

GENERAL CONDITIONS OF SALE OF RACONTROLS

1. GENERAL PROVISIONS

These General Conditions of Sale (hereinafter referred to as the General Conditions or General Terms) regulate the conditions of sale of Goods and provision of Services by the Seller, i.e. RAControls sp. z o.o. with its registered office in Katowice at ul. Kościuszki 112, 40-519 Katowice, entered into the register of entrepreneurs of the National Court Register kept by the District Court of Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS no. 0000272745, share capital: PLN 450,000, NIP 634-262-18-89, BDO 000002915.

Whenever reference is made to Goods, it shall be understood as movable items indicated in the Seller's offer or order confirmation, in particular devices, spare parts, materials and software products.

Whenever reference is made to Services, it shall mean the Services indicated in the Seller's offer or order confirmation, in particular assembly services, commissioning, training services, repair, regeneration.

The Goods and Services are hereinafter referred to as the Products.

For the purpose of these General Conditions, the Sale of Products shall mean both the sale of Goods and the provision of Services.

These General Conditions shall apply to any agreements for the sale of Products, regardless of whether the sale or provision of services takes place based on transactions concluded in writing, by facsimile, in electronic form or on the basis of electronic data interchange ("EDI") or within the scope of trading via the Internet.

The Products offered by the Seller, due to their technological advancement and intended use, may only be purchased for purposes directly related to business activities and only by entrepreneurs.

Where the Buyer remains in permanent commercial relations with the Seller, the Buyer's acceptance of these General Terms for one order, in the absence of an express reservation by the Buyer, shall mean the acceptance of these General Terms for all other sales agreements concluded between the Parties.

The provisions of these General Terms may be modified at the request of the Buyer or at the initiative of the Seller, however, any changes must be in a form of a document under pain of invalidity, unless these General Terms provide otherwise.

The Seller reserves the right to amend these General Terms. The amendment to the General Terms shall become effective on the date specified by the Seller, however, not earlier than within 14 days from the date of publication of information about the change on the website - racontrols.pl, along with their consolidated text. Orders placed before the entry into force of the new version of General Terms shall be subject to the rules determined in the previous General Terms. The change of the General Terms shall not affect the rights and obligations of the parties to the contract formed before the entry of the amendment into force. If the Buyer does not accept the new content of General Terms, it shall inform the Seller about that fact within 14 days from the date of publishing the amended General Terms on the aforesaid website. After ineffective lapse of the indicated period, it is assumed that the Buyer accepts the new version of General Terms.

Unless the Parties decide otherwise in writing by means of appropriate declarations by authorised representatives of the Parties, the following documents shall constitute the agreement of the Parties, in the following order of priority:

- 1) Order confirmation
- 2) The Seller's offer:
 - a. The offer addressed to the Buyer, together with attachments
 - b. Specifications posted on the website (in the Seller's online shop)
- 3) These General Terms
- 4) The Buyer's order
- 5) Attachments to the Buyer's order or documents referred to in the Order, whereby the Seller - considering any doubts that may arise in connection with the conflicting provisions of these General Terms and any templates used by the Buyer - does not consent to the inclusion in the content of the agreement between the Parties of any general contractual terms and templates other than these General Terms, proposed by the Buyer, in particular in the Buyer's order or demand or referred to in the attachments.

Any deviations from the above provision shall be made in writing and in the form of declarations by authorised representatives of the Seller. Such declarations shall not be implied.

The Buyer shall bear full responsibility for the correctness of the data provided by it, necessary for the execution of the order.

The Buyer declares that it is authorised to conclude the agreement and that the persons indicated by the Buyer are also authorised to do so. The Seller shall have the right to request from the Buyer an extract or information from the National Court Register, the Central Register and Information on Business Activity or another appropriate register, if it is unable to obtain such information using free and publicly available databases. If the authorisation does not arise from the above-mentioned documents, the Seller shall have the right request from the Buyer a power of attorney or another document confirming the right to conclude the agreement.

2. PAYMENT TERMS

Unless the payment term has been agreed otherwise in a separate agreement between the Buyer and the Seller, in particular in the offer or order confirmation, the applicable form of payment is prepayment. The Seller may issue partial invoices and require payment in advance on an ongoing basis. The Seller reserves the right to send invoices electronically and to receive payment by way of electronic funds transfer. In the event of a delay in payment, the Seller reserves the right to suspend the performance of its obligations under these General Terms and applicable regulations. The Buyer may not, without the Seller's consent, make payments by offsetting.

