

**GENERAL TERMS AND CONDITIONS OF AGREEMENTS
FOR THE SALE OF MACHINES AND THE CONSTRUCTION OF THE INSTALLATION
CONCLUDED BY KAESER KOMPRESSOREN SP. Z O.O. WITH ITS SEAT IN WARSAW**

I. GENERAL PROVISIONS

- I.1 These general terms and conditions of agreements for the sale of machines and the construction of the installation (the **General T&C**) shall apply to all agreements concerning: (i) the sale of machines, (ii) the construction of an installation or (iii) the sale of machines and the construction of an installation, concluded by KAESER KOMPRESSOREN Sp. z o.o. with its seat in Warsaw, ul. Taneczna 82, 02-829 Warszawa, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 13th Economic Division of the National Court Register, under the number KRS 0000139227, NIP 5220011480, number of BDO register 000098589, of the share capital in the amount of PLN 1 700 000, as the seller (**Kaeser**), and an entity being an entrepreneur as defined in the Polish Civil Code (the **Customer**).
- I.2 With respect to the agreements concluded by Kaeser, no agreement forms may be used other than the General T&C. If the Customer submits a written statement to the effect that the Customer does not accept the General T&C, the agreement between Kaeser and the Customer shall not be concluded. If the Customer fails to submit such a written statement promptly after the Customer could become familiar with the General T&C, it shall be deemed that the Customer gives its consent for the application of the General T&C without any reservations.
- I.3 In case of any revision of the General T&C the Customer and Kaeser shall be bound by the General T&C applicable in the date of the placement of the order by the Customer. Applicable General T&C are available on Kaeser's website: www.kaeser.pl.
- I.4 If the order covers more than one machine, all provisions of the General T&C referring to that machine shall also apply respectively to all the machines covered by the order.
- I.5 No information included in Kaeser's catalogues, leaflets, advertisements shall constitute an offer pursuant to the Civil Code.
- I.6 The placement of an order by the Customer shall not bind Kaeser, and the absence of Kaeser's reply to the order shall not be interpreted as the acceptance of the offer.
- I.7 The Customer shall place the order on the form made available by Kaeser (**Standard Form**). After the Standard Form has been filled in and signed by the persons authorized to represent the Customer, the Customer shall send it to Kaeser by fax or by e-mail in the form of a scan and shall promptly send the original of the order to Kaeser by registered mail or by a reputable courier service. If Standard Form is signed by a person authorized by virtue of a power of attorney, the Customer shall also send a document of the power of attorney to Kaeser. After an order is accepted by Kaeser, Kaeser shall send to the Customer a confirmation of acceptance of the order for the execution (**Confirmation of the Order**).
- I.8 In case the Customer sends the order on a form other than Standard Form, Kaeser shall send to the Customer the Confirmation of the Order. The Customer shall send copy of the Confirmation of the Order back to Kaeser after it has been signed by persons authorized to represent the Customer, by fax or by e-mail in the form of a scan, and shall promptly send the original of the Confirmation of the Order to Kaeser by registered mail or by a reputable courier service. If the Confirmation of the Order is signed by a person authorized by virtue of a power of attorney, the Customer shall send to Kaeser the copy and the original of document of the power of attorney in the same manner as Confirmation of the Order.
- I.9 The agreement between Kaeser and the Customer is concluded: (a) in a case in which order was submitted on the Standard Form – when the Customer receives Confirmation of the Order; (b) in a case in which the order was submitted on a form other than Standard Form – when: (i) Kaeser receives the Confirmation of the Order signed by the Customer, or (ii) Kaeser starts executing the order on the terms and conditions as specified in the Confirmation of the Order and the General T&C, depending on which of those events took place earlier.
- I.10 Agreement between Kaeser and the Customer is concluded pursuant to the provisions specified in the Confirmation of the Order and General T&C. In case of any discrepancies between the Confirmation of the

Order and the General T&C, provisions of the Confirmation of the Order shall prevail.

- I.11 Clauses II and IV shall apply to the agreements concerning sales of machines. Clauses III and IV as well as other provisions to which Clause III refers shall apply to the agreements concerning construction of the installation. Clauses II, III and IV shall apply to the agreements concerning sales of machines and the construction of an installation.

