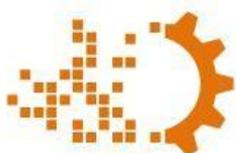


General Terms and Conditions of Sale

EMPLAST Sp. z o. o. Sp. k. authorized representative of solutions and technologies in plastics processing

§ 1 General provisions

1. General Terms and Conditions of Sale (hereinafter also referred to as: "GTS") define the rights and obligations of the parties and the rules for concluding contracts for the sale of goods offered by EMPLAST Sp. z o. o. Sp. k. with its registered office in Poznań (60-654), at ul. Św. Leonarda 4/U2, entered into the Register of Entrepreneurs in the National Court Register, by the District Court Poznań - Nowe Miasto i Wilda in Poznań, the 8th Commercial Department of the National Court Register no. 0000625601, NIP [Tax Identification Number] 9721265012, REGON [National Register of Economic Units] 364860048, hereinafter also referred to as the "Seller".
2. Unless otherwise agreed, the GTS apply to all offers of the Seller and sales contracts to which it is a party.
3. The use of the term "Buyer" in the GTS means a legal person, a natural person conducting business activity or an organizational unit without legal personality.
4. The General Terms and Conditions of Sale are an integral part of the first order placed by the Buyer (as well as the first order placed by the Buyer after the introduction of the GTS) and are valid for the entire duration of the Seller's commercial cooperation with the Buyer. Placing an order by the Buyer or an entity authorized to act on its behalf is also a confirmation of the Buyer that he has read and accepts these GTS. This is a prerequisite for trade cooperation. If the Buyer remains in a permanent business relationship with the Seller, the acceptance of the GTS on the first order is tantamount to their acceptance on subsequent orders, until their content is changed or revoked.
5. These GTS exclude the use of other agreement forms (general terms and conditions of the agreement, terms of sale, agreement forms, regulations, etc.) used or determined by the Seller.



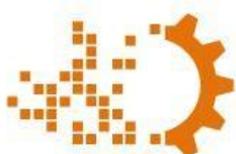


Emplast Spółka z o.o. Spółka komandytowa
ul. Św. Leonarda 4/U2, 60-654 Poznań
tel: +48 61 826 62 58
🌐 www.emplast.pl 📧 info@emplast.pl

6. The GTS are available on the website www.emplast.pl (tab: About the Company) and at the Seller's registered office indicated in § 1 (1) of the GTS.

§ 2 Orders and concluding a sale agreement

1. The condition for the effective conclusion of the sales contract is the placing of an order by the Buyer (or an entity authorized to act on its behalf), containing the information specified in § 2 (3) (a-g) of the GTS, and confirmation of its acceptance by the Seller in electronic form.
2. Placing an order by the Buyer is not binding on the Seller, and the lack of its response does not mean tacit acceptance of the order.
3. The order shall be submitted in electronic form via mail to one of the Seller's e-mail addresses and include:
 - a) the exact name of the Buyer or his/her name or surname (or the details of the entity authorized to act on behalf of the Buyer),
 - b) the address of the registered office or place of residence and the address for correspondence (if different from the address of the registered office or place of residence),
 - c) Tax Identification Number, National Register of Economic Units and/or National Court Register number,
 - d) phone number and/or e-mail address,
 - e) the **product catalogue number selected from the Seller's offer or the exact name and type/model** (in the case of devices or machines),
 - f) the **quantity** of the ordered goods and **the date and place of delivery**, agreed with the Seller,
 - g) **payment terms and form.**
4. When placing the first order, the Buyer shall present a photocopy of the document confirming its right to conduct business, and in the case of an entity acting for the benefit of the Buyer, this person is obliged to present a document entitling to place orders on behalf of the Buyer. The Buyer is obliged to inform the Seller of any change in the entity authorized to act on its behalf and for its benefit.

