

General Contractual Terms and Conditions for the Sale of Goods and Services and Execution of Deliveries by MMR Group Sp. z o.o. in force as of 06.04.2022 r.

DEFINITIONS

Further herein, the terms and phrases mentioned below shall have the following meaning:

Price – price set out in the Agreement, less value added tax, payable by the Buyer to MMR Group Sp. z o.o. for the performance of the Agreement;

Place of Delivery – a place specified by the Buyer where MMR Group Sp. z o.o. is to deliver Products;

Buyer – a Party to the Agreement with MMR Group Sp. z o.o., purchasing the Product within the framework of its business activity;

Warranty Period – a period during which the quality assurance for the Product is in effect;

Delivery Acceptance Certificate – confirmation that the product has been delivered to the Place of Delivery, made in writing by the Buyer or a representative of the freight forwarding/transport company;

Technical Specification – a description of performance parameters, a technical and functional description including drawings, a detailed description of the Product and a description of terms and conditions for their performance as set out in the Agreement or in the Order;

Product – a product, good, service or device to be delivered by MMR Group Sp. z o.o. under the Agreement;

Parties, Party – an entity (entities) entering into the Agreement;

Agreement – an agreement along with all of its annexes, concluded by MMR Group Sp. z o.o with the Buyer, the subject-matter of which is the delivery of the Product to the Buyer;

Terms and Conditions – these General Contractual Terms and Conditions for the Sale of Goods and Services and Execution of Deliveries by MMR Group Sp. z o.o.;

Order - a document containing the statement of intent to enter into the Agreement, submitted to MMR Group Sp. z o.o. by the Buyer.

1. GENERAL PROVISIONS

- 1.1.These Terms and Conditions regulate the principles pursuant to which MMR Group Sp. z o.o. performs Agreements.
- 1.2.These Terms and Conditions form an integral part of the Agreements concluded with Buyers.
- 1.3.Terms and Conditions may also apply to Agreements concluded with consumers, provided that generally applicable provisions of law do not stipulate otherwise.
- 1.4.Terms and Conditions are deemed accepted by the Buyer with effect mentioned in clause 1.2 upon execution of the Agreement containing a reference to these Terms and Conditions by the Buyer, and where such agreement has not been made in writing – upon the submission of the Order for Products or Services offered by MMR Group Sp. z o.o. by the Buyer or the payment of a deposit towards that Order, whichever occurs first.
- 1.5.MMR Group Sp. z o.o. reserves the right to amend these Terms and Conditions at any time, with the stipulation that such amendment shall not apply to Agreements concluded prior to its introduction.
- 1.6.The basis for the Agreement to enter into force are Orders submitted by the Buyer and accepted by MMR Group Sp. z o.o. upon the agreement of detailed terms and conditions of delivery.
- 1.7.The type of Products being the subject-matter of the Agreement, time limits and volume of delivery as well as other parameters necessary to perform the Order shall be determined by the Parties during the term of the Agreement in such a way that the Buyer shall submit the Order by electronic mail or in paper form to the current address of the registered office of MMR Group Sp. z o.o. disclosed in the National Court Register. MMR Group Sp. z o.o. shall confirm acceptance of the Order within 2 business days as of its receipt at the latest. The Order confirmation shall contain the order number and delivery date. Failure to confirm the Order shall be construed as refusal to accept it for performance.
- 1.8.The Parties shall consider the Order submission date to be the date on which MMR Group Sp. z o.o. receives the Order in a way that enables it to read its contents.
- 1.9.If the Order is divisible, it may be performed successively according to the order of release of Products specified in the Order.

