

General Terms and Conditions of Sale

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All business relationships with customers of Guenther Polska Sp. o. o. (hereinafter referred to as: Guenther Polska) are regulated by a set of rules, collected and placed herein, understood as General Terms and Conditions of Sale (hereinafter also referred to as: GTCS), applicable to products and services for industry. This policy applies to all contracts we enter into with our business partners for the current and future supply of goods and/or services or offers made to customers. Conditions other than those set out in this document shall be regarded as binding only if they have been expressly confirmed in writing by Guenther Polska. These General Terms and Conditions of Sale apply only to Customers/Orders/Businesses, i. e. entrepreneurs within the meaning of the Act of 6 March 2018 - Entrepreneurs' Law.

Offers

Offers, advertisements, catalogues, brochures, price lists and other announcements about goods offered by Guenther Polska are for information purposes only and do not constitute an offer within the meaning of the Civil Code. The conditions presented in the offer are valid during the offer validity period. Our offers may be modified and non-binding. A change in the quantity or position in relation to the submitted offer may result in a change in the price and date of delivery of goods or services. The samples are for illustration and exhibition purposes only. Only the prices included in the Confirmation of Order are binding, unless the parties agree otherwise.

Purchase orders

The condition for the conclusion of the sales contract is the submission of the order by the Buyer and confirmation of its execution by Guenther Polska. Orders should be made in writing. Guenther Polska shall not be liable for transmission errors and errors resulting from unclear, ambiguous data placed on an order placed. In the case of orders placed on behalf of a third party, the contracting authority shall be solely responsible for the accuracy of the order and payment of the entire liability for the order placed.

Placing an order by the Buyer means that the Customer has accepted the content of GTCS. If the provisions of GTCS contradict the content of the offer, then the content of the offer shall apply. Any changes or arrangements for one contract (order) shall have no effect and shall not be binding for a subsequent contract (order). Delivery dates specified in the order, unless otherwise agreed in writing by the parties, are not binding and are only an indication of the actual delivery time.

Prices

Prices for services or goods placed on the order are confirmed in writing by Guenther Polska on the order confirmation. If there is a period of more than a week between our offer and the order placement, we reserve the right to make the appropriate price adjustment due to changes in the

price of materials and/or production costs. In case of differences between the prices on the order and the order confirmation, the price on the confirmation shall be binding. Cancellation of an order or its change after 2 working days may result in the calculation of costs in the amount proportional to the workload and consumption of materials taken to make the products. The calculation of costs is carried out by Guenther Polska, the calculated value is presented to the Purchaser.

Prices do not include VAT.

In case the Customer wants to receive a sample or prototype before placing an order and the order for the goods will not be delivered within 10 working days from receiving the sample or prototype, or if the sample or prototype is not returned intact within this period, the Customer will receive an invoice with a fixed price in the amount of the value of the sample/prototype sent to the Customer. Payment for shipping and packing is a separate item on the above invoice.

Realization and acceptance

After delivery of the order confirmation, the Purchaser has the right to change or cancel the order within 2 working days. In case of the lack of response the order is processed according to the data on the confirmation. Delivery dates given in the offer and on the order confirmation are treated as estimated dates.

When using special materials or special components, the delivery date depends on the delivery of these materials by our sub-suppliers. If realization or timely delivery is not possible, the production and delivery deadline will be extended accordingly. We will inform the Purchaser immediately about this fact, including the possibility of delay. If delivery becomes impossible due to the inability to complete the order, the order will be canceled, which shall be immediately notified to the Purchaser. In the event of an extension of the delivery period / order relation by at least 10 working days, the Purchaser shall have the right to cancel the order within 2 working days from the date of receipt of information about the extension of the delivery / completion period. If the order is canceled in the above-mentioned cases, the possibility of pursuing any claims arising from the possible occurrence of damage caused by the cancellation of the order is excluded.

