

**GENERAL TERMS AND CONDITIONS OF SERVICE provided
by HUZAR POWER Sp. z o.o. based in Wieliczka**

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Service (GT&C) apply to all service provision agreements executed by HUZAR POWER Sp. z o.o. based in Wieliczka, registered in the National Court Register maintained by the District Court for Kraków - Śródmieście in Kraków, XI Commercial Division of the National Court Register, under KRS number 0000182476, as the Contractor.

2. The terms used in the further part of the General Terms and Conditions of Service mean:

- Contractor or HP - Huzar Power Sp. z o.o. based in Wieliczka
- Client or Customer - the contractor of Huzar Power Sp. z o.o. being an enterprise within the meaning of the Civil Code
- Parties - Contractor and Client

For the Contractor/Client, HP/Customer is also recognized when selling or exchanging brake components, parts, or consumables, and the provisions of these GT&C apply accordingly to such agreements.

- GT&C - these General Terms and Conditions of Service provided by Huzar Power Sp. z o.o. in Wieliczka
- Services - reconditioning services for brake components and related agreements for the sale of parts or consumables and agreements for the exchange of brake components, as well as any other types of services performed in connection with the reconditioning of components
- Offer - the written terms of service, with a specified validity period, executed within the HP enterprise, with the reservation that no information contained in catalogues, brochures, and promotional materials constitutes an offer within the meaning of the Civil Code; similarly, any illustrations, descriptions, drawings provided to the Client are for informational purposes only, unless explicitly stated otherwise.
- Report of Transfer and Receipt of Service/Product - a description of the work carried out during the execution of the Service and necessary data and information about the Service
- Components - elements delivered to Huzar Power Sp. z o.o. for repair/regeneration

3. In the scope of services provided by HP, the application of any other provisions or contractual agreements is excluded, in particular: general terms of agreements, contractual templates, or regulations used by the Client. The lack of explicit objections from HP to other than GT&C general terms, templates of agreements, regulations, etc., cannot be interpreted as their acceptance by HP. In case of changes to the GT&C, the GT&C in force on the day of acceptance of the Offer submitted by HP remain binding for the Parties.

4. Acceptance of the offer, by sending an order or delivering components to the Contractor, means full acceptance of the GT&C by the Client.

II. CONCLUSION OF THE AGREEMENT

1. The basis for concluding the agreement is the submission of an order by the Client in response to the Offer of the Contractor or sending components to the Contractor. Sending an order or delivering components means the conclusion of the agreement and consent to the application of the GT&C without any modifications. In case the Client submits a written statement - no later than at the time of acceptance of the Offer - regarding lack of consent or objections to the GT&C, the agreement between the Parties is not concluded.

2. In the case of the Client submitting an order without receiving a prior written Offer, the agreement is concluded at the moment the order is received by the Contractor.

3. In the case of sending components by the Client without a prior written order, the agreement is concluded upon delivery of the components to the Contractor.

4. The Parties exclude the possibility of silent (implied) conclusion of the agreement.

III. PRICE AND PAYMENT TERMS

1. The price for the Services will be determined in each case in the offer. The final price applicable to the Parties is established based on the state of agreements in effect at the time of written confirmation of the order or delivery of components to the Contractor. If no offer has been made and no agreements have been reached, the applicable prices are the current price list prices at the time the order or components are received by the Contractor.

2. If the price is expressed in a currency other than Polish złoty, it is assumed that it is payable in the equivalent of that amount in złoty, according to the selling rate of the given currency announced by the National Bank of Poland, applicable on the day HP issues the VAT invoice.

3. The Client is obliged to pay the price within the period specified in the offer or, if the payment deadline is not specified therein, within the period indicated in the VAT invoice issued by HP. Payment is considered made at the moment the payment is credited to the bank account of the Contractor.

4. Prices quoted by the Contractor are net prices and will be increased by the applicable added tax according to current regulations.

5. In the event of delay by the Client in paying the price for any agreement concluded between the Parties, the HP has the right to withhold performance of other agreements and the transfer of already completed Services until the Client has paid all outstanding amounts.

6. If, during the performance of the Services, it becomes necessary to perform additional Services or sell additional parts or consumables related to the Service being performed, not covered by the Offer, HP will notify the Client by phone, email, or fax, indicating the scope of work/parts/additional materials and proposing the amount of additional remuneration. After obtaining the Client's consent, HP will proceed with the additional work.

7. If the Client's financial situation deteriorates to such an extent that, in the Contractor's opinion, it jeopardizes timely payment, HP shall have the rights listed in section 5, unless the Client offers payment security acceptable to HP. Additionally, HP shall have the right to change the payment terms for future contracts, in particular to withdraw trade credit, i.e., deferred payment. In the event that:

- liquidation proceedings are initiated against the Client;
- a petition to initiate bankruptcy or reorganization proceedings is filed against the Client, HP shall have the right to withdraw from the contract.

