



GENERAL TERMS AND CONDITIONS OF SALE **“Limatherm Sensor” Sp. z o.o. with its registered office in Limanowa**

Article 1

General provisions

1. The General Terms and Conditions of Sale (hereinafter referred to as the “GTCS”) shall specify the principles of concluding agreements for sale of goods and services offered by “Limatherm Sensor” Spółka z ograniczoną odpowiedzialnością with its registered office at the following address: 34-600 Limanowa ul. Skrudlak 1, NIP No. [Tax ID No.]: 7371966189, REGON No. [Statistical ID No.]: 492926443 entered into the register of enterprises [translator’s note: of the National Court Register] kept by the District Court for Kraków-Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS No. [National Court Register No.]: 0000201394, with a share capital of PLN 700,000.00.
2. These GTCS shall apply to all Agreements concluded by Limatherm Sensor indicated in Art. 2(h) herein. In the event of any discrepancies between the provisions of the GTCS and the Agreement, the provisions of the Agreement shall prevail.

Article 2

Definition of terms

The terms used in these GTCS shall mean:

- a) GTCS – this General Terms and Conditions of Sale of “Limatherm Sensor” sp. z o.o.” with its registered office in Limanowa.
- b) Limatherm Sensor - „Limatherm Sensor” Spółka z ograniczoną odpowiedzialnością with its registered office at the following address: 34-600 Limanowa ul. Skrudlak 1, NIP No. [Tax ID No.]: 7371966189, REGON No. [Statistical ID No.]: 492926443 entered into the register of enterprises [translator’s note: of the National Court Register] of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS No. [National Court Register No.]: 0000201394.
- c) Selling Price – the price of the Goods or the Services specified in the Offer or in the Agreement,
- d) DPD - deferred payment date of the Price resulting from the Agreement or from the GTCS,
- e) Offer - information on the preliminary terms and conditions of purchase of the Goods or Services, irrespective of the form thereof, prepared in response to the request for quotation made by the Ordering Party. It shall not constitute an offer within the meaning of Art. 66 of the Civil Code.
- f) Accepted Order – an order confirmed in the manner specified in Art. 3 sec. 4 of the GTCS, or an amended order referred to in Art. 3 sec. 5 of the GTCS, or an order which was fulfilled by Limatherm Sensor in accordance with the Offer and the order, despite the lack of confirmation,
- g) Parties – shall mean Limatherm Sensor and the Ordering Party jointly,

- h) Agreement – any agreements entered into that Limatherm Sensor is a party thereto,
- i) Goods – movables being the subject of sale made by Limatherm Sensor to the Ordering Party,
- j) Services – services constituting the object of the Offer, in particular maintenance of control and measurement instruments, technical consultancy in the field of control and measurement instruments, design, assembly and commissioning of control, regulation and visualisation systems and other industrial automation systems, monitoring, verification and standardisation of measuring instruments by service or accredited laboratory,
- k) Ordering Party - a natural person, legal person or imperfect legal person granted the legal capacity under the statutory law, carrying out business or professional activity in its own name and performing legal acts directly related to such activities.