Service delivery

Calibration services for objects are provided by Guenther Polska Laboratory, both at the customer's location and at our facility, within the scope of services outlined in the offer. The calibration service is carried out based on the General Terms and Conditions of Service Delivery, available in the **General-Terms-and-Conditions-of-Service.**

Delivery

Delivery dates which have not been expressly confirmed in writing are not binding. Delivery is pre-determined at the expense and risk of the Purchaser. Guenther Polska shall be entitled to make partial deliveries if the partial delivery to the customer is included in the terms and conditions of the framework order and is in accordance with the delivery schedule, the customer shall not incur any additional expenses or costs. Other partial deliveries are agreed upon individually, we reserve the right to pass on the delivery costs to the purchaser and in special cases to require payment on delivery. Unless otherwise agreed, packaging is included in the invoice in the product price and is treated as a basic cost, and Guenther Polska is not obliged to take back used packaging. At the customer's request, the goods are sent on his behalf and at his expense directly from the production site. Responsibility for the goods shall pass to you when the goods leave our premises and are

handed over to a shipping company, carrier or other third party contracted to carry out the shipment. We are not liable for any damages incurred during transportation. Any such damage must be reported upon receipt to the carrier for compensation from the transport company. The customer or recipient must immediately inspect the goods and report any defects in writing without any delay. The time and manner of reporting damage is specified in the regulations of the transport company. If the Customer does not carry out the proper shipping company's notification of damage to the shipment and/or does not notify of defects, our goods shall be deemed irrevocably accepted and our liability for defects registered subsequently shall be excluded, unless the defects were hidden. Goods shall be delivered to the Purchaser, to the address indicated on the order, through a transport company chosen by Guenther Polska, unless the parties have agreed otherwise.

Payment conditions

Payment for the delivered goods or services is made within the time limit and amount specified on the VAT invoice issued and delivered to the Ordering Party. Unless otherwise agreed in writing, the payment deadline for the purchased goods is counted from the invoice date. Counter-notification transfers are not possible unless there is a valid reason or the counterclaim is undisputed. The payment is made in full in Polish currency (PLN), unless the parties agreed to pay in European currency (EUR) or in another foreign currency.

In case of a delay in payment, the Buyer (or Purchaser) is obliged to pay statutory interest for a delay in commercial transactions in the amount in accordance with applicable regulations. If fulfilment of our claim for payment proves to be risky, we shall only be entitled to ship the goods after prior payment of an advance payment and to demand guarantees or other security for all claims. In the absence of such security, our claims become due immediately. In addition, Guenther Polska reserves the right to suspend all other deliveries until payment guarantees or securities are provided. The suspension of any payment by the Purchaser due to a complaint is inadmissible unless the complaint has been previously acknowledged by Guenther Polska, which has determined the amount involved.

Reservation of property rights

Until full payment of our claims, including any additional obligations, arising from a given contract claim, Guenther Polska reserves the right to retain title to all goods supplied under the contract. For all our business partners who are buyers, this reservation of title shall remain in force until all outstanding claims resulting from the business activity have been paid. The Customer shall be entitled to dispose of any goods subject to reservation of third party property rights on the basis of normal and ordinary business operations. All claims arising from such sales will be transferred to us immediately. At Guenther Polska's request, you will inform your partners in writing about this and provide us with the necessary information about your transactions with these partners.

Responsibility

In all cases where we are liable for damages resulting from contractual or statutory claims, we are only liable in the case of accusations of wilful intent or gross negligence. We are not liable for ordinary negligence on the part of our authorities, legal representatives, employees or other agents, unless the case concerns a breach of contractual obligations. The basic terms and conditions of the contract include the obligation of timely delivery of products free of significant irregularities, advisory, protective and caring duties, which will allow the Customer to use the delivered goods as intended and in accordance with the protection of life and health of the Customer's personnel or protection of significant damage to the facility. Although we are liable for damages, in principle, this

liability is limited to damages that we foresee in the contract as a possible consequence of a breach of contract or should have foreseen in the application of due diligence. Indirect or consequential damage resulting from defects in the goods supplied shall be eligible for compensation only if such damage results from the intended use of the goods supplied. We are not liable for any damage caused by force majeure. The warranty covers materials and production quality, not product life. Goods in direct contact with the medium being measured are subject to natural wear and tear and their working conditions are beyond our control.

