

GENERAL TERMS AND CONDITIONS OF SALE

(on foreign sales)

§ 1. General provisions

1. These General Terms and Conditions of Sale (hereinafter "GTCS") define the rights and obligations of the parties to contracts for the sale of goods of which the seller is:

APATOR JOINT-STOCK COMPANY

Registered office: ul. Gdańska 4A/C4, 87-100 Toruń, Poland

Legal form: joint-stock company entered in the Register of Entrepreneurs of the National Court Registry, which registration files are kept by the District Court in Toruń, VII Commercial Department of the National Court Registry, under no. 0000056456, NIP (Tax Identification Number): 8790166896, REGON (National Official Business Register): 870037630, share capital: 3.264.707,30 PLN, fully paid up.

2. These GTCS are an integral part of sales agreements concluded by the Seller or offers submitted by the Seller.
3. These GTCS may be applied if the other party to the agreement is an entrepreneur within the meaning of the Polish Civil Code with its registered office or place of residence outside the borders of the Republic of Poland.
4. These GTCS exclude the application of other contractual templates (general terms and conditions of contract, terms and conditions of sale, model contracts, rules and regulations, etc.) applied or established by the Buyer.
5. Contractual provisions, individually agreed and confirmed in writing, have precedence over the provisions of these GTCS to the extent that they contain provisions different from these GTCS.

§ 2. Definitions

The terms used in these GTCS mean:

1. **Seller** – an entity stated in section § 1 section 1 of these GTCS.
2. **Buyer** – a legal person, an organisational unit without legal personality and a natural person running a business, having its registered office or place of residence outside the borders of the Republic of Poland, as stated in section § 1 section 2 of these GTCS.
3. **Payment date** – the date on which the amount due for the Products becomes due.
4. **Products** – movables, software, goods and services, goods that may be sold under a sales agreement between the Seller and the Buyer, with the proviso that in the event the object of the agreement is the SPIDAP

software, the Seller's general terms and conditions concerning the granting of licences for this software shall apply in this respect

5. **Order** - an offer to purchase the Products made by the Buyer in writing, delivered in person, by post, courier or by e-mail, containing at least: the name of the ordered Product and its quantity, the Buyer's data necessary for issuing a VAT invoice and data on the Buyer's company, contact details, estimated date of collection of the ordered products, as well as the Buyer's preferred INCOTERMS 2020 trade rule.
6. **Confirmation** - the Seller's written statement of acceptance of the Order, submitted to the Buyer upon its receipt, specifying at least the price of the Products valid as of the date of submission of the Order, the total value of the ordered Products, valid as of the date of submission of the Order, the INCOTERMS 2020 trade rule agreed with the Buyer, terms and warranty periods granted by the Seller for the Products as well as terms and dates of payment, subject to § 4.6 below.
7. **Export** - the sale of Products to a Buyer residing outside the European Union and the European Economic Area.

§ 3. Agreement conclusion

1. Information concerning the Products of the Seller presented in catalogues, folders, brochures, e.g., and also placed on the Seller's website have only advertising character and do not constitute an offer within the meaning of the Polish Civil Code.
2. Any assurances, warranties, promises and amendments to the terms and conditions of the sales agreement or the Order placed verbally by the Seller's employees in connection with the conclusion of the sales agreement or submission of an offer shall not bind the Seller.
3. The Seller shall submit an offer to the buyer in writing or electronically, e.g. by fax, e-mail.
4. The Buyer may submit the Order in writing, also electronically, e.g. by fax, e-mail. The Order shall refer to the Seller's offer number. It is permissible to make detailed arrangements as to the terms of the Order by e-mail.
5. The validity of the offer as far as prices are concerned shall be indicated in the offer and shall be calculated from the date of delivery to the Buyer.
6. The sale agreement between the Seller and the Buyer is concluded upon receipt of the Order by the Seller, which does not differ in any respect from the original offer received by the Buyer with regard to the essential terms of the sale agreement.
7. In case of discrepancies between the Order submitted by the Buyer and the Seller's offer, the Confirmation, which is issued and sent to the Buyer by the Seller, shall be binding. If the Order is cancelled by the Buyer after the Buyer has received the Confirmation, section 11 below shall apply accordingly.
8. The Buyer's Order should contain the following data:

- The company name of the Buyer - together with its legal form and an indication of the exact address,
 - The Buyer's tax identification number, if any,
 - The Buyer's identification number in the relevant foreign entrepreneur register,
 - Designation of the indicated Product the trade name or an alphanumeric symbol from the Seller's catalogue,
 - Number of Products ordered,
 - Buyer's proposed INCOTERMS 2020 trade rule.
9. If the Order relates to an offer previously submitted by the Seller, it is necessary to include the number of such offer on the Order if it has not expired. If the offer number is not referred to, the Seller shall not be liable for any discrepancies in the price on the VAT invoice, lack of availability of the Product, as well as discrepancies in the specific parameters of the Product specified in the original order.
10. Cancellation of the Order by the Buyer shall be admissible only in exceptional situations after prior written agreement on the terms of cancellation with the Seller.
11. Within 3 business days from the date of placing the Order, the Seller should inform the Buyer about possible refusal to accept the Order for execution, as well as about possible difficulties related thereto.

§ 4. Price

1. The price for the Product which is the subject of the sales agreement shall be specified in each case in the Seller's offer, the Confirmation and the sales agreement.
2. The Buyer is obliged to pay the price within the due date resulting from the VAT invoice issued by the Seller, unless a different due date results from the provisions of the offer, the Confirmation or the sales agreement. The Seller reserves the right to invoice in part for completed deliveries and works.
3. The invoice due date and form of payment are agreed individually for each Buyer.
4. Unless the parties agree otherwise, the delivery of the Products being the subject of the agreement may take place only after the Buyer has paid the entire price of the ordered Product ("prepayment"). In such a situation, the Seller shall only commence performance of the sales agreement after the due funds have been credited to his bank account.
5. Payment of the price shall be made by transfer to the bank account specified by the Seller in the VAT invoice or in any other form agreed in the Confirmation or the sales agreement.
6. Payment is deemed to have been made when the funds are credited to the Seller's bank account.

7. The Seller reserves the right to unilaterally increase the price in the event that, after the conclusion of the agreement, there are premises of an objective nature justifying an increase in the price of the Product, on which the Seller had no influence, such as changes in the rates of tax on goods and services, changes in the price of raw materials such as copper, steel, changes in the prices of plastics.
8. In the case of a price increase referred to in section 7 above, the Seller shall be obliged to inform the Buyer immediately, however no later than one month prior to the date of execution of the Order in writing or in electronical form e.g. by fax, e-mail of the price change and the justification thereof.
9. If the Buyer does not accept the price change in the case referred to in section 7 and 8 above, the Buyer is entitled to withdraw from the Order in whole or in part within 2 business days from the date of the Seller's notification of the price change in accordance with section 8 above. The declaration of withdrawal from the order in whole or in part shall be made in writing and contain a justification. In the case of withdrawal from the contract on the basis of the aforesaid, § 3 section 11 of GTCS shall apply accordingly.
10. A failure to pay within the due date specified on the invoice shall entitle the Seller to discontinue the supply of Products and to suspend the execution of Orders already accepted. The Seller may make the execution of a new Order placed by a Buyer who is in arrears with payments or pays invoices in arrears subject to an advance payment on the account of the Buyer's new Order.
11. In the event of a delay in the payment of the price, the Seller shall be entitled to default interest for the duration of the delay, even if the Seller has not suffered any damage and even if the delay was caused by circumstances for which the Seller is not responsible. The Seller shall be entitled to statutory interest, unless a different default interest rate is specified in the sales agreement. The obligation to pay default interest shall not exclude the claim for damages on general principles.
12. The lodging of a complaint does not relieve the Buyer of his obligation to make pay the price for the Products within the agreed invoice due date.
13. In the event that the sales agreement cannot be completed on the agreed date for reasons beyond the Seller's control, the Seller will immediately inform the Buyer and agree a new delivery date with him. In such a case, the Buyer will have the right to withdraw from the agreement, to which the delay relates, within 7 days of receiving the information from the Seller.
14. In the event that the Seller is unable to carry out the sales agreement through the sole fault of the Buyer, in particular due to: lack of cooperation on the part of the Buyer, failure to set a delivery date by the Buyer, failure to pay the price by the Buyer, the Seller shall immediately inform the Buyer