Article 3

Orders

1. Orders shall be placed in accordance with the Offer.
2. The Ordering Party shall submit the order to Limatherm Sensor in writing or in a document form sent to the e-mail address. The order should include full details of the Ordering Party, including NIP number [Tax ID No.], Offer number, consecutive order number, date, specification of type and quantity of goods or services in accordance with the Offer sent, proposed date of performance, exact delivery address (specifying the postcode, building number, additional information necessary for proper delivery, etc.), confirmation of the Selling Price proposed in the Offer and it should be signed by a person authorised to place orders on behalf of the Ordering Party. Limatherm Sensor shall not be held liable for any incorrectness of the data provided by the Ordering Party in the order. Any risks related thereto shall be borne by the Ordering Party.
3. Limatherm Sensor may confirm the order, make amendments thereto or reject it. The lack of an action on the part of Limatherm Sensor shall have no effect whatsoever and, in particular, shall not be construed as the acceptance of the order.
4. Confirmation of the order, rejection or amending thereof shall be made in writing or by e-mail.
5. Should Limatherm Sensor make any substantial amendments to the order and notify the Ordering Party about the fact, it shall be assumed that the amended order constitutes an offer to conclude an agreement on the terms specified therein. Should the Ordering Party fail to submit a statement of non-acceptance of the amended offer within 3 (three) days following the date of being notified of the amendments thereto, this shall be deemed as the acceptance thereof. The statement mentioned hereinabove shall be, under the penalty of nullity, submitted in writing or in a document form sent to the e-mail address.
6. Upon confirmation of the order, subject to the second sentence of sec. 5 hereinabove, an agreement shall be concluded. Limatherm Sensor shall be obliged to deliver the Goods or perform the Services specified in the Accepted Order, on the terms and conditions set forth therein and within the time limit and on the terms and conditions resulting from the GTCS. The Ordering Party shall be obliged to collect the Goods or Services and pay the Selling Price to Limatherm Sensor.
7. Limatherm Sensor shall be entitled to refuse to confirm an order without providing justification. The refusal shall not result in any negative consequences for Limatherm Sensor.

Article 4

Delivery of Goods and rendering of Services

1. All deliveries of the ordered Goods shall be made to the place of delivery indicated in the Accepted Order, under Ex Works Limanowa shipping terms (EXW, in accordance with Incoterms 2020), unless otherwise agreed by the Parties. Delivery of the ordered Goods shall take place on the date indicated in the Accepted Order.
2. The Services shall be performed at the location indicated in the Accepted Order. Should the Services not be rendered at the registered office of Limatherm Sensor and should it not be apparent from the Offer that it comprises Limatherm Sensor's employees' travel and accommodation costs related to the rendition of the Services, the Ordering Party shall be obliged to cover these costs in full. If the place of the rendition of the Service is the registered office of Limatherm Sensor, the Ordering Party shall, at its own cost and risk, deliver the equipment or other items being the object of the Services to that registered office together with the necessary accessories, components and appurtenances.
3. If the Services are to be rendered outside the registered office of Limatherm Sensor, the Ordering Party shall be obliged to co-operate with Limatherm Sensor in the rendition of the Service, and in particular to make available the device or item which is to be the subject of repair, servicing or other Services, to ensure access to the device and conditions necessary for the performance of the Services (water, electricity, indispensable equipment, etc.), to guarantee a paid parking place and access to a toilet for Limatherm Sensor's employees.
4. The Services shall be performed within the time limit specified in the Accepted Order. Should it be necessary to import spare parts or other objects or devices for the Services to be performed, then the time limit for the rendition thereof shall be automatically extended by the period required to import them.
5. As far as a standardisation service is concerned, the issuance of a standardisation certificate shall constitute the confirmation of the rendition thereof. In the case of a calibration service, the issuance of a calibration certificate shall constitute the confirmation of the rendition thereof.
6. In the event Limatherm Sensor is unable to deliver the Goods or render the Services within the agreed time limit for reasons attributable to the Ordering Party or a third party, all costs related to the delivery of the uncollected Goods or rendition of the Services, including the costs of the back and forth transport commissioned by Limatherm Sensor, costs of Limatherm Sensor's employees, etc., shall be borne by the Ordering Party on the basis of a VAT invoice issued by Limatherm Sensor to the Ordering Party and payable within 7 days of the issuance thereof.

Article 5

Terms of payment

1. The Ordering Party who does not benefit from the deferred payment date (DPD) shall be obliged to pay the Selling Price in advance in the form of a prepayment, on the basis of a pro-forma invoice. The payment shall be made by a bank transfer to the bank account indicated in the pro-forma invoice, unless the Accepted Order stipulates otherwise. Upon receipt of payment, which shall be deemed to be the crediting of the bank account of Limatherm Sensor, it shall proceed to carry out the delivery within the time limit indicated in the Offer calculated from the date of payment and issue the relevant VAT invoice. Limatherm Sensor shall not be held liable for any delays in the performance of the Agreement due to delays in making payments on its behalf.
2. The Ordering Party benefiting from the DPD shall be obliged to pay the Price by bank transfer on the basis of a VAT invoice within the time limit and to the bank account specified therein.