Warranty

Each product, whether delivered or received by the Customer, as well as each service must be inspected for defects immediately upon receipt. If the defect is identified at the time of receipt or at a later date, the Guenther Polska must be informed in writing immediately but no later than one week. Complaints submitted later than one week will not be accepted or dealt with, unless the defects found were hidden. In case of a defect in the goods or installation, we are entitled to repair or replace the product. Only in the case of unsuccessful repair or replacement can the Customer demand either a price reduction or cancellation of the contract. A reasonable time frame should be set for carrying out the repair work. Guenther Polska shall not be liable for damage (including personal injury or production losses) caused by improper use or improper protection of the products supplied. The warranty does not cover damage resulting from improper installation or misuse of the product.

The warranty is void if unauthorized persons or third parties attempt to repair or alter the product. The maximum liability is limited to the repair or replacement of the advertised goods or reimbursement of the purchase costs. Guenther Polska reserves the right to check the defects of the goods at the place of installation and operation, otherwise the warranty claim becomes void. All warranty claims expire one year after acceptance of the goods, including hidden defects. Further claims by the Customer, in particular compensation for handling costs, installation and removal costs, as well as damages not related to the subject matter of the contract itself are, if legally permissible, invalid.

If the Customer has received a design, model or prototype of the work released on the basis of the contract, the received design or prototype will be binding. Warranty claims may not exceed the value of the delivered goods. The claim for damages in excess of this value is excluded. If the unit is manufactured on the basis of documentation provided by the Purchaser or from material or components entrusted to it, then the warranty is limited to defects resulting from the non-conformance of the goods with the data provided by the Purchaser. Guenther Polska is not responsible for the functionality, operation, handling, measuring properties, mechanical strength or chemical resistance of the device.

Guenther Polska excludes its liability under the warranty for the goods sold to the maximum extent permitted by law.

The complainant sends the claimed, complained goods at his own expense and provides insurance for this shipment. The product should be as clean and safe as possible in direct contact. Where the goods have been in contact with substances dangerous to human or animal health or life, they must be cleaned before delivery and information on the decontamination carried out must be provided with the goods.

After the expiry of the warranty period, or if the claim is not accepted, Guenther Polska provides post-warranty service for a separate charge.

Cancellation of order, return, exchange of goods

Cancellation of an order, replacement of goods and return of goods are possible only with written consent of Guenther Polska, subject to other provisions of GTCS. Cancellation of the order after 2 working days from the delivery of the order confirmation to the Ordering Party shall result in the calculation of costs incurred by Guenther Polska in an amount proportional to the workload and consumption of materials taken to perform and/or bring the goods and any other costs incurred by Guenther Polska in connection with the order confirmation and commencement of its performance.

Replacement or return of goods delivered as fully operational and in conformity with the order and without any defects shall be subject to an obligation on the part of the Purchaser to pay Guenther Polska a handling fee of 20% of the agreed purchase price.

Copyright

All designs, models or prototypes remain our property even after payment. Guenther Polska remains the owner of the copyright and intellectual property rights to these products. When you manufacture a product in accordance with your specification, you assure us that this specification does not infringe any intellectual property rights of any other third party. Guenther Polska is not obliged to carry out an appropriate investigation in this respect.

Data protection

We point out that personal data obtained in connection with our relationship or in connection with personal data received, whether provided by the Purchaser itself or by third parties, will be processed in accordance with the provisions of the Personal Data Protection Act.

Final provisions

Agreements and their execution by both parties are subject to Polish law. Any disputes arising from the performance of the contract shall be settled by the Court having jurisdiction over the seat of Guenther Polska. Any agreements to modify the General Terms and Conditions of Sale shall only apply if they are confirmed in writing by Guenther Polska. If any part of these General Terms and Conditions of Sale is or becomes invalid, the remaining parts shall be valid.

14.10.2024