GENERAL TERMS AND CONDITIONS OF SALE

(effective as of 02 January 2023 pursuant to the Resolution of the Management Board No. 01/2023 of 02 January 2023)

§ 1. Scope

These terms and conditions of sale (hereinafter also referred to as "GTCS") shall apply to all sales and delivery contracts concluded with PFEIFER Polska Sp. z o.o. with its registered office in Krępice (KRS No.: 0000125686) as the Seller to other entities. The following provisions do not apply to consumers within the meaning of the Civil Code, for whom the provisions of the Civil Code and the Act of 30 May 2014 on consumer rights apply.

The general terms and conditions of sale are communicated to the Buyer when the Buyer places its order and are also available on the Seller's website (www.pfeifer.pl), and, when provided in that form, shall be deemed to have been read and accepted by the Buyer. If the Buyer maintains permanent business relations with the Seller, the Buyer's acceptance of the GTCS for one order shall be deemed to constitute its acceptance for all other orders and contracts. Terms and conditions that do not conform to the following provisions shall not be binding upon PFEIFER Polska Sp. z o.o. as the Seller, even if not expressly contradicted by the Seller. PFEIFER Polska Sp. z o.o. hereinafter shall be also referred to as: "Seller".

§ 2. Special arrangements and their form, partial ineffectiveness.

Deviations from these terms and conditions of sale, in particular the Buyer's conditions, require the written acceptance of the Seller for their validity. The invalidity of any provision of these terms and conditions of sale shall not affect the effectiveness of the remaining provisions of these terms and conditions.

§ 3. Contract conclusion.

1. Offers submitted by the Seller shall only be an invitation to negotiations and shall not be legally binding (they shall not constitute an offer within the meaning of the Civil Code). If a contract is concluded (by confirmation of an order by the Buyer and in the form of a single sale contract or a permanent contract attached to an invoice, an order confirmation, or a contract), the general terms and conditions of sale shall be an integral part of the concluded sale contract.

2. In the event of any discrepancies between the contract and the GTCS, the provisions of the contract shall prevail.

3. Catalogues, price lists and other information addressed to potential contractors shall not constitute an offer within the meaning of the Civil Code.

4. The conclusion of a contract by way of confirmation of the Buyer's order shall be effected by a written confirmation by an authorized representative of the Seller made immediately upon receipt of the order, but not later than 14 business days after receipt of the order. Any order not confirmed by the Seller within the aforementioned time limit shall be deemed not to have been accepted.

Orders placed by the Buyer by unauthorized persons are valid, and this circumstance shall not constitute grounds for refusing to pay for the goods or services ordered.

5. If it is not possible to fulfill an order within the time limit specified by the Buyer, the Seller shall specify the nearest possible fulfillment date in the order confirmation. This time limit shall be binding for the parties, unless the Buyer cancels the order within 7 business days from the date of being informed about the new fulfillment date at the latest.

6. The Seller shall not be liable for errors made by the Buyer in the contents of the order. Any and all non-standard conditions of installation or use of the ordered goods must be specified by the Buyer in the order. Failure to provide the above-mentioned information shall exclude the Seller's liability if the ordered goods are not suitable for installation or use as expected by the Buyer.

7. The delivery dates shall be agreed upon by the parties and may be subject to change. Any change to the delivery date shall be made not later than 7 days prior to the date previously agreed upon. If the delivery date is changed less than 7 days prior to the date originally agreed upon, additional costs (e.g. shipping cancellation fee) may be charged to the Buyer. Any changes requested by the Buyer may result in postponement of the delivery date.

8. Deliveries shall be made on business days, excluding public holidays.

§ 4. Commodities, prices, packaging.

1. The Seller sells two types of goods:
a) standard goods, which are sold on a continuous basis with a delivery time of up to 7 days from the date of the order or other date indicated in the offer,
b) non-standard goods, with a delivery time determined individually for each order.

2. The Seller reserves the right to change its prices in the event of changes in the prices of the materials required for production, the energy resources, the exchange rates and the applicable taxes and duties, as specified separately.

3. All incidental expenses (e.g. taxes other than VAT, charges, shipping/transport costs, customs duties, import charges) shall be charged separately by the Seller.

4. The prices of products in the Seller's price lists are given in Polish zlotys (PLN) or in euros (EUR). Price lists shall not constitute an offer and are for information purposes only.

5. The cost of disposable packaging shall be included in the price and shall not be refunded to the Buyer if the packaging is returned to the Seller. If the goods are sold in reusable packaging, the Buyer shall be charged with the cost of such packaging.

