

**GENERAL TERMS AND CONDITIONS
OF EL-BOX KRASZEWSKI SP.K.
OF 1 OCTOBER 2022**

VERSION NO. 1

1. DEFINITIONS

- 1.1. Price** - a price specified by EL-BOX in the Sale Offer as a net price to which the applicable value added tax should be added;
- 1.2. Part** - sheet metal, pipe, profile or other components made by EL-BOX based on the Technical Documentation or based on the Technical Requirements provided by the Ordering Party from material selected and obtained by EL-BOX from a third party supplier of EL-BOX;
- 1.3. Part from the Entrusted Material** - sheet metal, pipe, profile or other components made by EL-BOX based on the Technical Documentation or based on the Technical Requirements provided by the Ordering Party from a material entrusted (provided) by the Ordering Party;
- 1.4. Technical Documentation** - documentation provided by the Ordering Party as binding for execution of the Order by EL-BOX, or prepared by EL-BOX, for its own use or in connection with an execution of the Part and/or Part from the Entrusted Material, which in special cases may also be a subject matter of sale to the Ordering Party;
- 1.5. EL-BOX** - EL-BOX Kraszewski sp.k., a company with its registered office in Konotopa at ul. Piwna 4, 05-850 Konotopa, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Business Division of the National Court Register under KRS number 0000538397, Tax ID No. (NIP) 5223013752;
- 1.6. Entrusted Material** - raw material or material received by EL-BOX from the Ordering Party in order to make a Part from the Entrusted Material;
- 1.7. Excess Parts** - Parts or Parts from the Entrusted Material made in excess of the quantity indicated in a Sale Offer, the execution of which, for technological reasons, was necessary for a proper execution of the Order.
- 1.8. Special Tools** - tools not used as standard by EL-BOX, the use of which is necessary for execution of the Order.
- 1.9. Shortage** - the number by which the number of Parts or Parts from the Entrusted Material made is smaller than the number of Parts or Parts from the Entrusted Material indicated in the Order, which reduction occurred due to technological reasons;
- 1.10. GTC** - General Terms and Conditions for contracts of sale, delivery and services performed by EL-BOX within the meaning of Article 384 of the Civil Code;
- 1.11. Sale Offer** - an invitation to conclude a contract by way of negotiations, prepared by EL-BOX on a basis of the Technical Documentation or on a basis of the Technical Requirements provided by the Ordering Party, of an informative nature, addressed to the Ordering Party, which usually specifies the Price and the number of Finished Products to be manufactured; the Sale Offer may be communicated by EL-BOX to the Ordering Party in particular in the form of an e-mail or in writing;
- 1.12. Production Batch** - a homogeneous type of Finished Products that has been covered by the Sale Offer, to be made within a single delivery period.
- 1.13. Complaints** - written notification on defects in the Order for a purpose of exercising warranty rights in a form of an Acceptance Complaint or a Quality Complaint;
- 1.14. Quality Complaints** - Complaints involving defects relating to the quality of the Finished Goods which could not have been detected on receipt of the Finished Goods, as described in detail in clause 9 "Complaints";
- 1.15. Receipt Complaints** - Complaints involving defects relating to quantity or quality of the Finished Goods which could have been detected on receipt of the Finished Goods, as described in detail in clause 9 "Complaints";

- 1.16. Consequential Damage** - damage including the consequences of direct damage, in particular such as loss of profit, additional costs, but also damage with a long incubation period, manifesting itself sometime after the event, as well as being an effect of secondary events caused by the primary event, in particular such as the obligation to pay liquidated damages to third parties;
- 1.17. Finished Product** - a finished Part and/or Part from the Entrusted Material resulting from a service rendered by EL-BOX, intended to be transported or in transit to the Ordering Party or, where applicable, the finished Technical Documentation;
- 1.18. Technical Requirements of the Order** - the technical parameters that characterise a given final product made of a metal sheet, pipe, profile or other element made by EL-BOX;
- 1.19. Ordering Party**- an entity which is an entrepreneur, within the meaning of the provisions of the Civil Code, to whom the Sale Offer is addressed;
- 1.20. Order** -Part, Parts from the Entrusted Material or other services specified in the Sale Offer;
- 1.21. Force Majeure Event** - any event beyond the control of EL-BOX which could have not been foreseen by EL-BOX, preventing EL-BOX from performing its obligations.