2. PERFORMANCE OF THE AGREEMENT

- 2.1.The property right to the Product delivered under the Agreement shall be transferred to the Buyer upon MMR Group Sp. z o.o. paying the full price for the Product delivered under the Agreement, without any deductions. As of the acceptance of delivery, the Buyer shall store the Product and be responsible and liable for it as a keeper. The risk of loss of or damage to the Product shall be transferred to the Buyer upon drawing up the Delivery Acceptance Certificate.
- 2.2.In the event of default on full payment for the Product delivered under the Agreement that exceeds 30 days, MMR Group Sp. z o.o. reserves the right to physically reclaim the Product from the Buyer, to which the Buyer irrevocably agrees. The Product reclamation shall not be construed as withdrawal by MMR Group Sp. z o.o. from the Agreement concluded with the Buyer, unless MMR Group Sp. z o.o. submits an express statement on withdrawal from the Agreement. This right may be combined with a claim for the Buyer to pay MMR Group Sp. z o.o. appropriate compensation for the deterioration of the product or the loss of its value due to any other reason or due to the use of items.
- 2.3.If the delivered Product constituting the property of MMR Group Sp. z o.o. is combined with any other devices, components or parts, MMR Group Sp. z o.o. shall have an interest in the ownership title to devices or components created in this way, in proportion equal to the value of the delivered Product as specified under the Agreement to the value of devices, components or parts to which the Product was attached or with which it was combined. The Buyer undertakes to inform third parties that may have a legal interest in having this information of this interest in ownership title.
- 2.4.If the Product cannot be delivered by MMR Group Sp. z o.o. within the time limit set out in the Agreement or the Order and the delay results from circumstances which are beyond the control of MMR Group Sp. z o.o. (e.g. delay by a vendor or sub-vendor of materials or raw materials key to perform the Agreement), such state of affairs shall not be construed as delay, which in consequence excludes the Buyer from charging a contractual penalty and seeking claims for damages arising due to non-performance or improper performance of the obligation. In such case, MMR Group sp. z o.o. shall set a new time limit for the performance of the agreement.
- 2.5. If the Buyer does not accept an ordered Product despite the (reported) readiness of MMR Group sp. z o.o. to perform the delivery, except for circumstances related to events of force majeure, the non-accepted Product shall be delivered to the warehouse of MMR Group sp. z o.o. and stored there at the expense of the Buyer. Notwithstanding the above, the Buyer shall be charged a contractual penalty in the amount of 0.1% of the Product value per each day of its storage.
- 2.6.The method of physical delivery of the Products may be determined by a separate Annex indicated in the Agreement, and in the absence of such provisions, the delivery of the Products takes place at the expense and account of the Buyer, but at the risk of MMR Group Sp. z o.o. Delivery risks cease as soon as indicated in point 2.1. The Buyer is obliged to check the Product for the completeness of the Order within 7 calendar days from the physical receipt of the Products. After the expiry of the above deadline, MMR Group Sp. z o.o. will be entitled to reject the allegation of improper execution of the Order. 2.7.Without the necessity of obtaining prior written consent of the Buyer, MMR Group sp.z o.o. is entitled to order the performance of all or part of the Agreement to third parties (subcontractors). Except when the subcontractor commits a tort or acts in bad faith, MMR Group sp. z o.o. shall be responsible for the conduct or negligence of entities, with whose assistance it fulfils its obligation or to whom it entrusts the performance of the obligation, as if they were its own conduct or negligence.
- 2.8 The transfer of ownership of the Product to the Buyer as referred to in clause 2.1, does not give rise to tax liability and revenue under the tax law, in particular, when the provisions of the tax law link the moment when tax liability or revenue arises with the issuance of goods or the performance of services, the issuance of an invoice, or with the payment made before the goods are issued and the invoice is issued.
- 2.9 The terms of the Agreement may be subject to change without the prior consent of the Buyer – by way of a unilateral statement – from MMR Group sp.z o.o. addressed to the Buyer, in particular in the event of a change in the VAT rate, in the amount of the minimum remuneration for work, in the regulations related to social or health insurance, or in the amount of the social or health insurance premium rate, or due to the occurrence of market circumstances beyond the responsibility of MMR Group sp.z o.o. (changes in the prices of raw materials, changes in the price lists of sub-suppliers of goods and services, pandemic situation, etc.) – should such changes have an impact on the costs of the contract. MMR Group sp. z o.o. also reserves the right to change the date of delivery or service if it becomes apparent that an insurmountable condition or a situation leading to a gross loss on the part of MMR Group Sp. z o.o. where its sub-suppliers declare that they will not deliver raw materials, components or other parts essential for the performance of the order, and the cause is not on the side of MMR Group Sp. z o.o. (pandemic, strikes, sudden

increase in prices of raw materials, freight, insurance, etc.). The amendment to the Agreement shall come into force on the date of submission by MMR Group sp.z o.o. the above statement to the Recipient's address indicated in the recitals of the Agreement or to another address as stipulated herein.