3. The Ordering Party may use the DPD provided that it places an order of a value greater than or equal to at least PLN 5,000.00 net (five thousand zlotys and 00/100). In this case, the DPD shall be a maximum of 14 (fourteen) days.
4. In the case of failure to pay or late payment for the Goods or Services, the Ordering Party shall lose the right to use the DPD.
5. Should the Ordering Party lose the right to benefit from the OTP, he may benefit therefrom again provided that he pays the entire outstanding debt owed to Limatherm Sensor and after he makes three prepaid purchases of Goods or Services - irrespective of the value of the order. In this case, the DPD shall be a maximum of 14 (fourteen) days and shall be limited to the amount being the equivalent of twice the value of the prepaid purchases referred to in the first sentence of this section.
6. Diverse conditions of using the GTCS may result from the Agreement concluded by the Parties or from the Offer.
7. In the event of a delay in the payment of the Selling Price, regardless of the consequences provided for in these GTCS or in the Agreement, the Ordering Party shall be obliged to pay statutory interest for late payment in commercial transactions for each day thereof, without a separate summons.
8. Regardless of the interest referred to in sec. 7 above, the Ordering Party shall be obliged to pay compensation in the value being the equivalent of the amount expressed in Euro, determined in accordance with the Act on counteracting excessive payment delays in commercial transactions, without a separate summons. If higher costs are incurred, Limatherm Sensor shall be entitled to request the full amount of the recovery expenses borne.
9. In the event of failure to pay the Selling Price referred to in Art. 5 sec. 1 within the time limit specified in the pro-forma invoice, the Agreement shall be deemed not to have been concluded (condition precedent).
10. The payment of the Selling Price may only be made from the bank account of the Ordering Party, which constitutes a clearing account referred to in Art. 49, sec. 1, para. 1 of the Banking Act and which is entered into the list maintained by the Head of the National Revenue Administration referred to in Art. 96b sec. 1 of the Goods and Services Tax Act.

Article 6

Retention of title

1. The Sold Goods shall remain the property of Limatherm Sensor until the Ordering Party has paid the total price due for the Goods.
2. Sec. 1 hereinabove shall also apply when the Goods were delivered to the Ordering Party.
3. The Ordering Party, prior to full payment of the Selling Price, shall undertake not to remove labels, tags or any other markings which may serve for identification of the Goods and to refrain from using, modifying or disassembling the Goods.

Article 7

Confidentiality

1. For the purposes of these GTCS, the term "Confidential Information" shall mean the following: information concerning the terms and conditions of the Agreement or the performance thereof, all the information obtained by the Ordering Party during or in connection with the undertaken or planned cooperation with Limatherm Sensor under any legal or factual basis, all information, know-how, as well as financial, commercial, operational and technical data (including those relating to invention projects within the meaning of the Industrial Property Law of 30 June 2000), any research, analyses,

- studies and plans relating to the business activity, including business plans of Limatherm Sensor and its associates, all other information with the exception of those which, at the time of being disclosed or transferred, are expressly specified by Limatherm Sensor as not being subject to confidentiality.
2. Should the transmission of information be made in an ambiguous manner as to the confidentiality thereof, the information shall be deemed confidential.
 3. Confidential Information shall include information disclosed or provided by Limatherm Sensor, as well as the employees, associates, attorneys-in-fact, advisors, consultants or agents thereof, collectively referred to as "Representatives", as well as information acquired as a result of the observations made by the Ordering Party during a visit at Limatherm Sensor's registered office.
 4. The Ordering Party shall keep all the Confidential Information received secret in accordance with the provisions of these GTCS and shall use it exclusively for the purposes related to the cooperation undertaken with Limatherm Sensor. He shall not use this Confidential Information, in whole or in any part, for any other purposes. In particular, the Ordering Party shall not disclose such information to any third party.
 5. The Confidential Information and the obligation of confidentiality shall not include:
 - a) commonly known information;
 - b) information where the obligation for the disclosure thereof arises from imperative legal provisions, however, with the proviso that in each such a situation the Ordering Party shall be obliged to:
 - ✓ immediately inform Limatherm Sensor of the obligation to disclose the Confidential Information for the benefit of the persons in respect of whom the disclosure shall take place or has taken place, unless it would be contrary to the applicable legal provisions;
 - ✓ disclose only such part of the Confidential Information as may be required by law.
 6. The obligation of confidentiality referred to in these GTCS shall apply as from the moment the Ordering Party obtains the first Confidential Information and shall remain in force throughout the period in which the information is of economic value, however for no less than 10 years in respect of each piece of confidential information obtained, as from the date of acquisition thereof, unless Limatherm Sensor releases the Ordering Party from confidentiality upon a prior written request.
 7. The release from the obligation of confidentiality may only be made in writing under the penalty of nullity.

