

GENERAL TERMS AND CONDITIONS OF SALE OF ETISOFT SP. Z O.O.

These General Terms and Conditions of Sale of Etisoft Sp. z o.o. constitute general terms and conditions of agreements as defined in Article 384 of the Polish Civil Code and apply to all commercial relations established between Etisoft Sp. z o.o. and third parties (contractors).

General Terms and Conditions of Sale are an integral part of all trade agreements concluded between Etisoft Sp. z o.o. and third parties and apply to all orders placed with Etisoft Sp. z o.o. and are binding for both parties of each trade transaction, excluding the possibility of applying any general terms and conditions of the contractor of Etisoft Sp. z o.o., unless the parties to the transaction agree otherwise in writing.

These General Terms and Conditions of Sale are considered to have been accepted without reservation by the contracting party of Etisoft Sp. z o.o. if the contracting party of Etisoft Sp. z o.o. accepted the commercial offer of Etisoft Sp. z o.o. addressed to him individually and placed an order on its basis, or placed an order with Etisoft Sp. z o.o. on the basis of the valid price list or concluded a specific trade agreement with Etisoft Sp. z o.o.

DEFINITIONS

The terms used in these General Terms and Conditions of Sale have the following meaning:

1. **Seller** - Etisoft Sp. z o.o. with its registered office in Gliwice (code 44-100) at Szara street 21, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Gliwice -

X Commercial Division of the National Court Register under KRS no. 0000138415.

2. **OVS** – these General Terms and Conditions of Sale.

3. **Purchaser** - any domestic or foreign legal person, domestic or foreign entity without legal personality, but authorized, in accordance with relevant legal regulations, to perform business activity on its own behalf, acquiring or applying for the acquisition of goods or services from Etisoft Sp. z o.o..

4. **Price list** - a list of prices of particular goods or services and other documents containing lists of goods or services together with prices.

5. **Commercial Offer** - a document marked in its content as an offer, the integral part of which are these General Terms and Conditions of Sale and in which the time of validity of the offer has been specified.

Any information, including technical specifications and descriptions of goods and services contained in advertising and marketing materials of Etisoft Sp. z o.o. do not constitute a commercial offer within the meaning of the provisions of the Polish Civil Code.

6. **Goods** - all products, their parts, accessories and spare parts, as well as the consumables and other elements associated with these products, offered by Etisoft Sp. z o.o. for sale on given markets and being the subject of sale realized by Etisoft Sp. z o.o. on the basis of written orders of Purchasers or on the basis of specific trade agreements to which Etisoft Sp. z o.o. is a party.

7. **Services** - services offered to be rendered by Etisoft Sp. z o.o. under the conditions specified in the commercial offer or in the current price list of Etisoft Sp. z o.o. or provided on the basis of an individually agreed trade agreement and specified in detail in them.

8. **Trade Agreement** - a sales agreement, a supply agreement, a contract of mandate, a contract of specific work, regulated by the provisions of the Polish Civil Code and other acts in force in Poland, as well as a contract for the supply of services for consideration to which the provisions of the Polish Civil Code on commissioning apply and any other agreement under which Etisoft Sp. z o.o. transfers the ownership of certain goods or the right to use certain goods to a third party or provides any services to a third party in return for payment.

9. **Order** - a legally binding written commitment of Purchaser to Seller to purchase goods or services, constituting, in the legal sense, acceptance of the individually addressed offer of Etisoft Sp. z o.o. concerning the sale of specific goods or services, as well as a legally binding written commitment of Purchaser to Seller to purchase specific goods or services at prices and conditions indicated in the current price list of Etisoft Sp. z o.o.

10. **Confirmation of the order or Confirmation** - a written statement of Seller on the acceptance of a specific order for processing, submitted to Purchaser no later than within two working days from the date of receipt of this order from Purchaser.

11. **Force Majeure** - any event of an extraordinary nature, completely beyond the control of the parties, which the parties could not prevent and had no influence on, and preventing any of the parties from performing, in whole or in part, their obligations under a confirmed order or trade agreement, in particular: war, martial law, armed conflicts, riots, strikes of a supra-local character, natural disasters, acts of terrorism, epidemics, embargoes, orders of the competent state and local government authorities causing production restrictions or resulting in the inability to produce and/or sell goods or services, implementation of regulations limiting the import or export of goods or services within the territory of the European Union and countries outside the European Union, etc.

