

General Terms and Conditions of Business of ULTRON Zakład Urządzeń Elektronicznych Sp. z o.o.

I) DEFINITIONS

- 1) 'Buyer' - a self-employed entrepreneur (natural person, legal person or organisational unit without legal personality) placing an order with the Supplier for the delivery of Products
- 2) 'GTC' - these 'General Terms and Conditions of Cooperation of Ultron Zakład Urządzeń Elektronicznych Sp. z o.o.
- 3) 'Seller' - Ultron Zakład Urządzeń Elektronicznych Sp. z o.o. with its registered office at ul. Olsztyńska 66, 11-001 Dywity, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn VIII Economic Division of the National Court Register under KRS number: 0001084981, NIP PL7393995264, REGON 527595465, share capital PLN 100 000.00
- 4) 'Product' - commercial goods and equipment on offer from the Seller
- 5) 'Parties' - Seller and Buyer
- 6) 'Contract' - an agreement relating to the supply, sale or other act concerning the Products, concluded as a result of the Seller's acceptance of an order placed by the Buyer
- 7) 'Offer' - a declaration of intent made in writing to the Buyer in which the Seller specifies the object of sale ('Product'), the packaging, the quantity of a single delivery, the price and the terms of delivery and payment.
- 8) 'Incoterms' - International Commercial Terms INCOTERMS 2010 or later adopted
- 9) 'Order' - the Buyer's written notice of acceptance of an offer or other written statement of intent confirming the desire to purchase

II) GENERAL PROVISIONS

- 1) The GTCs set out the standard terms and conditions on which the Seller delivers the Products to the Buyer and shall apply to all Contracts, forming an integral part and exclusive legal regulation thereof, unless otherwise agreed in writing.
- 2) The GTCs are available on the Seller's website and are communicated to the Buyer. The Buyer shall also accept the GTCs in any other manner if it is evident from the Buyer's behaviour that the Buyer has familiarised himself with the GTCs. The content of the GTCs becomes binding upon their receipt and the Buyer expresses his consent to all provisions contained therein by concluding a Contract, submitting an Order or accepting an Offer.
- 3) If the Buyer has an ongoing business relationship with the Seller, the Buyer's acceptance of the GTCs for one Contract shall be deemed to be acceptance of them for all other Contracts.
- 4) Unless otherwise agreed in writing, the Seller shall not be bound by any sales conditions or reservations of the Buyer contrary to the GTCs, even if the Seller has not expressly objected to such conditions or reservations.
- 5) The illegality, invalidity or unenforceability of any provision contained in the GTCs shall not affect the legality, validity and enforceability of the remaining provisions of the GTCs. The invalid or ineffective provisions shall be replaced by the provisions that are closest to the assumptions of the GTCs.

III) ORDERS

- 1) The order should be submitted in writing and specify:
 - a) The exact name and address and VAT number of the Buyer;
 - b) The Product to be ordered, its packaging and quantity;
 - c) Price of the Product;
 - d) Deadline for receipt of the Product;
 - e) Terms of payment for the Product.

The above must be in accordance with the Seller's Offer.

- 2) The Order should bear the company seal and be signed by a person authorised to place orders on behalf of the Buyer. The Seller has the right to verify the entitlement of the Order before confirming it.
- 3) The Seller may accept the Order in whole or in part.
- 4) The Seller sends a confirmation of the Order to the Buyer.
- 5) If the Buyer does not raise any objections in writing within 24 hours, the Order is fulfilled in accordance with the Order confirmation sent by the Seller.