Article 8

Contractual penalties

1. The Ordering Party shall pay Limatherm Sensor contractual penalties as follows:
 - a) in the amount of PLN 100,000.00 (in words: one hundred thousand zlotys), should the Ordering Party fail to meet the obligation referred to in Art. 7 sec. 4 of the GTCS, for each case of violation,
 - b) in the amount of the value of a given piece of equipment, should the Ordering Party fail to meet the obligation referred to in Art. 6 sec. 3 of the GTCS, for each case of violation,
 - c) in the amount of 80% (eighty percent) of the net remuneration specified in the Accepted Order and determined by by Limatherm Sensor or in the Agreement, in the event of withdrawal from the Agreement by the Ordering Party due to the reasons attributable to him,
 - d) in the amount of 80% (eighty percent) of the net remuneration specified in the Accepted Order and determined by Limatherm Sensor or in the Agreement, in the

- event of withdrawal from the Agreement by Limatherm Sensor due to the reasons attributable to the Ordering Party.
2. Should the payment of the contractual penalties specified in sec. 1 not fully repair the damage inflicted, Limatherm Sensor shall be entitled to claim additional compensation on general terms.

Article 9 **Implied Warranty**

1. Limatherm Sensor shall be liable for physical and legal defects of the Goods or Services. The scope of the liability borne by Limatherm Sensor has been limited to the cases expressly indicated in the GTCS.
2. Limatherm Sensor shall be liable under the warranty for physical and legal defects if such a defect is found and reported before the expiry of 12 months following the date of release of the Goods or rendition of the Service.
3. Limatherm Sensor shall not be held liable for defects arising as a result of improper installation or commissioning of the Goods, unless these actions were performed by Limatherm Sensor.
The Ordering Party shall be obliged to check the condition of the consignment upon its receipt from the carrier. Should any damages be found to the packaging, he shall be required to open the consignment in the presence of the carrier and check whether the contents have been damaged. If the Goods are found to be damaged, the Ordering Party shall be obliged to prepare a "Damage Report" and have it signed legibly by the carrier and stamped by the person preparing the "Damage Report". The lack of any of the above-mentioned signatures or stamps on the " Damage Report" shall result in the exclusion of Limatherm Sensor's liability under the warranty for physical defects of the Goods.
4. The Ordering Party shall be obliged to check the delivered Goods in terms of quantity and quality no later than at the date of receiving the delivery or collecting the Goods, subject to sec. 3 hereinabove.
5. The quantitative acceptance shall consist in verifying if the quantity of the Goods delivered is consistent with the attached VAT invoice, delivery note printout or sales specification (hereinafter referred to as the letter of consignment).
6. Qualitative acceptance shall consist in a thorough examination of the Goods in order to detect any possible physical defects.
7. Should any discrepancies in the quantity of the Goods be found, the Ordering Party shall submit a quantity complaint with Limatherm Sensor in writing (by registered mail) to the following address: 34-600 Limanowa ul. Skrudlak 1, or through the Limatherm Sensor website using the service tab, not later than within 2 (two) days following the date of delivery of the Goods to the Ordering Party, under the penalty of losing, by the Ordering Party, the right to exercise his rights under the warranty and to pursue any claims from Limatherm Sensor in this respect. The complaint shall contain information on the quantity of missing Goods, indicate the numbers of the order and the VAT invoice which document the faulty Goods, as well as a letter of consignment and the date and circumstances of detecting the discrepancy in the quantity of the Goods.
8. Should any discrepancies in the quality of the Goods be found, the Ordering Party shall prepare and submit a complaint with Limatherm Sensor in writing (by registered mail) to the following address: 34-600 Limanowa ul. Skrudlak 1, or through the Limatherm Sensor website using the service tab, immediately and not later than within 2 (two) days following the date of discovering the defect, under the penalty of losing, by the Ordering Party, the right to exercise his rights under the warranty and to pursue

