

GENERAL CONDITIONS OF SALE

1. General provisions

These General Conditions of Sale (hereinafter called **"General Conditions"**) shall apply to sale of Goods and Services provided by RAControls Sp. z o.o. with its registered office in Katowice at Kościuszki 112, 40-519 Katowice, recorded under number 0000272745 in the National Court Register, 8th Commercial Department, share capital 450 000 PLN, NIP 634-262-18-89, BDO 000002915 (hereinafter called **"the Seller"**).

In these General Conditions **"the Goods"** shall mean, indicated in the Seller's offer or order confirmation, movable items, in particular devices, spare parts, materials and hardware, firmware and software products.

In these General Conditions **"the Services"** shall mean Services indicated in the Seller's offer or order confirmation, in particular installation and commissioning services, training maintenance, engineering and remanufacturing services. The Goods and Services will hereinafter be referred to as **"the Products"**.

For the purposes of these General Terms and Conditions **"the Sale of Products"** means both, the sale of the Goods and the related services.

These General Conditions shall apply to any agreement for the Sale of Products, whether such sale is effected by paper-based transaction or via facsimile or other forms of electronic data interchange ("EDI") or electronic commerce.

The provisions of these General Conditions may be modified upon Buyer request or on the initiative of the Seller, however, any changes must be made in written form, otherwise being null and void, unless these General Conditions provide otherwise. Unless the Parties agree otherwise by submitting a relevant statement in writing by authorized representatives of the Parties, the agreement shall consist of:

- 1) Order Confirmation;
- 2) The Seller's offer:
 - a) offer addressed to the Buyer. The offer shall contain details of the Buyer;
 - b) specifications posted on the Seller's website (in the Seller's online shop);
- 3) These General Conditions;
- 4) The Buyer's order;
- 5) Attachments to the Buyer's order or documents referred to in the order, while taking account of the possible doubts arising from the divergent provisions of these General Conditions and any templates used by the Buyer, the Seller does not consent to the conclusion of other general conditions and templates proposed by the Buyer into the agreement, in particular in the order for

request of the Buyer, or indicated by the Buyer in the attachments.

Any deviations from the above provision require a written form and a statement of authorized representatives of the Seller. Such statements cannot be implied.

2. Payment

Unless agreed otherwise in writing between the Buyer and the Seller, in particular in the offer or confirmation of accepting the order for execution, the obligatory form of payment is prepayment. Seller may render partial invoices and require progressive payments. Seller reserves the right to render invoices electronically and to receive payment by way of electronic funds transfer. Seller reserves the right to suspend any further performance hereunder or otherwise in the event payment is not made when due. No payment by offset is permitted. Interest charges will be added to overdue invoices at the maximum rate (Article 481 §2¹ of the Civil Code).

3. Delivery terms

Delivery terms are FCA or CPT terms in accordance with the date of order acceptance per current Incoterms or other agreed terms documented in the offer or confirmation of order acceptance. In all cases, title shall pass to Buyer upon delivery to Buyer or receipt by the first carrier for delivery to Buyer, whichever occurs first, with the exception of intellectual property rights related to the Products which shall remain the property of Seller (or Manufacturers or Licensors). The shipping dates are approximate and are based upon the prompt receipt of all necessary information from the Buyer. Considering the approximate delivery date indicated in the offer and the order confirmation, the Seller shall not be liable for delays in delivery.

4. Warranty

a) Goods: The Seller warrants that for a period of one (1) year from the date of invoice rendered by the Seller, the new Goods delivered on the basis of these General Conditions shall be free from defects in material, workmanship and design. Goods repaired or replaced under this warranty clause are warranted for a period of six (6) months from the date of shipment to the Buyer or for the remainder of the initial warranty period of such specific Product, whichever is longer. The Parties agree that the maximum period of guaranteed efficiency of the device is the period of 18 months from the date of sale. The Buyer undertakes not to make any warranty claims exceeding the above-mentioned period, in particular on the basis in the Article 581 of the Civil Code.

b) Computer programs and firmware: Unless otherwise provided for in the Seller's or a third party license, the Seller warrants that standard software or firmware Products

furnished hereunder when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller for a period of one (1) year from the date of invoice from Seller. The Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained concerning the computer programs or firmware, that the products will function without disruptions or errors or that the functions contained therein will meet or satisfy Buyer's intended use or requirements.

If the subject of sale is a copy of the software, the warranty rules of the software manufacturer shall apply.

c) Services: The Seller ensures that the Services (e.g. training services, on-site repairs, engineering and custom application programming services) will be performed by appropriately skilled personnel employed or retained by Seller.

d) Specifications/Compatibility: Seller does not warrant and will not be liable for any design, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Seller does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer's application except to the extent expressly represented in Seller's published specifications or written quotation.

e) Remedies: Remedies under the above warranties will be limited, at Seller's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Products involved, and where applicable, only after the return of such Products pursuant to Seller's instructions.

The foregoing will be the exclusive remedies for any breach of warranty or breach of agreement arising therefrom.

f) The Buyer shall not be entitled to claim compensation or any other claim of this kind from the Seller and his suppliers, apart from those expressly indicated in these General Conditions under the general rules of the Civil Code, except for cases where the applicable regulations do not allow the exclusion of the Seller's liability. The Parties agree that the liability of the Seller under the statutory warranty for physical defects of goods (Article 558 § 1 of the Civil Code) shall be excluded.

g) General: Warranty satisfaction is available only if (a) Seller is provided prompt written notice of the warranty claim and (b) Seller's examination discloses that any alleged defect has not been caused by misuse: neglect, improper installation, operation, maintenance, alteration or modification by other than the Seller; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical

environment or electrical or electromagnetic noise environment.

h) The above warranties are in lieu of all other warranties and conditions, whether expressed, implied or statutory, including implied warranties of merchantability or fitness for a particular use, or performance or application warranties, to the fullest extent permitted by applicable law.