II. GENERAL TERMS AND CONDITIONS OF THE SALE OF MACHINES AGREEMENTS

II.1 PRICES AND TERMS OF PAYMENT

- II.1.1. Kaeser shall sell and the Customer shall buy the machine specified in the Confirmation of the Order (the **Machine**), for the price specified by Kaeser in the Confirmation of the Order as the net price, to which the relevant value added tax (VAT) shall be added according to the rates applicable on the date of issuance of the VAT invoice (the **Price**).
- II.1.2. If the Price is denominated in Euro, it shall be paid in the equivalent amount of Polish zlotys, according to the selling rate of Euro as announced by the National Bank of Poland applicable on the date of issuance of the VAT invoice by Kaeser, unless the parties agreed payment in Euro.
- II.1.3. The Price shall be paid before the Machine is handed over, unless Kaeser made a reservation in the Confirmation of the Order that the payment shall be made on another date as specified by him. All collaterals specified in the Confirmation of the Order shall be granted to Kaeser no later than on the day the contract is concluded, unless Confirmation of the Order states otherwise.
- II.1.4. The Price shall be paid in Polish zlotys by a bank transfer to Kaeser's bank account No. 92 1750 0009 0000 0000 0088 4146 maintained by BNP Paribas Bank Polska S.A.. or other bank account specified by Kaeser on the VAT invoice.
- II.1.5. Submitting a complaint as to the warranty shall not give the Customer the right to withhold the payment of the Price within the designated time limit.

II.2 SHIPMENT AND ACCEPTANCE

- II.2.1. Kaeser shall hand over the Machine to the Customer by delivering it on the DAP terms (Incoterms® 2010) as applied in respect of domestic trading, to the place and within the time limit as specified in the Confirmation of the Order.
- II.2.2. The term of the shipment of the Machine may be extended, if Kaeser's suppliers or carrier are in default in performance of their duties towards Kaeser. Kaeser shall promptly notify the Customer about the delay.
- II.2.3. Before accepting the shipment of the Machine, the Customer is obliged to notify the carrier about any damage discovered in the shipment and draw up with the carrier a protocol specifying all the reservations as to the defects and damage revealed in the shipment including a detailed description of the defects and damage in the shipment, as well as the circumstances in which they originated. Immediately after drawing up the protocol, the Customer shall send the copy of the protocol to Kaeser by fax or an e-mail, notifying Kaeser about the defects and damage discovered in the shipment. The Customer is obliged to notify Kaeser about any defects or damage in the shipment which could not have been noticed upon external inspection promptly, however not later than 3 days from the date of acceptance of the Machine in the manner specified above.
- II.2.4. When accepting the Machine the Customer shall inspect it. The acceptance of the Machine by the Customer without inspecting it shall be treated as the acknowledgement that the Machine has no visible defects. The Customer is obliged to notify Kaeser about any visible physical defects of the Machine on the day of acceptance of the Machine, by fax or by e-mail. Apart from such a notice the Customer is obliged to notify Kaeser, in writing, about any visible defects of the machine no later than 3 days from the date of acceptance of the Machine.
- II.2.5. Kaeser, when handing-over the Machine to the Customer, shall also provide the Customer with: (i) the service manual (**Service Manual**) and

the warranty card of the Machine, as well as (ii) documents necessary to obtain a decision of the competent public administration authority granting permit to use the Machine – if the Machine is subject to technical supervision pursuant to the relevant provisions of law.

II.3 ASSEMBLY, FIRST LAUNCHING AND TRAINING IN THE SCOPE OF OPERATION OF THE MACHINE

- II.3.1. The Machine shall be assembled (connected) by the Customer, unless provisions of the Confirmation of the Order provide that Kaeser shall assemble the Machine. The Customer shall assemble the Machine according to the Service Manual and technical knowledge.
- II.3.2. Provisions of the Clause II.3.2 apply to the Machine such as rotary screw compressor, booster compressor, dryer, blower, rotary screw vacuum pump or Sigma Air Manager. Kaeser will conduct first launching of the Machine assembled (connected) by the Customer according to the Service Manual and technical knowledge, on a business day (from Monday until Friday) from 8 AM to 4 PM within 10 business days from the receipt from the Customer of a protocol stating that the Machine is ready to be launched. Kaeser may refuse to launch the Machine if the Machine was improperly assembled (connected) by the Customer. If Kaeser refused to launch the Machine due to improper assembly by the Customer, the next arrival of the service team of Kaeser in order to launch the Machine is chargeable. Kaeser will train the Customer's employee with regard to the operation of the Machine at the first launch of the Machine.