12. **Minimum Order Size** - the minimum quantity of a given product that can be ordered (usually a roll or a quantity of a given product in a collective package) specified in the offer or in the price list.

TERMS AND CONDITIONS OF SALE

I. CONCLUSION OF TRADE AGREEMENT AND SELLER'S LIABILITY

1. The conclusion of the trade agreement between Seller and Purchaser takes place at the moment of signing the content of the relevant, separate agreement by the last of the parties, and if the agreement is concluded as a result of placing a specific order by Purchaser, at the moment when Purchaser receives Seller's statement on acceptance of this order for processing.

2. Orders can be placed by Purchaser on the basis of accepted individual commercial offer or on the basis of Seller's valid price lists, provided that such price lists do not constitute an offer, but only information addressed to an unspecified circle of addressees about goods or services offered by Seller and their prices.

3. Each order to be valid (also in the case when it is to be executed under a separate trade agreement) must be submitted in writing by a person authorized in this respect on Purchaser's side and sent to Seller by fax, e-mail or in any other way agreed by the parties and contain:

- specification of the type and quantity of ordered goods or services with indication of the code assigned by Seller to given goods or services from the offer or price list (optionally with the indication of Purchaser's code assigned to given goods or services which has been agreed with Seller), however, with regard to the quantity of ordered goods or services, it cannot be less than the quantity specified in an individual offer or Minimum Order Size in the current price list.

- specification of the delivery date and place of delivery of ordered goods or services - in the absence of the specification of the delivery date, Seller will specify in the order confirmation the date on which the goods ordered by Purchaser will be ready for dispatch to the place of delivery or ready for collection by Purchaser from the seat of Seller,

- data identifying Purchaser necessary to issue a VAT invoice and contact details of persons authorized by Purchaser to place orders, including e-mail address and seal of Purchaser, as well as signature of the person authorized to place a specific order

- it is assumed that a person using the company seal of Purchaser or sending the order from Purchaser's e-mail address is entitled to place all orders on Purchaser's behalf; in case of orders placed by e-mail, it is also assumed that the address from which the order was sent is the proper contact address of Purchaser, if no other e-mail contact address was indicated on the specified order.

Orders that do not meet the above requirements as to their form and content may be considered by Seller as not being placed by Purchaser at all, which means that Purchaser's order is not registered in the ERP system used by Seller (registration of a specific Purchaser in the ERP system is a necessary condition for Seller to process any orders for goods and services for the benefit of that Purchaser).

4. For the content of each order is the responsibility of Purchaser, so any errors made in the content of the order are solely the responsibility of Purchaser.

5. The order placed by Purchaser and confirmed by Seller is deemed irrevocable, unless the parties separately agree otherwise. In case of Purchaser's withdrawal of the order confirmed by Seller, Purchaser is obliged to reimburse Seller for all costs resulting from realization of Purchaser's order, provided that the value of the reimbursed costs does not in any case exceed the value of the withdrawn Purchaser's order. Any prepayments previously made by Purchaser in connection with the cancelled order will be credited against the costs reimbursed by Purchaser.

6. If Seller confirms a given order with reservations or modifications, Purchaser is bound by the content of these reservations or modifications, unless the same day the order confirmation with reservations or modifications is received, Purchaser provides comments on such reservations or modifications to Seller or submits to Seller a statement on withdrawal of the order - in such a case, item 5 above will not apply.

7. Seller's confirmation of the order to be processed, for its validity, requires a written confirmation by a person authorized to do so on the side of Seller and sending it to Purchaser by e-mail or in any other manner agreed upon by the parties. Failure to confirm a specific order to be processed by Seller in the above form within two working days from the date of its receipt from Purchaser is treated as equivalent to the fact that the commercial agreement between Seller and Purchaser has not been concluded at all - the provision of Article 68.2 of the Polish Civil Code providing for implicit acceptance of the offer is not applicable.

8. If Seller is unable to execute a specific order by the date indicated in Purchaser's order placed on the basis of an offer or price list, Seller in the order confirmation will present Purchaser with the closest possible date of execution of this order. This deadline will be binding for the parties unless Purchaser on the day of the reception of the confirmation of such an order submits to the Seller a statement on its withdrawal - in such a case, item 5 above will not be applicable.

