

General Terms and Conditions of Delivery of Koenig & Bauer (CEE) Sp. z o.o.

(hereinafter referred to as the Supplier)

These General Terms and Conditions of Delivery are to be used with regard to:

1. entities acting as entrepreneurs when concluding a contract (including natural persons conducting business activity and commercial companies);
2. legal persons governed by public law or public special-purpose funds.

If individual agreements concerning matters governed by these General Terms and Conditions of Delivery have been concluded between the Supplier and the Customer, such agreements shall prevail. In such case, the Supplier's General Terms and Conditions of Delivery shall apply on a supplementary basis.

I. General

1. These Terms and Conditions and any separate contractual arrangements constitute the basis for all deliveries and services. The data and characteristics specified therein shall constitute a guarantee only if expressly designated as such. Any general terms and conditions used by the Customer shall not apply, even where the Supplier accepts an order placed by the Customer.

Unless otherwise agreed, the contract between the Supplier and the Customer shall be concluded upon the Supplier's written order confirmation or upon execution of a sales agreement or other contract signed by both Parties.

2. The Supplier shall provide the Customer with information and instructions necessary for execution of the contract. The provision of such information and instructions shall not constitute the conclusion of an consultancy or agency agreement. Any separate consulting agreement shall require explicit written agreement between the Parties.

3. Dimensions, weights, performance data, operating behaviour, space and energy requirements are specified in the Supplier's offer or confirmation letter, or in drawings, photographs and descriptions attached to or referenced in the sales/delivery contract. Immaterial deviations from the actual execution or deviations arising after commencement of production are permissible, provided they do not affect the Supplier's typical contractual obligations.

4. Paragraph 3 above shall apply accordingly to texts and images contained in promotional materials and sales documents, which serve solely explanatory and marketing purposes and do not establish any obligation of performance corresponding to such texts or illustrations, nor constitute a guarantee undertaking.

5. Any spare-parts package that may belong to the delivery item shall be assembled to the best of the Supplier's knowledge and experience.

6. The offered scope of delivery complies with the European safety regulations applicable at the time of contract conclusion (EC Machinery Directive, in particular EN 1010, as valid at the time of contract conclusion). The Customer shall notify the Supplier of any deviations from such safety standards resulting from the installation site no later than at the time of placing the order, so that the Parties may conclude a separate agreement addressing such requirements.

7. Provided that the essential interests of the Customer are not affected, the Supplier may introduce changes and/or additions to accessories and equipment of the delivery item, but not to the machine type or its basic equipment/configuration.

8. The Supplier retains ownership rights and intellectual property rights to models, samples, quotations, drawings, annexes, images, diagrams, descriptions and similar information in tangible and intangible form (including electronic form); such materials shall not be made available to third parties. Article X of these General Terms and Conditions shall apply accordingly.

If no contract is concluded between the Supplier and the Customer, all documents provided by the Supplier for the purpose of preparing the contract shall be returned to the Supplier without request. The Customer

shall ensure that no copies, duplicates, recordings or data storage reproductions are made and that it does not retain possession thereof directly or indirectly. The Supplier undertakes not to disclose confidential information or documents of the Customer to third parties without prior consent.

9. All offers made by the Supplier are non-binding, remain valid for a maximum period of three months and shall expire thereafter, unless the Supplier extends their validity in writing before or after expiry

10. No additional verbal agreements shall be concluded or enforced. Any amendments or supplements to the content or scope of the contract requested by the Customer shall require written confirmation by the Supplier to be valid and effective. The written form requirement may only be waived in writing by mutual agreement of the Supplier and the Customer.

11. Assignment of claims and any other transfer of the Customer's rights to third parties shall require the Supplier's prior written consent.

12. Should individual provisions of these Terms and Conditions be or become invalid, ineffective, unenforceable, incomplete, contestable or impossible to perform, this shall not affect the validity of the remaining provisions. The Parties shall replace such provisions with valid provisions that most closely reflect the economic purpose of the original provision or fill any resulting contractual gap.

II. Price and payment

1. Unless otherwise agreed, prices are understood as CIP in accordance with Incoterms 2020, including loading at the Supplier's facilities, but excluding packaging and unloading. The prices are net and value added tax at the statutory rate as well as other taxes, duties and customs charges (e.g. withholding tax) shall be added to the prices. Prices do not include, inter alia, costs for shipping, transfer, charging, loading, packing, and conversion of transport vehicles etc. requested by the Customer as well as for government levies shall not be included. These shall be charged to the customer separately. Such costs shall be invoiced separately by the Supplier to the Customer.

2. All costs related to customs clearance (including truck, container or similar standby periods) shall be borne by the Customer.

3. The Supplier shall be entitled to charge VAT retrospectively if it later becomes apparent that the Customer is liable for VAT payment after invoicing or payment.