In the case of a delay in payment, the Seller shall be entitled to charge the Buyer with statutory interest for delay in commercial transactions.

3. DELIVERY TERMS

The delivery terms are FCA or CPT in accordance with the Incoterms in force on the date of order confirmation or other agreed terms documented in the Seller's offer or order confirmation. In all cases, title shall pass to the Buyer upon delivery to the Buyer or collection by the first carrier for delivery to the Buyer, whichever occurs first, except for intellectual property rights relating to the Products, which shall remain the property of the Seller (or the Manufacturers or Licensors). Accepted shipping dates are approximate and depend on prompt receipt of the 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. In the case of orders covering several Products, the Seller reserves the right to set a minimum single shipment value - not lower than PLN 1,000.

The Seller informs that the deadline for acceptance of the delivery by the Buyer is 7 calendar days. After that time, the delivery shall be carried out by the Seller at the Buyer's expense.

4. WARRANTY

- (a) **Goods:** The Seller warrants that for a period of one (1) year from the date of the Seller's invoice, new Goods in the form of equipment delivered hereunder shall be free from defects in material, workmanship and design. For selected Goods, the Seller may offer the possibility of extending the warranty on separately specified terms. 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 in the event of a warranty claim being accepted by the Seller, the period of 18 months from the date of sale of the Product shall be the total maximum period of guaranteed performance. The Buyer undertakes not to raise warranty claims exceeding the above period, in particular based on the provisions of Art. 581 of the Civil Code.
- (b) **Computer programs and firmware:** Unless otherwise provided for in the Seller's or a third party's license, the Seller warrants that for a period of one (1) year from the date of the Seller's invoice, Products in the form of standard computer programs or firmware supplied under these General Conditions of Sale and used with computer equipment specified by Seller will operate in accordance with the published specifications prepared, approved and issued by the Seller. The Seller makes no representations or warranties of any kind, express or implied, that Products in the form of computer programs or firmware will operate without interruption or faults or that the functions contained in the software 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 warrants that the Products in the form of services (e.g. training services, on-site repair services, engineering and custom application programming services) will be performed by qualified personnel employed by the Seller under an employment contract or otherwise.
- (d) **Buyer Specifications/Compatibility:** The Seller shall not warrant and shall not be liable for any design, material or workmanship parameters provided or specified by the Buyer (including those from other Manufacturers or vendors specified by the Buyer). The warranty applicable to the Products specified by the Buyer in these General Conditions or the Buyer's offer, i.e., in particular to software copies, shall be limited exclusively to the warranty, if any, provided by the original manufacturer or Supplier. The Seller shall not warrant the compatibility of the Products with the goods of other manufacturers or the Buyer's application, except to the extent expressly represented in the Seller's published specifications or written quotation.
- (e) **Legal remedies:** The remedies under the warranty referred to above shall be limited, at the Seller's discretion, to replacing, repairing, restoring or modifying the Products or issuing of a credit for the purchase price of the Products, where applicable, only after the return of such Products according to Seller's instructions. The above list exhausts the legal remedies available to the Buyer in respect of warranty liability.
- (f) The Buyer shall not be entitled to seek compensation or any other claims of this kind from the Seller and its Suppliers, other than those expressly indicated in these General Conditions and under the general principles of the Civil Code, except for cases where the applicable regulations do not allow the exclusion of the Seller's liability. The Parties exclude liability under warranty for physical defects of the Products.
- (g) The exercise of warranty rights shall only be possible if:
 - 1) the Buyer - under pain of losing warranty rights - immediately, i.e. no later than within 7 days of detecting the defect - notifies the Seller of the discovered defect in writing or electronically using the Repair notification form available on the website: <https://racontrols.pl/wsparcie/reklamacje-i-naprawy/>
 - 2) the Seller's complaint procedure proves that the defect is due to reasons inherent in the Product.
- (h) The warranty shall not cover:
 - a) Mechanical, chemical, thermal damage;
 - b) Damage and defects due to:
 - improper or inconsistent with the user instructions installation, storage, use and maintenance;
 - unauthorised repairs, alterations or structural changes by the Buyer or other unauthorised persons;
 - c) Components made of glass, rubber, etc., whose technological life is shorter than the warranty period.
 - d) Devices from which the manufacturer's seals and/or other protection have been removed;
 - e) Activities that the Buyer/User is obliged to perform on their own and at their expense, e.g. installation of the device, dismantling, checking its operation, maintenance, replacement of fuses and bulbs, providing appropriate power supply, etc. (unless the activities have been accepted for performance by the Warrantor based on appropriate written agreements with the Buyer).