9. Seller is released from any liability towards Purchaser, including liability for damages, as well as will not be bound by the terms and conditions of the order placed by Purchaser and confirmed by Seller in the order confirmation, if its execution became impossible as a result of force majeure or as a result of other circumstances beyond Seller's control, in particular in the event of such an action or omission of

Purchaser that the delivery of goods or services to Purchaser in accordance with the terms of the confirmed order has become impossible or excessively difficult.

Force majeure and other circumstances beyond Seller's control preventing or significantly hindering proper performance of obligations resulting from the concluded trade agreements entitle Seller within their scope and for the period of their duration to suspend completely the deliveries of goods or services being the subject of these agreements to the Purchaser or to postpone the date of their performance accordingly.

10. Contractual liability of Seller for non-performance or improper performance of a specific trade agreement concluded with Purchaser, as well as Seller's liability for the quality of performance under a specific trade agreement is limited, in each case, to the amount constituting the equivalent of the net price of the sale of goods or services due to Seller under a given trade agreement.

Sellers' liability for any indirect or consequential damages suffered by Purchaser as a result of non-performance or improper performance of their obligations under a specific trade agreement as well as for benefits lost by Purchaser as a result of the above circumstances is completely excluded.

II. PRICES AND TERMS OF PAYMENT

1. The sale of goods or transfer of ownership of goods to Purchaser on the basis of a trade agreement other than sale, as well as rendering services to Purchaser takes place at the prices indicated in the price list valid at the time of placing a specific order by Purchaser or at the prices indicated in the individual commercial offer accepted by Purchaser.

Both the prices indicated in the price list and the prices indicated in the offer are net prices and are increased by the applicable Value Added Tax (VAT) or other taxes replacing it or additionally introduced mandatory taxes, unless a specific commercial transaction between Seller and Purchaser is not a subject to such a tax under applicable provisions of law.

Establishing a lower price than the price resulting from the price list binding at the time of placing a specific order by Purchaser or lower than the price resulting from an individual offer accepted by Purchaser requires a written agreement of the parties concluded via e-mail or in any other manner agreed upon by the parties, otherwise only the prices indicated in the price list or in the offer will be deemed binding.

2. In the case of possible discrepancies between the prices indicated in the individual offer and the prices indicated by Seller in the confirmation of the order placed by Purchaser as a result of accepting that offer, the prices indicated in the offer will apply. In the case of possible discrepancies between the prices indicated in the price list and the prices indicated by the Seller in the confirmation of the order placed by Purchaser on the basis of this price list, the prices indicated in the price list will apply.

3. Unless the parties agree otherwise separately, unit net prices of goods are in force for goods in standard disposable packaging used by Seller.

4. Payment for goods or services covered by a specific order of Purchaser should be made by bank transfer to the bank account of Seller each time indicated on the VAT invoice related to this order, within the deadline specified on the invoice, and the payment term is counted from the date of invoice issue by Seller.

The date of payment for ordered goods or services by Purchaser will be deemed to be the date of receipt of funds by Seller's bank account indicated on the VAT invoice.

5. With respect to Purchasers having their registered office in the Republic of Poland, invoices are issued in the Polish currency - i.e. in Polish zlotys (PLN) or in any other currency agreed upon by the parties on the basis of a separate agreement concluded between them in this respect.

6. Payment for a specific VAT invoice will be always made by Purchaser in the currency indicated in the invoice. Purchaser bears all costs related to monetary settlements in respect of purchases of goods or services from Seller, including in particular costs resulting from bank fees charged by Seller's bank for currency transfers received from other banks.

7. Unless otherwise agreed by the parties, payment for goods or services specified in the Purchaser's order is executed without deductions or set-offs of mutual claims and lodging a complaint by Purchaser regarding the quantity or quality of ordered goods or services, as well as possible refusal of Purchaser to accept goods or services does not release Purchaser from the obligation of payment for delivered goods or services on time.

8. In the case of delay on the part of Purchaser in the settlement of payments due to Seller under a specified order longer than 21 days from the date indicated on the relevant VAT invoice or from the date agreed separately by the parties, Seller will be entitled to unilaterally extend the deadline for all subsequent deliveries of goods or services under individual orders against the deadlines indicated in Purchaser's orders confirmed by Seller. Extension of the time limits for delivery of goods or services by Seller in this mode results in the exclusion of all claims for damages and other claims against Seller resulting from such extension of the time limits for delivery of goods or services for each subsequent order of Purchaser.