- 6) The Buyer is responsible for the accuracy of the data provided in the Order and in the documents attached to the Order. The Buyer may not refuse to accept the Product made in accordance with the Order confirmation sent by the Seller.
- 7) All published catalogues, photos, drawings, technical plans and diagrams and technical data are for information purposes only. Only technical data and parameters confirmed by the Seller are binding.
- 8) The Seller reserves the right to make changes to the construction, technical data and design of the ordered Products resulting from modernisation and technical progress, provided that the Product, despite the changes, does not change its character and technical properties.
- 9) In the event that the Purchaser requests changes to the ordered Product, such request shall be treated as a new Order. The new Order shall be taken into consideration if the Seller considers its execution possible. In such a case, the price and the delivery date agreed in the original Order shall not bind the Seller. The Seller may specify a new price as well as a new delivery date for the Product. In the event that the requested changes to the Order are deemed impossible to execute, the original Order shall be binding upon the Parties.
- 10) The Buyer is obliged to collaborate in the process of manufacturing the Object of Contract by accepting the design of the Product, which may consist of: a layout with the Product's dimensions, media, arrangement of the main components, indication of the Product's technical parameters, as well as the materials and equipment to be used in the performance of the Contract.
- 11) Acceptance of the design will be made by the Purchaser within 3 working days from the date of receipt of the design by e-mail from the Seller. If comments are made on the design or if there are objections that go beyond the submitted offer, a delay in the acceptance of the design may extend the term of the Contract by the time of the delay in the acceptance of the design. If the delay in the acceptance of the design is more than 14 days, the Seller has the right to unilaterally set a new completion date. Acceptance of the design is a prerequisite for the commencement of production of the Product.
- 12) The dissemination and use of the documentation provided by the seller to the buyer in any form for purposes other than those specified in the agreement is prohibited.
- 13) The Seller's technical documentation, including the design, is protected by copyright.
- 14) The Parties acknowledge that all information obtained by the Parties in connection with the conclusion and performance of the Agreement shall constitute a secret of the Parties' enterprise within the meaning of Article 11 of the Act on Combating Unfair Competition of 16 April 1993 (Journal of Laws No. 47, item 211), (Confidential Information).
- 15) Confidential Information is, in particular:
 - information concerning the manner of execution of the Contract, technical and technological data,
 - information concerning the terms and conditions of the Agreement,
 - information constituting personal data within the meaning of the Personal Data Protection Act of 29 August 1997 (Journal of Laws No. 133, item 883, as amended).
- 16) The Parties undertake to use Confidential Information only to the extent necessary for the proper performance of the Agreement.

IV) PRICES

- 1) The prices valid for the execution of Orders placed by the Buyer shall be the prices contained in the Seller's current price offer, unless otherwise agreed in writing.
- 2) The prices quoted in the Offers, Contracts are net prices, i.e. excluding VAT (under INCOTERMS EXW terms and conditions) and all loading, unloading, transport, insurance and other similar costs shall be charged to the Buyer unless agreed otherwise in writing.
- 3) Offers, advertisements and other announcements about the Products offered by the Seller are for information purposes only.
- 4) The date of payment shall be the date of crediting the Seller's bank account or cash payment at the Seller's cash desk.
- 5) In relation to the Buyer who places an Order for the Product for the first time or the order exceeds PLN 10,000, the Seller reserves the right to request an advance payment or other security for the performance of the Contract from the Buyer.
- 6) In the event of withdrawal from the Contract by the Purchaser for reasons not attributable to the Seller or in the event of withdrawal from the Contract by the Seller for reasons attributable to such Purchaser, the Seller shall be entitled to charge the Purchaser a contractual penalty in the amount of 30% of the gross value of the Order. In addition, the Seller may demand that the Purchaser reimburse all documented costs, including the costs of purchased materials and components, costs of advanced production in progress (including the costs of materials, costs of external services, labour costs with mark-ups), incurred up to the date of withdrawal from the Agreement.

V) PAYMENTS

1) The Purchaser shall be obliged to make the payment of the total gross amount indicated in the invoice or pro-forma invoice within 7 days of its receipt to the Seller's bank account indicated in the invoice, and if no account information is provided therein - to the account at Bank PEKAO S.A. account no:

(a) for invoices issued in zloty (PLN): 55 1240 5598 1111 0011 3513 3533

b) for invoices issued in Euro (EUR): 20 1240 5598 1978 0011 3680 1505

Swift code PKOPPLPW, unless otherwise agreed in writing or other payment terms have been specified on the invoice or proforma invoice.

2) The Buyer authorises the Seller to issue VAT invoices without his signature.

3) The seller shall be entitled to charge interest for late payment at a rate of two times the maximum interest in commercial transactions.

4) The Purchaser shall not be entitled to set off, set-off or deduct from its obligations to the Seller any amounts it claims or may claim from the Seller on any account, unless otherwise agreed in writing.

5) The lodging of a complaint does not entitle the Buyer to withhold payment for the Product or any part thereof.

6) The buyer undertakes to make an advance payment within a maximum of 7 days to the seller's bank account in the amount of 50% of the gross contract value, based on the proforma provided.

7) Failure to make an advance payment by the specified date will result in the right to change the date of execution of the Contract, and if the new date is not accepted by the Buyer, the Seller shall have the right to withdraw from the Contract.

8) 40% of the gross contract value - the Buyer shall pay by bank transfer to the Seller's bank account within 7 days from the date of initial acceptance of the Product at the ULTRON's premises prior to delivery, on the basis of a final invoice issued on the date of initial acceptance. The invoice will include the final payment after the final acceptance at the Buyer's premises or at the place indicated by the Buyer.

