SPOMASZ Pleszew S.A. General Terms and Conditions of Sale

(valid from 02.09.2026)

1. General provisions and definitions

1.1. These General Terms and Conditions of Sale ("General Terms and Conditions") define the principles of commercial cooperation between the Supplier and the Ordering Party, regarding the sale of goods and services offered by the Supplier and the provision of related delivery services ("Supplies"). The General Terms and Conditions do not apply to Ordering Parties who are consumers within the meaning of Art. 221 of the Civil Code.

1.2. Definitions:

a) **The supplier** is SPOMASZ Pleszew S.A. based at ul. Słowackiego 14, 63-300 Pleszew, entered into the register of entrepreneurs kept by the District Court Poznań-Nowe Miasto i Wilda in Poznań, 9th
Commercial Division - KRS 0000130375;

b) **The Ordering Party** is any natural person running a business, a legal person or an organizational unit that is not a legal person and which is granted legal capacity by law, purchasing the Subject of Delivery;

c) **The Subject of Delivery** is the good or service offered for sale and delivery by the Supplier.

1.3. The Subject of Delivery is, in accordance with the provisions of the Act of November 29, 2000. on foreign trade in goods, technologies and services of strategic importance for state security, as well as for maintaining international peace and security (Journal of Laws 2013.194 consolidated text), as well as Council Regulation EC 428/2009 of May 5, 2009 on dual goods usage. It is subject to special controls and its export requires obtaining an export permit. In the event of a change in the end user or the method of use of the Subject of Delivery (including a change of location), the Ordering Party is obliged to inform the importer and the Ministry of Economy of this fact, unless the Supplier clearly indicates otherwise to the Ordering Party.

1.4. The Ordering Party or a person authorized by him will place an order for the Subject of Delivery to the Supplier in writing, by e-mail or by other agreed means of distance communication. Placing an order by the Ordering Party constitutes acceptance of the General Terms and Conditions by the Ordering Party. Unless the Parties agree otherwise in a separate agreement, the contract enters into force upon written confirmation by the Supplier of the placed order, except for situations in which there is a requirement for the Ordering Party to make an advance payment or meet other conditions, then the contract comes into effect only after confirmation by the Supplier that the Ordering Party has made an advance payment or other specified conditions are met. These General Terms and Conditions are available in electronic version on the website: www.spomasz-pleszew.pl , from where they can be freely downloaded in a form enabling their storage.

2. Price and payment of the price

2.1. Unless the Parties agree otherwise, all agreed prices are Ex Works prices in accordance with INCOTERMS 2010 and also include the cost of loading onto the means of transport provided by the Ordering Party at the agreed time and place. The prices referred to above do not include the packaging of the Delivery, its insurance during transport, transport or unloading costs. Each time, VAT is added to the prices in the applicable amount and other public and legal fees (e.g. customs duties), if applicable.

2.2. Prices may be expressed in Polish zlotys, and may also constitute the Polish zloty equivalent of the amount in euro, calculated in accordance with the average National Bank of Poland (NBP) exchange rate announced on the day preceding the date of invoice issuance.

2.3. The price is payable by transfer, without any deductions, to the Supplier's account indicated on the invoice as follows:

- 40% of the value of the Subject of Delivery, within 7 days from the date of issuing a pro forma invoice,
- 50% of the value of the Subject of Delivery, within 7 days from the date of notifying the Ordering Party about the readiness of the Subject of Delivery for shipment,
- The remaining 10% of the value of the Subject of Delivery, within 7 days from the date of preparation of the commissioning report of the Subject of Delivery or from the date on which the report was to be prepared in accordance with the arrangements but no later than 60 days from the date of handing over the Subject of Delivery to the Ordering Part.

2.4. If any payment is late, the Supplier has the right to charge statutory interest for each day of delay, counting from the day following the payment deadline. Interest will be payable without additional demands to the Supplier's account indicated on the invoice.

2.5. The Ordering Party has the right to withhold payment of the full price or to set off the price against its own receivables towards the Supplier only with prior, express in written consent of the Supplier.

2.6. Unless otherwise agreed, the price of the Subject of Delivery includes all license fees for the use of proprietary copyrights and software and other possible remuneration to the extent necessary to use the Subject of Delivery in accordance with the contract.

