

GENERAL CONDITIONS OF SALE

by HUZAR POWER Sp. z o.o. based in Wieliczka

I. GENERAL PROVISIONS

1. These General Conditions of Sale (GCS) apply to sales or exchange agreements entered into 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

2. The terms used hereinafter in the General Conditions of Sale mean:

- Seller or HP - Huzar Power Sp. z o.o. based in Wieliczka
- Buyer or Client- the contracting party of Huzar Power Sp. z o.o. being an enterprise within the meaning of the Civil Code
- Parties - the Seller and the Buyer
- GCS - these General Conditions of Sale provided by Huzar Power Sp. z o.o. based in Wieliczka, concerning products and goods (hereinafter: Product, Item) offered by HP
- Offer - presented in writing, with a specified period of validity, terms of sale carried out within the HP company, provided that no information contained in catalogues, brochures, and promotional materials constitutes an offer within the meaning of the Civil Code; similarly, any illustrations, descriptions, and drawings provided to the Seller are for informational purposes only, unless explicitly stated otherwise.

3. In the scope of sales made by HP, the use of any other contractual provisions or templates is excluded, in particular: general conditions of contracts, model contracts or regulations used by the Buyer. HP's lack of express objection to general terms and conditions, model contracts, regulations, etc. other than GCS cannot be interpreted as HP's acceptance of them. In the event of a change in the terms of the GCS, the GCS in force on the date of acceptance of the Offer submitted by HP shall remain binding on the Parties.

4. Acceptance of the offer, whether by sending an order, a declaration of acceptance of the offer or a separate declaration, means full acceptance of the GCS by the Buyer.

II. CONCLUSION OF THE AGREEMENT

1. The basis for concluding the agreement is the placing of an order by the Buyer in response to the Seller's Offer. Acceptance of the Offer by the Buyer within its validity period, after it has been signed by persons authorized to represent the Principal and

sent by fax, by e-mail in the form of scan or by registered letter, means the conclusion of a contract and consent to the use of GCS without any modifications.

If the Buyer submits a written declaration - at the latest by the time of acceptance of the Offer - of disagreement or reservations with the GCS, the agreement between the Parties is not concluded.

2. In the event of the Buyer placing an order without receiving a prior written Offer, the contract is concluded upon the Seller's confirmation in writing of acceptance of the order.

3. The parties exclude the possibility of tacit (implied) conclusion of the agreement.

4. Any agreements, assurances or guarantees made by Seller's employees in connection with the conclusion of a contract or the submission of an Offer shall not be binding unless confirmed in writing by persons authorized to represent Seller.

5. If, for reasons beyond the Seller's control, he is unable to perform the contract in whole or in part, he will have the right to withdraw from it within 3 months of concluding the contract.

The Seller shall not be liable for any damage caused by the Buyer.

III. OWNERSHIP RIGHT

1. The Seller reserves that ownership of the sold Item will pass to the Buyer upon payment of the entire price to the Seller.

2. The risk of loss or damage to the Item passes to the Buyer upon release of the Item. In the case of entrusting the Item to a carrier, this risk passes upon delivery of the goods to the carrier, regardless of who bears the transport costs.

IV. PRICE AND PAYMENT TERMS

1. The price for the Product and the applicable currency will be specified in the offer each time. The final price applicable for the Party shall be based on the state of the arrangements in force at the time of written confirmation of the order.

2. If the price is expressed in a currency other than the Polish zloty, it is assumed that it is payable in that other currency.

3. The Buyer is obliged to pay the price within the time specified in the offer or, if the payment deadline is not specified therein, within the time specified in the VAT invoice/Pro-forma invoice issued by HP. Payment is deemed to have been made when the receivable is credited to the Seller's bank account.

4. The prices quoted by the Seller are net prices and will be increased by the VAT due under applicable regulations.

5. In order to secure claims related to the sale of the Product, the Buyer will, upon request of the Seller - no later than the date of issue of the Item - provide a bank, guarantee or other legal security acceptable to HP, unless otherwise agreed.

If the Buyer does not provide security by the time the Item is released, the Seller has the right to refrain from releasing it.

6. In the event of Buyer's delay in paying the price under any agreement entered into between the Parties, the Seller has the right to refrain from fulfilling any remaining agreements connecting it with Buyer (including the release of the Item) until Buyer pays any due amounts.

7. In the event of a deterioration in the Buyer's financial situation to an extent that, in the Seller's opinion, threatens the timely payment of the price, HP shall have the rights listed in paragraph 6, unless the Buyer offers additional security for payment acceptable to HP.

In the event that:

- liquidation proceedings will be initiated against the Buyer;
- an application will be filed against the Buyer to initiate bankruptcy or restructuring proceedings, HP has the right of withdrawal.

