



GENERAL TERMS AND CONDITIONS OF SALE

This document (hereinafter referred to as the GTCS) defines the general terms and conditions of sale in PREVAC sp. z o.o. (hereinafter referred to as PREVAC) constituting an integral part of offers, contracts and Order confirmations and binds both Parties, unless the Parties agree otherwise in writing. Placing an Order is tantamount to acceptance of the GTCS.

1. General provisions:

- 1.1. These GTCS apply to all products and services sale contracts concluded by PREVAC as a seller.
- 1.2. The definitions used in the further part of these GTCS specify:
PREVAC – PREVAC sp. z o. o. based at ul. Raciborska 61 in Rogów (44-362), Poland, number in the National Court Register: 0000130401; NIP no.: 6471782175;
Buyer – a domestic or foreign contractor with whom PREVAC has business relations resulting from concluding a sales contract or placing an order for products from the PREVAC offer;
Parties – Buyer and PREVAC;
Order – a statement addressed to PREVAC and provided by the Buyer that includes a will to buy and the necessary information to implement the sale, i.e. a sale offer number, type of Product, quantity, price, etc.;
Product / Products – products and services which constitute a subject of PREVAC's statutory business activity and which are covered by the warranty in the above extent;
GTCS – the general terms and conditions of sale in PREVAC sp. z o.o. based in Rogów.
- 1.3. These GTCS are a complete and only (alongside the offer, Order and sales contract) contractual regulation which binds the Parties in terms of the sale of Products. Thus, the Parties exclude the use of any other contractual provisions, including contract templates. Any other regulations applied by the Buyer are not applicable.
- 1.4. Departure from GTCS may only be introduced with PREVAC's consent that must be in writing under pain of nullity.

2. Information about the Product

- 2.1. Announcements, advertisements and catalogs which relate to Products offered by PREVAC are for information purposes only.
- 2.2. Only the technical parameters confirmed by the PREVAC Sale Offer are binding for the Parties.
- 2.3. Technical parameters are considered to be met when they are demonstrated in factory tests. PREVAC decides on the types and scope of factory tests. Factory tests are carried out on randomly selected Products (and not on all copies of the Product) and are performed on PREVAC's devices (in a test environment prepared by PREVAC). Upon the Buyer's request, PREVAC shall provide the Buyer with a factory test card. If the Parties agree to perform tests at the installation site, and the technical parameters are not shown at the installation site, this shall not hinder from the acceptance of the Product, and thus PREVAC shall not bear responsibility for it.
- 2.4. Any technical parameters that are particularly relevant for the Buyer shall be verified by PREVAC only at the Buyer's written request, which requires PREVAC's approval.
- 2.5. Tests that are not covered by the Order as basic tests, will be carried out for an additional fee based on an individual valuation.

3. Placing an order

- 3.1. An order is binding for PREVAC only if it is submitted in writing, by fax or e-mail. The order should specify:
 - Buyer's details,
 - sale offer referral in case of an order placed according to PREVAC's Sale Offer (quoting the number of PREVAC's Sale Offer),
 - description of the Subject of the Order (quantity, name or other details enabling clear identification of the ordered products),
 - the correct address where the ordered products are to be delivered.
- 3.2. The order is considered accepted for implementation upon written confirmation of the Order by PREVAC.
- 3.3. PREVAC reserves the right to make changes to the confirmation of the Order in terms of: the Order completion date, terms of payment. The buyer has 7 days to accept or refuse to accept the changes. If the Buyer accepts the changes or does not respond to the changes within 7 days, the Order confirmation including the changes made by PREVAC shall be binding. If the Buyer refuses to accept the changes, it is necessary for both Parties to agree on the binding content of the contract.

- 3.4. All agreements, assurances, pledges and warranties submitted orally by PREVAC's employees and related to the implementation of the Order, require written confirmation by persons authorized to represent PREVAC.