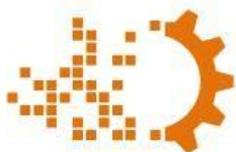


KRS 0000625601 / **NIP** 9721265012 / **REGON** 364860048
Santander Bank Polska S.A: SWIFT CODE: WBKPPLPP
Konto EURO: PL 26 1090 1737 0000 0001 3301 1964
Konto PLN: 31 1090 1737 0000 0001 3301 0613

5. The Seller accepts orders on Monday to Friday from 8:00 to 16:00. Orders placed after 14:00 are deemed to have been placed on the next business day.
6. In the event of a discrepancy between the order placed by the Buyer and the Seller's offer, it is binding to confirm the order by the Seller, unless the Buyer cancels the order immediately, but not later than within 24 hours from receiving the order confirmation by the Seller.
7. Cancellation of the order by the Buyer is allowed only in exceptional cases after the conditions for cancellation of the order with the Seller have been agreed in advance and with the consent of the Seller expressed in writing to be null and void. The Seller reserves the right to charge the Buyer with the actual costs incurred until the cancellation – not higher than the value of the order, and not less than 20% of the value of the order.
8. The Buyer is obliged to immediately notify the Seller, in writing or electronically, of any change in the registered office or place of residence and correspondence address and data indicated in the order – otherwise, the correspondence sent to the last known correspondence address or e-mail address will be considered effectively delivered.
9. The Seller and the Buyer exclude the Seller's liability under the warranty for physical defects.

§ 3 Offers, patterns and prices

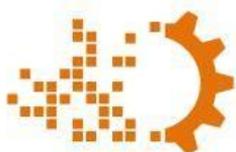
1. Offers, advertisements, catalogues, brochures, price lists and other announcements about the goods offered by the Seller are only informative and do not constitute an offer within the meaning of the Civil Code. The patterns and samples issued or sent by the Seller are of an illustrative or exhibition nature only.
2. The prices included in the sales offers are recommended sales prices without VAT and on EXW terms (INCOTERMS 2010), binding the Parties after individual arrangements. The Parties may agree on other sales prices by separate agreement.



3. The Seller reserves the right to change prices, inter alia, as a result of changes in exchange rates, prices of raw materials, transport, energy, taxes, as well as changes in the price list at the manufacturer.

§ 4 Terms of payment

1. Payment for the goods received is made on the date and amount specified on the VAT invoice previously issued by the Seller.
2. Payment is made in the currency indicated on the invoice, by transfer to the number of one of the bank accounts indicated on the invoice, depending on the type of currency of the selling price. If the basis for determining the sales price is the price expressed in a foreign currency, the conversion rate of this currency is the average sales rate in the National Bank of Poland on the day preceding the day of issuing the invoice.
3. The Buyer becomes the owner of the goods at the time of total payment for the previously ordered goods. If the Buyer fails to make the payment within the deadline, it shall be obliged to immediately return the unpaid goods to the Seller. In addition, the Seller may claim compensation from the Buyer in the amount of losses incurred in this respect.
4. The date of performance of the service by the Buyer is the date of crediting the funds on the Seller's bank account.
5. The Seller has the right to demand prepayment for the goods in whole or in part in order to secure its delivery.
6. In the event of a delay in the payment of the price, the Seller is entitled to interest for the time of delay in commercial transactions, even if the Seller did not suffer any damage and even if the delay was due to circumstances for which the Buyer is not responsible. The Seller is entitled to statutory interest, unless a different amount of interest is specified in the agreement. The obligation to pay interest does not exclude the claim for damages on general terms.
7. In the event of untimely payment or lack of payment, the Seller shall be entitled to claim, in addition to the main receivable and interests for delay, also the reimbursement of court costs, legal representation and costs related to the collection of receivables.
8. The Buyer does not have the right to submit a statement of deduction of receivables to the Seller.



9. The Buyer may not make any compensation, assignment and any trading of claims that may arise and will be due to the Seller without its written consent to be null and void.
10. The withholding of any payment by the Buyer due to the complaint is inadmissible, unless the complaint has been previously accepted by the Seller, which determined the amount of the retained amount.