4. Unless otherwise agreed, payment shall be made without deductions to the Supplier's account as follows:

- 40% of the total contract value (advance payment) no later than one week after receipt of order confirmation or signing of the purchase contract/contract for work and materials,

- 50% immediately after notification that the main components/units of delivery item are ready for shipment,

- 10% upon commencement of production of materials at the Customer's premises using the delivery item.

5. The Customer may set off claims arising from this or other legal relationships only if such claims are undisputed, finally adjudicated, or directly connected with the claim subject to set-off (e.g. damage claims, substitute performance claims or contractual performance claims).

6. Payments shall be made free of charge to the Supplier by bank transfer from the Customer's business account to the Supplier's registered office or by an irrevocable letter of credit opened in advance of shipment readiness with a major international bank acceptable to the Supplier.

The place of performance for the Customer's payment obligation shall always be the Supplier's place of business.

7. If the Customer finances payment of the delivery item through a loan or leasing agreement, the Customer hereby assigns to the Supplier all monetary claims and rights against the financing bank or leasing institution, which the Supplier accepts. Like the acceptance of exchanges or checks

by the Supplier, the assignment shall only be carried out for performance purposes. All resulting costs shall be borne by the Customer. The Supplier may notify the financing institution of the assignment at any time. The Customer shall inform the financing institution of the retention of title (ownership) and, upon request, provide proof thereof.

If a leasing company enters into the contract between the Supplier and the Customer then the contract between them shall be considered to be suspended. If the contract between the leasing company and the Customer (as well as, if applicable, the Supplier) is cancelled or terminated for reasons attributable to the Customer, then the contract between the Supplier and the Customer shall be reinstated, insofar as the Supplier has declared its approval to this in writing.

8. If the Customer fails to meet an agreed payment deadline, then the Customer is to pay default interest at additional nine percentage points beyond the respective applicable base interest rate on the owed amount of money starting from the following day, but at least the verifiably typical interest rate to be paid at banks for current debts; the Supplier has the right to provide proof of higher damages caused by delay and to demand compensation for them.

9. If the Customer is more than insignificantly in default of its payment obligations (material breach of contract), then the entire remaining amount still owed by the Customer - as well as all pecuniary claims of the Supplier due to ongoing business dealings in the case of a current account - shall be due immediately and interest is to be paid on it as specified above in Article II, paragraph 8 above starting from the day it was due. The same shall apply in the case that an exchange or check of the Customer that is accepted by the Supplier is not honored due to circumstances for which the customer is responsible, in which case extension agreements entered into with the acceptance of exchanges shall become invalid.

10. a. If the Customer is in default of payment obligations arising from one or more legal relationships, or fails to issue a letter of credit despite being obliged to do so, or fails to issue it correctly in accordance with this Article II, the Supplier shall be entitled to:

- refuse to hand over the delivery item to the Customer and to store the delivery item at the Customer's expense or to otherwise dispose of it,

- refuse to perform any further agreed legal transaction or warranty obligations, or obligations arising from the guarantee, until the Customer has fulfilled any outstanding obligations, taken appropriate action and compensated the Supplier for any resulting damages; furthermore, the Supplier shall be entitled to suspend the performance of its obligations in the event that the Customer exceeds the agreed payment deadline,

- restrict or suspend certain functionalities of the delivery item until the Customer demonstrates that such restrictions on functionality are disproportionate to the outstanding payment obligations.

b. Furthermore, the Supplier is also entitled to withdraw from the contract in the cases listed above.

11. The Supplier is entitled to set off due, undue (not yet due) and future claims towards the Customer against claims of the Customer towards the Supplier.

III. Time of delivery, delay in delivery; delay of the Customer; goods deliveries into EU countries abroad

1. The time of delivery is derived from the agreements of the Parties to the contract. It shall commence at the earliest on the date on which the Customer has fulfilled all cooperation duties that are contractually agreed or incumbent upon the Customer on the basis of side agreements – such as the obtaining permits, other documents, and/or declarations of approval – and/or has provided the equipment and/or accessories of the delivery item for the purpose of the installation or assembly to be supplied for contract fulfillment; furthermore, provided that the Customer has made the agreed advance payments and the Supplier has received written confirmation of financing issued by the Customer's credit institution and accepted by the Supplier, at the latest upon signing the contract or the Supplier's written confirmation of the order, or, failing that, no later than two weeks from that date.

Furthermore, for the Supplier to meet the delivery deadline, all commercial and technical matters must first be agreed between the Parties.

If the Customer fails to meet the conditions set out above, the delivery

deadline shall be extended accordingly. This shall not apply where the Supplier is responsible for the delay.

2. Compliance with the delivery deadline is dependent on the Supplier's own suppliers making correct and timely deliveries to the Supplier. The Supplier shall notify the Customer immediately of any anticipated delays.

3. The delivery deadline shall be considered to have been met if, before it expires, the delivery item has left the Supplier's premises or notification of readiness for dispatch has been given.

