site is not properly prepared and the basic conditions described above (such as, but not limited to, construction of roofing, flooring, provision of a dust collection system or waste disposal system) have not been met by the Customer, PRINZ Polska reserves the right to exclusively decide whether it will carry out the installation or set a new date for it, once all the required conditions have been met by the Customer. In the case of minor deficiencies in the installation conditions, which the Customer is able to meet quickly (a few hours), the Customer undertakes to cover the costs of downtime of PRINZ Polska's fitters and, in the case of longer delays, the additional costs of accommodation or re-arrival of the fitters to the installation site.
- e. If the last instalment of payment for the machine is set for a specific date after the installation of the machine and after the signing of the final acceptance protocol for the machine, in the event that delays in the installation of the machine are due to reasons attributable to the Customer, the payment date for this instalment shall be reduced by the number of such days of downtime. In the event that delays in the installation of the machine due to reasons attributable to the Customer exceed 14 days from the originally agreed installation date, the Customer shall be obliged to pay the last instalment of the machine price within 14 days from the originally agreed date of installation of the machine.

9. Warranty

- a. PRINZ Polska ensures that all goods sold are free from physical and legal defects and that they comply with the attached documentation.
- b. PRINZ Polska provides a 12-month warranty for the delivered goods, starting from the date of delivery of the goods, provided that the goods (including machines) are used for a maximum of 8 hours per day (i.e., under a single-shift working time system). In the case of prolonged use of goods/machinery, the warranty period is 6 months from the date of

delivery of the goods. The warranty is valid only if the Customer uses the service of PRINZ Polska throughout the warranty period, in accordance with all requirements and guidelines of the manufacturer in this respect.

- c. The Customer shall examine the goods with due diligence immediately upon receipt. The Buyer shall report any possible quantitative inconsistencies and noticed physical defects of the goods purchased from PRINZ Polska immediately but not later than within three working days from the date of receipt of the goods (the date of sending the letter counts) based on a notification made in writing and sent by registered mail to the address of PRINZ Polska or by e-mail, with acknowledgement of receipt.
- d. Delivered goods are deemed to have been accepted by the Customer (without defects) unless the Customer notifies PRINZ Polska of a defect in the goods within three working days after delivery or of other performance defects within three working days after the defect is detected. After these dates, the Customer's claims referred to above expire.
- e. Minor deviations from the quality, quantity, size, colour, finish, dimensions, processing etc., which are commercially acceptable or unavoidable for technical reasons, shall be accepted by the Customer and do not constitute a defect in the goods.
- f. Defective goods may be returned only after written notification of the defect and its confirmation by PRINZ Polska. Returned goods must be delivered to the PRINZ Polska warehouse in unused condition and in original packaging.
- g. PRINZ Polska shall investigate the notification made under warranty within 30 days of its receipt at the latest. This period shall be extended if an expert's opinion is required.
- h. In case of acknowledgement of the legitimacy of the reported defect or fault, PRINZ Polska - at its sole discretion - shall: (i) repair the defective goods (in particular, by replacing parts/components), or (ii) offer to reduce the price of the goods, or (iii) replace the goods with goods free from defects. Apart from the aforementioned, the Customer is not entitled to any other claims against PRINZ Polska, in particular the Customer is not entitled to withdraw from the contract due to the discovery of defects in the goods. Work and travel time as well as travel costs necessary for disassembly/assembly of the part/component under warranty repair are not covered by the warranty and the Customer is obliged to pay them to PRINZ Polska at the usual rates used by PRINZ Polska for settlement of travel time, man-hours and travel costs.
- i. The warranty does not cover components subject to natural wear during operation (e.g. cutting chains, guides, drive cogs, guide rollers, grinding wheels).
- j. Making any repairs, alterations, changes, improvements or modifications to the goods by the Customer or third parties as well as using the goods incorrectly or not in accordance with their purpose or instructions for use shall void any warranty claims.
- k. The parties hereby exclude in full the liability of PRINZ Polska for defects in the goods and services under warranty.
- l. The submission of a complaint or claim under warranty or any other title does not allow the Customer to refuse to pay for the goods or to postpone payment.

10. Reservation of ownership

- a. Ownership to all the goods delivered by PRINZ Polska will remain with PRINZ Polska until full payment for the goods specified on the invoice has been received (including applicable taxes and shipping costs). Until the title of ownership is transferred to the Customer, the

- Customer shall: (a) treat the goods with due diligence, (b) store the goods separately and clearly mark them as being the property of PRINZ Polska, (c) not pledge the goods.
- b. The Customer shall immediately notify PRINZ Polska of any claims made by third parties to the goods owned by PRINZ Polska.
 - c. The Customer hereby grants PRINZ Polska an irrevocable right to enter the premises where the property owned by PRINZ Polska is stored in order to exercise its ownership rights.