§ 5 Terms of delivery

1. The delivery of the goods purchased by the Buyer is carried out on the basis of the order placed by it, confirmed by the Seller. The ordered goods may be delivered to the Buyer by the Seller's own transport, via a courier company, as well as collected in person at the Seller's registered office at ul. Św. Leonarda 4/U2 in Poznań, after prior agreement on the date of receipt.
2. If the receipt of the goods from the Seller's registered office is made by a person authorized by the Buyer, the Buyer shall have a written authorization to receive the goods and the invoice, unless the receipt is made by the owner of the company or a person entered in the National Court Register, as authorized to represent the Buyer.
3. Deliveries of goods are carried out by the Seller via a courier or carrier, in accordance with the delivery conditions contained in the sales offer.
4. If the Buyer orders the delivery of the ordered goods at its own expense to a carrier other than the one selected by the Seller, the Buyer is obliged to ensure the transport of the ordered goods in accordance with the attached safety data sheet of the goods, including MSDS standards.
5. The delivery date shall be deemed to be the moment when the goods are delivered to the Buyer by transport of the Seller, or, if the delivery is to take place through a carrier, the delivery date shall be deemed to be the moment when the goods are handed over to the carrier for delivery, regardless of whether the carrier acts on behalf of the Seller or on behalf of the Buyer.
6. The Seller shall be bound by the delivery date only if it confirms it. The Buyer shall collect the goods within the set deadline.

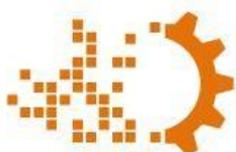


In the absence of confirmation of the deadline, the Seller shall make every effort to prepare the goods for collection considering the interests of the Buyer.

7. The Seller is not responsible for any delay in delivery or inability to deliver the goods resulting (directly or indirectly) from reasons attributable to the manufacturer, in particular: natural disasters, wars, terrorism, accidents, explosions, nuclear accidents, machine and equipment failures, sabotage, strikes or other disruptions in the availability of workforce (independent of the legitimacy of requests), official acts or omissions of state authorities, port congestion, shortages in supplies, equipment, fuel or power supply, significant deficiencies in means of transport or any other reasons that are beyond the control of the Seller and which make the performance of obligations impossible or extremely difficult.
8. If the Seller's inability to perform the service was due to force majeure, the Buyer shall not be entitled to any claim for compensation for damage resulting from non-performance or untimely performance of the agreement.
9. In the event of overdue payments, non-payment of interest for late payment, the Buyer's possession of other overdue liabilities, the execution of subsequent deliveries may be suspended by the Seller until appropriate payments or settlement of other obligations have been made.
10. The Seller may make the performance of a new order placed by the Buyer who is in arrears with payments or pays invoices late, conditional on the full or partial prepayment for the Buyer's new order.
11. The Seller's doubts as to the Buyer's solvency already during the execution of the order authorizes the Seller to cancel the order or make its execution conditional on full or partial prepayment, without any liability for damages towards the Buyer.

§ 6 Rights and obligations of the Buyer

1. Benefits and burdens associated with the goods sold and the risk of accidental loss or damage to the ordered goods shall pass to the Buyer on the delivery date specified above in § 5 (5) of the GTS.

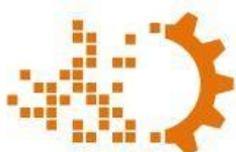


2. The Buyer is obliged to read the recommendations of the manufacturer of the ordered goods, equipment, machine, specified in the safety data sheet, available on the manufacturer's website or at the request of the Buyer made available by the Seller. The Buyer's violation of the provisions contained in this point releases the Seller's company from any liability.
3. The Buyer is obliged to carefully examine the completeness of the shipment directly upon receipt and determine any shortcomings or damage to the goods arising during transport and report them immediately, not later than within 5 days, to the Seller. Failure to report the lack of or damage to the goods within the period specified in the preceding sentence shall be considered as delivery of the goods without damage or deficiencies. If the transport is provided without the Seller's involvement, the Buyer shall require the carrier to make an annotation on the bill of lading about the damage or request the preparation of a protocol at the time of receipt, otherwise the Buyer shall lose claims for damages against the carrier.