4. The deadlines agreed between the Parties shall be extended accordingly in the event of force majeure affecting the Supplier or one of its subcontractors. Force majeure shall be deemed to include any unforeseeable events beyond the Supplier's control or which cannot be overcome despite reasonable efforts, in particular natural disasters, highly contagious diseases, war, civil war, acts of terrorism, riots, fire, industrial disputes, transport damage, or radioactive contamination of the delivery item, the place of delivery or its surroundings.

The Supplier shall not be liable for the above circumstances even if they occur during a period of an existing delay.

5. The Supplier is obliged to inform the Customer immediately of any occurrence of force majeure. In the event of force majeure, liability and the lump-sum compensation provided for in Article III, paragraph 6 below are excluded.

6. If the Supplier is in default through its own fault and the Customer suffers loss as a result, the Customer is entitled to claim lump-sum compensation for the delay. This shall amount to 0.5% for every full two calendar weeks of delay, but not more than a total of 5% of the value of that part of the entire delivery which, as a result of the delay, cannot be used in accordance with the contract or schedule.

The Supplier is entitled to a grace period of four full calendar weeks.

Before the Supplier is deemed to be in default, a four-week grace period applies, during which the delay is not taken into account.

Subject to the provisions of Article VII, paragraph 2, clauses a–e, further claims by the Purchaser arising from the Supplier's delays are excluded.

The Supplier is entitled to prove that the Customer has suffered no loss, or that the loss incurred was of a lesser amount.

7. If the Customer grants the Supplier a reasonable additional period to perform the service after the delivery deadline has expired – subject to statutory exceptions – and this deadline is not met, the Customer is entitled to withdraw from the contract in accordance with Article XI. At the Supplier's request, the Customer undertakes to submit a written statement within a reasonable period of time as to whether they will exercise their right of withdrawal.

If the Customer does not exercise their right to withdraw from the contract, fails to do so in the required form or within the required time limit, or if the Supplier is ready for delivery before receiving the notice of withdrawal, the Customer loses the right to withdraw from the contract (expiry of the right).

Furthermore, the provisions of Article XI of these General Terms and Conditions shall apply.

8. Any further claims arising from delays in delivery attributable to the Supplier are set out exclusively in Article VII, paragraph 2 of these General Terms and Conditions.

9. If the shipment or the acceptance of the delivery item is delayed for reasons attributable to the Customer, the Supplier shall be entitled to:

- charge the Customer for the actual costs arising from the delay, starting from the month following notification of readiness for shipment, but not less than 0.75% of the invoice value for each month or part thereof (unless the Customer proves that no damage has been incurred or that the amount of damage is lower), as well as to store the delivery item or part thereof at the Customer's expense and/or to set a reasonable deadline for collection of the delivery item or part thereof, and upon the fruitless expiry of that deadline – to dispose of the delivery item or part thereof in another manner, whereby the Supplier's right to demand performance of the contract by the Customer remains

unaffected, and the delivery date is postponed accordingly without the Supplier being in default.

The Customer shall be liable for delays resulting from conditions in the country of destination.

10. If the Customer is responsible for the delivery of goods to other EU Member States, they are obliged to provide the Supplier without delay with complete and correctly completed supporting documents (e.g. confirmation of arrival of goods, white carrier's receipt, or CMR waybills) as required by the relevant regulations. In the event of failure to fulfil this obligation within the prescribed time limit, the Supplier reserves the right to subsequently charge the Customer the applicable value added tax, in accordance with the relevant tax rate applicable to the invoice amount. The above applies accordingly to tax-exempt intra-Community supplies to which Polish law does not apply, provided that local regulations require the relevant confirmations, as well as to supplies to third countries to the extent that the Customer is responsible for making the export declaration.

IV. Passing of risk; acceptance; insurance

1. The risk passes to the Customer once the Supplier has specified the delivery item for shipping purposes and has notified the Customer that the delivery item is ready for shipment, even if partial deliveries are made or the Supplier has assumed other obligations, such as shipping costs or delivery and installation.

The risk of accidental destruction of the delivery item passes to the Customer as soon as the Supplier specifies the delivery item for shipping purposes and notifies the Customer that the delivery item is ready for shipment.

2. Partial deliveries are permitted, provided they are not unreasonable (unjustified) for the Customer.

3. At the start of the assembly work the Customer shall provide a clean (dust-free) and heated building as well as sufficient unloading space, a sufficiently large transport opening to allow the delivery item to be brought in, electricity, water and air connections, and exhaust systems. A large, lockable room shall be made available to the technicians/fitters for the storage of valuables and tools, along with staff lockers and sanitary facilities, as well as a telephone, fax and high-speed internet connection, which the Supplier's employees may use free of charge during installation and commissioning for business purposes. The same requirements apply during the performance of repair work (warranty) and work under guarantee.

4. The acceptance must be carried out immediately on the acceptance date or, alternatively, after the Supplier provides notification of readiness for acceptance.