2. GENERAL PROVISIONS

- 2.1.** GTC shall apply to all contracts concluded by EL-BOX, under which EL-BOX provides services or makes sales in the scope of: (i) processing of sheet metal, pipes, profiles and other components made by EL-BOX in order to obtain Parts or Parts from the Entrusted Material, and (ii) the Technical Documentation.
- 2.2.** GTC shall not apply to consumers.
- 2.3.** With regard to contracts concluded by EL-BOX, the use of standard contracts other than GTC of EL-BOX shall be excluded. If the Ordering Party submits a statement in writing indicating that it does not accept

GTC, the contract between EL-BOX and the Ordering Party shall not be concluded. Failure to make such a statement by the Ordering Party immediately after the time when he could have become acquainted with GTC shall mean that the Ordering Party agrees to the application of GTC.

- 2.4.** Any regulations other than GTC of EL-BOX applied by the Ordering Party shall not apply unless EL-BOX has expressly stated in writing (or otherwise null and void), and only from the time of such statement, that such contractual terms and conditions apply to a specific Order without priority of GTC of EL-BOX. Consenting to the application of such contractual terms and conditions shall not imply that they apply or will apply to other Orders between EL-BOX and the Ordering Party.
- 2.5.** The Contract between EL-BOX and the Ordering Party may only be concluded under the terms and conditions provided for in GTC of EL-BOX.
- 2.6.** In the event of a change to GTC, the Ordering Party and EL-BOX shall in each case be bound by GTC in the form in force on the date on which the Ordering Party submits the Order. The applicable GTC are available on the website of EL-BOX: "<http://www.elbox.pl>"

3. CONCLUSION OF CONTRACT

- 3.1.** The Ordering Party submits the Order by accepting, in particular in the form of an email, within the deadline indicated by EL-BOX, the Sale Offer prepared by EL-BOX based on the Technical Documentation provided by the Ordering Party.
- 3.2.** The Technical Documentation may not be changed by the Ordering Party after it has been sent to EL-BOX, unless EL-BOX agrees to that. Changes to the Technical Documentation made by the Ordering Party during the execution of the Order may result in EL-BOX having to amend the terms and conditions in the Sale Offer accordingly, to which EL-BOX reserves the right.
- 3.3.** If EL-BOX needs to make changes to the Technical Documentation prior to the execution of the Order, the Ordering Party shall promptly confirm such changes in a form requested by EL-BOX.