- 2.10. Due to the imposition of martial law in the territory of Ukraine, on February 24, 2022, and due to the resulting disruption of the supply chain and of the timely fulfilment of obligations of contractors with whom MMR Group Sp. z o.o. has been cooperating in order to perform the Agreement, MMR Group Sp. z o.o. is entitled, in particular, to submit a unilateral declaration of will forming the Agreement in the manner indicated in point 1 – including the withdrawal from the Agreement, without incurring any liability (contractual penalties, in particular) hereof. Such entitlement is valid for the entire term of the Agreement.
- 2.11 The above terms do not exclude the possibility of MMR Group Sp. z o.o. filing a claim against the Buyer pursuant to Art. 3571 of the Civil Code (*rebus sic stantibus* clause).

3. TERMS OF PAYMENT

- 3.1.MMR Group sp. z o.o. shall issue an invoice for the total remuneration due under the Agreement plus VAT due. Invoices shall be payable within 14 days as of their issue date, to the bank account of MMR Group sp. z o.o. specified on the invoice, unless the Parties agree on a different time limit in the Agreement or the Order.
- 3.2. VAT invoices will be issued each time in compliance with the deadlines set forth in the Law on Value Added Tax.
- 3.3.In the event of late payment of an invoice, the Buyer shall pay MMR Group sp. z o.o. statutory interest for late payment in commercial transactions.
- 3.4.MMR Group Sp. z o.o. represents that it is a registered VAT payer holding tax identification number (NIP) 5841016120.
- 3.5.Where the Agreement specifies prices in EUR and the payment of net value is made in EUR and VAT in PLN, conversion to PLN is made according to the average foreign currency exchange rate published by the National Bank of Poland on the last business day preceding the day on which tax liability arises, i.e. the day on which the Product or service is delivered or the day on which payment for the delivery of the Product or service is received, either in part or in full.
- 3.6.Where an invoice is issued before the tax liability arises, conversions to PLN shall be made according to the average foreign currency exchange rate published by the National Bank of Poland on the last business day preceding the invoice issue date.
- 3.7.During the term of these General Terms and Conditions for Sale, the total value of amounts owed to MMR Group Sp. z o.o., payable by the Buyer on the Order submission date, cannot exceed the amount agreed by the Parties under a separate agreement (debt limit). Where the Order would result in the possibility of exceeding the debt limit, MMR Group Sp. z o.o. shall have the right to refuse to accept the Order or demand security for that Order or its prepayment. An Order that exceeds the agreed debt limit amount may also be accepted upon prior payment of existing amounts due (including amounts not yet outstanding) up to the amount which does not exceed the debt limit. If the Buyer is late with a payment for more than 14 days or late with two consecutive payments for more than 7 days, the Buyer is no longer able to use the debt limit.
- 3.8.The Parties agree that where payment of amounts due to MMR Group Sp. z o.o. for performed delivery accepted by the Buyer is late for more than 7 days, MMR Group Sp. z o.o. shall have the right to suspend all deliveries of Goods under Orders submitted by the Buyer until such time as all outstanding amounts are settled in full. The period during which MMR Group Sp. z o.o. suspends the performance of its obligations shall not be construed as a period of delay or late performance and the Buyer waives any claims against MMR Group Sp. z o.o. in relation to that period – especially claims for contractual penalties and compensation that could be sought in court.