§ 5. Types of deliveries and their terms.

1. Unless otherwise specified by the Seller in a written order confirmation or in a contract, the goods shall be collected from the Seller's warehouse indicated in the order confirmation or contract, or shall be sent to the address mentioned in the order confirmation or contract. If there is no specific information on the warehouse address, the address of the Seller's registered office shall appy.

In the event of an advance payment, the Seller shall only issue the instruction to ship the goods to the Customer or release the goods from the warehouse if the payment is received and credited to the bank account of the Seller. The Seller shall carry out deliveries to the Buyer or the Buyer shall collect the goods from the warehouse using the following methods:

1.1. Collection from the warehouse of the Seller
a) The Buyer shall collect the goods itself at the warehouse of the Seller;
b) The Seller shall arrange and pay for the loading of the goods onto the means of transport of the Buyer;
c) all other costs related to the transport shall be borne by the Buyer;
d) the goods shall be released to the Buyer when they are loaded onto the means of transport of the Buyer;
e) the Buyer shall be obliged to ensure the transport conditions which guarantee the quality parameters of the products are maintained, and are compliant with the transport law in force;
f) at the request of the Buyer, the Seller may arrange transport from the place of collection to the destination specified in the order for a separate fee. The Buyer shall pay for transport of the goods based on the invoice received.

1.2. Free deliveries – shipping costs covered by the Seller.
a) The Seller undertakes to deliver the goods to the Buyer through a carrier and to conclude the contract for the shipping and pay the costs of loading and transport to the destination specified in the order;
b) The remaining costs, including the costs of unloading and any demurrage of the means of transport in connection with the receipt or unloading of the goods, and the costs of shipping of the goods back to the warehouse of the Seller in the event that the Buyer fails to collect the goods at the agreed place of delivery shall be borne by the Buyer;
c) The performance of the contract by the Seller shall take place upon the release of the ordered goods to the Buyer;
d) The unloading must be completed within 2 hours from the arrival at the destination place if the vehicle has arrived on the agreed date, between 7.00 am and 4.00 pm (exceeding this time limit entitles the Seller to charge the Buyer an extra fee for transport in the amount of EUR 100.00 net for each started hour);
e) Delivery of goods in accordance with the terms of the free delivery shall be made when the agreed commercial terms and conditions provide for such a mode of performance of the contract;
f) The delivery shall take place in accordance with the confirmed delivery date to the destination specified in the order or contract.

1.3. The unloading - also for free deliveries - must be carried out by the Buyer correctly and immediately at the time indicated in point 1.2.d (GTCS). If employees of the Seller assist in the unloading or storage of the delivered goods, they shall do so at the Buyer's risk and not as an aid of the Seller in fulfilling the terms and conditions of the contract.

1.4. The Seller reserves the right to make partial deliveries.

1.5. The goods shall be released to the Buyer or the person indicated in the order or in a separate contract. The person authorized to collect the goods on behalf of the Buyer shall be deemed to be:
• the person named in the order or contract;
• the person authorized to collect the goods on the basis of a separate, written, one-time or permanent authorization issued by the Buyer;
• in the absence of any of the abovementioned persons at the place of delivery, any person performing work for the Buyer or any person representing a company cooperating with the Buyer at the place of delivery or any other person authorized to take deliveries.

1.6. The receipt of the goods by the Buyer or the authorized persons mentioned above shall be confirmed by a legible signature or a personal stamp and initials on the consignment note or acknowledgement of receipt (including the delivery note).

1.7. The Seller shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims on account of errors or delays in the delivery caused by the logistics operator (forwarder).

1.8. The Buyer shall secure an access road and ensure safe unloading of the goods, in particular an access road with a minimum width of 4m, a free passage up to a height of 4.5m and sufficiently illuminated unloading areas, as well as an assistant if reversing of the vehicle at the unloading area is required.

1.9. In the case of deliveries requiring special permits for the use of means of transport necessary for the delivery, it shall be the responsibility of the Buyer to obtain such permits from the appropriate authorities. Such permits must be provided to the Seller prior to the loading of the vehicle at a time allowing for the performance of the delivery.

1.10. The Buyer shall be obliged to inspect the goods upon delivery. Any Buyer's objections to the terms and conditions of the delivery shall not relieve the Buyer from the obligation to accept and pay for the goods.