- 3.4.** If the Ordering Party, upon receipt of the Sale Offer, suggests a change in the quantity of the Finished Goods, EL-BOX reserves the right to change the terms and conditions indicated in the Sale Offer and proceed with the Order after obtaining the Ordering Party's acceptance in writing or by e-mail.
- 3.5.** EL-BOX reserves the right of refusal, at any stage of the Order execution, if the Ordering Party adjusts the quantity of the ordered Finished Goods, as well as if EL-BOX considers that the Technical Documentation provided or changed by the Ordering Party does not allow for a correct execution of the Order. In such a case, EL-BOX retains the right to its remuneration and reimbursement of reasonable costs in proportion to the executed Order.
- 3.6.** The Agreement between EL-BOX and the Ordering Party shall be concluded upon acceptance of the Sale Offer by the Ordering Party provided to EL-BOX or when EL-BOX proceeds with the Order under the terms of the Sale Offer, whichever occurs first.
- 3.7.** All agreements, assurances, promises and warranties made by EL-BOX employees or representatives in connection with the submission of the Sale Offer, Order or confirmation of the Order shall not be binding and may not be the basis for any claims against EL-BOX.
- 3.8.** The Contract between EL-BOX and the Ordering Party shall be concluded under the terms and conditions of the approved Sale Offer and GTC. In the event of discrepancies between the Sale Offer and GTC, the provisions of the Sale Offer shall prevail.
- 3.9.** If the Order includes more than one Part and/or Part from the Entrusted Material, all provisions of GTC relating to one Part and/or Part from the Entrusted Material shall apply *mutatis mutandis* to all the Parts and/or Parts from the Entrusted Material included in the Order.
- 3.10.** No information contained in EL-BOX catalogues, brochures, commercial materials and advertisements constitutes an offer within the meaning of the Civil Code.
- 3.11.** For the avoidance of doubt, provision of the Technical Documentation by the Ordering Party to EL-BOX shall not imply that EL-BOX has accepted an execution of the Order, and any failure of EL-BOX to respond shall not be interpreted as the Order or its acceptance.
- 3.12.** In a case of Orders executed from the Entrusted Material, EL-BOX shall be entitled to examine whether the quality of the Entrusted Material is sufficient for an execution of the Order and EL-BOX shall not be liable for the quality of the Entrusted Material and for its unsuitability for the Ordering Party's purposes, regardless of whether EL-BOX knew or could have known of such purposes. If EL-BOX, at any stage of execution of the Order, considers that the quality of the Entrusted Material is not sufficient to produce the Finished Product or that producing the Part from the Entrusted Material involves an increase in the amount of work in relation to the amount of work specified at the time of presentation of the Sale Offer, EL-BOX shall be entitled to either cancel the Order or to make an adjustment, at its discretion, to the Price binding the Ordering Party.
- 4. PRICE AND PAYMENT TERMS**
- 4.1.** EL-BOX shall sell, and the Ordering Party shall purchase, the services or Finished Goods specified in the Sale Offer accepted on the date indicated by EL-BOX for the Price specified by EL-BOX in the Sale Offer as a net price to which value added tax shall be added.
- 4.2.** The Price shall be paid by the Ordering Party in a currency indicated in the Sale Offer, unless otherwise agreed by the parties. If the Price is expressed in Euro or other currency and there is an obligation to pay the value added tax (VAT) on the part of EL-BOX, the amount of VAT shall be paid by the Ordering Party in PLN in accordance with the provisions of tax law.
- 4.3.** Payment of the Price shall be made prior to the execution of the Order, unless EL-BOX has stipulated in the Sale Offer that payment shall be made at a different time indicated by it. Any security indicated in the Sale Offer shall be submitted to EL-BOX no later than on the date of conclusion of a contract, unless the Sale Offer provides for otherwise.

- 4.4.** Payment of the Price shall be made by bank transfer to the bank account indicated by EL-BOX in an invoice. Payment shall be deemed to have been made upon receipt of the funds into the bank account indicated by EL-BOX.
- 4.5.** The filing of the Claim shall not entitle the Ordering Party to withhold payment of the Price.
- 4.6.** After the Ordering Party approves the Sale Offer within the deadline indicated by EL-BOX, EL-BOX shall have the right to change the execution date and the right to make a binding adjustment of the Price of the Order if the estimated time necessary to complete the Order after making sample specimens of the Parts or Parts from the Entrusted Material, in this if the availability of material necessary to complete the Order increases or changes prior to commencement of production.
- 4.7.** If, between the date of preparation of the Sale Offer and the date of commencement of production of the Order, there is an increase in prices of materials necessary to complete the Order by more than 5% (regardless of the reason, also if the price increase is due to an increase in currency exchange rates), then EL-BOX shall have the right to unilaterally increase the Price in a part related to the material share proportionally by an increase in a price of these materials.
- 4.8.** EL-BOX shall have the right to increase the Price by the amount of the quarterly consumer price index announced quarterly by the President of the Polish Statistics in relation to the Orders executed at the time of publication of the index. For the avoidance of doubt, in the event that the index becomes negative, the Ordering Party shall not be entitled to reduce the Price.
- 4.9.** EL-BOX shall be entitled to separate appropriate remuneration for the Excess Parts produced during the execution of the Order, as determined by EL-BOX in accordance with the price of the Production Batch indicated in the Sale Offer.
- 4.10.** In the event of the Shortage, the Ordering Party shall not be entitled to claim a reduction in the Price.
- 4.11.** If the execution of the Order requires the use of Special Tools, the Ordering Party shall be obliged to bear the costs of their use, including costs related to repair or replacement resulting from normal wear and tear.
- 4.12.** In the event of delay in payment of the Price or other amounts due to EL-BOX by the Ordering Party, EL-BOX shall be entitled to charge statutory interest for delay in commercial transactions.
- 4.13.** If the Ordering Party is in delay with payment of even a part of the Price of any Order, EL-BOX shall have the right to suspend the execution of the remaining Orders (including the release of the Finished Goods) until the Ordering Party has paid all amounts due, including interest. If the delay of any payment to EL-BOX exceeds 7 days, EL-BOX may withdraw from the Order without setting a grace period (Article 492 of the Civil Code).