3. Delivery date, delivery delays

3.1. The delivery date is specified in the order acceptance confirmation referred to in point 1.4. above. Confirmation by the Supplier that the Ordering Party has met all the conditions established in accordance with point 1.4 above, including agreement on technical specifications, as well as the fulfillment by the Ordering Party of all relevant obligations, e.g. submission of the necessary certificates, permits, advance payment, etc., is a condition for the commencement of the Delivery. If the above-mentioned obligations are not fulfilled by the Ordering Party, the Delivery date is extended accordingly, unless the Supplier is solely responsible for the failure to fulfill these obligations .

3.2. The delivery deadline is deemed to be met if, before the expiry of this deadline:

a) loading of the Subject of Delivery begins or

b) when the Supplier informed the Ordering Party that the Subject of the Delivery is ready for collection 3.3. If the delay is caused by force majeure, the delivery date is extended accordingly. The Supplier will notify the Ordering Party about the beginning and end of events related to force majeure without undue delay. "Force majeure" means all external events that make it impossible to perform the Delivery, including in particular those: a) on which neither Party has any influence,

b) which neither Party can avoid or prevent, or

c) that are not caused by either Party, including, but not limited to: war or any other event of a military nature, acts of terrorism or similar events constituting a threat to public order, the occurrence of a natural disaster such as a flood, hurricane, earthquake or other extraordinary event weather conditions, strike, embargo or trade restrictions as well as measures having a similar effect, which affect the ability to perform the Delivery

3.4. Until the risk is passed to the Ordering Party, the Ordering Party may withdraw from the contract if, after having previously set an appropriate additional deadline for the Supplier to complete the Delivery, the circumstances indicate that the Supplier, even though an additional deadline is set, will not be able to complete the Delivery at all. The Ordering Party also has the right to withdraw from the contract if the Supplier is able to perform only part of the Delivery and the Ordering Party justifies reason to refuse to accept part of the Delivery. In case of lack of such justification, the Ordering Party is obliged to accept a partial Delivery and pay the appropriate part of the price for the delivered part of the Subject of Delivery. The Ordering Party is obliged to provide mutual performance in a situation where the Supplier's performance is not possible for reasons attributable wholly or mainly to the Ordering Party.

3.5. If the delivery of the Subject of Delivery is delayed and this results in damage to the Ordering Party, the Ordering Party has the right to demand from the Supplier a contractual penalty in the amount of 0.5% of the net price of the Subject of Delivery for each full week of delay, counted from the 21st day after the agreed date of Delivery. The total amount of penalties may not amount to more than 5% of the net value of the part of the Delivery which, due to delay, cannot be used in due time or in the manner provided for in this agreement.

3.6. The Ordering Party is entitled to the same contractual penalty as specified above if, as a result of other actions or omissions attributable to the Supplier, the Ordering Party cannot use the Subject of the Delivery in accordance with the contract and for these reasons it has suffered damage.

3.7. The total amount of contractual penalties due to the Ordering Party for all reasons may not exceed 5% of the net price of the Subject of Delivery.

4. Risks, commissioning, acceptance, third party services

4.1. The Ordering Party takes the risk of accidental loss or damage to the Subject of delivery from the moment the loading of the Subject of Delivery begins onto the means of transport or when the Ordering Party fails to collect the Subject of Delivery within the agreed time. The above provision also applies if the Delivery is to be in parts or if the Supplier is to meet additional requirements of the Ordering Party, e.g. deliver or unload at its own expense. If a collection date is set, such collection must take place immediately after the Supplier reports readiness to deliver the Subject of Delivery.

4.2. In case of an insignificant defect, the Ordering Party is not entitled to refuse to accept the Subject of Delivery.

4.3. The Subject of the Delivery may be commissioned by a third party indicated by the Supplier.

5. Reservation of ownership rights

5.1. The Subject of Delivery or its parts remain the property of the Supplier until all payments resulting from the Delivery are paid, together with interest due as well as other due and unpaid costs..

5.2. The Supplier reserves the right to demand that the delivery contract be provided with a certified date and be handed over to the Supplier, at the expense of the Ordering Party. The Ordering Party is obliged to permanently and visibly mark the Subject of Delivery or its part as the property of the Supplier until ownership is transferred.