4. QUALITY ASSURANCE

- 4.1.MMR Group Sp. z o.o. assures the Buyer that Products delivered under the Agreement shall be compliant with their Technical Specification. MMR Group Sp. z o.o. shall ensure the transfer of Product warranty granted to MMR Group Sp. z o.o. by the Product manufacturer onto the Buyer. MMR Group Sp. z o.o. shall not grant the Buyer an additional warranty as to the performance of the Product, its design quality nor materials from which the Product is made, except for the warranty granted for the scope of services provided by MMR Group Sp. z o.o. and the part of the Product manufactured by MMR Group Sp. z o.o.
- 4.2.MMR Group Sp. z o.o. assures that it will remove defects related to the inadequate quality of services performed in regard to Products, at its own expense, in the Warranty Period. 4.3.The Warranty Period for the Product each time corresponds to the period indicated in the warranty granted by the Product manufacturer.
- 4.4.Upon becoming aware of any irregularity covered by a warranty claim (in the case of warranty granted by MMR Group Sp. z o.o.), the Buyer shall without delay notify MMR Group Sp. z o.o. of this fact and provide defective Products or a defective part of the Product to MMR Group Sp. z o.o. at its own expense.
- 4.5.If MMR Group Sp. z o.o. satisfies the warranty claim by replacing the Product or a part thereof with a new Product or a part thereof, the replaced Product or part thereof shall be the property of MMR Group Sp. z o.o.
- 4.6.MMR Group Sp. z o.o. shall undertake activities related to its warranty obligations within 2 business days as of the receipt of a warranty claim at the latest. Warranty claims shall be handled within time limits justified by circumstances on a case-by-case basis.
- 4.7.The provisions of Articles 556 to 576 of the Act – Civil Code (warranty for defects) do not apply in relations between MMR Group Sp. z o.o. and the Buyer.
- 4.8.The obligations of MMR Group Sp. z o.o. under the warranty shall expire, if: (i) the Product is used contrary to its intended use or Technical Specification or (ii) the Buyer or third parties make any repairs or modifications to the Product, or (iii) the Product is used in a negligent way, in a way that exposes it to excessive loads or in conditions noncompliant with the Technical Specification.
- 4.9.In connection with works being carried out to modify offered Products, MMR Group Sp. z o.o. has the right to replace a part of the Product, if the relevant part of the Product is no longer manufactured or has been replaced with another part that is commonly offered by MMR Group Sp. z o.o. to its clients, or it is no longer available, provided that MMR Group Sp. z o.o. guarantees that it is replaced with an appropriate product or part thereof, with at least equivalent functions and compatibility with the rest of the Product, and with the stipulation that in such case MMR Group Sp. z o.o. shall notify the Buyer in writing about such replacement.
- 4.10 MMR Group Sp. z o.o. is liable only for the normal consequences of the action or omission that resulted in the damage.
- 4.11. In the case of damage that is the consequence of action or omission of MMR Group Sp. z o.o., compensation for the damage shall include only the loss that the Buyer has suffered (*dammum emergens*) excluding compensation for any form of loss of benefits that the Buyer could have achieved if the damage had not been caused to him.
- 4.12. The Buyer acknowledges that the scope of *dammum emergens* excludes any compensation or other form of contractual penalty that he was forced to pay to third parties (business partners and customers) in connection with the occurrence of circumstances referred to in 4.11.
- 4.13 The Buyer waives the right to claim additional compensation if MMR Group Sp. z o.o. has paid the Buyer a contractual penalty, regardless of its amount and reason.
- 4.14. In each case in which MMR Group Sp. z o.o. will be obliged to pay contractual penalty or compensation, their total amount will not exceed 20% of the net value of the Agreement. The right to claim damages and contractual penalties in a higher amount is excluded.
- 4.15. The responsibility for the implementation of the Agreement by MMR Group Sp. z o.o. is based on wilful misconduct with the exception of gross negligence.
- 4.16. MMR Group Sp. z o.o. informs that in each case of concluding a Product Liability Insurance Agreement, it will inform the Buyer about this fact.
- 4.17. MMR Group sp. z o.o. is not responsible for damages resulting from improper or negligent installation, storage or transportation of the Product.
- 4.18. MMR Group sp. z o.o. is not responsible for the proper operation of the Product at the place of installation due to lack of comprehensive knowledge of the Buyer on the principles of its operation.
- 4.19. The Buyer is responsible for the full knowledge of the possibility of using the Product.
- 4.20. Any qualitative features of the Product not indicated in the Agreement will be selected by MMR Group Sp. z o.o. in accordance with the state of knowledge and will be considered insignificant for the purpose they are to serve and cannot be treated as the basis for a complaint as to the quality of the Product.