II.4 RETENTION OF TITLE

- II.4.1. Until the full Price is paid by the Customer, the Machine shall remain the property of Kaeser.
- II.4.2. The Customer shall bear the risk of accidental loss or damage of the Machine from the moment of its handover.
- II.4.3. Until the moment the full Price is paid, Kaeser may label the Machine with information indicating that the title to the Machine remains with Kaeser. At Kaeser's request, the Customer shall provide access to the Machine.
- II.4.4. Until the moment the full price is paid in, the Customer must not: (i) establish any encumbrances or limited rights *in rem* in respect of the Machine or transfer the possession of the Machine, in particular provide the Machine to be used by a third party under any contract of lease or hire, or any other title, and (ii) store, use or permit other parties to use the Machine for any purpose or in any location that might entail the risk of seizure, damage or destruction and remove from the Machine the labelling indicating that the title to the Machine remains with Kaeser.

II.5 DEFAULT UNDER THE AGREEMENT

- II.5.1. In case of Customer's delay in making payments arising out of any legal relationship between the Customer and Kaeser or in establishing collaterals of the payment specified in the Confirmation of the Order and the General T&C: (i) whole Price becomes immediately due and payable; (ii) Kaeser may withhold performance of its obligations under the agreement concluded pursuant to the General T&C until all overdue payment are satisfied and all collaterals are granted by the Customer, in particular Kaeser may withhold: (i) delivery of the Machine; (ii) launching of the Machine, (iii) training concerning operation of the Machine, and also (iv) repairing the defects of the Machine covered by the warranty. In case described above, all deadlines for the fulfillment of obligations by Kaeser are extended accordingly, at least by the period when the Customer was in default.
- II.5.2. In the event the Customer fails to pay the Price, part of the Price or any of the installments, or in the event that Customer fails to establish collaterals in the time specified in the Confirmation of the Order, Kaeser shall have the right to call the Customer to pay the Price, part of the Price or any of the installments, or establish collaterals, making a reservation that in case the Customer's obligation is not fulfilled within 3 days from the date of receipt of the demand, Kaeser shall have the right to withdraw from the agreement. In a case of ineffective expiry of the above specified time limit, Kaeser shall have the right to withdraw from the agreement.
- II.5.3. In the event the Customer fails to accept the Machine within the time limit specified in the Confirmation of the Order, Kaeser may charge the Customer with the costs of the storage of the Machine in the amount of 0.2% of the Price for each day of the delay.

II.5.4. In the event the delay in the acceptance of the Machine exceeds 14 days, Kaeser shall have the right to set an additional 3-day time limit for the Customer to accept the Machine, making a reservation that in case of its ineffective expiry Kaeser shall have the right to withdraw from the agreement and to demand a contractual penalty in the amount of 30% of the Price. In a case of ineffective expiry of such a period – Kaeser shall have the right to withdraw from the agreement and to demand the contractual penalty in the amount of 30% of the Price.

II.5.5. In the event the Customer has prevented the application of or has removed the labeling indicating that the title to the Machine remains with Kaeser before the full Price has been paid, the Customer shall be obliged to pay to Kaeser the contractual penalty in the amount of 10% of the Price.

II.5.6. Kaeser shall have the right to withdraw from the agreement, if: (i) the Customer has financial problems which provide reasonable grounds to indicate its insolvency, or (II) enforcement proceedings have been instituted, liquidation proceedings have been instituted or a request has been submitted for the institution of bankruptcy or repair proceedings in respect of the Customer.

II.6 MACHINE QUALITY WARRANTY

II.6.1. Kaeser undertakes to remove free of charge: (i) visible physical defects in the Machine reported by the Customer pursuant to Clauses II.2.3 and 2.4., and (ii) latent physical defects of the Machine, if latent physical defects emerge within 12 months from the date of release of the Machine and are reported by the Customer in writing within 3 days from the date of finding them. Failure to report a physical defect within such time limit shall result in forfeiture of any warranty rights with respect to such defects.

II.6.2. A written report on the Machine's physical defects shall include identification of the type, catalogue number and serial number of the Machine, description of the defect and signature of the person authorized to act on behalf of the Customer.