9) 10% of the gross Contract value - the Buyer shall pay by bank transfer to the Seller's bank account within 14 days from the date of final acceptance of the Product at the Buyer's registered office or the place indicated by the Buyer, but no later than 30 days from the date of delivery of the Product to the Buyer's registered office or the place indicated by the Buyer.

10) Failure on the part of the Buyer to be ready for pre-commissioning of the Product at Ultron's premises shall entitle the Seller to unilaterally sign a protocol for pre-commissioning of the Product and issue a final invoice for the Product.

11) Failure on the part of the Buyer to be ready for pre-commissioning or final acceptance of the Product and its commissioning shall not suspend the obligation to pay. Delay in payment of any payment may result in withholding of further performance by the Seller.

12) The Parties agree that each payment shall be treated as a divided performance and may be enforced before the Court.

13) The Product shall remain the property of the Seller until the Product is paid in full.

14) If the Buyer wishes to dispose of the Product before full payment for the Product has been made, the Buyer must obtain the Seller's written consent to such disposal under pain of payment of compensation equal to the price of the Product. The Buyer shall be obliged to inform its consignee of the assignment of the receivables to the Seller.

15) Failure to pay the Contract amount by the date indicated on the final invoice and the expiry of 7 consecutive calendar days may result in blocking of the Product. In addition, the Seller shall have the right, at the expense of the Buyer, to demand the temporary surrender of the blocked Product in order to secure his rights thereon. Such a request shall not be deemed to be an exercise of the right of withdrawal from the Contract.

VI) DELIVERY

1) The Product shall be delivered on the terms and conditions indicated in the Offer in accordance with Incoterms, unless otherwise agreed in writing.

2) The Seller shall only be bound by the delivery date if he confirms it in writing.

- 3) The Buyer shall be obliged to accept the ordered Products within the agreed time limit.
- 4) In the event of a delay on the part of the Buyer in collecting the Product, the Seller shall have the right to charge the Buyer with the costs of Product storage in the amount of :
 - a) 1,000 EUR for each commenced week for Products occupying more than 4 m2
 - b) EUR 200 for each commenced week for Products occupying up to 4 m2
- 5) It is the Buyer's responsibility to unload the Product and to set up the Product, in a location with a cleanliness not inferior to that obtained on the details, and to provide the necessary building structures, electrical connections, compressed air, extraction equipment and other technical infrastructure necessary to put the Product into operation.
- 6) The Buyer is obliged to notify the Seller in writing of the receipt of the Product on the day of delivery of the Product to the Buyer's premises or to the place indicated by the Buyer. Such information must be sent without delay to the e-mail address: ultron@ultron.pl no later than the next working day.
- 7) The Seller shall have the right to suspend the delivery of the Product if the Buyer is in delay with payments due to the Seller, without this affecting other rights of the Seller under the Contract or any other agreement concluded with the Buyer. The Seller shall not be obliged to resume delivery until the Buyer has paid all outstanding amounts due, together with all costs and interest due.
- 8) The risk related to damage, destruction or accidental loss of the Product as well as all benefits and burdens related to the Product shall be transferred to the Buyer on the day of handing over the Product to the Buyer in accordance with the Incoterms included in the Contract confirmation.
- 9) If the Parties agree that the Product is delivered at the Seller's risk, the Buyer shall be obliged to thoroughly inspect the Products upon delivery and to confirm the delivery protocol. The Buyer is obliged to notify the Seller within 48 hours of delivery of any damage or shortage in the Products. Such information should be sent to the e-mail address: ultron@ultron.pl.
- 10) The Seller shall not be held liable for shortages or defects in the Product delivered to the Buyer in the event of the Buyer's failure to exercise due diligence in taking delivery of the Product, thereby preventing the Seller from making a legitimate claim against the carrier of the Product for loss, damage or quantity shortages.
- 11) The Seller shall be released from its obligation to deliver the Product on the originally agreed delivery date and may postpone this date if events beyond the Seller's control (force majeure) occur that prevent it from performing the Contract. The Seller may withdraw from the Contract if such events prevent him from performing the Contract. Force majeure shall be understood as events that could not have been foreseen and prevented, such as in particular: natural disasters, strikes, blockades, labour disputes, changes in the legal status, administrative decisions, orders of state authorities. This shall also apply to circumstances where such events occur at the Seller's suppliers or subcontractors or where the timely fulfilment of obligations by the Seller is impossible or significantly hindered for economic reasons. The above circumstances may be invoked by the Seller during an already existing delay in the performance of an obligation. The Seller shall inform the Purchaser immediately of the commencement and termination of such circumstances.
- 12) In the event of a delay in acceptance of the Product or a delay in signing the final acceptance protocol of the device due to the Buyer's fault, the Seller shall be entitled to demand from the Buyer a contractual penalty amounting to 1% of the net value of the Product for each commenced week of delay.
- 13) In case the final acceptance has not been carried out for reasons attributable to the Buyer, the costs of a new acceptance procedure and tests, including the costs of materials, Seller's man-hours and any costs of the Seller with a new arrival, shall be borne in full by the Buyer.
- 14) The Seller shall be entitled to claim damages in excess of the contractual penalty referred to in Section 12 (pursuant to Art. 484 § 1 of the Civil Code).