- any claims from Limatherm Sensor in this respect. The complaint shall describe the defect in detail and indicate the numbers of the order and the VAT invoice which document the faulty Goods, as well as a letter of consignment, quantity of the defective Goods and the date and circumstances of detecting the defect.
9. Limatherm Sensor shall respond to the quantitative or qualitative complaint submitted by the Ordering Party in writing within 30 (thirty) days following the receipt thereof, by sending a decision to the Ordering Party in writing or by e-mail (to the address indicated in the agreement/order/complaint form). In specific cases where the review of the complaint is not possible within this time limit, Limatherm Sensor shall notify the Ordering Party on the date of the examination thereof.
 10. The Ordering Party shall acknowledge that Limatherm Sensor shall be obliged to cover the costs of the laboratory test documenting quality defects in the Goods sold only if the laboratory is selected in advance in agreement with Limatherm Sensor and only if the result of the laboratory test confirms the existence of the defect of the Goods reported by the Ordering Party.
 11. If the quantity complaint submitted by the Ordering Party is considered legitimate, Limatherm Sensor shall supply the Ordering Party with the missing Goods within 30 (thirty) days following the date of informing the Ordering Party on admitting the complaint. Should the supply be impossible or impeded by this time, it shall be carried out at the date agreed upon by the Parties.
 12. If the quality complaint submitted by the Ordering Party is considered legitimate, Limatherm Sensor shall replace the Goods with defect-free products or remove the defects within 30 (thirty) days following the date of informing the Ordering Party on admitting the complaint. Should the replacement of the Goods or removal of the defects be impossible or impeded by this time, it shall be carried out at the date agreed upon by the Parties.
 13. Should any defects in the Services be found, the Ordering Party shall prepare and submit a complaint to Limatherm Sensor in writing to the following address: 34-600 Limanowa ul. Skrudlak 1, or through the Limatherm Sensor website using the service tab, immediately and not later than within 2 (two) days following the date of discovering the defect, under the penalty of losing, by the Ordering Party, the right to exercise his rights under the warranty and to pursue any claims from Limatherm Sensor in this respect. The complaint shall describe the defect, date and circumstances of its detection, indicate the numbers of the order and the VAT invoice which document the Services subject of the complaint.
 14. If the complaint regarding the Services submitted by the Ordering Party is considered legitimate, Limatherm Sensor shall remove the defect within 30 (thirty) days following the date of informing the Ordering Party on admitting the complaint. Should the removal of the defects be impossible or impeded by this time, it shall be carried out at the date agreed upon by the Parties.
 15. Limatherm Sensor shall have the right to withhold from satisfying warranty claims on the part of the Ordering Party until the latter party has settled all outstanding receivables due to Limatherm Sensor.
 16. The Ordering Party, upon the request made by Limatherm Sensor, shall deliver the faulty Goods to the place indicated by Limatherm Sensor at its own expense. Should it be impossible to disassemble the Goods and deliver them to Limatherm Sensor, the Ordering Party shall be obliged to cover the costs of travel to the installation site of the Goods and accommodation of the employees of Limatherm Sensor. The above shall be construed as limitation of the liability of Limatherm Sensor on account of warranty.
 17. Complaints not previously reported to Limatherm Sensor in the manner specified in sections 7, 8 and 13 hereinabove and submitted to Limatherm Sensor with no

documents making it possible to identify the Ordering Party and the type of defect reported shall be left without consideration.