5. At the Supplier's request the Customer is obligated to cooperate in setting a date for executing the acceptance, as well as during the acceptance process, including the preparation of an acceptance report reflecting the outcome of the acceptance, and to sign the report. Any reservations must be noted in the acceptance report; otherwise, the Supplier's services shall be deemed to have been approved and accepted as free from defects.

6. The Customer shall not be entitled to refuse acceptance due to immaterial defects which do not affect, or only insignificantly affect, the usability or value of the delivery item. If the Parties fail to reach agreement on the cause, nature, type, significance and/or effects of the defect, either Party is entitled to initiate independent evidence-gathering proceedings or legal proceedings. If independent evidence-gathering proceedings are not initiated within four weeks of the agreed acceptance date, the Supplier's services shall be deemed to have been unconditionally approved and accepted by the Customer. The same applies where the Customer has commenced use of the delivery item or part thereof despite the lack of agreement (i.e. where the Customer claims that the delivery item is defective).

7. If the Customer uses the delivery item to manufacture saleable products for a period exceeding four weeks, then the delivery item shall be deemed to have been accepted without reservation at the end of the fourth week.

8. The inclusion in the acceptance report of outstanding issues relating to immaterial defects or reservations does not prevent acceptance

(signing of the acceptance report).

9. If the Customer does not accept the delivery item or parts of it, despite the absence of any defects or the existence of only immaterial defects, or if the handover of the delivery item or parts of it is postponed and the warranty period for defects of the delivery item has not already begun, then it shall begin starting from the originally agreed time of acceptance. Furthermore, in such cases, the Supplier – at its discretion – shall be entitled to:

- postpone the acceptance date and charge the Customer for the costs arising from such postponement,

- to demand immediate payment of the full remaining payment installments;

- following a written notice setting a deadline of four calendar weeks – to withdraw from the contract and demand from the Customer a lump-sum compensation amounting to twenty per cent (20%) of the contract price, whereby the Supplier reserves the right to prove higher damages. If the Customer proves that the loss was less than 20% of the contract price or did not arise at all, the Supplier's claim shall be reduced accordingly.

The Customer shall bear the Supplier's costs associated with the dismantling and collection of the delivery item by the Supplier. The Customer is obliged to cooperate with the Supplier to the fullest extent possible in the collection of the delivery item. The Customer hereby irrevocably grants the Supplier the necessary access to the delivery item and to the premises where the delivery item is located.

10. Furthermore, the Supplier has the right under the conditions specified in Sub-section 9 to set functional limitations to the machinery or not to put certain functions into operation as in Section II Subsection 10 (at the end).

Furthermore, the Supplier is entitled, subject to the conditions set out in Article IV, paragraph 9 above, to impose restrictions on the functionality of the subject matter of the supply or to refrain from activating certain functions thereof, in accordance with Article II, paragraph 10, subparagraph a.

11. a. If the Supplier ships the delivery item and the Customer fails to demonstrate that, at the time of the transfer of risk, an appropriate all-risks insurance policy covering transport and installation has been taken out in the Customer's name and at the Customer's expense, the Supplier shall be entitled to take out such an insurance policy within the scope described above, and the Customer hereby irrevocably authorises the Supplier to conclude such a contract on the Customer's behalf and at the Customer's expense.

b. The Customer is obliged, from the moment the goods are brought onto the Customer's site, to take out insurance against fire, natural disasters, damage to property, theft and other damage, as well as against deterioration and accidental destruction of the goods, and also against breakdowns following completion of the installation of the goods, benefitting the Supplier, for the full value of the delivery item or at least for the amount of the outstanding purchase price, at least until full payment has been made, provided that the Supplier remains the owner of the delivery item during that time. The Supplier shall be named as a co-insured party, and confirmation of insurance cover shall be issued to the Supplier.

12. In case the Supplier has retained title (ownership) to the delivery item, the Customer hereby irrevocably authorises the Supplier to take out – at the Customer's expense – an insurance policy covering the subject of delivery against: theft, breakdown, fire, water damage and other damage, as well as deterioration and accidental destruction, if the Customer fails to provide evidence of having fulfilled their obligation towards the Supplier despite the Supplier having set a reasonable deadline.

The Customer hereby assigns to the Supplier (as the beneficiary under the insurance policy) all rights and claims arising from such an insurance policy, including the right to terminate it, amend its terms and, in the event of a claim, receive insurance benefits. The Supplier is entitled to disclose this assignment of rights to the insurance company at any time.

V. Reservation of title

1. The Supplier retains the right of ownership (legal title) to the delivery item until all payments due under the supply contract have been received by the Supplier – Including payment for any additional ancillary services.

2. During the period of the retention of title (ownership), the Customer is entitled to possess and use the delivery item provided that they fulfil their obligations arising from the retention of title (ownership) in accordance with the following provisions of this Article V and does not fall culpably into default of payment or arrears with payment.