of this fact and agree with the Buyer a new delivery date and price. If a new delivery date and price are not agreed, the Seller has the right to withdraw from the Order in its entirety within 30 days from the date of informing the Buyer that the Order cannot be executed through the Buyer's fault. In such case, the Buyer undertakes to bear all Seller's costs incurred in connection with the execution of the Order up to the moment of withdrawal from the agreement.

§ 5. Delivery and transport of the Product

1. Delivery of the Products shall be made on the date specified in the offer or Confirmation, as agreed by the Parties, on the basis of the INCOTERMS 2020 trade rule jointly adopted by the Parties.
2. The delivery date may be changed in the event of: a) suspension of delivery for reasons attributable to the Buyer; b) delay of the Buyer's in payment of the price; c) the Buyer not providing the Seller with the information necessary for the delivery; d) force majeure. In such cases, the delivery date shall be extended by the period of occurrence of such circumstances, taking into account the time necessary for the Seller to resume delivery.
3. The Buyer is obliged to check the compatibility of the delivered Product with the sales agreement immediately after receiving the Product. Is obliged to check in particular: the condition of the shipment and the quality, quantity and assortment of the delivered Product, and immediately, but no later than within 7 business days, report any reservations in this respect to the carrier and the Seller, drawing up a protocol of discrepancies. The Seller reserves the right to inspect the reported damage at the place of delivery.
4. Delivery shall be deemed to have been accepted unreservedly in terms of quantity and free from damage upon signature of the delivery protocol by the person designated and authorised by the Buyer. In any event, the person authorised by the Buyer shall be presumed to be the person actually taking delivery of the Product at the Buyer's business premises or at any other agreed place of delivery.
5. If the Buyer takes delivery of the Product without examining them or does not make any reservations at the time of taking delivery of the Product, this shall be deemed to be confirmation that the Products have been delivered correctly, in the correct quantity and have no damage resulting from transport damage.
6. If the Buyer extends the agreed delivery date or if the Product is not collected, the Seller has the right to charge the Buyer with the costs of transport, including customs fees, and flat rate storage costs amounting to 1% of the sales price for each day of storage.
7. If the Buyer delays the collection of the Product from the Seller's warehouse by more than 7 days or has not collected the Product in another agreed place within the agreed period of time, the Seller shall call on the Buyer to collect the Product within 7 days from the date of receipt of the call.

8. After the ineffective expiry of the additional period described in section 7, the Seller is entitled to give the Product for safekeeping or to store the Product in his own warehouse at the expense and risk of the Buyer. The provisions of section 6 above shall apply accordingly.
9. There is a flat-rate storage cost for the Products of 1% of the net sales agreement value for each commenced day of storage, calculated from the first day after the deadline on which the Products were to be collected or delivered to the place of delivery.
10. The detailed conditions of delivery and transport of the Product shall result from mutual agreements between the Seller and the Buyer, including the Confirmation, the selected commercial rule INCOTERMS 2020 and the sales agreement.

§ 6. Packaging

1. The Seller shall make every effort to ensure that the Product is properly packaged.
2. The materials used to package the Product shall be credited to the Seller's own costs and shall not be reimbursed, unless otherwise agreed by the parties.
3. The Seller declares that he is aware of and applies the current environmental standards of EU law on packaging, packaging waste and packaging recycling, including European Parliament and Council Directive 94/62/EC of 20 December 1994 on packaging and packaging waste.
4. If the performance of the sales agreement is to be of an Export nature, the parties shall agree in the sales contract on the manner of dealing with packaging intended for the transportation of the Product. In this respect, the parties agree to enter into a separate agreement with a recycler, which will specify in particular the conditions for recycling or disposal of packaging and the settlement of costs between the Parties.
5. In fulfilling the obligations arising from the above paragraphs and from responsible handling and protection of the environment, the parties shall be guided in particular by the principle that the quantity of packaging used for transporting the Product shall correspond to the quantity of packaging still to be returned/recycled/recycled.