5. RECEIPT OF THE ORDER

- 5.1.** EL-BOX shall deliver the Finished Goods to the Ordering Party under the terms of EXW (Ex Works) INCOTERMS 2010, unless otherwise agreed in writing between EL-BOX and the Ordering Party.
- 5.2.** EL-BOX shall only bear the costs of bringing the Finished Goods (i.e. delivering and separating) to own warehouse at the time specified by EL-BOX at a disposal of the Ordering Party.
- 5.3.** Receipt of the Finished Goods by the Ordering Party shall take place within 3 business days of the date agreed at the stage of acceptance of the Order for execution, unless otherwise agreed by the parties. Failure to receive within that period shall entitle EL-BOX to charge additional remuneration for the service of storage of the Finished Product in accordance with the price list.
- 5.4.** The Ordering Party, in addition to payment of the Price and the costs of packaging, pallets and issuance of material approvals, shall bear all costs associated with the transportation of the Finished Goods from the time of receipt of the Finished Goods from the Ordering Party's premises, in particular the costs of obtaining licences and customs formalities in the country of export and import and transit and all costs

not provided for in these GTC that may arise in connection with the delivery of the Finished Goods from EL-BOX.

- 5.5.** Prior to the receipt of the Finished Goods delivered by the carrier from the registered office of EL-BOX, the Ordering Party shall be obliged to report to the carrier any damage found in a shipment and to state, in a protocol drawn up with the carrier, any objections to the detected defects and damage to a shipment, including in a protocol a detailed description of the defects and damage to a shipment together with the circumstances of their occurrence and photographic documentation showing any violations. Immediately after preparing the protocol, the Ordering Party shall send a copy of the protocol with the photographic documentation to EL-BOX in writing (by registered mail) or by e-mail, at the same time informing it on the detected defects and damage, in accordance with the other provisions of GTC.
- 5.6.** Prior to the receipt of the Finished Goods in any manner other than specified in clause 5.5, in particular in person, the Ordering Party shall be obliged to report to EL-BOX in writing any damage found in a shipment and to state in a protocol any objections to the detected defects and damage to the shipment, including in the protocol a detailed description of the defects and damage to the shipment together with the circumstances of their occurrence and photographic documentation showing any violations. Immediately after preparing the protocol, the Ordering Party shall send a copy of the protocol with the photographic documentation to EL-BOX in writing (by registered mail) or by e-mail, at the same time informing it on the detected defects and damage, in accordance with the other provisions of GTC.
- 5.7.** Any defects and damage to a shipment which could not have been noticed from the outside upon receipt or damage occurring during transport shall be reported by the Ordering Party to EL-BOX immediately, but no later than within 3 business days of the date of receipt of the Finished Product in the manner indicated in the clauses 5.5. or 5.6. above.
- 5.8.** Failure to document the Finished Product in the manner provided for in clause 5.5. or

5.6. shall exclude the liability of EL-BOX related to the Finished Product, including under warranty.