3. The Customer is to grant the Supplier unrestricted access to the delivery item upon first request and upon presentation of reasonable grounds (in particular purpose of inspecting the technical condition, verifying compliance with the instructions in the user manual, checking the use of recommended consumables, etc.) until the Supplier has received all payments described in Article V paragraph 1 above.

If the Customer refuses the access referred to in the previous sentence without a valid reason, the warranty and guarantee for the subject of delivery shall be cancelled.

4. The Customer may not sell, pledge or transfer the delivery item (including its possession) to third parties, nor may they create any security interests in it. The Customer is obliged to: immediately notify the Supplier of any seizures, as well as of any takeovers or other actions by third parties in relation to the subject of delivery, and to protect the Supplier's interests to the best of their ability.

5. If the Supplier gives its written consent to the transfer, loan or resale of the delivery item to third parties subject to retention of title (ownership), with or without payment, the Customer shall always act as a disclosed or undisclosed agent of the Supplier (representative). The Customer is therefore obliged to notify third parties of the Supplier's ownership rights and of the existing retention of title (ownership) to the delivery item. The Customer hereby assigns and transfers to the Supplier all rights and claims to which the Customer is entitled in the aforementioned cases, including rights to joint possession, co-ownership, use, enjoyment of benefits and surrender of the delivery item, as well as any pecuniary or monetary claims arising from the transfer, irrespective of the Customer's further obligations arising from the contractual relationship between the Customer and the Supplier. The foregoing shall also apply in the event that the Customer transfers the delivery item subject to retention of title (ownership) to a third party by way of financing by that third party, against the Supplier's will and without disclosing the Supplier's rights and claims, resulting in the Supplier's loss of title (ownership).

6. In the event of a breach of contract by the Customer, in particular in the event of a significant delay in payment, subject to the provisions of Article V, paragraph 7, the Supplier shall be entitled to take back the delivery item, and the Customer shall be obliged to surrender it. In such a case, the Supplier shall be entitled to take direct possession of the delivery item subject to retention of title (ownership), to dismantle and remove it, and to sell it on the open market; the proceeds may, at the Supplier's discretion, be set off against claims due from the Customer, including interest and costs incurred or to be incurred for necessary repairs, expert opinions (appraisals), transport, packaging, disposal, court costs and legal representation costs, etc. The Customer is obliged to provide the Supplier with all possible assistance in taking possession of and recovering/collecting the delivery item.

7. The Customer shall be liable for any costs incurred or to be incurred by the Supplier in order to resolve any third-party claims.

8. The provision in Article V, paragraph 7 above shall apply in particular even where such costs cannot be recovered or enforced against a third party.

9. The Supplier may demand the return of the delivery item on the basis of a retention of title (ownership) only in the event of the Supplier's withdrawal from the contract.

10. In particular, even in the case of delivery outside the area of scope of application of the statutory provisions of Polish law, the Customer is obliged to take all necessary steps (e.g. registering the retention of title) and to make all necessary declarations to administrative authorities and other institutions and entities required to ensure the effectiveness of the retention of title or equivalent rights.

Notwithstanding the Customer's obligation set out above, the Customer hereby irrevocably authorises the Supplier to make all the aforementioned declarations independently in order to safeguard the Supplier's rights – on behalf of the Customer and at the Customer's expense.

VI. Warranty for defects

The Supplier shall be liable for material defects and defects of title in new delivery items to the exclusion of any further claims, subject to the provisions of Article VII — to the following extent:

Defects in material

1. The Supplier warrants that any parts found to be defective prior to the passing of risk shall, at the Supplier's sole discretion, be repaired or replaced with parts free from defects. The Customer is obliged to notify the Supplier immediately of any defects discovered. Replaced parts shall become the property of the Supplier.

Repair work shall be carried out exclusively by the Supplier, free of charge, on working days during standard working hours. If the Customer's production process requires the Supplier to undertake specific maintenance activities, the associated additional costs shall be borne by the Customer.

2. a. In order to carry out repairs and deliver spare parts deemed necessary by the Supplier, the Customer shall ensure uninterrupted, unrestricted and, at the Supplier's request, continuous access to the delivery item, including outside normal working hours, and shall make available to the Supplier, free of charge, a person responsible for the delivery item to provide information and assistance. This obligation shall apply for the period reasonably required by the Supplier to carry out the repair and/or replacement of parts; otherwise, the Supplier shall not be liable for any resulting costs or other consequences.

b. The Customer shall be entitled to remedy the defect themselves or to commission a third party to do so, and to claim reimbursement from the Supplier for any necessary and reasonable costs, but only in urgent cases where there is a risk to the safe operation of the delivery item or in order to prevent disproportionately high damage (of which the Supplier must be informed immediately), or in the event of the Supplier's failure to fulfil its obligations under the warranty.

c. If the Customer or a third party carries out repairs incorrectly, the Supplier shall not be liable for any resulting consequences. The same applies to any alterations made to the delivery item without the Supplier's consent.