8. The Client may not offset its receivables against the Contractor against HP's receivables arising from the Services performed.

9. The transfer of any of the Client's rights arising from contracts concluded with HP requires the prior written consent of HP.

IV. ACCEPTANCE OF SERVICES. SERVICE WARRANTY

1. The Client undertakes to carefully examine the items covered by the Service upon receipt, in terms of quantity, compliance with the technical specifications specified in the order, and for any visible defects, as well as to sign the delivery document. Signing the delivery document constitutes confirmation of the compliance of the indicated parameters with the order and the absence of defects that could be detected during a very careful examination of the goods upon receipt.

2. The Parties agree that the cost of loading the items covered by the Service is borne by the Contractor and the cost of unloading is borne by the Client. Transport costs are borne by the Client, unless otherwise agreed.

3. Huzar Power provides a warranty for its services, provided that the items covered by the Service will be used in accordance with their intended purpose and applicable technical requirements. The warranty period is always specified in the offer.

4. The Client is obligated to report defects in the performance of the Services within 7 days of discovering the defect, under penalty of forfeiting warranty rights for detected but unreported defects. The notification must be made in writing, with a return receipt requested, and include a specification of the defective items and a description of the defect, as well as the signature of a person authorized to represent the Client.

5. HP will begin rectifying the defects within 14 days of the Client reporting the defect and delivering the items to HP, or HP collecting the items from the Client, if so agreed. If the complaint is upheld, the Contractor is obligated to rectify the identified defect at their own expense. If it is determined that the reported defects are unjustified, the Contractor has the right to charge the Client for the costs associated with verifying the defects (e.g., labor time, diagnostic costs, participation of HP representatives in the examination/committee, additional materials, etc.), and if an expert opinion has been performed – previously agreed upon by the Parties as necessary – also for the costs of its preparation.

6. In the event of a complaint requiring an inspection of the subject of the complaint with the participation of the parties (committee), the party convening the committee is obligated to inform the other party of the date and place of the inspection at least 5 business days in advance. Information about the convening of the committee should also include additional, important details regarding the subject of the complaint, e.g., the circumstances of the defect discovery.

If the other party is not notified of the date and place of the inspection in the manner described above, any findings made in that party's absence are not binding and cannot constitute the basis for any claims related to the subject of the complaint, and the inspection procedure must be repeated unless the absent party expressly agrees with the findings made.

The Contractor has the right to charge the Client for costs related to defect verification (e.g., labor time, diagnostic costs, participation of HP representatives in the examination/committee, additional materials, etc.), and if an expert opinion has been performed – previously agreed upon by the Parties as necessary – also for the costs of its preparation.

The provisions of point 5 regarding the costs of upheld/disallowed complaints apply accordingly.

7. Huzar Power Sp. z o.o. is not liable for complaints resulting from improper use of reconditioned valves. This reservation also applies to third parties that do not directly use Huzar Power Sp. z o.o.'s services. The costs of such complaint proceedings are borne by the Customer.

8. Initiating a complaint procedure does not release the Customer from the obligation to pay the price for the items provided under the Service.

9. Huzar Power is not liable for indirect or consequential damages or lost profits by the Customer or third parties acting on behalf of or for the Customer, as well as any damages suffered by parties that indirectly use Huzar Power's services or on whose behalf the Customer acts. However, in the event of such claims, the Customer is obligated to immediately notify Huzar Power of the circumstances of the damage, ensure that the scene of the incident is secured, and enable verification of the subject of the service. If a commissioned inspection is necessary, it must be conducted with the participation of Huzar Power. Points 5 and 6 apply to the convening procedure.

10. The Parties exclude HP's liability under warranty.

V. OTHER PROVISIONS

1. Neither Party shall be liable for any damage caused as a result of a force majeure event. For the purposes of these General Terms and Conditions of Service, a force majeure event means an event beyond the Parties' control that prevents the Parties from performing their obligations, when the event could not have been foreseen at the time the obligation arose, and the Party affected by the event could not have avoided or controlled the event or its consequences. A lack of financial resources is not considered a force majeure event. The Party invoking a force majeure event must immediately notify the other Party in writing, providing a description of the event, its consequences, and its expected duration.

2. All disputes arising from these General Terms and Conditions of Service or the agreements to which their provisions apply shall be resolved by the court having jurisdiction over HP's registered office.

3. The General Terms and Conditions of Service and the agreements to which their provisions apply are subject to Polish law.

4. The titles of individual sections of the General Terms and Conditions of Service are for editorial purposes only, and the text of the General Terms and Conditions of Service may not be interpreted on their basis.

5. If individual provisions of the General Terms and Conditions of Service prove invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions, and the Parties undertake to adopt provisions that reflect the prior will of the Parties in a manner effective for the performance of their mutual obligations.

6. Any changes to the General Terms and Conditions of Service must be made in writing, under pain of nullity.