VII) WARRANTY AND POST-WARRANTY SERVICE

- 1) The Seller provides a warranty for the Product for a period of 24 months, calculated from the date of final acceptance of the Product or the date of sale in the event that the Product is not put into operation for reasons attributable to the Buyer. The guarantee applies only to physical defects of the Product, the Buyer being aware that the cleaning procedure (cleaning agents used) may significantly affect the quality of the cleaning and the service life of the Product.
- 2) The warranty rights are confirmed by the warranty document, which is part of the Product.
- 3) The condition for exercising the warranty rights is the full payment for the Product.

- 4) The prerequisite for maintaining the warranty rights is the performance of paid inspections of the Product by the Seller's service, unless stated otherwise in the operating instructions, every 6 months. The Buyer is obliged to inform the Seller about the inspection and setting a date convenient for the Parties.
- 5) The Seller's liability under the guarantee covers material and manufacturing defects found and recognised by the Seller with an appropriate protocol.
- 6) The guarantee does not cover parts subject to rapid wear and tear due to normal operation.
- 7) The Seller shall not be liable for any damage caused by improper or improper use, faulty assembly or commissioning performed by the Buyer or third parties, negligence, lack of daily maintenance, late reporting of faults and malfunctions of the Product.
- 8) Any repairs, improvements or other changes affecting the operation of the Product carried out without the consent of the Seller shall not be covered by the warranty and may also void the warranty on other components and parts of the Product.
- 9) It is the Buyer's responsibility to:
 - a) to comply with the technical inspection dates and maintenance work in accordance with the Seller's recommendations and to have repairs, maintenance work and inspections carried out during the warranty period by the Seller's service department under pain of forfeiture of the warranty;
 - b) to use only original parts of the Product manufacturer or parts approved by the manufacturer as a prerequisite for the maintenance of warranty rights.
- 10) A written notification of defects shall include:
 - a) An indication of the type and serial number of the Product;
 - b) Description of the defect;
 - c) Signature of the person authorised to act on behalf of the Purchaser.and should be sent to the Seller by e-mail to the following address: serwis@ultron.pl. The service accepts notification on working days from Monday to Friday from 7.00 am to 3.00 pm.
- 11) The Seller's liability for defects in the Product is limited to the provisions of this guarantee. The Buyer shall not be entitled to any claims under the warranty for physical defects of the Product.
- 12) The Seller has the right to withhold from the Buyer any claims under the guarantee until the Buyer has paid all outstanding amounts due.
- 13) After the warranty period, the Seller shall provide the Buyer with post-warranty service against payment.
- 14) The post-warranty service will be carried out within 14 working days, after the Buyer has paid to the Seller's bank account an advance payment in the agreed amount referred to in art. 394 of the Civil Code, determined on the basis of the preliminary repair cost estimate. The remaining repair costs, in particular the price of materials and labour costs, the Buyer undertakes to pay within 7 days from the date of post-warranty repair.
- 15) In the case of a failure occurring after the guarantee period, the Seller is obliged to undertake activities aimed at rectifying the failure on the same principles as during the guarantee period, whereas the Buyer undertakes to cover all costs of failure rectification in accordance with provisions of a separate agreement concluded between the Parties after the guarantee period.
- 16) The Seller undertakes to provide spare parts against payment for at least 3 years after the warranty period of the Product has expired.
- 17) In the event that the Buyer reports the need for repair under warranty and the findings during the inspection rule out a defect in the equipment, the Buyer undertakes to pay the travel costs and labour costs according to the following scheme:
 - PLN 1.30 for each kilometre round trip
 - PLN 350 for each hour of work.

VIII) SELLER'S LIABILITY

- 1) The Seller's liability under the Contract shall not exceed the invoice price of the Product.
- 2) The Seller shall not be liable for any loss of profits or income of the Buyer.
- 3) The Seller shall not be liable for any damage caused by improper use or storage of the Product by the Buyer.
- 4) The Seller shall only be liable under the guarantee granted.