4. Order implementation

- 4.1. The Parties are obliged to cooperate during the implementation of the Order.
- 4.2. The Buyer is obliged in writing to provide PREVAC with all information necessary to implement the Order, in particular to design and manufacture the Product. PREVAC shall not bear responsibility for the consequences of the implementation of the Order in accordance with the incorrect, incomplete or delayed information provided by the Buyer related to the implementation of the Order.
- 4.3. PREVAC allows the use of the Buyer's subassemblies in the implemented Orders. PREVAC shall confirm in writing the possibility of using the Buyer's subassemblies in the implemented Orders. The Buyer is obliged to provide a completed, signed and stamped Declaration of Contamination for each subassembly. The Declaration of Contamination template is available at PREVAC's head office and on the website: www.prevac.pl. PREVAC will carry out an expertise of the received subassemblies.
In case of any objections to the condition, quality or parameters of the Buyer's subassembly, PREVAC shall notify the Buyer in writing about this fact. PREVAC shall be liable for the efficiency of the Buyer's subassemblies only within the parameters verified during the expertise.
- 4.4. PREVAC allows to make changes in implemented Orders. A change proposal should be submitted in writing by fax or e-mail and should contain a detailed description of the proposed change. PREVAC shall notify the Buyer whether and how the change may be introduced and how the change will affect the price, completion date and other terms of the Order implementation. The change is considered binding if it is confirmed in writing by both Parties.
- 4.5. The completion date of the Order shall be extended by the duration of the impediment caused by circumstances for which PREVAC is not responsible, e.g. delayed delivery by PREVAC's suppliers, force majeure events, unpredictable disruptions in PREVAC's operation (e.g. transport and customs delays, transport damages, road blockades, traffic restrictions in lorry transport, electricity shortages, widespread shortages of materials and raw materials, etc.).
- 4.6. The Party that will refer to the circumstances listed in point 4.5 is obliged to immediately notify the other Party in writing of the occurrence and cessation of the circumstances.

5. Prices

- 5.1. The parties accept the price specified in the PREVAC Sale Offer as binding. The price provided in the PREVAC Sale Offer includes the implementation of the Product under the conditions specified in the PREVAC Sale Offer. In case of changes introduced at the Order stage, the Parties shall accept as binding the commercial terms and conditions, including prices, specified in PREVAC's Order confirmation.
- 5.2. The prices quoted by PREVAC are net prices and will be increased by tax on goods and services at the applicable rates.
- 5.3. PREVAC reserves the right to change the value of the Order in the event of changes in the amount of VAT, customs duties, etc. or the introduction of other forms of taxation implemented during the execution of the Order.
- 5.4. PREVAC reserves the right to change the value of the Order in the event of changes made to the implemented Order.

6. Terms of payment

- 6.1. PREVAC declares to be an active VAT taxpayer registered under the NIP number 647-17-82-175 and the EU VAT number: PL 6471782175 assigned for the purposes of intra-Community transactions.
- 6.2. The Buyer undertakes to provide PREVAC with the details necessary to issue a VAT invoice in accordance with applicable law at the time of placing the Order at the latest.



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- 6.3. Partial shipment entitles PREVAC to issue an invoice for a partial performance of the Order.
- 6.4. The Product remains the property of PREVAC until full payment for the Order implementation has been made.
- 6.5. Payments must be made within 14 days from the issuing date of the invoice, unless otherwise specified in the Order confirmation.
- 6.6. The payment is considered made when the full amount is booked at PREVAC's bank account.
- 6.7. Submitting a complaint by the Buyer does not entitle them to withhold the payment for the completed delivery.
- 6.8. Failure to make the payment within the time limit specified in the Order confirmation will result in the beginning of the debt collection process.
- 6.9. If the Buyer delays the payment, PREVAC may depend the future deliveries on the payment being made or on the Buyer providing security for the amount due.
- 6.10. In the event of a delay in payment, the Buyer shall pay PREVAC statutory interest for each day of delay.

