

General Terms and Conditions of Sale, Delivery and Services

I. General Provisions

- 1) The provisions of these General Terms and Conditions of Sale and Delivery (hereinafter referred to as “GTC”) apply to relationships in which the seller (or/and respectively service provider) is AMB Technic Dispensing Solutions Sp. z o.o. with its registered office in Koło, ul. Zakładowa 15, 62-600 Koło, NIP [TAX ID]: 6662127808, REGON [Statistical Number]: 520134034 (hereinafter referred to as the „Seller”), and the purchaser (or/and respectively service recipient) is an entrepreneur within the meaning of Article 43¹ of the Civil Code of 23 April 1964 (Official Journal of Laws of 2020, item 1740, as amended – hereinafter referred to as the „Purchaser”). These GTC shall apply to any quotations and contracts of sale, delivery and services. The Purchaser and the Seller shall hereinafter be jointly referred to as the Parties.
- 2) These GTC shall constitute an integral part of any offers issued by the Seller as well as sales contracts entered into by the Seller and binding on the Parties, unless the matter at hand has been stipulated by the Parties otherwise in writing or in other documentary form, under pain of nullity.
- 3) The Parties may agree on other terms than resulting from these GTC; any terms contrary to the provisions hereof shall not be binding on the Seller, unless it consents thereto in writing or documentary form, in particular by indicating in the offer that the respective provisions of the GTC shall be excluded or that other terms shall apply in their place, or by contractually accepting other terms than the ones contained in the GTC.
- 4) The GTC valid as at the date of conclusion of the contract (revision 2021.02) shall apply. The current version of the GTC is available at www.amb.pl.

II. Conclusion of Contract

- 1) Any price lists, catalogues, offers or other commercial information disseminated by the Seller shall not be binding on it, save for the following provisions.
- 2) Any photographs, drawings, illustrations, descriptions, dimensions and other technical data contained in price lists, catalogues, offers or other commercial information, as well

as information on the www.amb.pl website, shall be deemed as approximate and not binding values, unless indicated otherwise.

- 3) The contracting procedure shall be as follows:
 - a) Submission of a request for offer by the Purchaser.
 - b) Should the Seller deem it necessary, he shall request to indicate the properties of the production process in which the ordered product (hereinafter referred to as the "**Product**") will be applied or/and precise requirements related to the service ordered (hereinafter referred to as the "**Service**"). The properties of the production process indicated in the previous sentence are inter alia predicted intensity of using the Product, material and raw material with which the Product will operate, ambient temperature and other parameters of the production process in which the Product will be applied. Information provided by the Purchaser shall constitute an element of a request for offer.
 - c) Presentation of an offer by the Seller. The offer shall be binding on the Seller and valid for a period of 30 days from its preparation, subject to any individually stipulated provisions to the contrary.
 - d) Acceptance of the offer by the Purchaser (order placement)
- 4) The Seller's offer may be preceded by a Product testing phase or Service testing phase. The testing phase shall be carried out based on a separate offer.
- 5) Where a testing phase is employed, the contracting procedure is as follows:
 - a) Purchaser's placement of an order in accordance with paragraph 3, items a) and b)
 - b) Seller's presentation of a preliminary budget information concerning the Product as well as an offer stating the price of the testing phase.
 - c) Purchaser's acceptance of the testing phase offer and the price payment for the same. Purchaser's acceptance of the offer shall result in concluding a contract for the testing phase ;
 - d) Performance of the testing phase,
 - e) Seller's presentation of the final offer,
 - f) Purchaser's acceptance of the final offer (order placement).
- 6) The Seller shall not be liable for Purchaser's use of a Product in conditions and with raw materials differing from those specified in the request for offer or which were referred to in the final offer, or contrary to the requirements of the operating instructions or technical conditions specified by the manufacturer or other principles of proper use (operation) of the equipment.

- 7) The Purchaser shall be responsible for acquiring the competences necessary to properly operate the Products sold by the Seller, including training of its personnel and partners. The Seller may support the Purchaser in the above on terms separately agreed between the Parties.
- 8) The Seller reserves that its offers may be accepted only without any reservations on the part of the Purchaser; any modifications or additions made by the Purchaser to the Seller's offer shall be deemed as a new offer requiring a separate acceptance by the Seller. Tacit acceptance of an offer by the Seller shall be excluded.

III. Payment and Prices

- 1) Seller's prices are stated as net values and are subject to a VAT tax at a rate applicable at the sales date.
- 2) The date of payment shall be deemed to be the date of cash payment or the date of crediting the Seller's account indicated in the invoice or other document with the respective amount.
- 3) Any advances or prepayments made by the Purchaser towards future deliveries shall not constitute a payment in advance (*zadatek*) within the definition of Article 394 of the Polish Civil Code, unless the Seller indicates in the final quotation otherwise.
- 4) Any settlements between the Parties shall not be subject to offsets.
- 5) In the case of threatened or actual delay in any payments on the Purchaser's part, the Seller may:
 - a) make the continued implementation of the order or any subsequent and separate orders contingent on the payment of any outstanding amounts or delivery by the Purchaser of additional collaterals or guarantees for the Purchaser's liabilities resulting from the contract;
 - b) rescind contract.