- 5) The Buyer is not entitled to any claims under the warranty for physical defects of the Product.
- 6) The basis for claims under the guarantee is the original invoice issued by the Seller and payment of the entire amount of the invoice or not being in arrears with payments to the Seller.
- 7) The warranty covers only Products which have been used for their intended purpose and installed in accordance with technical standards, operating instructions and ensuring appropriate conditions during setting and use.
- 8) The following are not covered by the warranty
 - a) Defects resulting from improper use;
 - b) Defects resulting from negligence, destruction or use of the Product despite the defect;
 - c) Defects resulting from incorrect assembly or commissioning of the Product by the Buyer or third parties;
 - d) Defects resulting from mechanical damage

IX) TRADEMARKS

The trademarks affixed to the Products are the property of the authorised persons and the Buyer is obliged to comply with the laws in force in this regard.

X) PROHIBITION ON ASSIGNMENT

The Buyer shall not be entitled, without the prior written consent of the Seller, to assign or dispose of all or part of its rights, claims and obligations under the Contract.

XI) WITHDRAWAL FROM THE CONTRACT

- 1) The Seller shall have the right to withdraw from the Contract with immediate effect by submitting a written statement to the Buyer in the event that:
 - a) The buyer is not meeting his payment obligations on time;
 - b) Bankruptcy or reorganization proceedings have been initiated against the Buyer;
 - c) A petition for opening of liquidation proceedings has been filed against the Buyer;
 - d) A curator has been appointed with respect to the Buyer;
 - e) The Buyer is in material breach of his obligations arising from the Contract or any other agreement concluded with the Seller.
- 2) Any right of withdrawal provided for in the GTCs shall be exercisable within one year from the date of conclusion of the Contract

XII) PERSONAL DATA PROTECTION - INFORMATION CLAUSE

- 1) The administrator of personal data provided in the course of concluding Contracts between the Seller and the Buyer, the implementation of these Contracts, as well as activities undertaken in order to conclude such Contracts is - Ultron Electronic Device Plant Sp. z o.o. with its seat at ul. Olsztyńska 66, 11-001 Dywity, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Olsztyn VIII Economic Department of the National Court Register under KRS number: 0001084981, NIP PL7393995264, REGON 527595465, share capital 100 000,00 zł, hereinafter referred to in this paragraph: "Administrator". Contact with the Administrator is possible by e-mail, at: ultron@ultron.pl.
- 2) The legal basis for the processing of personal data is the conclusion of an Agreement, as described in these T&Cs, between the Administrator and the Buyer, its performance (including the fulfilment of obligations under a guarantee) or taking actions necessary for the conclusion of such an Agreement, for the performance of which the processing of personal data is necessary.
- 3) The personal data of the Buyer or the person representing the Buyer shall be processed only for the purposes related to the performance of the Contract and to take necessary actions prior to the conclusion of the Contract.
- 4) Provision of personal data is not obligatory, however, failure to provide such data will make the conclusion and performance of the Contract impossible.
- 5) Personal data will be stored for no longer than is necessary for the performance of the subject matter of the Contract and the assertion of its claims. The maximum period for storing personal data is 5 years from the expiry of the guarantee period.
- 6) The Administrator may forward the personal data of the Buyer or the person representing the Buyer to entities (recipients) performing transport of goods to the Buyer's registered office or a place indicated by the

Buyer, subcontractors, accounting companies, IT companies, law firms, loss adjusters, insurers or other entities directly or indirectly related to the performance of the Contract.

7) The Administrator does not intend to transfer the personal data of the Buyer or the person representing the Buyer to a third country or to international organisations.

8) The Buyer or the person representing the Buyer has the right to request from the Administrator access to his/her personal data, rectification, portability and deletion, as well as the right to request restriction of its processing.

9) In relation to the processing of personal data by the Administrator, the Buyer or the person representing the Buyer has the right to lodge a complaint with a supervisory authority. Based on the personal data, the Administrator will not make automated decisions towards the Buyer or the person representing the Buyer, including decisions resulting from profiling.

XIII) APPLICABLE LAW. DISPUTE RESOLUTION

1) The Contracts concluded between the Seller and the Buyer shall be governed by the Polish law.

2) The Parties shall strive to amicably settle any disputes arising in connection with the performance of the Contracts.

3) The exclusive jurisdiction over the disputes arising from the Contract shall be vested in the common court having jurisdiction over the registered office of the Seller.

4) Any amendments to the GTCs shall be made in writing under pain of nullity.

5) The provisions of the Civil Code shall apply to any matters not regulated otherwise by these GTCs or not regulated in these GTCs.

6) The GTCs shall enter into force on 23.05.2024.