5.3. The Ordering Party is obliged to immediately notify the Supplier, no later than within 2 days, in the event of seizure, detention, takeover or other disposal of the Subject of Delivery or its part thereof by third parties.

5.4. The Supplier is entitled to withdraw from the contract in accordance with statutory provisions and may apply for the return of the Subject of Delivery in the event of a breach of the terms of the contract by the Ordering Party. The Supplier shall not be deemed to have withdrawn from the contract if the Supplier asserts rights arising from reservation of ownership or establishment of a lien on the Subject of Delivery or its part.

5.5. The Supplier may demand appropriate remuneration for normal wear or damage to the Delivery Item in the event of returning the Subject of Delivery or a part thereof. In the event of a request to return the Subject of Delivery or a part thereof, the Ordering Party is obliged, at its own expense and risk, to return the Subject of Delivery or a part thereof for which no payment has been received, within the time and to the place indicated in the written request by the Supplier.

5.6. In case of processing the Subject of Delivery or a part thereof leading to creation of an item composed of parts that do not belong to the Supplier, the Supplier acquires co-ownership of the newly created item in the ratio corresponding to the value of the Subject of Delivery to the value of these remaining parts at the time of processing.

5.7. An application for declaration of bankruptcy submitted by the Ordering Party entitles the Supplier to withdraw from the contract and to demand the immediate return of the Subject of Delivery or its part.

6. Guarantee

6.1. The guarantee covers defects and failures of the Subject of Delivery resulting from reasons inherent in the Subject of Delivery, provided that the Subject of Delivery was used in accordance with the technical documentation attached to it.

6.2. The guarantee for the Subject of Delivery is valid for 12 months from the date of delivery. For the avoidance of doubt, the guarantee is not granted if the Ordering Party, for reasons not attributable to the Supplier, fails to sign the commissioning protocol of the Subject of Delivery after 2 months from the date of delivery of the Subject of Delivery or if it is operated inconsistently with the technical documentation.

6.3. Parts, fittings and components of the device from other manufacturers are subject to the guarantee period of their manufacturer/supplier.

6.4. Reporting the need for repair under the guarantee must be made immediately, no later than within 24 hours of the defect being discovered by the Ordering Party, and in each case it should include a detailed description of the defect, specifying the circumstances of the defect. .

6.5. After receiving notification of a fault, the Supplier's service is obliged:

a) to take action within 48 hours to determine the causes of the fault and the need to use spare parts, and if the repair does not require the use of spare parts and it is possible, to provide the Ordering
Party with a telephone consultation to remove the fault,,

b) to proceed with the repair of the Subject of Delivery, within 3 days from the moment of determining the causes of the defect - if the Ordering Party cannot perform the repair on its own. This does not apply to situations where the repair requires the use of spare parts from sub-suppliers. In such situations, the Supplier's service center will repair the Subject of Delivery within 24 hours from the date of delivery of spare parts.

The above-mentioned service response time does not include Saturdays, Sundays and holidays.

6.6. The Guarantor is not liable for defects occurring after the delivery of the Delivery Subject to the Ordering Party, as a result of reasons other than those inherent in the Subject of Delivery.

6.7. Guarantee does not cover:

a) wear and damage resulting from improper use inconsistent with the technical documentation of the Subject of Delivery as well as normal wear and tear resulting from the operation of the Subject of
Delivery,

b) services, consumables and maintenance materials that wear out quickly, specified in the documentation of the Scope of Delivery,

c) damage, overload or failure resulting directly or indirectly from any of the causes detailed below:
- use of the Scope of Delivery despite the lack of signing the commissioning protocol,
- incorrect location of the Subject of Delivery and factors such as incorrect ambient temperature, chemical, electrochemical or electrical influences,

- negligence or lack of diligence of the Ordering Party in the operation and servicing of the Subject of Delivery, which means in particular failure to comply with the rules set out in the technical documentation of the Subject of Delivery,
- using the Subject of Delivery contrary to the rules specified in the technical documentation, including the use of inappropriate consumables,
- repairs carried out by the Ordering Party on its own, without the written consent of the Supplier,
- installation of unauthorized or non-original spare parts,
- failure or delay in calling the Supplier's service center to repair the Subject of Delivery, - alterations, reconstructions, installation of unauthorized additional equipment,
- damage resulting from the use of water where the chlorine content exceeds the limits for the given stainless steel grade,
- damage caused by incorrect acid cleaning of the pressure vessel.

d) any defects caused directly or indirectly by the Ordering Party.