6. CROSS-BORDER TRANSPORT OF GOODS

- 6.1.** If the Ordering Party or its representative, located outside the territory of the Republic of Poland, receives the Finished Product and transports or sends it to a country outside the European Union, it is obliged to submit to EL-BOX a copy of the document required by the tax regulations in which the customs office specified in the customs regulations has confirmed the export of the Finished Goods outside the territory of the European Union and from which it follows that the Finished Goods delivered by EL-BOX are the Finished Goods exported outside the territory of the European Union. If such document is not presented by the Ordering Party by the 25th day of the month following the calendar month of receipt of the Finished Goods, EL-BOX shall charge the Ordering Party with the amount of value added tax at the rate applicable to domestic sales for the delivered Finished Goods, together with any interest due. If such document is then presented by the Ordering Party, EL-BOX shall correct the previous value added tax charge.
- 6.2.** In the case of delivery from the territory of the Republic of Poland to another member state of the European Union, the Ordering Party shall be obliged to provide EL-BOX with its valid identification number for intra-Community transactions under which it operates in the territory of the member state of the European Union other than Poland and to present documents unambiguously confirming that the Finished Goods delivered by EL-BOX were exported from the territory of Poland and delivered to a purchaser in the territory of another member state of the European Union, in particular: transport documents received by the carrier (forwarder) responsible for the export of the Finished Goods from the territory of Poland, from which it unambiguously follows that the Finished Goods have been delivered to a destination in the territory of another member state of the European Union. In the absence of a consignment note indicated above, the Ordering Party shall be obliged to present other documents unambiguously confirming the delivery of

the Finished Goods to the recipient in the destination country. If the above documents are not presented by the Ordering Party by the 25th day of the month following the calendar month of receipt of the Finished Goods, EL-BOX shall charge the Ordering Party with the amount of value added tax at the rate applicable to domestic sales for the delivered Finished Goods, together with any interest due. If such document is then presented by the Ordering Party, EL-BOX shall correct the previous value added tax charge.

- 6.3.** EL-BOX may, at its own discretion, make a sale outside the territory of Poland with VAT charged, and after the Ordering Party has sent documents confirming that the goods have left the territory of Poland and arrived at their destination, adjust an invoice accordingly and make a corresponding refund of the amount of the original invoice or make a corresponding set-off against the amounts due to it from the Ordering Party.

7. RETENTION OF TITLE

- 7.1.** Until the Ordering Party has paid the Price in full, the Finished Product shall remain the property of EL-BOX.
- 7.2.** The Ordering Party shall bear the risk of accidental loss or damage to the Finished Product from the moment an Order is ready and prepared by EL-BOX for receipt by the Ordering Party, regardless of who bears the transport costs.

8. WARRANTY

- 8.1.** EL-BOX shall grant the Ordering Party the quality warranty, i.e. a warranty of execution of the Finished Product in accordance with the approved Technical Documentation or Technical Conditions for the Orders executed at EL-BOX in accordance with the warranty conditions indicated below.
- 8.2.** The warranty shall be valid only in the territory of the Republic of Poland. EL-BOX shall not be obliged to perform its obligations under a warranty outside the territory of the Republic of Poland.
- 8.3.** The warranty period shall be as follows:

8.3.1. For the Parts - 12 months, subject to the provision that if the warranty granted by the manufacturer of the Material or other purchase item included in the Order (including surface treatments) is shorter than 12 months - in such case EL-BOX shall grant a warranty until the last day of the manufacturer's warranty period;

8.3.2. For the Parts from the Entrusted Material - 12 months, subject to the provision that a warranty covers only the service of treatment of the Part from the Entrusted Material; EL-BOX shall not be liable for the quality of the Entrusted Material;

8.3.3. For the Technical Documentation - 12 months as of the date of preparation at the request of the Ordering Party,

unless EL-BOX and the Ordering Party agree otherwise in writing.

8.4. The warranty period shall run as follows:

8.4.1. For the Part and Part from the Entrusted Material - as of the date on which an Order is ready and prepared by EL-BOX for receipt by the Ordering Party;

8.4.2. Technical Documentation - as of the date of handing over the Technical Documentation, prepared at the request of the Ordering Party, by EL-BOX to the Ordering Party.

8.5. EL-BOX undertakes to remove: (i) any visible physical defects of the Order, duly notified by the Ordering Party and (ii) hidden physical defects of the Order, if the hidden physical defects become apparent within 12 months of the date of release of the Finished Product and are notified by the Ordering Party in writing within 3 business days of the date on which they were found, whereby failure to notify a hidden physical defect within such period shall result in a loss of rights under a warranty. Detailed rules for notification are described in clause 9 "Complaints" below.