§ 7 Guarantee and complaint

1. Any complaints shall be immediately reported to the Seller by e-mail or phone, describing the problem or defect. It is required to draw up a complaint report or submit a notification using the form [available on the website www.emplast.pl in the Contact tab](http://www.emplast.pl).
2. The complaint protocol shall contain: the name of the claimed goods, the catalogue number (if any), the number of claimed copies, as well as a photocopy/scan of invoices constituting the basis for the purchase of the claimed goods, possibly the number of the aforementioned invoice, indication of the person to contact regarding the complaint, exact data of the complainant and an accurate description of the defect of the goods and indication of the reasons for the complaint.
3. The Buyer acknowledges that the Seller acts as a distributor of goods, hence only the manufacturer guarantees to the Buyer that the delivered goods meet the criteria specified in its specifications. Any other conditions and guarantees regarding the quality or suitability of the goods for a given purpose are not accepted.

In the event of a complaint about the goods, the Seller's actions shall only involve





EMPLAST

Emplast Spółka z o.o. Spółka komandytowa
ul. Św. Leonarda 4/U2, 60-654 Poznań
tel: +48 61 826 62 58
🌐 www.emplast.pl ✉ info@emplast.pl

the provision of the complaint to the manufacturer. Liability for the sale of goods, including the guarantee, is limited only to

the replacement of the goods with a defect-free one or to return the price paid and does not include other losses as well as lost profits.

4. The Buyer shall inspect the goods immediately after receiving the delivery and shall be entitled to

claim the lack of quantitative goods and mechanical damage to the consignment, provided that:

- a) the Buyer specifies the observed defect on the carrier's documents,
- b) the Buyer provides the Seller with written information about this event, not later than within five working days from the date of delivery.

5. The Buyer shall have the right to claim the quality defects of the received goods within five working days from their detection, not later than on the last day of the warranty period for the claimed goods.

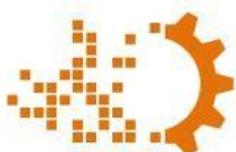
6. If the Buyer claims shortages or defects of the goods, it may not continue to use it if this would lead to a deepening of the defect of the goods.

In particularly justified cases, the Seller may inspect the claimed goods at the Buyer's premises. The Buyer is not entitled to return the claimed goods to the Seller without its written consent. The Buyer,

under no circumstances, is it entitled to return the claimed product to the manufacturer.

7. Any complaints by the Buyer shall not be considered if:

- a. the delivered goods have been stored or used improperly,
- b. the Buyer has not informed the Seller of the damage (alleged defect) in the manner provided for in paragraph 1 and paragraph 2 above and within the period specified in 4 b and 5 above or has not checked the goods within that period,
- c. the Buyer has not complied or has complied improperly or late to its obligations to the Seller, listed in the provisions of these GTS or other agreements linking it with the Seller.



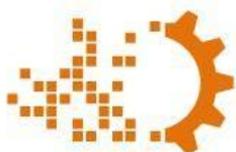
KRS 0000625601 / **NIP** 9721265012 / **REGON** 364860048
Santander Bank Polska S.A: SWIFT CODE: WBKPPLPP
Konto EURO: PL 26 1090 1737 0000 0001 3301 1964
Konto PLN: 31 1090 1737 0000 0001 3301 0613