3. Provided the Customer's claim is found to be justified, the Supplier shall bear the necessary direct costs of rectifying the defect, including transport costs, provided these are not deemed disproportionate. Within the limits of applicable law, the Supplier shall also bear the Customer's expenses relating to recourse claims within the supply chain, provided that the item supplied was new at the time of delivery to the Customer.

4. a. The Customer shall be entitled to withdraw from the contract if the Supplier – subject to any exceptions to which it is entitled under applicable law – fails on at least two occasions to meet a reasonable deadline set for the repair or supply of spare parts in connection with a material defect. The provisions of Article XI of these Terms and Conditions of Delivery shall remain unaffected.

b. In the case of a immaterial defect, the Customer is entitled only to a reduction in the contract price. In all other respects, the right to a price reduction is excluded.

5. Any further claims shall be determined exclusively in accordance with Article VII, paragraph 2 of these General Terms and Conditions.

6. The Supplier's liability under the warranty shall be excluded in the following cases:

- improper or unsuitable use, defective assembly or commissioning by the Customer or a third party, natural wear and tear, faulty or negligent operation, improper maintenance carried out by the Customer, the use of unsuitable consumables, faulty construction work carried out on the Customer's premises, unsuitable building ground conditions, as well as chemical, electrochemical or electrical influences – provided that the Supplier is not liable for them;

- with regard to components to the delivery item requested, supplied or procured by the Customer, which were not within the scope of the Supplier's contractual obligations, which are not under Supplier's control in terms of quality or condition and for which the Supplier has not issued an invoice. This liability exemption shall not apply to installation failures where the installation was carried out by the Supplier, was invoiced by the Supplier, and the Supplier is liable for such a breach, whether intentionally or through negligence;

- for the operation, functionality or safety of machine parts, assemblies and accessories purchased or obtained directly by the Customer. The Supplier shall also not be liable for any alterations to or damage caused to the equipment resulting from the use of such components.

The Customer undertakes to install, integrate or fit into the delivery item only those parts, assemblies and accessories ("**Additions**") which are currently available on the market and recommended by the Supplier. The Customer further undertakes to inform the Supplier of the type and scope of such Additions prior to their installation and to carry out their assembly or installation only after obtaining the Supplier's express written technical consent, whilst at the same time excluding any further liability on the part of the Supplier in this regard. In this respect, the Customer acts at its own risk.

In the event of a breach of the above obligation, the Customer shall indemnify the Supplier and hold the Supplier harmless against any claims (in particular, but not limited to, claims for damages, compensation, warranty and product liability) arising from the installation of any Addition, and – upon first request – assume liability towards the Supplier. The Customer shall be liable to the Supplier for any damages arising in connection with the foregoing.

7. The Customer is obliged to notify the Supplier in writing without delay of any defects found and to allow the Supplier to carry out an on-site inspection as to whether the notification of defects is justified. In the event of a breach of this obligation, the Supplier is entitled to refuse to perform any services relating to the notified defect.

8. The Supplier's liability in respect of used devices, accessories and equipment forming part of the delivery is excluded to the extent permitted by applicable law.

Defects of title

9. If the use of the delivery item results in an violation of industrial property rights or intellectual property rights, the Supplier shall, at its own expense, enable the Customer to continue using the delivery item or modify the delivery item in such a way that the aforementioned rights are no longer violated. If this is not possible on economically reasonable terms or within a reasonable period, the Customer shall be entitled to withdraw from the contract. Under the conditions set out above, the Supplier shall also be entitled to withdraw from the contract under the conditions specified above. The provisions of Article XI of these General Terms and Conditions of Delivery shall apply. Furthermore, upon the Customer's written request, the Supplier shall indemnify the Customer against the rights holder in respect of undisputed or legally established without further recourse claims for damages relating to direct losses.

The Supplier's obligations set out in this Article VI, paragraph 9 are exhaustive – subject to Article VII paragraph 2 – in the event of an violation of industrial property rights or intellectual property rights.

However, the Customer shall only be entitled to claims in this regard under the following conditions:

- the Customer shall immediately inform the Supplier of any reported violations of industrial or intellectual property rights,
- the Customer shall, to a reasonable extent, assist the Supplier in defending against the reported claims or enable the Supplier to make modifications in accordance with this Article VI, paragraph 9,
- the Supplier shall be granted the right to take all defensive measures, including the conclusion of out-of-court settlements;
- the defect does not result from instructions issued by the Customer,
- the violation of rights was not caused by the Customer through unauthorised modification of the delivery item or using it in a way that is not in accordance with the contract.

VII. Liability of the Supplier, liability exclusion

1. If the delivery item cannot be used by the Customer in accordance with the contract as a result of binding instructions or advice which the Supplier culpably failed to provide or provided incorrectly – either before or after the conclusion of the contract – or as a result of a culpable breach by the Supplier of other ancillary obligations arising from the contract, in particular those relating to instructions for use and inspections (servicing) of the delivery item, the provisions of Article VI and Article VII, paragraph 2 shall apply to the exclusion of any further claims by the Customer.