II.6.3. Upon Kaeser's admission of the report on physical defects in the Machine as being justified, Kaeser may, at its discretion remedy the identified physical defects or replace the Machine or its part. Kaeser shall start to remedy the physical defects or replace the Machine or its part within 10 days from the date on which the defect was affirmed by Kaeser. Kaeser shall remedy the physical defects or replace the Machine or its part in the adequate time specified by Kaeser, which may be longer than 14-days from the date when defects were affirmed by Kaeser. The application of Article 580 § 2 of the Polish Civil Code to agreements concluded in accordance to the General T&C is excluded. Kaeser becomes an owner of the defected Machines and defected parts, after they have been replaced.

II.6.4. In the event Kaeser concludes that the report on physical defects is unfounded, Kaeser may charge the Customer with the costs Kaeser incurred to verify the reported defects, including, but not limited to the costs of preparing an expert opinion.

II.6.5. In the event: (a) the Machine is being replaced for a new one, (b) when individual parts of it are being replaced or (c) the Machine is being repaired, the time limit as specified in Clause II.6.1, shall not run anew, nor shall it be suspended. In the event of exercising the Customer's rights under the warranty, the time limits to exercise other rights under other provisions of law, shall not be suspended.

II.6.6. The Customer shall forfeit its rights under the warranty if:

- (a) the Machine is installed and used outside the territory of the Republic of Poland;
- (b) the Machine is accepted without its inspection or in case of violation of other duties specified in Clauses II.2.3 and 2.4.;
- (c) the Customer makes repairs, changes or alterations in the Machine on its own or by having them made by third parties;
- (d) the Customer assembles, uses or operates the Machine contrary to its purpose, technical knowledge or the Service Manual, in particular not-using the device cutting of the Machine out of the electrical grid;
- (e) the Customer uses in the Machine consumables (including oil and air filters, belts, filter mats, oils and liquids, pads, rubber membranes and the like) and spare parts which have not been recommended by Kaeser;
- (f) the Customer fails to have the warranty inspection of the Machine carried out by Kaeser's technical service on the date as indicated in the Service Manual on the basis of separate order;

- (g) in case of Machines mentioned in Clause II.3.2 – such Machine is first launched by any other person than Kaeser;
 - (h) the Customer changes, removes or obliterates the Machine's serial numbers.
- II.6.7. The warranty does not cover any consumables that are being used up during Machine's operation, in particular oil and air filter elements, belts, filter mats, oils and liquids, pads, rubber membranes and the like.
- II.6.8. Kaeser's liability for the Machine's defects under civil law warranty (*rękojmia za wady*) shall be excluded.
- II.7 EQUIPMENT MONITORING THE OPERATION OF AGREEMENT'S OBJECT**
- II.7.1. Kaeser is entitled to read the operating parameter data of the Machines (**Machine Data**) and to use such data for the performance of agreements concluded with the Customer and to ensure the proper and safe operation of the Machines. For these purposes, Kaeser has the right to install in the Machines the equipment designed to monitor its operation remotely (the **Monitoring Equipment**). For the installation thereof, at Kaeser's request, the Customer shall make the Machines available.
- II.7.2. In case the Monitoring Equipment is installed, no element of the Monitoring Equipment shall constitute a part or a component of the Machine. The Monitoring Equipment shall remain the property of Kaeser, and after the expiry of the warranty period it shall be dismantled by Kaeser, unless the Parties conclude an agreement for the provision of maintenance services.
- II.7.3. The Machine Data includes – depending on the version of the Machine – readings from internal sensors, in particular: pressure, temperature, voltage, vibration level, operating hours and rotational speed. The data is in binary format. The estimated data volume is approximately 128 b every 15 minutes. The data is generated continuously, in real time, for the Machine's internal control and supervision system, and stored in its internal memory for 24 hours, or – if an additional memory card is installed – depending on its capacity, for up to 1 year.
- II.7.4. The activation of the remote monitoring functionality of the Machine using the Monitoring Equipment shall occur only where there is a technical possibility to connect and activate the Monitoring Equipment. Monitoring will be carried out 24/7 at 15-minute intervals, starting from the moment the Monitoring Equipment is installed and activated, until its dismantling.
- II.7.5. The collection and use of Machine Data is subject to Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (the **Data Act**).
- II.7.6. Kaeser may not use the Machine Data in any manner other than in accordance with the agreement with the Customer; in particular, Kaeser may not use it to derive insights about the economic situation, assets and production methods of the Customer, or the Customer's manner of using the Machine – if that could undermine the commercial position of the Customer on the markets in which the Customer is active.
- II.7.7. The data collected by means of the Monitoring Equipment will be stored on Kaeser's servers in Poland until the Monitoring Equipment is dismantled. Kaeser has implemented appropriate technical and organizational measures, taking into account the nature and scope of the Machine Data, the purposes of its use and the risks to the Customer's interests, aiming to prevent loss of or unauthorized access to the Machine Data. Kaeser may disclose such data to third parties, including entities within its capital group, solely for the purposes specified in paragraph 1, in accordance with the rules set out in the Data Act.
- II.7.8. The Customer may obtain access to the Machine Data collected by means of monitoring, upon prior written or email request submitted to Kaeser. The Customer may also submit to Kaeser a request, in writing or by email, to erase the Machine Data collected by means of monitoring; submitting such a request will entail the dismantling of the Monitoring Equipment
- II.7.9. In the event of a contractual transfer of ownership of the Devices or of the right to their temporary use to a third party, the Customer shall notify Kaeser thereof with at least 14 days' prior notice and shall allow Kaeser to remove the Monitoring Equipment.