IV. Delivery, Acceptance by Purchaser

- 1) The delivery date is indicated in the Seller's final offer. The delivery date may be changed by the Seller within a maximum of 3 days ahead of the planned delivery by notifying the other Party.
- 2) Where it is not possible to carry out the delivery for reasons attributable to the Purchaser or the Purchaser fails to accept the delivery within the specified time, the Purchaser shall be liable for accidental loss or destruction from the date of the planned delivery or acceptance. The Seller reserves the right to decide on paid storage of the Product at the

cost and risk of the Purchaser in its own warehouse or by using a third-party warehouse service provider. The Purchaser shall cover the costs of transporting the Product to the place of failed delivery and back to the storage location, as well as the costs of storing the Product at the Seller's warehouse or the warehouse of a third-party warehouse service provider.

- 3) Where the Seller itself, or forwarder or carrier acting on the Seller's behalf, find that the persons specified for delivery acceptance or for representing the Purchaser are absent at the place of delivery, the delivery shall be deemed to have not been possible for reasons attributable to the Purchaser.
- 4) The Purchaser shall inspect the delivery for conformity of the Product delivered to him with the delivery document and annotate said document respectively in case of finding any inconsistencies. Failing to perform the above shall release the Seller from any liability for claims with respect to the quantity, type and damage to the delivered Product, save for hidden defects.
- 5) The Seller shall not be liable for failing to keep a deadline if the reason for the same was force majeure or other circumstances beyond its control, including any actions of official authorities of the Republic of Poland or other countries. Force majeure shall be deemed to include any external event beyond the Party's control, such as blackout, industrial accident, or production plant failure, strikes and other labor disputes, lockdown, epidemics, suspension of deliveries to the Seller from suppliers and subcontractors, all of which prevent the Party from performing its obligations. The Seller shall notify the Purchaser without delay of the emergence of the obstacle and indicate to the Purchaser a new order implementation date considering the nature of the obstacle. After the ineffective lapse of the new date, both Parties may withdraw from the contract within 1 month from the aforementioned lapse. Where the Seller has already commenced production by that date, the Purchaser may only withdraw from the Contract on the condition that it proves that the performance has entirely lost its former significance due to the lapse of the second date.
- 6) In the case of delay or failure to perform the delivery due to force majeure, the Purchaser shall not be entitled to any claims against the Seller.
- 7) Any damages for delay in delivery attributable to the Seller shall be limited to 5% of the value of the part of delivery not delivered on time.
- 8) The provisions of section 1 and 5-7, shall also apply mutatis mutandis to the time limit for performance of the Service.

V. Shipment

- 1) Risk of accidental loss or destruction of the Product shall pass on the Purchaser upon the issue of the Product by the Seller to the forwarder or carrier. The Seller shall not be liable for any shortages or deficiencies in the Product or its packaging emerging afterwards (Ex Works).
- 2) Should the shipment be delayed for reasons attributable to the Purchaser, the risk shall pass on the Purchaser upon the Product reaching a state of readiness to shipping.
- 3) Shipments shall be insured solely at an explicit request of the Purchaser and at its own cost.
- 4) The method of packaging and delivery shall be at the Seller's discretion.

VI. Warranty, Statutory Guarantee and Disclaimer

- 1) The Seller provides a warranty for its Products . The Seller guarantees also components or other operating elements of the Product (hereinafter "Spare Parts").
- 2) The Product warranty is provided in writing. The warranty card is the sole evidence of providing the warranty and the only legal grounds on which the warranty is provided. These GTC do not constitute a statement of warranty or a warranty document and may not constitute grounds for any warranty claims.
- 3) The warranty for Spare Parts is executed based on the proof of purchase. The Buyer is obliged to report any physical defects of Spare Parts immediately after their discovery, but not later than within 7 calendar days.
- 4) The Seller's warranty for the Product is granted only to the original Product or Spare Parts purchaser. The rights and obligations resulting from the warranty may not be assigned by the Purchaser to any other entity without the Seller's consent.
- 5) The standard Product warranty terms include the Seller's obligation to remedy any physical defects in the Product if they emerge within 12 months:
 - a) from the date of Product delivery, but not later than after 7 calendar days from shipment date or
 - b) from the date of Product delivery conducted by Guarantor.

The warranty shall only cover defects arising from reasons inherent in the Product upon the date of sales, including material or workmanship defects. The performance of a warranty repair in response to the material or workmanship defects found shall be deemed to satisfy the Purchaser's warranty claims in their entirety. The warrantor shall

not be liable for the loss of any actual or prospective profits or for any downtimes, incurred losses, indirect losses or damage to third parties of property arising from failure of the Product.