9. With the date of the payment of the outstanding amount due by Purchaser for supplies of goods or services covered by a specific order, Seller will be entitled to resume supplies of goods or services only on the terms and on dates unilaterally determined by Seller.

10. If there is a reasonable doubt as to the timely fulfilment of Purchaser's obligation to pay for the ordered goods or services, Seller will be entitled to claim from Purchaser the whole sale price of goods or services before the delivery of these goods or services or before the performance of certain services, regardless of the payment date indicated earlier in Purchaser's order confirmed by Seller or in an individual offer.

11. In the case of delay in the settlement of Purchaser's payments due to Seller under a specific order longer than 30 days from the date indicated on the relevant VAT invoice or from the date agreed separately by the parties, Seller will be entitled to terminate the trade agreement immediately without being liable to Purchaser for any damages.

III. TERMS OF DELIVERIES

1. Unless the Parties agree otherwise separately, deliveries of goods to Purchaser will be made on the basis of EX WORKS formula according to INCOTERMS 2020 from the warehouse in Seller's registered office.

2. The Sellers is always entitled to deliver goods or services being the subject of a specific trade agreement before the date indicated in the Purchaser's order for such goods or services, confirmed by Seller, unless the parties separately agree otherwise.

IV. RESERVATION OF THE PROPERTY RIGHTS AND CONFIDENTIALITY OF THE INFORMATION OBTAINED

1. Until Purchaser pays the entire amount of the purchase price for the ordered goods, indicated in the relevant VAT invoice, they remain the legal property of Seller, unless otherwise agreed by the parties.

2. If Purchaser transfers any of its rights to unpaid or not fully paid goods to a third party, it will be assumed that simultaneously with such a transfer, Purchaser transferred to Seller all claims that Purchaser may have in relation to such goods, provided that it does not release Purchaser from the liability towards Seller for the sale of such goods and that it does not release Purchaser from the obligation to notify a third party who purchased such goods from Purchaser of the legal title of Seller to the ownership of the purchased goods.

3. In the case of delay in the settlement of Purchaser's payments due to the Seller under a specified order for a period longer than 30 days from the date indicated on the relevant VAT invoice or from the date agreed separately by the parties, the Seller, regardless of other rights resulting from these General Terms

and Conditions of Sale, has the right to demand from Purchaser at any time to return the delivered but not paid goods.

4. In the event that the Seller makes use of the right referred to in item 3 above, Purchaser is obliged to return Seller all the unpaid goods at its own cost and risk within 7 working days from the date of requesting the return of such goods from Seller, provided that the return also includes loading, transport and unloading of the goods being returned at the place indicated by the Seller.

5. On the basis of the concluded trade agreements, Seller reserves that no intellectual property rights, including copyright and related rights and rights vested in Seller in accordance with the Act of 30 June, 2000 - Industrial property rights are transferred to Purchaser, nor any licence, including a licence to use Seller's trademarks is granted to Purchaser, unless otherwise agreed by the parties. Purchaser does not acquire the ownership right or any other right to devices and tools used by the Seller to produce the offered goods or services.

6. In connection with the concluded trade agreement, Purchaser is by no means entitled to conduct audits in Seller's enterprise and to verify any of its documentation, as well as to conduct audits in the enterprises of sub-suppliers or subcontractors of Seller and to verify their documentation, unless otherwise agreed by the parties.

7. Purchaser is obliged to keep all information obtained from Seller in connection with the conclusion of the trade agreement with Seller completely confidential and not to disclose it to any third parties.

V. LIABILITY FOR DEFECTS IN GOODS AND SERVICES, COMPLAINT PROCEDURES

1. All information and technical data concerning the goods or services offered by Seller, which are based on catalogues, brochures, leaflets and other advertising and marketing materials or which are provided to Purchaser in any other way are only approximate information. Therefore, Seller is not liable for erroneous or incorrect interpretation of this information by Purchaser or for Purchaser's assessment of the suitability of offered goods and services for the intended purpose. Seller is not liable for any use of the purchased goods or services inconsistent with the specifications or instructions of Seller.