III. GENERAL TERMS AND CONDITIONS OF THE CONSTRUCTION OF THE INSTALLATION AGREEMENTS

III.1 GENERAL PROVISIONS

- III.1.1. Installation shall be completed by Kaeser in accordance with the Detailed Description of the Installation, constituting appendix to the Confirmation of the Order (the **Installation**).
- III.1.2. The Customer shall pay Kaeser remuneration for the construction of the Installation specified in the Confirmation of the Order before the Installation is accepted, unless Confirmation of the Order specifies otherwise. All provisions contained in General T&C and Confirmation of the Order concerning the Price, in particular Clause II.1 and other provisions concerning the terms of payment of the Price, collaterals related to the payment and effects of a delay in payment of the Price or part of it, apply to the payment of the remuneration for the construction of the Installation. Each time the General T&C refer to term "the Price" it shall be understood also as a remuneration for the construction of the Installation.
- III.1.3. All the materials used for the purpose of the construction of the Installation (the **Materials**) and Machines shall be shipped by Kaeser and accepted by the Customer. To issues concerning shipment and acceptance provisions of the Clause II.2 apply directly with the exclusion of the Clause II.2.5. The Customer undertakes to unload and transport the Materials and the Machines to place of the construction of the Installation by means of suitable machinery and equipment. Provisions of the Clause II.3.2 apply respectively to the Installation. Provisions of the Clause II.4 apply directly to the Materials.
- III.1.4. The Customer takes the risk of accidental loss or damage of the Machines and the Materials from the moment of their delivery to the destination specified in the Confirmation of the Order.

III.2 HAND-OVER OF THE CONSTRUCTION SITE

- III.2.1. The Customer shall hand-over to Kaeser the premises in the building, or the building where the Installation shall be carried out (the **Construction Site**), which shall be confirmed by the Hand-Over Protocol (the **Hand-Over Protocol**).
- III.2.2. The Construction Site shall be handed-over to Kaeser in a condition allowing Kaeser to construct the Installation. In particular: (i) Kaeser and its subcontractors shall have an access to the Construction Site that allows the performance of all actions necessary to complete the Installation; (ii) all utilities necessary to complete the Installation shall be connected to the Construction Site, including in particular: electricity, water and gas; (iii) all rubble and other objects that could hinder the construction of the Installation shall be removed from the Construction Site.
- III.2.3. If the requirements set forth in Clause III.2.2 have not been met, all shortcomings shall be listed in the Hand-Over Protocol. Such shortcomings shall be remedied promptly by the Customer. Once the shortcomings have been remedied a note shall be made in the Hand-Over Protocol that the requirements set forth in Clause III.2.2. have been met with the date of remedy specified. The note, referred to in the preceding sentence, shall be signed by both Parties. The date when all shortcomings have been remedied is considered as a date of the hand-over of the Installation by the Customer to Kaeser.

III.3 DEADLINE FOR THE CONSTRUCTION OF THE INSTALLATION

- III.3.1. Kaeser shall complete the Installation in the term specified in the Confirmation of the Order, pursuant to a work schedule, provided that, such a work schedule is made and signed by the Parties, or it constitutes an appendix to the Confirmation of the Order (**Work Schedule**).
- III.3.2. The Installation construction deadline and the deadlines of the construction of the particular stages of works specified in the Work Schedule shall be extended in a case of the occurrence of the circumstances beyond Kaeser's control, in particular when: (i) Construction Site has not been handed-over on the due date; (ii) delay of Kaeser's subcontractors with regard to their obligations towards Kaeser; (iii) occurrence of the weather conditions which prevent Kaeser to complete the installation or its parts on the agreed date or (iv) necessity to perform additional works having direct impact on the Installation construction date or particular stages of works.