8.6. EL-BOX shall not be liable for defects caused by improper loading, unloading,

storage, handling and use of the Finished Product by the Ordering Party or any third party. EL-BOX shall also not be liable for the suitability of the Finished Product for the purpose intended by the Ordering Party, regardless of whether EL-BOX knew or could have known of such purpose.

- 8.7.** EL-BOX shall have the right to suspend an execution of any claims under a warranty until the Ordering Party has paid EL-BOX all outstanding receivables, including interest.
- 8.8.** Finding the Complaint to be justified, EL-BOX may, at its sole discretion, either remove the defects found or replace the Order or part thereof. EL-BOX shall proceed to remove the physical defects in the Finished Product or to replace the Finished Product or any part thereof within 60 business days of the date on which EL-BOX acknowledges a defect. EL-BOX shall remove the physical defects in the Finished Product or replace the Finished Product or part thereof within a reasonable period of time set by EL-BOX, which shall not exceed 90 business days of the date of acknowledgement of notification on the physical defects. The above-mentioned deadlines may be extended if, for objective reasons, it is not possible to exercise the warranty rights within these deadlines. Applicability of Article 580 § 2 of the Civil Code shall be excluded. The damaged Finished Goods or parts thereof that have been replaced with new ones shall become the property of EL-BOX at the time of their replacement.
- 8.9.** In the case of replacing the Part with a new one, repairing the Part or the Part from the Entrusted Material and/or making changes to the Technical Documentation, the period for exercising rights under a warranty shall not start anew or be suspended. If the Ordering Party exercises its rights under a warranty, the period for exercising rights under other legal grounds shall not be suspended. In the case of the Part from the Entrusted Material, replacement with a new one shall be excluded unless the Ordering Party, at its own expense, provides EL-BOX with an appropriate quantity of the Entrusted Material necessary to replace the Part from the Entrusted Material.

8.10. The Ordering Party shall lose its rights under a warranty in the case of:

- 8.10.1.** receiving the Part or Part from the Entrusted Material without examining it or breaching any other obligations indicated in GTC;
- 8.10.2.** carrying out repairs, modifications or alterations to the Part or Part from the Entrusted Material by itself or having them carried out by third parties;
- 8.10.3.** installing, using or exploiting the Part or Part from the Entrusted Material not in accordance with its normal purpose, principles of technical knowledge or technical specifications;
- 8.10.4.** submitting the Complaint after the deadlines or in violation of the rules indicated in GTC.

8.11. The liability of EL-BOX under warranty for defects of the Part, Part from the Entrusted Material and the Technical Documentation shall be excluded.

8.12. The liability of EL-BOX for any Consequential Damages shall be excluded.

8.13. If the cost of repairing the Finished Product directly by the Ordering Party is less than the cost of repairing the Finished Product by EL-BOX, the Ordering Party, subject to receiving a prior written acceptance of the amount of the costs by EL-BOX, may repair the Finished Product by itself. The Ordering Party may not demand from EL-BOX to pay any costs in excess of the amount agreed in accordance with a written acceptance. Performing the repair independently without a prior written consent for an independent repair shall be tantamount to a waiver of warranty rights.

9. COMPLAINTS

9.1. The Complaint shall be made in writing with an acknowledgement of receipt, or otherwise null and void, and it shall contain the EL-BOX index number of the Finished Product or index number of the Finished Product assigned by the Ordering Party, which was confirmed in the Sale Offer, a number of the delivery document or sale

invoice, a description of the defect, a description of the circumstances in which the defect was detected if a defect occurred during transport, storage, production, processing. In addition, it shall include photographic documentation showing a damage. The notification shall be signed by a person authorised to act on behalf of the Ordering Party. Upon each request by EL-BOX, other documents and information necessary to assess its validity shall be provided.