§ 7. Force majeure

The Seller shall not be liable in the event of a failure to fulfill his obligations under the agreement if this was due to causes beyond his control which could not have been foreseen at the time the agreement was concluded and which could not have been avoided (force majeure), e.g. shortage of personnel, war, floods, strike, epidemics.

§ 8. Contractual penalties

The Buyer shall be obliged to pay the Seller a contractual penalty for withdrawal from the sales agreement for reasons beyond the Seller's control, within 7 calendar days from the date of submission of the notice of withdrawal from the agreement, in the amount of 20% of the net sale price resulting from the sales agreement. Payment of the contractual penalty shall not relieve the Buyer from the obligation to reimburse the Seller's actual costs incurred up to the moment of withdrawal from the agreement for reasons beyond the Seller's control.

§ 9. Liability

1. The Seller shall be liable for a failure to perform or undue performance of the sales agreement concluded with the Buyer, with the proviso that the liability is limited to damage of actual nature, excluding lost profits. The Seller shall not be liable for any damage resulting from improper selection of the Products, their improper use or use contrary to their intended purpose or instructions for operation and maintenance, as well as for any damage the occurrence or extent of which has been affected by the condition and properties of the infrastructure within which the Products are to be used, including in particular those elements thereof with which the Products are to be connected.
2. In any event, the Seller's liability for any damage not covered by the above mentioned exclusion shall be limited to the Buyer's actual loss, in an amount not exceeding 100% of the net contractual remuneration, whereby this limitation shall not apply to damage caused by the Seller's wilful misconduct.
3. If the parties have agreed in writing on the delivery of Products or materials that do not comply with Polish Standards or other technical or safety standards, the Seller shall not be liable for any resulting damage.
4. The Buyer shall be responsible for the applicability and consequences of the use of Products supplied by the Seller in specific construction solutions of the Buyer, even if the Seller was involved as an advisor or consultant in the preparation of the construction and final Product of the Buyer.
5. The Seller shall not be liable to the Buyer for defects in goods made by the Buyer using Products supplied by the Seller.

§ 10. Warranty

1. The Seller grants a warranty for the Product being the subject of the agreement concluded with the Buyer, however, the length of the warranty periods will be each time agreed individually with the Buyer, taking into account, in particular, the type of the sold Product, the total value of the concluded sales agreement, as well as the length and course of previous cooperation between the Parties. The Seller assumes a standard warranty

period for the Product of 24 months. The Seller allows the possibility of extending the warranty period for an additional fee.