5. Disclaimer and Limitation of Liability

To the fullest extent permitted by applicable law, Seller will not be liable for any business interruption or loss of profit, revenue, materials, anticipated savings, data, contract, goodwill or the like (whether direct or indirect in nature) or for any other form of incidental, indirect or consequential damages of any kind. Seller's maximum cumulative liability relative to all other claims and liabilities, including obligations under any indemnity, whether or not insured, will not exceed the cost of the product(s) giving rise to the claim or liability. Seller disclaims all liability relative to gratuitous information or assistance provided by, but not required of Seller hereunder. Any action against Seller must be brought within eighteen (18) months after the cause of action accrues. These disclaimers and limitations of liability will apply regardless of any other contrary provision hereof and regardless of the form of action, whether in agreement, tort (including negligence and strict liability) or otherwise, and further will extend to the benefit of Seller's vendors, appointed distributors and other authorized resellers as third-party beneficiaries. Each provision hereof which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such.

6. Intellectual Property Indemnity

Except as excluded herein, Seller will defend any suit or proceeding brought against Buyer arising out of a claim that the design or construction of the Products sold or licensed hereunder by Seller infringes any patent, copyright or trademark granted or registered in the country of Seller's shipping destination, provided:

(a) Buyer promptly notifies Seller in writing of any such claim and any suit or proceeding, (b) at Seller's expense, Buyer gives Seller the sole right to defend, settle and control the defense of the suit or proceeding, (c) Buyer provides all necessary information and assistance for such defense or settlement, and (d) Buyer takes no position adverse to Seller in connection with such claim. In the event Seller is obligated to defend such suit or proceeding, Seller will pay all costs and damages finally awarded or agreed upon by Seller that are directly related thereto. Seller's obligations under this paragraph will be fulfilled if Seller, at its option and expense: (i) procures for Buyer the right to continue using such Products, (ii) replaces the same with non-infringing equipment/software having functionality similar to that of the Products, (iii) modifies the Products to make them non-

infringing while retaining similar functionality, or (iv) if (i)-(iii) are not commercially practicable, refunds to Buyer the purchase price of the affected Products in exchange for their return. Seller will have no obligation to defend or for any other liability with respect to: [a] any suit or proceeding to the extent based on or arising out of a configuration or modification made, specified or requested by Buyer and which is incorporated into or constitutes the Products, [b] the use of the Products in combination with other equipment, software or materials not supplied by Seller. As used in this paragraph, the term "Products" shall mean only Seller's standard hardware and software that are generally commercially available, and expressly excludes third-party-branded equipment/software. This paragraph is in lieu of all warranties or representations, whether express or implied, that the products will be free of the rightful claim of any third party by way of infringement or the like, including the provisions on the statutory warranty for legal defects.

7. Licensed software and firmware

The Seller does not grant the software license to the Buyer but acts only as an Authorized Distributor of the software indicated in the Manufacturer's offer. Using the software and firmware may require the Buyer's acceptance of additional terms and conditions set out in the software license terms specified by the Manufacturer. The Buyer is obliged to read the license terms and conditions of sale of software specified by the Manufacturer before placing the order. By placing an order the Buyer confirms acceptance of the above conditions.

8. Packing and Marking

Buyer-specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

9. Weights and Dimensions

Published or advertised weights and dimensions are estimates or approximations only and are not warranted.

10. Prices

Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and to confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. Prices do not include sales, use, excise, customs, value-added or similar taxes. Buyer will pay or reimburse Seller for all such taxes as may be applicable. Time and material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives

are available for work and waiting (whether on or off the job site) to perform the services.

11. Changes and Substitutions

Buyer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities. Seller further reserves the right to substitute using the latest superseding revision or series or equivalent Product having comparable form, fit and function.

12. Force Majeure

Neither Party shall be liable for non-performance or improper performance of the agreement due to causes beyond its reasonable control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

13. Government clauses and contracts

Application of government contract regulations and clauses to the Products or the agreement evidenced by these terms and conditions are subject to the separate review and consent by an authorized representative of the Seller and the supplier. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application either as a "Basic Component" as defined under United States nuclear regulations or under similar nuclear laws and regulations of any other country or otherwise.

14. Export control

Products and associated materials supplied or licensed hereunder may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision herein to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any Product or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller will be relieved of any further obligation relative to the sale and/or license and delivery of the Product(s) subject to such denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott related requests except to the extent permitted

by U.S. law, Polish law, the European Union or the United Nations. The decision on this matter shall be taken by the Seller and communicated in written or electronic form to the Buyer.

15. Disputes

The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the dispute shall be submitted to a common court of law.

16. Governing law and Forum

The agreement evidenced hereby and all disputes arising thereunder will be governed by and interpreted in accordance with the Laws of Poland. The provisions of the 1980 UN Convention on Contracts for the International Sales of Goods shall be excluded. Settlement of disputes shall be subject to the exclusive jurisdiction of Polish common courts with territorial jurisdiction over the Seller's registered office.

17. Severability clause

Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.

18. Assignment

The agreement evidenced hereby may not be assigned by either party without the written consent of the other (which consent will not be unreasonably withheld). However, consent will not be required for internal transfers and assignments as between Seller and its parent company, subsidiaries or affiliates as part of a consolidation, merger or any other form of corporate reorganization.

The Buyer accepts that the receivables arising from the agreement evidenced by these General Conditions may be the subject of a factoring agreement and the subject of a transfer to a debt collection agency indicated by a factor.

19. Confidentiality

Unless the Parties agree otherwise in writing, the agreement evidenced hereby and the content of the Seller's offer and the offered commercial conditions constitute confidential information.