6.8. The guarantee expires before its expiry date if the Ordering Party:
- fails to perform necessary maintenance activities and paid service inspections specified in the documentation of the Subject of Delivery,
- prevents the Supplier from fulfilling its warranty obligations by refusing to make the Subject of Delivery available for repair,
- fails to disclose or prevents removal of defects or malfunctions that could have resulted in the defect aggravating or causing another defect to occur.

6.9. The Guarantor does not cover the costs of repairs carried out without his consent..

6.10 The Ordering Party may be charged the full cost of guarantee repair if::
- The Supplier will determine that the failure was caused by the reasons specified in point 6.7, or
- when the Ordering Party fails to notify the Supplier of the defect within the required period, or
- if the defect notice does not contain the detailed description referred to in point 6.4 above

6.11. Any modification, disassembly or repair of the Subject of Delivery during the guarantee period without consent of the guarantor will void the guarantee rights. This does not apply to the replacement of spare parts supplied with the Subject of Delivery.

6.12. In the event of guarantee replacement or significant repair of the Subject of Delivery or its part, the guarantee for the replaced or significantly repaired part runs anew.

6.13. Liability under the warranty is excluded.

7. Liability

7.1. The Supplier's liability is in each case limited to the value of the Subject of Delivery, except in the case of willful misconduct and culpable loss of life or bodily injury or health disorder, within the limits permitted by Polish law..

7.2. The Supplier is not liable for: lost profits, indirect damage, inability to use the Subject of the Delivery or its part, as well as for the costs of downtime of the Ordering Party.

8. Copyright, industrial property rights and use of software

8.1. The Supplier grants the Ordering Party a non-exclusive license, limited to the place of installation of the Subject of Delivery and for the duration of the contract, to use the software as well as appropriate documentation necessary for the proper operation of the Subject of Delivery. The license covers only the right to use, maintain and repair the software and documentation in order to operate the Subject of Delivery. The Ordering Party has no right to sublicense the software and documentation without the express written consent of the Supplier or to use the software on more than one Item of Delivery or on a device not originating from the Supplier or on another device. The Ordering Party has no right to dispose of or use the software or relevant documentation.

8.2. The Supplier remains the owner of all intellectual and industrial property rights in relation to the Subject of the Delivery and all documentation related to it, including in particular economic copyrights in relation to designs, patterns, cost estimates, price lists, drawings and any similar information that may appear both in both tangible and intangible form (also in electronic form). Written documentation, cost estimates, patterns, materials/design drawings also constitute the Supplier's business secret within the meaning of Art. 11 of the Act of April 16, 1993 on combating unfair competition and may not be made available, transferred or disclosed to third parties **without the written consent of the Supplier**. The Supplier undertakes to make available to third parties information and documents that were provided to it by the Ordering Party and indicated as confidential information, **only with the written consent of the Ordering Party**. The above obligation of confidentiality also applies to the Ordering Party regarding information and documents provided by the Supplier.

8.3. The Ordering Party is not entitled to use, publish or distribute the Supplier's trademarks without its express written consent..

9. Applicable law, competent court

9.1. The law applicable to all contracts between the Supplier and the Ordering Party is Polish law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are excluded.
9.2. The court competent to resolve any disputes related to or arising from any contracts between the Supplier and the Ordering Party is the court having jurisdiction over the Supplier's registered office.

10. Final provisions

10.1. If any provisions of the General Terms and Conditions of Sale prove to be invalid or ineffective in whole or in part, this shall not affect the validity or effectiveness of the remaining provisions. Invalid or ineffective provisions shall be replaced by valid or effective provisions which are as close as possible to the economic purpose of the invalid or ineffective provisions..
10.2. By accepting the General Terms and Conditions of Sale, the Ordering Party consents to the processing of his personal data by the Supplier as the data controller in connection with the implementation of concluded contracts.

11. Failure to exercise rights

11.1. Failure by either Party to exercise its rights under the General Terms and Conditions of Sale shall in no way constitute a waiver of the possibility of exercising these rights in the future..

Management Board of SPOMASZ Pleszew S.A.