2. The Seller ensures the operability of the Product from the date on which a protocol of acceptance of the Product at the place of delivery is drawn up and signed by the contractual Parties, for the agreed warranty period.
3. The Buyer shall only be entitled to exercise his rights under the warranty if he complies with the rules for use and maintenance of the Product sold, as specified by the Seller.
4. The Seller undertakes to replace the Product or remove any physical defects (repair) of the Product free of charge during the warranty period, as far as it assumes responsibility for them, taking into account section 5. The Seller undertakes to replace the Product, if the physical defects are so far-reaching, that the repair would prove uneconomic in relation to the replacement. Detailed rules for exercising the rights arising from the warranty will be each time individually agreed upon by the parties.
5. Liability under the warranty covers only physical defects arising from causes inherent in the warranted item. The warranty covers only defects arising from causes inherent in the sold Product. The warranty does not cover defects arising from other causes, including in particular defects arising from: incorrect use or application of the Product; incorrect selection of the Product for the conditions of use; incorrect assembly or maintenance; repairs or interventions made by the Buyer or third parties without the prior consent of the Seller or contrary to the instructions given by the Seller; force majeure.
6. The Buyer shall lose his warranty rights to the Product if any modifications of the Product or traces of tampering by unauthorised persons are found, including software changes made or introduced without Seller's certification.
7. The Seller shall not be liable for any damage incurred by the Buyer as a result of failure or malfunction of the Product, during the warranty period and after the warranty period.
8. This warranty does not cover lost profits due to Product defects or compensation for damage outside the Product.
9. Warranty repairs shall be carried out at the Seller's premises. In justified factual circumstances, indicating in particular that performing warranty repairs at the registered office of the Seller will be impossible, excessively difficult or involving potentially excessive and disproportionate costs from the perspective of the interests of the Parties to the sales agreement, warranty repairs may be performed at the place of delivery of the Product subject to warranty, indicated by the Buyer, or at the registered office of the Buyer. The Seller shall proceed with the fulfilment of the Buyer's warranty rights upon receipt of a notification by telephone, subsequently confirmed by e-mail at *pomiarowa-laczeniowa.asa@apator.com* or in

writing, as well as agreeing with the Buyer the principles of exercising these rights.

10. The Seller shall remove the physical defect of the Product subject to the warranty within the approximate time limit given to the Buyer in response to the notification referred to in the above section. The parties agree that the deadline in the preceding sentence may be changed due to the nature of the physical defect and the estimated time of transport of the Product, of which the Seller shall each time inform the Buyer.
11. In the case of defects or damage resulting, in the opinion of the Seller, in the necessity of replacing individual elements of the Product under warranty, the Seller shall replace them.
12. The Buyer shall, within the time agreed with the Seller, make the Product subject to warranty available to the persons appointed by the Seller for the purpose of repair. The detailed conditions of making the Product available, including its delivery to the Seller's registered office, shall be each time agreed individually with the Buyer.
13. Persons responsible for the implementation of the sales agreement on the part of the Buyer shall be entitled to report irregularities in the item subject to the warranty.
14. In the case of unjustified complaints, the Buyer shall bear the costs of warranty service incurred by the Seller.
15. The seller shall provide a full, chargeable after-warranty service.
16. Any disputes that may arise from the warranty shall be settled in accordance with Polish law by the common court having jurisdiction over the Seller's registered office.

§ 11. Legal warranty

The Seller's liability for the Product under warranty for physical and legal defects, according to the Polish Civil Code, is excluded.

§ 12. Assignment of receivables

The transfer of receivables to which the Buyer is entitled from the Seller is only permitted with the prior written consent of the Seller.

§ 13. Final provisions

1. The law applicable to these GTCS shall be the law of Poland.
2. Any disputes arising between the parties shall be resolved in accordance with Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) signed in Vienna on 11 April 1980.
3. The court competent to settle disputes arising from the application of these GTCS shall be the court having jurisdiction over the Seller's registered office.
4. The invalidity or invalidity of some of the provisions of these GTCS shall not affect the validity or effectiveness of the remaining provisions.

5. The Seller has the right to store and process the Buyer's personal data for the purposes related to the implementation of sales agreement.
6. Any amendments to these GTCS must be made in writing under pain of nullity.
7. In the event that these GTCS are also formulated in a language other than Polish, the GTCS in Polish shall apply in the event of a dispute.
8. By accepting these GTCS, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf in the country and abroad in connection with the execution of sales agreements of the Products offered by the Seller.
9. The Buyer may not, without the Seller's consent, transfer the knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by trade secrets.
10. The Seller declares that it has the status of a large enterprise within the meaning of Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, Official Journal of the EU of 26.6.2014, L 187/1.
11. The Seller declares that it complies with regulations related to environmental protection, social responsibility and corporate governance (ESG standards) in its business activities in a sustainable and socially responsible manner and has an Integrated Management System that meets the requirements of international standards: ISO 9001, ISO 27001, ISO 45001, ISO 14001.
12. The parties declare that, pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980 (CISG), they exclude its application to sales contracts concluded between them.