- 6) The standard warranty terms and conditions for Spare Parts shall include an obligation of the Seller, at its option, to replace the defective Spare Part with a defect-free one or to repair the defective Spare Part if it becomes defective within 3 months for Nordson Asymtek Spare Parts or 12 months for other manufacturers:
 - a) from the date of Spare Parts delivery, but not later than after 7 calendar days from shipment date or
 - b) from the date of Spare Parts delivery conducted by Guarantor.
- 7) The Product warranty shall not be granted or shall become invalid if, contrary to prior arrangements, the Purchaser decided to proceed with the assembly or commissioning of the Product on its own, without the formal acceptance procedure with the Seller's acknowledgement.
- 8) The Seller's liability under statutory guarantee for defects (*rękojmia za wady*) (within the meaning of Article 566 et seq. of the Polish Civil Code) is hereby excluded.
- 9) The Seller shall not be liable for non-performance or improper performance of the Contract for reasons not attributable to it, due to force majeure, orders of official authorities, as well as for reasons attributable to its suppliers.
- 10) The Purchaser shall be liable for the correctness and completeness of data contained in the order and in the request for offer. The Seller may not be held liable for any use of the Product in conditions, including production processes, with parameters contrary to those specified in the order, request for offer or final offer of the Seller, or in technical documentation and other principles of proper use of the Product.
- 11) The Seller shall not be held liable towards the Purchaser for lost profits and downtime caused by the Product or/and Spare Parts.
- 12) Any liability of the Seller shall be limited to the value of the sold Product or/and to the amount of the remuneration for the Service.
- 13) The provisions of the GTC concerning the limitation or exclusion of the Seller's liability shall survive the termination of the contract.

VII. Reservation of Title

- 1) The ownership title to the Product shall pass on to the Purchaser upon the payment of full price.

- 2) Until the ownership title has passed on to the Purchaser, the Purchaser shall be also obliged to insure the Product for a value equal to the price against (at minimum): theft, power surge, fire, flooding and transport damage, and to perform the Product's servicing and maintenance at the Purchaser's own cost.
- 3) Any risk of accidental loss or damage to the Product shall pass on the Purchaser upon its actual receipt of the Product or signing the handover protocol.

VIII. Confidentiality

- 1) Any Confidential Information shall be kept by the Parties in strict secrecy and not provided to any third parties unless required by the provisions of generally applicable law. Any provision of such information to third parties shall require a written consent.
- 2) Confidential Information may be used only for the purpose directly related with the performance of the contract. Each Party shall ensure that only persons performing activities related to the Contract have access to confidential information.
- 3) The Parties undertake not to use, for their own interests and needs, Confidential Information provided by the other Party.
- 4) Confidential Information shall be deemed to include the content of contracts, quotations, orders, any information on the activities of the Parties, members of their bodies or entities related to the aforementioned in any way, business partners, advisors, specialists, customers, subcontractors and other contractors, including:
 - a) technical, technological, organizational information,
 - b) information on supply and sales markets, assortments, market position,
 - c) information on customers, partners or contractors of the Parties,
 - d) financial information, business plans, prospective ventures, projections, databases, financial summaries and results, marketing plans, operating, commercial and legal strategies
 - e) other data of economic value, constituting a business secret within the meaning of Article 11 of the Act of 16 April 1993 on Combating Unfair Competition (Official Journal of Laws of 2020, item 1913, as amended), regardless of their form, method and degree of recording and regardless of whether such information is written, oral or in any other form.
 - unless the information is publicly available, previously known to the Party, or unless the provision of the information is required by the competent authorities or results from mandatory legislation.

- 5) If either Party is required to disclose Confidential Information under applicable law, that Party shall immediately notify the other Party of the existence of such an obligation and take all legally permissible steps to obtain assurance from the entity to which the disclosure is to be made that the Confidential Information disclosed will be treated confidentially.
- 6) The prohibitions and obligations under confidentiality are valid for the duration of the contract and for 10 years after its termination.

IX. Salvatory Clause

Should any part of these GTC or a contract concluded between the Parties be found to be invalid, the remaining provisions shall remain in effect. The Parties shall agree on other provisions in place of the invalid ones, with an intent as close to the original provisions as possible.

X. Final Provisions

- 1) The Purchaser shall not assign any liability arising out of the implementation of the contract with the Seller to a third party without the Seller's consent.
- 2) The law applicable to the implementation of contracts with the Seller and to these GTC shall be the Polish law; any issues not stipulated contractually or in these GTC shall be subject to the general provisions of Polish law.
- 3) In case of any discrepancy in the translation of these GTC, contracts, offer or other documents prepared in two language versions, the Polish version shall prevail.
- 4) Any amendment of a contract made in writing or other documentary form shall require the same or superior form, under pain of nullity. Any amendments of other representations (e.g. offer, orders etc.) of the Parties shall require at least the same form as the form in which the original representations were made, under pain of nullity.
- 5) The court with jurisdiction for the location of the principal place of business (headquarters) of the Seller shall be appropriate for resolving any disputes.
- 6) The Parties shall notify each other without delay of any change to the correspondence address, including e-mail addresses; otherwise, any correspondence sent to the former correspondence address and correspondence subject to two postal missed delivery notices (*aviso*) shall be deemed as effectively served.