Unless otherwise agreed by the Parties in writing, defects shall be rectified at the place indicated by the Seller. To conduct the complaint procedure, the Buyer shall, at the Seller's request, send the Product subject to the complaint at the Seller's expense and risk using the carrier indicated by the Seller, with the Seller bearing the risk and costs of transport only within the territory of the Republic of Poland (RP).

In the case of a complaint regarding a Product used outside the territory of the Republic of Poland, the place where the Product is to be delivered shall be agreed upon with the Seller.

The Seller shall make every effort to efficiently conduct the complaint procedure within a period not exceeding 21 days from the date of receipt of the Product subject to the complaint. If this deadline cannot be met, the Seller shall notify the Buyer.

- (i) If the complaint proves to be unfounded, the Buyer may be charged for shipping costs; the time taken to consider the complaint shall not extend the warranty period.

The foregoing warranty is in lieu of all other warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and excludes any warranty of performance or efficiency to the fullest extent permitted by applicable law. The limitations of the above warranty rights (subject to the limitations stated) shall also apply to Buyer's customers.

5. LIABILITY

To the fullest extent permitted by applicable law, the Seller shall not be liable for any business interruption or loss of profit, revenue, materials, anticipated savings, data, contracts, goodwill or the like (directly or indirectly) or for any other form of incidental, indirect or consequential damage of any kind suffered by the Buyer and/or its customers or contractors. The Seller's maximum cumulative liability relative to all other claims and liabilities, including liability for obligations arising from the indemnity for damage, regardless of whether they are covered by insurance or not, shall not exceed the gross price of the products giving rise to the claim or liability. The Buyer shall waive any claims against the Seller for liability arising from gratuitous

information and assistance provided by the Seller, which the Seller is not obliged to provide hereunder. Unless applicable law provides for shorter time limits, an action against the Seller must be brought within eighteen (18) months of the cause of action arising. This exclusion and limitation of liability shall apply regardless of any other contrary provision hereof and whether the action, either for breach of agreement or tort under civil law, also includes the Seller's suppliers, other authorised resellers as third-party beneficiaries of the transaction. The provisions hereof providing for limitation of liability, exclusion of warranty or exclusion of liability for damage are independent and autonomous from other provisions and shall be enforced as such.

6. INTELLECTUAL PROPERTY

Except as excluded herein, the Seller shall, on its own behalf or on behalf of the Manufacturer - or shall obtain assurance from the Manufacturer - defend any suit or proceeding brought against the Buyer arising from an allegation that the design or manufacture of the Products sold or licensed by the Seller under these General Conditions infringes any patent, copyright or trademark granted or registered in the country of Seller's shipping destination, provided that:

- (a) the Buyer promptly informs the Seller in writing of any such claims and any resulting lawsuits or proceedings,
- (b) the Buyer grants the Seller and/or Seller's Supplier the exclusive right to conduct the defense, settle or control the defense in the lawsuit or proceedings, the Buyer provides all information and assistance necessary for the defense or settlement, and
- (c) the Buyer does not take a position contrary to that of the Seller in connection with such claim. In this section, the term "Products" shall be understood exclusively as the Seller's standard hardware and software in the Seller's generally available commercial offer, to the express exclusion of any third-party branded equipment/software. This section is in lieu of all warranties or representations, express or implied, that the products are 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 shall not grant a license for the software sold, but only acts as a distributor of the Manufacturer indicated in the offer. The use of the Products in the form of computer programs and firmware may require acceptance by the Buyer of additional terms and conditions specified by the software Manufacturer in the license terms or/and general terms and conditions of sale of the Manufacturer and in the technical documentation.

Before placing an order, the Buyer shall become familiar with the license terms as well as the terms and conditions of sale of the software specified by the Manufacturer. Placing an order shall mean a confirmation of acceptance of the above conditions.

8. PACKING AND MARKING

The method of packing and marking indicated by the Buyer may be subject to additional charges, not included in the price of the Products.

9. WEIGHT AND DIMENSIONS

The published weights and dimensions are estimates or approximations only and are not subject to warranty.