2. Seller waives any liability, including liability for damages, for the consequences of Purchaser's use of goods delivered exclusively for the purpose of carrying out their trials, tests, raw material analyses, comparative analyses, and related activities.

3. Purchaser is obliged to confirm the receipt of goods or services and to verify them carefully in terms of their quantity immediately after the receipt.

4. If after the verification of goods or services Purchaser finds quantitative discrepancies, Purchaser is obliged to inform Seller immediately, but not later than within 3 working days from the date of receipt of specified goods or services, in writing, by e-mail or by sending a registered letter, in order to agree on further course of proceedings, provided that Seller will have 3 working days from the date of receipt of Purchaser's written complaint regarding the incorrect quantity to respond.

Seller's liability under warranty, in the case of accepted complaints regarding incorrect quantity of goods or services is limited to:

- delivery of the missing quantity of goods or services within the period agreed upon by the parties or reduction of the sales price of goods or services by the value of the missing goods or services and issuing an appropriate correcting invoice to Purchaser - in the case when the quantity of delivered goods or services is below the required level,
- collection of surplus goods or services from Purchaser within 7 working days from the date of the complaint acceptance – in the case when the quantity of delivered goods or services exceeds the required amount.

5. Purchaser is obliged to inform Seller immediately in writing about any detected quality defects of the delivered goods or services, but not later than within 12 months from the date of receipt of specific goods or services. In order to meet the above deadline, it is sufficient to send, by e-mail or by registered mail, a notification of the detected quality defects of goods or services delivered before the expiry of this deadline.

Seller will have 14 working days to respond counting from the date of receipt of a written quality complaint.

Seller's liability under warranty, in the case of accepted quality complaints of goods or services is limited, depending on the choice made by Seller, to:

- replacement of defective goods or services with free from defects within 14 working days from the date of acceptance of the complaint or
- removal of defects in goods or services within 14 working days from the date of acceptance of the complaint, or
- reducing the sales price of goods or services by the value of defective goods or services and issuing a proper correcting invoice to Purchaser.

6. Both with respect to defects in the quantity of goods or services delivered to Purchaser and with respect to their quality defects, Purchaser's right to withdraw from a specific trade agreement to which he is entitled under the provisions of the Polish Civil Code regulating the warranty rights for physical defects of the sold item is excluded, unless the parties separately agreed otherwise.

VI. MISCELLANEOUS

1. Any disputes arising out of or in connection with the conclusion of the trade agreement between Seller and Purchaser will be settled by a common court of law having territorial jurisdiction over Seller's registered office, unless the parties separately agreed otherwise.
2. Any disputes arising out of or in connection with the conclusion of the trade agreement between Seller and Purchaser will be governed by Polish law, excluding the possibility to apply the provisions of the Convention on Contracts for the International Sale of Goods concluded on 11 April 1980 in Vienna, unless otherwise separately agreed by the parties.
3. Upon conclusion of the trade agreement between Seller and Purchaser, all other agreements concerning the same subject matter, existing previously between the parties, both oral and written, will become null and void.
4. Purchaser is not allowed to assign any rights resulting from the trade agreement concluded with Seller without the prior Seller's written consent.
5. In the event of the legal invalidity of individual items of these General Terms and Conditions of Sale, the remaining provisions and the trade agreements executed on their basis will remain in force, and the invalid provisions of the General Terms and Conditions of Sale will be replaced by appropriate legal provisions that reflect the meaning and purpose of these provisions as fully as possible.
6. By concluding a trade agreement with Seller, Purchaser gives consent to processing by Seller of his personal data both for the purpose of execution of the concluded trade agreement and for marketing purposes related to Seller's business, unless otherwise agreed by the parties. In each case, Purchaser is entitled to all rights in accordance with the provisions of the Act of 10 May 2018 on Personal Data Protection (Journal of Laws of 2018, item 1000) and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.
7. If the text of these General Terms and Conditions of Sale is made available to Purchaser in Polish and English at the same time, in the event of discrepancies between these two language versions the Polish version will prevail.
8. Any changes to these General Terms and Conditions of Sale shall be made in writing under pain of nullity.

9. These General Terms and Conditions of Sale were approved by the resolution of the Management Board of Etisoft Sp. z o.o. of 20 May 2019 and enter into force on 01 June 2019, which means that they apply to commercial relations established between Etisoft Sp. z o.o. and third parties after 31 May 2019.