However, this exclusion of liability does not apply to:

- damage to life, limb or health caused by the Supplier, its legal representative or agents in the performance of the Subcontractors' obligations);
- other damages resulting from an intentional or grossly negligent breach of duty by the Supplier, its legal representative or agent in the performance of the obligation.

The Supplier's liability to the Customer on any grounds whatsoever shall be limited to 20% of the price of the delivery item, except in the cases described in Article VII, paragraph 2, subparagraphs a-e below, in which the Supplier shall be liable in full.

2. The Supplier shall bear full liability for damage not arising in the delivery item itself, i.e. for indirect or consequential damage and/or for loss of profits, loss of revenue, production, jobs, customers or reputation – irrespective of the legal basis of the claim – exclusively in the following cases:

- a. intent,
- b. gross negligence,
- c. culpable injury to life, limb, or health,
- d. in the case of defects that the Supplier fraudulently failed to disclose,
- e. defects in the delivery item, if the Supplier is liable for personal injury or damage to property relating to items intended for private use in accordance with the provisions of the Civil Code on liability for dangerous products.

In the event of a proven culpable breach of material contractual obligations (i.e. obligations that are characteristic of the contract and on the fulfilment of which the Customer may reasonably rely), the Supplier shall also be liable in cases of ordinary negligence, but only to the extent of typical and reasonably foreseeable damage for the type of contract in question.

Further claims are excluded.

The exclusions and limitations of liability provided for in favour of the Supplier shall also apply to its employees, representatives and agents (subcontractors).

VIII. Warranty periods for repair work, spare parts and maintenance services

- 1. In the case of repairs carried out by the supplier under warranty or for spare parts supplied, the warranty period ends upon the expiry of the warranty period applicable to the delivery item.
- 2. In the case of maintenance services or standalone deliveries of spare parts, the warranty period shall be twelve (12) months from the completion of the maintenance work or from the date of delivery of the spare part.

IX. Software

1. To the extent that software is included in the delivery item, the Customer shall be granted – in return for the remuneration specified in the contract – a non-exclusive right to use the software supplied, together with its documentation.

The software is supplied solely for use with the delivery item for which it is intended.

2. The use of the software on more than one system is not permitted without the Supplier's prior written consent.

The Customer may copy, modify, translate or decompile (convert the object code into source code) the software only to the extent permitted by law.

3. The Customer undertakes not to remove or alter the manufacturer's markings – in particular copyright notices – without the Supplier's prior express consent.

4. All other rights to the software and documentation, including copies thereof, remain with the Supplier or the software provider. The granting of sub-licences is not permitted.

5. The Customer grants the Supplier unrestricted authorisation to establish an electronic connection to the delivery item (e.g. via a modem or VPN), as well as to collect, process and make use of data.

6. a. The Supplier shall be entitled to view and store all data that is produced in the course of the Customer using the Supplier's remote support service (Remote-Support-App / Visual Support). The Supplier retains all rights and title to the recorded data. The Customer agrees to the recording of all data generated by the device such as camera and microphone from the moment the remote support service commences.

b. The Supplier shall only obtain the acoustic and visual data made available by the Customer in the course of Customer's use of the remote support service, as well as data expressly provided by the Customer. The Customer shall ensure that it has obtained all permissions required to transfer personal data to the Supplier. Supplier will not disclose personal data to unrelated third parties.

X. Confidentiality

1. All information provided to the Customer by the Supplier in connection with the written order confirmation issued by the Supplier or with the sales/delivery agreement signed by both Parties, as well as information relating to the Supplier's original spare parts and software owned by the Supplier or third parties, is subject to a duty of confidentiality on the part of the Customer. The Customer is entitled to use this information solely for the purpose specified in the written order confirmation or in the sales/delivery agreement. Operating manuals, technical drawings received, etc. are intended solely for the Customer's use and may not be disclosed to third parties (not even persons assisting in the performance of the obligation – subcontractors and affiliated entities) without the Supplier's prior written consent. Consent to the disclosure of information may only be granted in writing. Consent granted by the Supplier is one-off and does not authorise multiple disclosures.

2. The obligation to maintain confidentiality does not apply to information in respect of which the Customer can prove that:

a. the information was already in the public domain or became public knowledge without the Customer breaching the obligation to maintain confidentiality, or

b. the information was already known to the Customer prior to its receipt without the obligation to maintain confidentiality, or

c. the Customer legally obtained the information from third parties without the obligation to maintain confidentiality, or

d. the Customer independently developed this information without the use of the information communicated in accordance with this contract.

The obligations set out in this Article X shall remain in force after the termination of the agreement, regardless of the manner of its termination or expiry.