10. PRICES

The prices and other information published by the Seller (including in product catalogues and brochures) shall be subject to change without prior notice and to confirmation by separate price quotations. Such publications shall not constitute offers for sale and are only a source of general information (invitation to negotiate). The prices do not include sales, use, excise, customs, value-added or similar taxes. The Buyer shall pay or reimburse the Seller for any applicable taxes. The time and material-based services shall be provided in accordance with the Seller's published service rates (including applicable overtime and travel expenses) in force as of the date such services are provided, unless otherwise confirmed by the Seller's written quotation or order confirmation. The billable service time shall include travel to and from the place of service provision and the time during which the Seller's representative is available to perform the service (on or off-site).

11. CHANGES AND SUBSTITUTIONS

Buyer-requested order changes, including changes to the type, scope and terms of delivery of the Products, must be documented in writing and require the Seller's prior consent, and may result in price adjustments, changes to the schedule and other terms and conditions of the order. In any case, the Seller reserves the right not to accept the changes. Furthermore, the Seller reserves the right to substitute with the latest superseding revision or series, etc., the Product of a comparable form, application and function.

Since the Products being sold may be subject to restrictions resulting from governmental and international decisions, in particular in connection with sanctions and restrictions on technology transfer, the Seller shall have the right to cancel the order for any reason at any time after providing notice in writing or in electronic form. In the event of the customer's wish to return the goods, it is necessary to inform the Seller in writing and obtain the Seller's prior written consent. The Seller shall have the right to reject the return or to charge handling fees.

12. FORCE MAJEURE

Neither Party shall be liable for non-performance or improper performance of the agreement due to circumstances that the Party could not foresee or prevent, including, in particular the 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, the deadline(s) available to the Seller shall be extended by the time necessary to make up for the delay.

13. GOVERNMENT CLAUSES AND CONTRACTS

The application of government contract regulations and clauses to the Products or the agreement concluded based on these General Conditions shall be subject to a separate review and consent by an authorised representative of the Seller and the Supplier. The Products sold or licensed hereunder are not intended to be used, nor shall be used, in any nuclear-related application, either as a "Basic Component", as defined under U.S. nuclear regulations or other laws, or for military purposes.

14. EXPORT CONTROL

The 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 such laws and regulations. Notwithstanding any other provisions to the contrary contained herein, in the event that U.S. or local law requires authorisation for the export or re-export of any Product or associated technology, no delivery can be made until such export authorisation is obtained, regardless of any otherwise offered delivery date. In the event that any required export authorisation is denied, the Seller shall be relieved of any further obligation in connection with the sale or licensing of the Product(s) subject to such denied authorisation, without incurring any liability towards the Buyer or any other person. The Seller shall not comply with boycott-related requests, except to the extent permitted by U.S. law, Polish law, the European Union or the United Nations laws. The decision on this matter shall be taken by the Seller and communicated to the Buyer in written or electronic form.

15. DISPUTES

The Parties shall attempt in good faith to resolve promptly any dispute arising hereunder by way of negotiations between representatives of the parties authorised to settle disputes. If the negotiations fail, the dispute shall be submitted to a common court for resolution.

16. GOVERNING LAW AND COMPETENT COURT

The agreement concluded under these General Conditions and any disputes arising therefrom shall be governed by and construed in accordance with the laws of Poland, excluding the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. 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 concluded based on these General Conditions shall not be affected.

18. ASSIGNMENT

Subject to the provisions below, without the prior written consent of the Parties, the rights and obligations under the agreement concluded based on these General Conditions may not be transferred, assigned or ceded to another party.

However, consent shall not be required in the case of an internal transfer or assignment between the Seller and its parent company, subsidiaries or affiliates as part of a consolidation, merger, demerger or any other form of corporate reorganisation.

The Buyer accepts that the receivables arising from the agreement concluded based on 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 concluded by the Parties and the content of the Seller's offer, as well as the proposed or applied technical solutions (know-how) and the offered commercial conditions, constitute a business secret of the Seller subject to legal protection.

20. COMPLIANCE

The Buyer declares that it is familiar with the Anti-Corruption Procedure of the INTROL Group available at: <https://racontrols.pl/compliance/>, and undertakes to comply with it. At the same time, the Buyer declares a complete lack of tolerance towards corruption and its prevention in relation to any manifestations of its business activities.

Furthermore, the Buyer declares that it has no arrears in public law liabilities, is not in the process of restructuring, bankruptcy or liquidation, and no enforcement proceedings are being conducted against it. In the event of a change in the above circumstances during cooperation with the Seller, the Buyer undertakes to immediately inform the Seller thereof. The Buyer, being a VAT payer, undertakes to settle the VAT due on account of cooperation with the Seller in accordance with the law.