III.4 CHANGE OF TECHNOLOGY USED TO CONSTRUCT THE INSTALLATION AND ADDITIONAL WORKS

- III.4.1. If during the construction of the Installation, circumstances unknown to Kaeser, at the time of entering into the Agreement are revealed, and such circumstances according to the professional knowledge and experience cause the necessity to apply another technology for the Installation construction, including the use of other materials, the Installation shall be completed using such appropriate technology indicated by Kaeser including the use of other materials. Parties shall agree on the higher remuneration for the construction of the Installation. New remuneration shall include the costs of using another technology including in particular labour and material costs.
- III.4.2. If Kaeser considers that performance of the additional works, not covered by the agreement is necessary, then Kaeser shall notify the Customer about this fact. The Customer may also file with Kaeser a proposal to perform additional works, and Kaeser may accept such a proposal. Parties shall agree in detail on the scope of additional works that have to be performed by Kaeser, the deadline of such works, remuneration due to Kaeser for the additional works and terms of payment of such remuneration.
- III.4.3. If Kaeser finds out that in order to construct the Installation it is necessary to change the technology or perform promptly any of the works not covered by the Agreement and therefore it is not possible to make arrangements referred to in Clauses III.4.1. and III.4.2., Kaeser shall change the technology or perform such additional works promptly without making arrangements, referred to in Clauses III.4.1. and III.4.2, and then shall notify the Customer about taking such actions. The remuneration due to Kaeser in relation to the change of technology or the additional works, as described above, shall be determined pursuant to Kaeser's price list.

III.5 ACCEPTANCE OF THE INSTALLATION

- III.5.1. The Installation completed by Kaeser shall be subject to acceptance after Kaeser has notified the Customer about its readiness to perform such acceptance. The Parties shall jointly set the date of acceptance. However, the date of acceptance should be set on a date falling within 7 days from the date of notifying the Customer about readiness to perform such acceptance.
- III.5.2. The Parties shall draw up an acceptance certificate which shall include comments on the installation and Machine (the **Acceptance Certificate**). Kaeser, upon signing the Acceptance Certificate, shall additionally hand-over to the Customer documents specified in Clause II.2.5 and post construction documentation in Polish language.
- III.5.3. If the Parties have not agree on the Installation acceptance date or the Customer failed to sign the Acceptance Certificate, as of 8th day following the notification by Kaeser about readiness to perform Installation acceptance: (i) a 14-day deadline, referred to in Clause III.7.2, starts to run, (ii) until the total payment of Price, the Customer bears the risk of accidental loss or damage of the Installation, (iii) all the payment deadlines concerning remuneration for the construction of Installation, Prices or its parts, which in accordance to the Confirmation of the Order would be due from the date of the acceptance of the Installation, or the date of the signing of the Acceptance Certificate start to run, (iv) the term of the quality warranty for the latent physical defects specified in Clause III.8.1. starts to run.

III.6 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- III.6.1. The Parties agree, that the Customer's duties, apart of those under other provisions of the General T&C, shall include:
- (a) obtaining from the competent administrative bodies, or other entities, all decisions, permits and authorizations necessary in construction of the Installation and operation of the Installation and the Machines, and also informing Kaeser about the progress of procedures related to obtaining such decisions permits and authorizations;
 - (b) authorizing the person indicated by Kaeser, upon Kaeser's request, to act on behalf of the Customer to obtain decisions, permits and authorizations necessary to construct the Installation and for the operation of the Installation and Machines;
 - (c) informing Kaeser's personnel and subcontractors about all rules and regulations, instructions and other internal regulations of the Customer that may have impact on the performance of Kaeser's obligations under the General T&C and Confirmation of the Order,;
 - (d) supplying Kaeser with electricity, water, gas and other services necessary to construct the Installation; Kaeser is not obliged to pay for the consumed electricity, water, gas, nor for any other services it used; providing Kaeser personnel and subcontractors

access to sanitary premises and providing protection of the Construction Site and Machine until the date of the acceptance of the Installation;

- (e) unloading and transporting to the Construction Site the delivered Machines and Materials, by means of suitable machinery and equipment;
- (f) indicating and providing Kaeser with access to the place of disposal of waste produced in relation to the performance of obligations under the General T&C and Confirmation of the Order; Pursuant to Article 3.1.32 of the Waste Act dated 14 December 2012, the Parties agree that the waste producer, referred to in the Act, with regard to the waste produced as a result of the performance of the agreement, shall be the Customer.