8. The Buyer may not set off its claims against the Seller against HP's claims arising from agreements concluded between the Parties.

9. The transfer of any rights of the Buyer under the agreements entered into with HP requires the prior written consent of HP.

V. RECEIPT of GOODS. GUARANTEE

1. The Buyer undertakes to carefully examine the Item at the time of receipt, in terms of quantity, compliance with the technical specifications specified in the order and for any visible defects, as well as signing the release document (The Transfer of Goods Protocol). Signing the release document means confirming the compliance of the indicated parameters with the order and the absence of defects that could be detected by very careful examination of the Item during receipt.

2. The parties agree that the cost of loading the Items at the seller's facility rests with the seller and the cost of unloading at the buyer's facility rests with the Seller.

Delivery costs shall be borne by the Seller unless otherwise agreed.

3. HP provides a 12-month warranty on the Product sold provided that the items covered by the Service are used for their intended purpose, applicable technical requirements and the instructions provided by HP. The Seller is responsible for defects arising from causes inherent in the Sold Item, but is not responsible for defects arising from external causes, e.g. accidents during the transport of the Item, mechanical contamination, consequences of atmospheric phenomena, improper operation.

If the Product has been processed, modified or repaired by the Buyer after delivery, the Seller's liability under the warranty title is void.

4. When concluding the Contract for the purchase of items, the Buyer also accepts the General Terms of Warranty, which are in force during the duration of the Contract.

5. Notification of any defect must be made in writing following receipt and must include details of the affected items and a description of the defect, as well as the signature of the person authorized to represent the Buyer. The Buyer is also obliged to make the defective Product available upon any request from the Seller.

6. HP will proceed with the removal of defects within 14 days from the date of notification of the defect by the Buyer and delivery of the item to HP, or receipt of the Item by HP from the Buyer, if so agreed. If the complaint is upheld, the Seller is obliged to remedy the identified defect at its own expense.

If it is determined that the report of defects is not justified, the Seller has the right to charge the Buyer with additional costs related to the checking of reported defects (e.g. working time, cost of diagnostics, participation of HP representatives in any examination commission, additional materials, etc.) The Seller has the additional rights to charge the Buyer for the provision of expertise when this is agreed by the Parties as necessary.

7. In the event of a complaint requiring an inspection of the subject matter of the complaint with the participation of the parties (committee), the convening party is obliged to inform the other party of the date and place of the inspection at least 5 working days in advance. Information about the convening of the commission should also take into account additional, important details regarding the subject of the complaint, e.g. the circumstances of the discovery of a defect.

In the event of failure to notify the other party of the date and place of the inspection in the manner described above, any findings made in the absence of that party are not binding and cannot constitute a basis for any claims relating to the subject of the complaint, and the inspection procedure must be repeated unless the absent party expressly agrees with the findings made without its participation.

The provisions of point 6 concerning the bearing of the costs of accepted/unaccepted complaints shall apply accordingly.

8. The initiation of a complaints procedure does not release the Buyer from the obligation to pay the price of the Product.

9. HP shall not be liable for indirect and consequential damages and lost profits by the Buyer and third parties acting on behalf of or for Buyer, or any damages suffered by parties who indirectly use HP's services or for whom the Buyer acts. Nevertheless, in the event of such claims being raised, the Buyer must immediately notify HP of the circumstances of the damage, ensure that the scene of the incident is secured and enable the Product to be verified. If necessary, commission inspections are carried out obligatorily with the participation of HP. Points 6 and 7 shall apply accordingly to the convening procedure.

10. The parties exclude HP's liability under the warranty.

VI. OTHER PROVISIONS

1 Neither Party shall be liable for damage caused by a force majeure event. For the purposes of the GCS, a case of force majeure means an event beyond the control of the Parties 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 in which the event occurred could not have avoided it or brought the event or its consequences under control. Lack of financial resources is not considered a case of force majeure.

A Party invoking the occurrence of a force majeure event of an obligation shall immediately notify the other Party in writing, giving a description of the event, its consequences and its expected duration.

2. Any dispute arising out of the GCS or the contracts to which their provisions apply shall be settled by the court having jurisdiction in HP's registered office.

3. The GCS and the agreements to which their provisions apply are subject to Polish law.

4. The titles of individual points of the GCS are only editorial in nature and the text of the GCS cannot be interpreted on their basis.

5. If individual provisions of the GCS were to be invalid or ineffective, the validity and effectiveness of the remaining provisions would not be affected and the Parties undertake to adopt such provisions as reflect the prior will of the Parties in a manner effective for the performance of their respective obligations.

6. Any amendments to the GCS shall require written form on pain of nullity.