7. Delivery of Products

- 7.1. Deliveries are made in accordance with the INCOTERMS 2020 rules specified in the Order confirmation.
- 7.2. If the Order does not specify the terms of delivery, it will be carried out on the basis of EXW (Ex Works) PREVAC warehouse.
- 7.3. In case of a delay in a collection of the Product by the Buyer, in accordance with the INCOTERMS 2020 rules PREVAC has the right to charge the Buyer with the storage costs for storing the subject of the Order.
- 7.4. If PREVAC declares that the delivery will not be possible (or is likely to be impossible) within the agreed period of time, PREVAC shall notify the Buyer about this fact in writing. The Parties will then agree on a new delivery date.
- 7.5. If the Buyer is not ready to collect the Product, they still have an obligation to pay the amount due under the Order.
- 7.6. The Buyer undertakes to examine carefully the Product at the time of its acceptance in terms of quantity, compliance with the technical specification specified in the contract and in terms of any visible defects.
- 7.7. Signing the document confirming the acceptance of the Product by the Buyer is tantamount to confirming the compliance of the subject of the order with the Order.

8. Installation and acceptance

- 8.1. This point applies only if the PREVAC Order confirmation or the Contract includes delivery with installation and acceptance.
- 8.2. PREVAC shall notify the Buyer in writing (fax, e-mail, etc.) that the Product is ready for installation and acceptance. The notice includes the date of conducting the works, providing the Buyer with sufficient time to prepare the installation site and participate in the acceptance. If the Buyer is not ready for the installation of the Product, they still have an obligation to pay the amount due under the Order.
- 8.3. PREVAC shall provide the Buyer in writing (fax, e-mail, etc.) the information necessary for proper preparation of the installation site.
- 8.4. Together with the Order, the Buyer is obliged to provide PREVAC in writing (fax, e-mail, etc.) with all information regarding hazards and Buyer's own standards on occupational health and safety as well as environmental protection at the place of work.
- 8.5. The Buyer is obliged to provide PREVAC with the equipment for internal transport of the Product at the Buyer's premises free of charge and on the agreed date. At the same time, the Buyer is obliged to ensure that the communication routes to the installation site meet PREVAC's requirements regarding the transport of equipment.
- 8.6. The Buyer will deliver in time all devices and media necessary to install the Product and will provide conditions for its proper installation and operation.
- 8.7. The Buyer is obliged to provide a free of charge storage space for tools, assembly equipment and PREVAC's employees personal belongings, ensuring proper protection against theft, damage and destruction.
- 8.8. The Buyer is obliged to allow PREVAC to commence the works in accordance with the agreed plan. The work may be carried out by PREVAC outside the Buyer's working hours if necessary, provided that the Buyer has been informed about this far in advance.

- 8.9. PREVAC is not obliged to provide executive drawings of the subject of the Order or executive drawings of spare parts.
- 8.10. The product is considered accepted when the acceptance tests have been carried out and completed with a positive result. Insignificant deviations that do not affect the functioning of the Product cannot be the reason for refusing acceptance.
- 8.11. The Buyer is not entitled to use the Product prior the acceptance without PREVAC's written consent. After the delivery of the Product, it will be blocked to prevent the Buyer from using it. At the Buyer's request, PREVAC may agree for the Product to be used before its acceptance, but then the Buyer bears full responsibility for the Product (including theft, damage and destruction).
- 8.12. The order is considered completed at the time of the formal acceptance.

9. Cancelling the order

- 9.1. The order or its part may be cancelled by the Buyer only after obtaining the written consent of PREVAC. PREVAC reserves the right to charge contractual penalties in accordance with point 13.
- 9.2. In case of cancellation of the entire Order or its part, the Buyer is obliged to cover the costs incurred by PREVAC and its subcontractors, in particular to cover the costs of services made and products manufactured during the implementation of the Order.

10. Withdrawal from the implementation of the Order

- 10.1. PREVAC has the right to withdraw from the implementation of the Order with immediate effect by submitting a written statement (fax, e-mail, etc.) to the Buyer within 30 days from the date of fulfillment of the conditions for withdrawal when the Buyer significantly violates its obligations resulting from the implementation of the Order. A significant violation is committed when the Buyer, among other things:
 - a) does not cooperate sufficiently in terms of providing the information necessary to implement the Order,
 - b) fails to meet payments on time,
 - c) all or part of the Buyer's assets are subject to compulsory administration,
 - d) the Buyer undergoes liquidation proceedings.