- 9.2.** Upon receipt of the Finished Product, the Ordering Party or a person selected by the Ordering Party to sign a consignment letter or documents confirming the receipt of the Finished Product shall be obliged to examine it very carefully. Receipt of the Finished Product by the Ordering Party without very careful examination shall be deemed to be a confirmation of the absence of defects in the Finished Product.
 - 9.3.** Signing by the Ordering Party or a person selected by the Ordering Party to sign a consignment letter or documents confirming the receipt of the Finished Product without any additional annotation or comment shall mean acceptance of the delivery of the Finished Product without any reservation as to quantity, assortment, damage and quality defects of documentation, labelling, price, packaging and any other characteristics of the Finished Product that could be detected at the time of delivery.
 - 9.4.** The Ordering Party may exercise warranty rights by submitting either the Receipt Complaint or Quality Complaint.
 - 9.5.** Receipt Complaints shall relate to defects involving the quantity or quality of the Finished Product that could be detected on receipt of the Finished Product and should be reported at the time of receipt of the Finished Product, but no later than 3 business days of the date of delivery of the Finished Product, subject to the remaining provisions of GTC.
 - 9.6.** Quality Claims shall relate to defects involving the quality of the Finished Product that could not be detected on receipt of the Finished Product and shall be notified within 3 business days of the date on which a defect was detected, but no later than 12 months of the date of
- release of the Finished Product. Notwithstanding any other provisions, a consumption of more than 40% of the Finished Product by the Ordering Party, calculated in relation to the particular Production Batch regarding which the Quality Complaint has been reported, shall be equivalent to the Ordering Party's acceptance of an entire received Production Batch of the Finished Product, which implies a waiver of claims under warranty rights.
- 9.7.** For the purpose of considering the Complaint, the Ordering Party shall secure the Finished Product being the subject matter of the Complaint against damage or destruction and create conditions for EL-BOX to become acquainted with all the Finished Products complained about.
 - 9.8.** The Ordering Party shall be obliged to deliver the Finished Product complained about to the registered office of EL-BOX and then collect it at its own expense, which is a precondition for the execution of the Complaint, in particular if delivery and return are performed outside Poland, unless EL-BOX and the Ordering Party agree otherwise.
 - 9.9.** EL-BOX shall be obliged to consider the Complaint and notify the Ordering Party on the manner of its consideration within 60 business days of the date of receipt of the Complaint. If the consideration of the Complaint requires the use of third parties services by EL-BOX or if the Ordering Party fails to fulfil the obligations indicated in GTC, the time of the performance of services by third parties or the time necessary for the Ordering Party to duly fulfil the obligations indicated in GTC shall not be included in the time for consideration of the Complaint. The time between the dispatch of the Finished Product complained about from the Ordering Party and the receipt of the Finished Product complained about by EL-BOX shall also not be included in the time for consideration of the Complaint.
 - 9.10.** If EL-BOX finds that submission of the Complaint regarding the Finished Product was unjustified, EL-BOX may charge the Ordering Party with the incurred costs connected with verification of a notification on such defects, including but not limited to the cost of performing an expert examination. In doing so, EL-BOX shall not

be liable for the unsuitability of the Finished Product delivered in accordance with the Order for the purposes of the Ordering Party.

- 9.11.** For the avoidance of doubt, the parties agree that any actions related to the procedure connected with the Complaint shall not relieve the Ordering Party of its obligation to pay the Price.

10. IMPROPER PERFORMANCE OF THE CONTRACT

- 10.1.** If the Ordering Party is in delay in making payments resulting from any legal relationship between the Ordering Party and EL-BOX or in providing the payment security indicated in the Sale Offer and GTC accepted by the Ordering Party: (i) the entire Price shall become immediately due and payable, (ii) EL-BOX may suspend the performance of its obligations under the contract concluded under GTC until all payments have been settled and security has been provided by the Ordering Party, and in particular EL-BOX may suspend: (i) the delivery of the Finished Product, (ii) the execution of the Part and/or Part from the Entrusted Material, and (iii) the removal of defects in the Finished Product covered by warranty. In the aforementioned case, the deadlines provided for the performance of the obligations by EL-BOX shall be extended accordingly, for a period not shorter, however, than the period of the Ordering Party's delay.
- 10.2.** In the event of the Ordering Party's failure to pay the Price, part of the Price or any of the instalments, as well as failure to provide payment security, within the deadlines specified in the Sale Offer accepted by the Ordering Party, EL-BOX shall have the right to request the Ordering Party to pay the Price, a remaining part of the Price, the remaining instalments or to provide security, subject to the provision that if the obligation is not fulfilled within 3 days of the date of receipt of a request, EL-BOX shall be entitled to withdraw from the contract (Article 492 of the Civil Code). In the case of an ineffective expiry of the above period, EL-BOX shall be entitled to withdraw from the Contract.
- 10.3.** Any liability of EL-BOX towards the Ordering Party, excluding liability due to wilful misconduct, shall be limited to an

