

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

effective as of 01 July 2023

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 number: 0000134452, REGON (National Official Business Register number): 630657614, NIP (VAT number): PL9720417307, 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 and regarding goods (including in particular but not limited to machinery and equipment) and services offered by PRINZ Polska.
 - c. PRINZ Polska does not conduct consumer sales within the meaning of the relevant regulations. The 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 the 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 email 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 shall 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 shall 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 shall 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 after receiving an order from the Buyer. In such a case it shall notify the Buyer and ask the Buyer whether the Buyer wants to keep the order. 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, in 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 PRINZ Polska the maximum statutory interest for the delay.

- 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, including, 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 funds 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 issuance 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 purposes 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 for 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's right to make any claims 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, i.e., 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 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 goods to the carrier, the risk of accidental loss of or damage to the goods shall pass to 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 shall pass to the Buyer at the time when PRINZ Polska's vehicle is made available to the Buyer for delivery of the goods.

8. Guarantee

- 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 guarantee 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 guarantee period is 6 months from the date of delivery of the goods. The guarantee is valid only if the Customer uses the service of PRINZ Polska throughout the guarantee 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 electronic 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 the guarantee 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 (by, in particular, 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 guarantee repair are not covered by the guarantee 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 guarantee does not cover components subject to natural wear and tear during operation (e.g., saw chains, guide bars, sprockets, pulleys, grinding wheels).
- j. PRINZ Polska service is available on business days, Monday to Friday, from 8 a.m. to 4 p.m.
- k. 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 guarantee claims.
- l. The parties hereby exclude in full PRINZ Polska's liability under warranty for defective goods and services.
- m. The submission of a complaint or claim under the guarantee or any other title does not allow the Customer to refuse to pay for the goods or to postpone payment.

9. Reservation of ownership

- a. Ownership to all 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.

10. Liability

- a. PRINZ Polska limits its liability for damage caused to the Customer (under any legal title, and under both contractual and tort liability) 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 connected.
- b. 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 (arising from any title, whether contractual or tort) is always limited exclusively to the actual damage including only reasonable and necessary, and at the same time determined according to average market prices, costs of repairing the goods by restoring their functionality, provided that the Customer proves the costs incurred and their amount. 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. The Customer shall not be entitled to compensation (arising from any legal title, whether under contractual or tort liability) for any damage caused by the goods (including in particular but not limited to the machine) or in connection with their possession or use (or having to do with the service provided by PRINZ Polska). Thus, PRINZ Polska is not liable for damage (arising from any legal title, whether under contractual and tort liability), arising from or related to the use of the purchased goods (including, but not limited to, machinery), that is, PRINZ Polska is not responsible, in particular, for damage resulting from production downtime, manufacture of a product inconsistent with the parameters assumed by the Customer, damage to any materials used in production (production losses) or delivery to the contractor of products/goods defective or inconsistent with the order placed.
- e. PRINZ Polska shall not be liable (on any legal grounds whatsoever) for damage which cannot be reasonably foreseen under normal use of the goods.
- f. PRINZ Polska shall not be liable for damage in the case of damage resulting from an intentional action or negligence of the Customer.
- g. For the avoidance of doubt, PRINZ Polska's liability, irrespective of the basis for this liability (whether under contractual or tort liability), shall in no way include lost benefits, including in particular lost profit, loss of production or loss of market reputation.
- 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 should 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 – the 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 is 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.

11. 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 PRINZ Polska's 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.

12. Confidentiality clause

- a. The parties shall 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: 1) which are publicly known, other than through the actions of the parties; 2) which have been exempted by law or in a court judgment; 3) 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.

13. Export control and related provisions

- a. The Customer shall comply with all applicable laws, regulations, treaties and agreements concerning 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 liability for damage resulting from violation of the provisions of this Article by the Customer itself, its employees, consultants, agents or customers.

14. 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. This is without prejudice to mandatory legal provisions governing jurisdiction.

15. 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 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 shall not affect the validity of the remaining provisions of these General Terms and Conditions of Sale and Delivery of Goods.