3. Reverse engineering is prohibited.

XI. Withdrawal

1. If the Customer withdraws from the contract in due form and time then the Supplier shall compensate the Customer's negative interest – upon presentation of appropriate evidence – up to a maximum of one per cent of the agreed price of the delivery item, to the exclusion of any further claims by the Customer. This limitation shall not apply in the event of intent or gross negligence on the part of the Supplier or its agents in

the performance of the obligation (subcontractors) in relation to a delay in delivery. The Customer shall be entitled to prove a higher amount of damage. Article VII, paragraph 2 shall apply accordingly.

2. Furthermore, the Customer may withdraw from the contract if:

- it becomes definitively impossible for the Supplier to perform the entire scope of the delivery before the passing of risk;

- it becomes impossible for the Supplier to perform part of the delivery, and the Customer demonstrates a legitimate interest in refusing to accept partial performance.

If the Customer does not demonstrate such an interest, they shall only be entitled to a corresponding reduction in the remuneration in proportion to the ratio of the value of the impossible part of the performance to the value of the entire performance.

3. Should the Customer withdraw from the contract, they are obliged to return (hand over) the delivery item to the Supplier, irrespective of any other circumstances arising from this paragraph. The Supplier is entitled to collect the delivery item from the Customer in accordance with Article V, paragraph 6 (applied accordingly); the provisions of Article VII shall apply accordingly to the Customer's claims.

If the Customer delays in handing over the delivery item, they shall also be liable for any accidental damage to or loss of the delivery item and for the inability to re-deliver it to a third party until such time as the Supplier has taken the delivery item back into their direct possession.

4. If the Customer withdraws from the contract for reasons for which the Supplier is not responsible, then the Supplier can demand compensation (in terms of positive contractual interest, covering:

- costs already incurred and future costs arising from the contract (in particular commissions, costs of adaptation, transport, packaging, assembly and disassembly, insurance premiums, taxes, general business expenses, financing and debt collection costs, loss of interest) – a lump sum of 5% of the value of the delivery, without the need to prove damage, although the Customer may demonstrate a lower amount of damage (if relevant evidence is provided). Furthermore, the Supplier retains the right to prove and claim damages exceeding the specified lump-sum amount. The Supplier is entitled to set off such amounts, in particular against payments received from the Customer; and

- deterioration, destruction or inability to return the delivery item for any reason.

5. a. Furthermore, the Supplier may claim compensation for the use or wear and tear of the delivery item if its value has decreased between the time of assembly and the time the Supplier regains direct possession of delivery item. The decrease in value shall be determined as the difference between the total price stated in the order confirmation or the sales/delivery contract and the current value determined on the basis of the selling price (taking into account operating costs incurred) or – if sale is not possible – on the basis of a valuation by an expert appraiser.

b. The provisions of Article XI, paragraph 4 shall apply accordingly in the event of the Supplier's withdrawal for reasons attributable to the Customer, in which case a lump-sum compensation of 20% of the contract value shall be agreed, subject to the right of either Party to demonstrate that the loss is greater or less than this amount.

6. Any right to withdraw from a contract provided for in these General Terms and Conditions of Delivery may be exercised by the entitled Party to a contract concluded under these General Terms and Conditions of Delivery within 18 months from the date of conclusion of the relevant contract.

XII. Export controls

1. The conclusion and performance of the contract are subject to compliance with export control and embargo regulations under applicable law; this also applies to the relevant provisions of the law of the United States of America, provided that this does not result in a breach of or conflict with the applicable law.

2. If and insofar as the contract contains various obligations, of which only one or some are contrary to applicable law, the remaining obligations shall take precedence, provided that and to the extent that

they can be fulfilled separately.

3. The Customer shall immediately provide the Supplier with all information and documents required to ensure compliance with applicable export regulations in the event of export, import, re-export or transfer. In the event of culpable failure to fulfil these obligations or the provision of incorrect or incomplete information, the Customer shall be liable for any damages incurred by the Supplier as a result of such breach, including any public law liabilities, charges or fines.

4. Delays or non-performance of the contract resulting from the determination of export control requirements or licence application procedures shall result in the cancellation of agreed delivery dates or other deadlines, unless the delay or non-performance is attributable to the Supplier. Claims for damages or reimbursement of costs arising from such delays or non-performance are excluded to the extent that such delays result from compliance with applicable export control regulations. Furthermore, the provisions regarding limitation of liability shall apply.

5. The Customer warrants that any goods subject to export restrictions under applicable export control regulations will be used exclusively in the country of delivery agreed at the time of purchase and will remain in that country. Should the Customer intend to re-export these goods at a later date, they are obliged to comply with all applicable export control regulations.

XIII. Applicable law; court of jurisdiction

1. All legal relationships between the Supplier and the Customer shall be governed exclusively by Polish law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

2. Any disputes arising from the legal relationship between the Supplier and the Customer, or relating to that legal relationship or its validity, shall be settled by the court having jurisdiction over the Supplier's registered office.