5. FORCE MAJEURE

5.1 Neither party shall be liable for untimely or improper performance of its obligations if the untimely or improper performance of obligations has been caused by force majeure. Force majeure is understood by the Parties as extraordinary events, independent of the will of the Parties, which at the time of concluding the Agreement could not have been foreseen and the occurrence of which could not have been prevented using economically justified measures, i.e. in particular: flood, fire, hurricane, earthquake, state of an epidemic, state of epidemic threat, state of natural disaster, state of emergency, stoppage caused by the introduction of restrictions or measures taken in connection with or to counteract phenomena recognized by the World Health Organization or state administration bodies as a pandemic or epidemic (including COVID-19 , SARS-CoV-2 virus or its mutations). Stoppages caused by disputes between the Recipient and any natural person, group or organization, legal person or other organizational unit, e.g. strikes, pickets, etc. are not considered force majeure.

5.2 The Party is obliged to immediately notify the other Party about the occurrence, expected duration, proposed course of action and the cessation of force majeure.

5.3 Immediately after the cessation of force majeure, the Parties shall agree on new terms and conditions for the performance of the Agreement, taking into account, in particular, an appropriate postponement of the performance date. In the event that the occurrence of Force Majeure or its consequences last longer than 60 days, MMR Group sp. z o.o. has the right to unilaterally terminate the Agreement with a 2-week notice period. Unless considered null and void, the declaration of termination of the Agreement shall be in writing or in electronic form with a secure

electronic signature, verified with a valid, qualified certificate.

5.4 Neither Party – in particular based on the premises indicated in point 5.3. – shall be entitled to demand any compensation from the other Party for damages caused by force majeure.

6. CONFIDENTIALITY

- 6.1.All information related to the Product and Technical Specification, provided to the Buyer by MMR Group Sp. z o.o. in any form, remain the property of MMR Group Sp. z o.o.
- 6.2.Unless MMR Group Sp. z o.o. stipulates otherwise in writing, this information shall be adequately safeguarded against unauthorised and third party access. In the case of integration works necessary for the Buyer to efficiently use the Product, especially integration of the Product with systems and equipment of vendors other than MMR Group Sp. z o.o., MMR Group Sp. z o.o. shall specify the necessary scope of information that may be provided to a third party for this purpose.
- 6.3.The Buyer shall not reproduce any information (especially the Technical Specification or a part thereof) for purposes other than necessary to use the Products.
- 6.4.Neither of the Parties to this Agreement may, without obtaining consent from the other Party, reproduce, distribute or disclose information regarding the other Party or its interests, finances or actions, including any technical data or data regarding costs and trade secrets, regardless of the source of such information, unless this information is commonly known or should be disclosed to a competent authority or persons acting within the framework of applicable provisions of law.
- 6.5.Any and all information disclosed under this Agreement, either in writing or verbally, shall be considered as confidential, unless it has been expressly marked as non-confidential or non-proprietary information at the moment of its disclosure, or it is clear that this information is not confidential or proprietary due to its nature.
- 6.6.The Party receiving confidential information undertakes to treat it as strictly confidential and not to disclose it, either directly or indirectly, to any other person, company, corporation, association or entity for any purpose whatsoever and not to use or reproduce this information for purposes other than arising from this Agreement.
- 6.7.The Buyer acknowledges that MMR Group Sp. z o.o. is an entity which forms part of an organisation comprised of many legal persons subject to various jurisdictions and that it may prove necessary for MMR Group Sp. z o.o. to provide confidential information to its affiliated companies, but only insofar as necessary for the relevant affiliated company to perform the Agreement concluded with the Buyer. An affiliated company shall also mean entities to which MMR Group Sp. z o.o. submitted a request for quotation concerning the Product.
- 6.8.Confidential information may be disclosed only to representatives, employees, consultants and subcontractors of the receiving Party who have a legitimate interest in access to this information for the purpose for which it was disclosed and who are bound by a non-disclosure obligation towards the receiving Party.
- 6.9.The aforementioned non-disclosure obligation does not apply to information or part thereof which:
 - was known to the receiving Party prior to receiving this information from the other Party;
 - which is or becomes common knowledge without the receiving Party breaching any non-disclosure obligation;
 - was developed and duly documented independently by the receiving Party without using confidential information provided by the disclosing Party;
 - must be disclosed by virtue of law, an order issued by a competent court or other state or public administration authority (in such case the Party which must disclose information shall immediately inform the other Party of this fact prior to its disclosure).

7. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

7.1.The Buyer may transfer rights and obligations arising from the Agreement concluded with MMR Group Sp. z o.o. only in full, to entities linked to the Buyer by equity or organisationally, provided that all financial obligations towards MMR Group Sp. z o.o. have been settled prior to the transfer. The Buyer shall be jointly and severally liable together with the entity to which rights and obligations arising from the Agreement have been transferred.

8. PERSONAL DATA PROTECTION

- 8.1.Each Party is obliged to comply with the applicable provisions of law on the protection of personal data, in particular with the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27th, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of the Directive 95/46/EC (General Data Protection Directive) and is obliged to secure the data referred to above by taking appropriate technical and organizational measures, and bears all responsibility for damage caused in connection with the processing personal data.
- 8.2 MMR Group sp.z o.o. confirms that all personal data provided to the Recipient have been collected in accordance with the law, in a conscientious manner and in compliance with the principles of transparency.
- 8.3 The Recipient confirms that it has fulfilled all obligations towards the persons whose data it provides and towards MMR Group sp. z o.o., which result from the applicable provisions on the protection of personal data.

9. CONTRACTUAL PENALTIES

- 9.1.Regardless of the subsequent annexes to the Agreement, the total value of contractual penalties charged by the Buyer may not exceed 10% of the net value indicated herein.
- 9.2 In no case will the total liability of MMR Group sp.z o.o. for contractual, tort or other claims (damage results in the form of lost profits), resulting from the quality of the Product, sales, delivery, replacement or the use of the Product, or claims related thereto, exceed 10% (ten percent) of the Price paid by the Buyer.
- 9.3 The Purchaser irrevocably agrees to the deduction by MMR Group sp.z o.o. contractual penalties for the amounts due in relation to the Supplier.

9 FINAL PROVISIONS

- 10.1 In the case of discrepancies between provisions laid down in the Terms and Conditions and provisions laid down in the Agreement, these Terms and Conditions shall have priority, unless the application of specific provisions laid down in the Terms and Conditions has been expressly excluded in the Agreement. The clause in the Agreement providing for such exclusion shall prevail over this Article of the Terms and Conditions.
- 10.2 The relevant provisions of Polish law shall apply to the extent not regulated in these Terms or in the Agreement, excluding the conflicting rules regarding the choice of the applicable law.
- 10.3 The United Nations Convention on the International Sale of Goods shall not apply to transactions between the Buyer and MMR Group Sp. z o.o.
- 10.4 Any and all disputes between the Parties arising due to the interpretation or performance of these Terms and Conditions and/or the Agreement must be settled without undue delay by way of negotiations or mediation between the Parties, within 30 (thirty) days as of their commencement.
- 10.5 If negotiations or mediation provided for in the Agreement fail, the Parties shall refer the arisen dispute for settlement to the common court having jurisdiction over the registered office of MMR Group Sp. z o.o.
- 10.6. These Terms and Conditions shall apply to contracts concluded between MMR Group sp.z o.o. and Buyers from 06.04.2022 r. The Terms and Conditions applicable before the above-mentioned date apply to contracts concluded before that date.

Gdynia, 06.04.2022 r