8. Any recommendations and advice given to the Buyer by the Seller are made in good faith, but do not entail any obligations on the part of the Seller.
9. In each case, the basis for recognizing the complaint by the Seller is to draw up a complaint report in the manner described in § 7 paragraph 2 above or using the complaint form, available on the website www.emplast.pl in the Contact tab, and preparing photo documentation of the claimed defect, immediately after submitting the complaint by the Buyer.
10. The Seller is obliged to recognize the complaint and notify the Buyer about the method of the recognition within 14 days from the date of receipt of the complaint. If the Buyer fails to comply with the complaint obligations, the indicated deadline for examining the complaint will be extended by the date on which the Buyer fulfils the missing complaint obligations. If the recognition of the complaint depends on the decision of the manufacturer of the goods, the time of waiting for the manufacturer's opinion is not included until the complaint is recognised.
11. If the complaint is considered justified, the Seller may, at its discretion, replace the goods with non-defective ones, reduce the price of the claimed goods, remove defects in the goods used or return the equivalent of the price that the Buyer previously paid for the claimed goods. Consideration of the complaint in the manner described above excludes the possibility of the Buyer demanding further compensation.
12. The Seller has the right to withhold from the Buyer with the implementation of its warranty claims until the Buyer settles any outstanding receivables against the Seller.
13. By accepting this complaint procedure, the Buyer waives the right to deduct its claims.

§ 8 Termination of the Agreement

The Seller is entitled to withdraw from the agreement if:

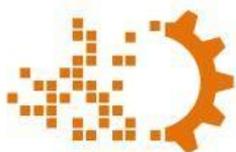
- a) the invoice, or its part is not paid by the Buyer within the deadline, in the event that the payment delay period is at least 24 days,
- b) the Buyer does not comply with the recommendations of the Seller or the manufacturer,



- c) the Buyer improperly performs any other obligations to the Seller, resulting from the agreements linking him with the Seller and from the terms and conditions set out in these GTS,
- d) an application for the Buyer's bankruptcy or for the opening of an arrangement procedure, or its liquidation or takeover, has been submitted.

§ 9 Final provisions

1. The provisions of the Civil Code shall be applied in cases not covered by these GTS, and the legal relations between the Seller and the Buyer shall be governed by the law of the Republic of Poland.
2. In the event of a discrepancy between the content of the sales agreements and the GTS, the provisions of the agreement shall apply first.
3. By accepting the GTS, the Buyer agrees to the processing of its personal data by the Seller and entities acting on its behalf in the country and abroad, in connection with the implementation of sales agreements of goods offered by the Seller.
4. The Buyer may not, without the consent of the Seller, transfer knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by trade secrets. Trade secret covers all information that the Buyer obtains about the Seller's company and its assortment during the performance of the agreement.
5. In the event of invalidity of certain provisions of the GTS due to the introduction of different statutory regulations, the remaining provisions shall not lose their validity.
6. With the exception of orders, all statements, notices and notifications of the Seller and the Buyer related to the execution of orders must be made only in writing or by e-mail. Subject to the foregoing, notices, declarations and notifications made in any other form shall not be binding.
7. The Buyer is obliged to immediately notify the Seller in writing of any change in its registered office or place of residence and address for the delivery of correspondence. Failure to notify means that deliveries made to the addresses indicated in the order or in signed partnership agreements or other commercial agreements are considered effective.
8. Any amendments to the sales agreement and the provisions of the GTS shall be made in





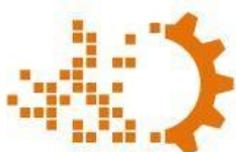
Emplast Spółka z o.o. Spółka komandytowa
ul. Św. Leonarda 4/U2, 60-654 Poznań
tel: +48 61 826 62 58
🌐 www.emplast.pl ✉ info@emplast.pl

writing to be null and void.

9. The Seller and the Buyer shall endeavour to settle amicably any disputes arising in connection with the performance of the contracts covered by these terms and conditions.

In the event of the impossibility of an amicable settlement of the matter, the court competent for the place of the Seller's registered office shall be competent to settle the dispute.

10. The GTS shall enter into force on May 21, 2021.



KRS 0000625601 / **NIP** 9721265012 / **REGON** 364860048
Santander Bank Polska S.A: SWIFT CODE: WBKPPLPP
Konto EURO: PL 26 1090 1737 0000 0001 3301 1964
Konto PLN: 31 1090 1737 0000 0001 3301 0613