1.11. If the delivery of the goods is delayed for reasons attributable to the Buyer or if the goods are not collected from the warehouse by the Buyer in due time, the Seller shall be entitled at its sole discretion and without any liability to store the goods at the Buyer's risk and to charge the Buyer with the storage costs. If the storage takes place in the warehouses of the Seller, the storage costs shall be not less than 0.5% of the net order value for each day of storage from the date on which the goods were to be delivered or were to be collected by the Buyer from the warehouse.

1.12 In the event of providing services, the place of the service shall mean the place indicated in the order by the Buyer. The Seller, if they deem it technically or technologically necessary, shall reserve the right to provide the service at the Seller's premises. In this case, the transport costs shall be covered by the Buyer.

1.13 In the event when the service is provided at the place indicated by the Buyer, the Buyer shall undertake to ensure free of charge rooms, sanitary facilities, audio-visual equipment, as well as assistance and transport necessary to perform the service.

§ 6. Payment terms.

1. Unless otherwise agreed, the invoices issued by the Seller shall be payable by bank transfer. If payment by a bank transfer is indicated, payment for the goods or services by the Buyer shall be made within the time limit indicated in the invoice, whereby the time limit shall be calculated from the date on which the invoice has been issued.

2. The invoice shall be deemed as the first request for payment.

3. In the case of services commissioned by the Buyer and performed by the Seller, the confirmation of the completion of work signed by the representative of the Buyer shall be the basis for issuing an invoice. In the event that the Buyer, without justification, refrains from signing a document confirming the performance of the service, the Seller shall be entitled to draw up a unilateral protocol constituting the basis for issuing an invoice and demanding payment.

4. The date on which money is credited to the Seller's bank account shall be considered to be the date of payment.

5. In the case of domestic sales, the split payment mechanism shall apply, based on the provisions of the Act on Value Added Tax - Art. 108A(1c) and (3)(3).

6. Under the conditions set out in a separate agreement, the Seller may grant the Buyer a trade credit for the payment of the amount due for the goods received.

7. Lodging a complaint regarding quantity or quality shall not release the Buyer from the obligation to pay for the received goods or services within the agreed time limit.

8. If the goods are not collected by the Buyer within 7 days, the Buyer shall be obliged to cover the costs of the storage of the goods in the warehouse starting from the date when the delivery of the goods was to be made or the goods were to be collected from the warehouse by the Buyer.

8.1. Storage at the option of the Seller shall take place in the warehouse of the Seller and shall be charged at the current rate defined in the letter informing the Buyer of the delay.

8.2. If the Buyer fails to collect the goods within the agreed time limit, the Seller shall be entitled, after calling upon the Buyer to collect the goods within 7 days under pain of the sale of the goods to the account and at the risk of the Buyer, to sell the goods and to charge 50% of the original price of the goods to the Buyer as costs.

8.3. In the event of non-standard goods, the Buyer shall be obliged to pay 100% of the price of the purchased goods and of the costs of their disposal. The Seller shall inform the Buyer about the amount of the disposal costs in the request to collect the goods.

§ 7. Interest for late payment of the price.

In the event of any delay in the payment of due amounts, the Seller shall be entitled to charge the statutory interest for each day of the delay in payment.

§ 8. Security, retention of title.

1. At the request of the Seller, the Buyer shall provide the Seller with a blank bill of exchange, a surety bond, a guarantee or other form of security acceptable to the Seller to secure the deferred payment for the goods. The final decision as to the choice of the security shall be made with the Seller.

2. If the Seller, after concluding a contract with the Buyer, finds the Buyer to be at risk of losing its financial liquidity, the Seller shall have the right to withhold the delivery of goods/providing services until the Buyer has satisfied the overdue payment, and/or to request relevant security from the Buyer, and/or to demand 100% prepayment for further orders, and/or to refrain from granting trade credit to the Buyer.

3. The delivered goods shall remain the property of the Seller until the price and all other amounts due (including any additional receivables) under the contract of sale have been paid in full.

4. The Buyer shall not be entitled to pledge or give as a collateral any goods for which the Buyer has not paid the price due to the Seller.

5. At the request of the Seller, the Buyer shall be obliged to document in detail their claims against third parties on account of further sale of the purchased goods. The Buyer shall immediately notify the Seller of any liens and other third party actions that may affect the property and rights of the Seller.

6. The Seller reserves the intellectual property rights to drawings, calculations, trade offers and other documents provided to the Buyer with regard to the sale or delivery of the goods or services, and therefore the Buyer may not make them available to third parties unless prior written consent has been obtained from the Seller.

§ 9. Trade secret.

1. The Buyer shall not, without the consent of the Seller, disclose knowledge and information obtained as a result of their business relationship with the Seller to third parties in matters that constitute trade secrets.