11. Warranty and service

- 11.1. Warranty services are provided in accordance with the General Warranty Terms and Conditions that can be found at the PREVAC's head office or on the website: www.prevac.pl.
- 11.2. Paid service repairs are carried out in accordance with the General Trading Terms and Conditions that refer to PREVAC sp. z o.o.'s repair service based in Rogów. The General Trading Terms and Conditions can be found at the PREVAC's head office or on the website: www.prevac.pl.

12. Confidentiality of Information

- 12.1. Any information described by PREVAC as confidential, as well as any information to which the Buyer has access to in terms of cooperation with PREVAC, which may be considered confidential due to their nature, in particular technical, trading, financial and cost information cannot be transferred to third parties, published or disclosed in any other way without PREVAC's written consent.
- 12.2. The Buyer has the right to disclose specific information to its subcontractors, representatives or other persons and entities only upon receipt of PREVAC's written consent. The Buyer will then reserve the confidentiality of the information by obliging the entity to which the information will be transferred to keep it confidential and to properly secure the information. The reservation should be made in writing.
- 12.3. All research papers, plans and documents that the Buyer has received in connection with the offer or Order are confidential. The Buyer may use them only for his own needs, he may not make them available to third parties and is obliged to protect them against access by third parties.
- 12.4. If the Order is not submitted, all research papers, plans and documents provided to the Buyer must be immediately returned to PREVAC together with all copies, not later than within 7 days from the date of submitting the demand by PREVAC.



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- 12.5. The obligation to keep the information confidential remains indefinitely in force after the completion of the Order and may be revoked only with the written consent of PREVAC under pain of nullity.
- 12.6. Publicly available information obtained lawfully from third parties and self-developed information is not subject to the confidentiality obligation.

13. Contractual penalties

- 13.1. In case of the Buyer's withdrawal from the Order implementation for reasons for which the Buyer is responsible, PREVAC has the right to charge contractual penalties in the amount of 10% of the gross remuneration and the Buyer is obliged to pay them.
- 13.2. In the event of delay in payment for the invoice, the Buyer shall pay PREVAC statutory interest.
- 13.3. Under no circumstances PREVAC shall be liable for any loss of profits, loss of contacts, increase in costs, loss of revenue, loss of use, loss of data or for any possible or indirect damage occurring at the Buyer. PREVAC is also excluded from liability for any claims other than those clearly stated in these GTCS, in particular:
- destructions resulting from damages, with the exception of those resulting from improper performance by PREVAC,
 - statutory provisions regarding liability for body injury, damage to personal possessions,
 - failure to meet the set, declared and clearly specified technical parameters for reasons beyond PREVAC's control,
 - statutory warranty claims are limited to replacement or repair of the subject of the Order.

14. Final Provisions

- 14.1. All oral arrangements between the Parties are binding only upon confirmation by the Parties in writing under pain of nullity or in the manner specified in these GTCS.
- 14.2. According to Art. 6 of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, the application of the Convention to the legal relationship between the Parties is excluded.
- 14.3. The Order will be interpreted and performed in accordance with the law of the Republic of Poland. The law of the Republic of Poland shall also apply to all relations between PREVAC and the Buyer related to the conclusion of Product sale contracts.
- 14.4. In matters not covered by these GTCS or a separate agreement between the Parties, the relevant regulations of the Civil Code shall apply.
- 14.5. Any disputes or claims related to the Order or a sale contract which could not be settled amicably, will be settled by a Polish general court (jurisdiction of the court in Poland) competent for the seat of PREVAC.
- 14.6. If particular provisions of these GTCS turn out to be invalid or ineffective, this will not affect the validity and the effectiveness of other provisions. In such a case, the Parties undertake to adopt such provisions that will reflect the previous provisions in an effective manner.
- 14.7. All Buyers are bound by these GTCS, unless an individual contract states otherwise.
- 14.8. PREVAC reserves the right to amend these GTCS. The change in the GTCS will not affect the Orders placed before such change, which are carried out on the existing terms.
- 14.9. Taking into consideration international communication, these GTCS have been drawn up in two languages - Polish and English, while the document appropriate in the event of language discrepancies or for resolving disputes is the Polish version only.
- 14.10. These GTCS were implemented on 10.01.2023.