11. Liability

- a. PRINZ Polska limits its liability for damage caused to the Customer (on the basis of any legal title) in connection with the sale of goods or services to the amount of the net price paid by the Customer for the goods or services to which PRINZ Polska's liability is associated.
- b. However, under no circumstances shall PRINZ Polska be held liable for any damage as a result of:
 - repairing or modifying the goods by the Customer or third parties;
 - defective, incomplete or misleading information provided by the Customer or defective materials or devices supplied or used by the Customer to the extent that they have caused the damage.
- c. PRINZ Polska's liability for damages (resulting from any title) is limited to the actual damage, including only reasonable and necessary, and at the same time determined according to average market prices, costs of repair of the goods by restoring their functionality, provided that the Customer proves the costs incurred and their amount. The compensation shall not include costs necessary to establish the cause and scope of damage, costs incurred in connection with non-performance of services/lack of delivery of goods or inadequate performance as well as costs incurred to prevent or limit the damage.
- d. PRINZ Polska shall not be liable (on any legal grounds whatsoever) for damage which cannot reasonably be foreseen under normal use of the goods.
- e. PRINZ Polska shall not be liable for damage in the case of damage resulting from an intentional action or negligence of the Customer.
- f. PRINZ Polska's liability, regardless of the title of this liability, shall in no way cover loss of profit, loss of production or loss of market reputation.
- g. The Customer is not entitled to compensation for any damage caused by the goods or in connection with their possession or use (or in connection with a service provided by PRINZ Polska) - except for liability arising directly from mandatory legal regulations.
- h. If a third party makes any claims against the Customer with respect to any goods sold by PRINZ Polska to the Customer or to any services provided by PRINZ Polska, the Customer shall immediately notify PRINZ Polska thereof and enable PRINZ Polska to participate in proceedings related to the claims of that party, under pain of exclusion of any liability of PRINZ Polska related to such claims.
- i. PRINZ Polska may be notified by the importer and/or manufacturer of a defect in the goods delivered to the Customer (so-called 'recall'). In such a case PRINZ Polska shall immediately notify the Customer thereof in writing. If the Customer, after a written notification, does not immediately address PRINZ Polska, it shall waive all possible claims against PRINZ Polska on this account. As a consequence, neither PRINZ Polska nor the importer and/or manufacturer shall be liable to the Customer for any damage in this respect.

- j. Regardless of the legal basis and the type of liability, PRINZ Polska's liability for damage cannot exceed the amount paid by the insurer of PRINZ Polska on the basis of a business liability insurance agreement.
- k. The above limitation of liability does not apply in the case of damage caused by wilful misconduct of PRINZ Polska.

12. Intellectual property

- a. The Customer is not entitled to any rights, titles or shares of any kind with respect to trade names, trademarks, visual forms of goods, copyrights, patents, domain names, names of goods, catalogues or other intellectual property rights of PRINZ Polska and its affiliated companies.
- b. All materials contained on our websites are covered by the intellectual property rights of PRINZ Polska, its suppliers and licensors. The Customer may not copy or use any intellectual property of PRINZ Polska, its suppliers and licensors without prior written consent of PRINZ Polska.
- c. Newly created intellectual property rights developed under a contract will be vested in PRINZ Polska.

13. Confidentiality clause

- a. The parties are obliged to keep confidential all information they have obtained from each other in the course of cooperation, in particular in connection with the conclusion and performance of a sales or delivery contract.
- b. The obligation of confidentiality does not apply to information and data: i) which are publicly known, other than through the actions of the parties; ii) which have been exempted by law or in a court judgment; iii) with respect to a party who has been granted written exemption from the obligation of confidentiality.
- c. Unless otherwise agreed in writing, the Customer is not allowed to refer to the goods of PRINZ Polska and the contract with PRINZ Polska in publications or advertisements on websites or in folders, etc.

14. Export control and related provisions

- a. The Customer shall comply with all applicable laws, regulations, treaties and agreements concerning the export, re-export and import of all goods. Goods may not be exported or re-exported, shipped or re-transported (i) to any country or region subject to restrictions (including countries or regions subject to embargoes or sanctions by the United States of America, the United Nations or the European Union ('designated location')) or (ii) to any person on the 'Refusal/Exclusion' list. The Customer represents and warrants that the Customer is not a citizen or resident or that its head office is not under control or is not located in any of the designated locations or is not included on any 'Refusal/Exclusion' list. The Customer shall fully cooperate with PRINZ Polska in the event of an official or unofficial audit or inspection, in connection with the applicable laws and regulations on export and import control, and shall release PRINZ Polska from any liability for damage resulting from a violation of the provisions of this Article by the Customer itself, its employees, consultants, agents or customers.

15. Governing law and jurisdiction

- a. All contracts concluded between PRINZ Polska and the Customer are governed by Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising out of or in connection with a given contract shall be subject to the exclusive jurisdiction of the courts competent for the City of Poznań, Poland. This is without prejudice to mandatory legal provisions governing jurisdiction.

16. General provisions

- a. The Customer, without prior written consent of PRINZ Polska, may not assign any contract, any order or rights or obligations under the contract or order. Making or attempting to make such an assignment without prior written consent of PRINZ Polska entitles PRINZ Polska to terminate the given order. PRINZ Polska has the right to transfer its rights and obligations to a third party by way of assignment, and the Customer agrees in advance to this and declares its cooperation during the assignment.
- b. Any non-compliance, invalidity or non-enforceability of any of the provisions of these General Terms and Conditions of Sale and Delivery of Goods and Services shall not affect the validity of the remaining provisions hereof.