1.1. A trade secret shall mean technical, technological and organizational information of the company or other information of economic value that has not been disclosed to the public, in particular information about the price offered to the Buyer, the commercial terms and conditions and other information reserved in the order confirmation by the Seller.

1.2. If the Buyer violates the provisions of this section, the Seller shall have the right to terminate the existing terms and conditions of cooperation, immediately cease to provide its services to the Buyer and to seek further compensation for the damages suffered.

§ 10. Complaints and liability for damage,

1. The Buyer shall be obliged to confirm the collection of the goods and to carefully inspect the condition of the goods immediately upon receipt.

2. The Seller shall not be liable for losses arising from improper storage or improper transport by the Buyer or unloading.

3. The Seller shall not be liable for design or workmanship errors of third parties.

4. The Buyer shall be obliged to report any defects of the goods or services (quality complaint) in writing, immediately after their discovery, no later than 7 days from the date of delivery of the goods or services. Any complaint submitted after this time limit shall be rejected.

5. Complaints relating to quantity shortages of specific goods must be reported immediately, but not later than within 3 business days from the date of receipt of the goods, in writing, together with the purchase documentation and the label of the batch being subject of the complaint. Any complaint submitted after this time limit shall be rejected.

6. In the event of a complaint, the Buyer shall be obliged to secure the products covered by the complaint for the Seller for a period of 7 business days from the date of filing the complaint in order to have the complaint confirmed by a representative of the Seller.

7. If delivery is carried out by a carrier, any loss or damage to the goods must be ascertained in accordance with a formal procedure. In the event of quantity shortages, the report must specify the discrepancies between the goods actually delivered and the delivery note and the waybill under pain of rejection of the complaint.

8. The Seller shall handle complaints concerning the quantity as quickly as possible, but not later than within 14 business days from the date of the complaint, and the Seller's failure to meet this time limit shall not constitute acceptance of the complaint.

9. Should the Seller accept a quantity complaint, the missing quantities shall be replenished within a period agreed with the Buyer which will be justified by technical and technological conditions.

10. The Seller shall handle quality complaints as quickly as possible and endeavor to ensure that they are investigated within a period lot longer than 21 days from the date of filing the complaint (for complaints that do not require an

inspection), or within 21 days from the date of the inspection.

12. The Seller shall not be liable for any wrong or incorrect interpretation of the information and technical data contained in catalogues, folders and other printed materials.

13. Suggestions, advice and recommendations other than those contained in the catalogues, folders and printed materials of the Seller shall be used by the Buyer at their own risk.

14. Liability under an implied warranty for defects shall be excluded. In the case of contracts involving consumers, an implied warranty for defects shall apply in accordance with the principles set forth in the Civil Code.

15. Lodging a complaint shall not release the Buyer from the obligation to make payment for the goods or services within the agreed time limit.

16. The Seller shall be liable for non-performance or improper performance of the contract (resulting from the sole fault of the Seller), however, this liability shall be restricted to actual damage, excluding loss of profits. Also, the Seller shall not be liable for any damages resulting from improper selection of the goods, their improper use, use other than their intended use or contrary to the instructions in the user manual, as well as any damage whose occurrence or size has been affected by the condition and properties of the infrastructure within which the goods are to be used, particularly including those elements with which the goods are to be connected. In each case, the liability of the Seller for any damages not covered by the exclusion shall be limited to the actual loss of the Buyer, in the amount not higher than 100% of the net price of the goods purchased/delivered. This limitation, however, shall not apply to damage resulting from willful misconduct. Furthermore, the Seller shall not be liable to the Buyer for defects in products that have been made by the Buyer using the goods delivered by the Seller.

17. Should the complaint be rejected, the Buyer shall be obliged to cover costs of the complaint procedure up to the amount specified by the Seller and, in this respect, shall acknowledge their liability and agree to reimburse the costs to the Seller. The costs of the complaint procedure shall be reimbursed on the basis of a debit note payable within 7 days from the date of its delivery to the address of the Buyer's registered office.

§ 12. Technical assistance.

1. The Seller shall provide Technical Assistance services basing on applicable layouts/designs or technical guidelines as agreed in the contract.

2. As agreed in the contract, the Seller shall each time provide assembly and operational manuals for the sold goods in an electronic form or the link to these manuals on its website. The assembly manual or the relevant link to the website shall be provided not later than on the day of delivery of the goods to the Buyer.

§ 14. Force majeure.