Article 10

Liability, Force Majeure

1. The liability of Limatherm Sensor for the performance of the obligations specified in these GTCS shall be limited exclusively to the actual damage. Limatherm Sensor shall only be liable for those acts or omissions which are the result of the deliberate fault thereof.
2. Limatherm Sensor shall be liable for actual damage arising in connection with the performance of the Agreement only up to the net value of the Services or Goods specified in the Accepted Order or the Agreement. Limatherm Sensor shall not be held liable for lost profits or damage exceeding the net value of the Services or Goods specified in the Accepted Order or the Agreement, both towards the Ordering Party and towards third parties.
3. Limatherm Sensor shall be indemnified and held harmless in connection with any failure to perform or undue performance of the obligations provided that the performance thereof was prevented by reasons of force majeure, which occurred after the conclusion of the Agreement by the Parties or after the acceptance of the order and are in a causal connection therewith.
4. Force majeure shall be a sudden, unforeseeable event, independent of the Parties, making it impossible to perform the Agreement in whole or in part, permanently or temporarily, which cannot be prevented or counteracted with the exercise of due diligence. Such force majeure circumstances shall be considered in particular as follows:
 - a) natural disasters e.g.: fire, flood, earthquake;
 - b) acts of state power e.g., mobilisation, war, restriction of freedom of trade or of movement of goods, declaration of martial law, state of emergency, state of epidemic emergency, state of epidemic;
 - c) strikes, with the exception of strikes organised by the employees of one of the Parties;
 - d) technological failures;
 - e) serious disruption of road transport operations.
5. Limatherm Sensor shall immediately notify the Ordering Party on the occurrence of force majeure, the duration thereof and the anticipated negative effects on the performance of the provisions of the Agreement between the Parties. If the force majeure is temporary and lasts less than 14 (fourteen) days, the performance of the obligations shall be postponed by the duration of the obstacle.
6. Should the force majeure be caused by events that last longer than 14 (fourteen) days, Limatherm Sensor may withdraw from the performance of the Agreement. The declaration of withdrawal from the Agreement shall be made in writing or in a document form. The declaration of withdrawal shall be sent by Limatherm Sensor to the Ordering Party at his address of the registered office or e-mail address provided in the Agreement.
7. Limatherm Sensor shall not be held liable for any delays in the delivery of the Goods if such delays occurred for reasons beyond the control of Limatherm Sensor, in particular due to delays in deliveries made to Limatherm Sensor by third parties.

Article 11

Personal and confidential data

1. The administrator of the personal data is "Limatherm Sensor" Spółka z ograniczoną odpowiedzialnością with its registered office at the following address: 34-600 Limanowa ul. Skrudlak 1, NIP No. [Tax ID No.]: 7371966189, REGON No. [Statistical ID No.]: 492926443 entered into the register of enterprises [translator's note: of the National Court Register] kept by the District Court for Kraków-Śródmieście in Kraków, XII Commercial Division of the National Court Register under KRS No. [National Court Register No.]: 0000201394.
2. The data obtained will be processed for the purpose of the performance of the Agreement and under the principles indicated in the information clause constituting Annex No. 1 to these GTCS.

Article 12

Final provisions

1. The Polish law shall be applied for the interpretation of the Agreements concluded between the Parties, including the interpretation of the GTCS.
2. Invalidity or ineffectiveness of any provision of the GTCS shall not affect the validity and effectiveness of the remaining provisions thereof.
3. Any disputes between the Parties arising from the performance of the Agreement shall be resolved by the Polish courts in accordance with the Polish law. The court competent to adjudicate on these disputes shall be the court of proper venue for the registered office of Limatherm Sensor.
4. Assignment of rights or obligations under the Agreements shall require a written consent of Limatherm Sensor.
5. These GTCS may be adopted only without reservations, and the contents thereof shall exclude the General Terms and Conditions or other standard agreements applied by the Ordering Party from the application to the Agreement.
6. In any and all cases not referred to herein the provisions of the Civil Code shall be applicable.
7. These GSTC shall be effective as of 01 February 2021.

Annexes:

1. Annex no. 1 - GDPR Information Clause



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President of the Management Board
Zbigniew Juszkiewicz