amount of the Price of the Finished Product to which the liability of EL-BOX would be related.

- 10.4.** EL-BOX shall not be liable for untimely performance of the Order resulting from untimely delivery of raw materials or other materials by a contractor or supplier of EL-BOX, which is needed for the performance of the Order. In such case, the deadline for the performance of the Order shall be extended by the time by which a contractor or supplier of EL-BOX is in delay with the delivery of the raw material or other materials.
- 10.5.** EL-BOX shall be entitled to withdraw from the Contract (Article 492 of the Civil Code) in the case in which: (i) financial difficulties arise on the part of the Ordering Party that justify a presumption of its insolvency - within 7 days of becoming aware of such an event; or (ii) enforcement proceedings, liquidation proceedings or an application for the commencement of bankruptcy or reorganization proceedings have been filed against the Ordering Party - within 7 days of becoming aware of such an event.
- 10.6.** If, after EL-BOX has commenced performance of the Order, the Ordering Party wishes to make any changes to the Order, for which a prior consent of EL-BOX is required, EL-BOX may additionally charge the Ordering Party with the costs incurred.
- 10.7.** If the Ordering Party wishes to make any changes to the Order, for which a prior consent of EL-BOX is required, EL-BOX may unilaterally extend the deadline for the performance of the Order.
- 10.8.** For the avoidance of doubt, the Ordering Party may not withdraw from the Order under any circumstance if EL-BOX has commenced the performance of the Order.
- ## **11. FORCE MAJEURE**
- 11.1.** EL-BOX shall not be liable for damage caused by a Force Majeure Event. Lack of funds shall not be considered a Force Majeure Event.
- 11.2.** The occurrence of the Force Majeure Event shall relieve EL-BOX of its obligations under the Contract for the duration of the Force Majeure Event or for

the period necessary to eliminate its consequences. The foregoing shall not apply to the obligation to pay the amounts that became due and payable before the Force Majeure Event occurred. In such a case, EL-BOX shall notify the other Party in writing on the Force Majeure Event providing a description of the Force Majeure Event, its grounds and consequences and its expected duration.

12.7. In the event of disputes arising out of or in connection with the Order or the Finished Product, a court competent for the registered office of EL-BOX shall have jurisdiction to resolve such disputes.

12.8. GTC shall enter into force on 1 October 2022.

12. FINAL PROVISIONS

12.1. Unless otherwise agreed between EL-BOX and the Ordering Party, all Complaints, notices and statements of the parties arising from or related to the performance of the Order shall be sent by the Ordering Party to the registered office of EL-BOX in writing (by registered mail).

12.2. Only the provisions of Polish law shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980, shall be excluded.

12.3. The Ordering Party shall be obliged to immediately notify EL-BOX on any change of details indicated in the confirmation of the Sale Offer, or otherwise a delivery made to the last known correspondence address, fax number or e-mail address shall be considered effective.

12.4. EL-BOX shall be the data controller of the personal data of the Ordering Party and its employees and representatives. The information clause of EL-BOX concerning personal data protection may be found on the website of EL-BOX at: <https://elbox.pl/polityka-prywatnosci/>

12.5. The Ordering Party may not set off the claims towards EL-BOX against the claim of EL-BOX towards the Ordering Party for payment of the Price or other amounts due to EL-BOX.

12.6. The Ordering Party may not assign any rights or obligations arising from the relationship with EL-BOX to any other person or entity without a written consent of EL-BOX.