1. The Seller shall not be liable for failure to meet the delivery dates if such failure is due to a force majeure event or other circumstances beyond the control of the Seller. The Seller may suspend or limit a delivery, or withdraw from the contract until the hindrance ceases to exist. In none of the aforementioned situations shall the Seller be deemed to have failed to perform or to have improperly performed their obligations and no right to claim damages or contractual penalties shall be granted to the Buyer.

2. In the event that force majeure prevents one of the Parties from performing or fulfilling all or some of its obligations, such Party shall be relieved of such obligations for such time and to such extent that performance of the obligation in question is not possible.

3. Cases of force majeure as well as other unforeseeable events, such as acts of state authorities, transport disruptions, power outages, strikes, serious work disturbances at the Seller's, restrictions in the truck transport, restrictions in the availability of transport services from the carrier, shall relieve the Seller from the fulfilment of all or a part of their obligations. The Seller shall be relieved of these obligations for such time and to such extent that performance of the obligation in question is not possible.

4. The Seller shall not be liable for any damages suffered by the Buyer as a result of any delay or stoppage in the deliveries due to the reasons mentioned above.

5. The Parties agree that the term "force majeure" shall mean any and all events that exist or may exist in the future, that affect the performance of the contract and are beyond the control of the Parties, and cannot be foreseen or, although foreseeable, are unavoidable even after all reasonable efforts have been made by the Seller or the Buyer in order to avoid them.

6. The term "force majeure" specifically includes:
a) war; warfare, including civil war; state of emergency, including phenomena affecting markets connected to Seller's market;
b) state of natural disaster, including one caused by forces of nature;
c) acts of nature of extraordinary severity and consequences;

d) epidemics and restrictions implemented in connection with their occurrence;
e) acts of state authorities that make it impossible or difficult to perform a particular obligation.

§ 13. Assignment.
The transfer of receivables due by the Buyer against the Seller shall be allowed only with the prior consent of the Seller expressed in writing.

§ 14. Governing law.

Any disputes arising between the Seller and the Buyer shall be resolved in accordance with the provisions of the Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.

§ 15. Court.

The proper court for any disputes arising out of this contract shall be the common court competent for the registered office of the Seller, unless other contracts concluded with the Buyer provide otherwise.

§ 16. Personal data protection.

1. Sales transactions require the processing by the Seller of the Buyer's personal data provided, i.e., when placing an order. Therefore, it is necessary to comply with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /EC (hereinafter referred to as "GDPR").

2. The administrator of the Buyer's Personal Data is PFEIFER Polska Sp. z o. o. with its registered office at ul. Wrocławska 68, 55-330 Krępice near Wrocław, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław -Fabryczna in Wrocław, 9th Commercial Department of the National Court Register under the number: KRS 0000125686, share capital: PLN 972,000.00, Regon no.: 931104641, NIP: 8942303420, e-mail: sekretariat@pfeifer.pl.

3. Buyer's personal data shall be processed for the following purposes:

a) in order to execute the sales contract (legal basis: Article 6(1)(b) of the GDPR);
b) in order to fulfil legal obligations incumbent on the Seller in connection with executing the sales contract, in particular for tax and accounting purposes (legal basis: Article 6(1)(c) of the GDPR);
c) in order to establish, investigate or defend against claims between the Seller and the Buyer (legal basis: Article 6(1)(f) of the GDPR).

4. The Seller may entrust the processing of the Buyer's personal data to suppliers of services or products acting for the Seller, in particular entities providing IT, accounting, legal and other services, basing on personal data processing agreements concluded with such entities.

5. The Buyer's personal data shall be stored for the period necessary to execute the sales contract and fulfil orders, and longer for the necessary period for the limitation of claims. The Seller may store the data for a longer period than specified only if such period results from applicable provisions of law.

6. The Buyer shall have the right to:
a) access their personal data,
b) have data rectified,
c) have data deleted under the circumstances referred to in art. 17(1) of the GDPR,
d) restrict the processing of their data,
e) data portability,
f) lodge a complaint with the President of the Office for Personal Data Protection, if there is a reasonable suspicion that the Seller's processing of the Buyer's personal data violates the provisions of the GDPR.

In order to exercise the rights mentioned above, the Buyer shall submit relevant requests to the Seller's e-mail address: sekretariat@pfeifer.pl.

§ 17. Final provisions

1. In matters not covered by the provisions of the GTCS, the provisions of the Civil Code shall apply accordingly.

2. If contracts and terms of purchase have been drawn up in Polish and in a foreign language, Polish shall be the authentic language. In the event of any differences between the Polish-language version of the contract and a foreign one, the wording of the Polish version shall prevail.