III.7 DEFAULT UNDER THE AGREEMENT

- III.7.1. In the event of the non-performance or improper performance of the agreement, Clauses II.5 and III.7 apply.
- III.7.2. In the event of the delay in: (i) handing-over of the Construction Site exceeding 14-days, (ii) failing to remove shortcomings specified in the Hand-Over Protocol within 14-days from the date of signing the Hand-Over Protocol or (iii) delay in the acceptance of the Installation exceeding 14-days, Kaeser is entitled to set an additional 3-day period for the Customer to fulfill abovementioned obligations, with the reservation that upon the ineffective expiration of the 3-day period Kaeser shall be entitled to withdraw from the agreement. Upon the ineffective expiration of the 3-day period Kaeser shall be entitled to withdraw from the agreement and shall be entitled to contractual penalty in the amount of 15% of the Price.

III.8 INSTALLATION QUALITY WARRANTY

- III.8.1. Kaeser undertakes to remedy free of charge: (i) visible defects of the Installation specified in the Acceptance Certificate and (ii) latent defects of the Installation, if the defects emerge within 12 months of the day of acceptance of the Installation and shall be notified by Kaeser on writing within 3-days of the date of finding them. Failure to notify the latent physical defect within the specified period shall cause forfeiture of any warranty rights with regard to those defects.
- III.8.2. Provisions of the Clause II.6 apply accordingly to the quality warranty. Kaeser's liability for the Installation's defects under civil law warranty (*reklamacja za wady*) shall be excluded.

IV. COMMON PROVISIONS

IV.1 WITHDRAWAL AND CONTRACTUAL PENALTY

- IV.1.1. Every right to withdraw from the agreement, in particular specified in General T&C, allows Kaeser to withdraw from the agreement in whole or in part at Kaeser's discretion. Kaeser may in particular withdraw from the agreement: (i) in part concerning construction of the Installation and simultaneously do not withdraw from the agreement as to its part concerning sale of the Machine; (ii) in part concerning non-performed stages of works concerning construction of the Installation, or (iii) in part concerning sale of some of the Machines.
- IV.1.2. Kaeser may seek damages exceeding the amount of any contractual penalty specified in General T&C or in the Confirmation of the Order. Withdrawal from the agreement shall not release the Customer from the obligation to pay any contractual penalty stipulated in the General T&C or in the Confirmation of the Order.
- IV.1.3. Any right of withdrawal from the agreement specified in the General T&C may be exercised within two years from the date when the agreement was concluded.

IV.2 FORCE MAJEURE

- IV.2.1. Neither Party shall be liable for any damage caused by an event of force majeure. For the purposes of the agreement, occurrence of the force majeure means any event beyond the control of the Parties and preventing the Parties from the performance of their obligations, provided that such event could not have been foreseen at the moment the obligation in question arose and that the Party which incurred it could not have avoided or overcome such event or its consequences (**Force Majeure Event**). The lack of funds shall not be regarded as a Force Majeure Event.
- IV.2.2. The occurrence of a Force Majeure Event shall release the Party concerned from its obligations under the agreement, for the duration of such Force Majeure Event or for the period necessary to remove its consequences. The above provision shall not apply to the obligation to

pay the amounts which became due before the occurrence of the Force Majeure Event. The Party invoking the occurrence of a Force Majeure Event shall immediately notify the other Party in writing of such occurrence and shall provide a description of the event, its grounds and consequences as well as its expected duration.

- IV.2.3. The Party unable to perform its obligations under agreement due to a Force Majeure Event shall use its best efforts to eliminate or overcome the consequences of such event.

IV.3 FINAL PROVISIONS

- IV.3.1. Liability of Kaeser towards the Customer is limited to PLN 1,000,000. Kaeser is not liable for the lost profit of the Customer and the Customer's loss resulting from the Customer's obligation to pay to third parties any contractual penalties.
- IV.3.2. In case any of the events indicated in Clause II.6.6 or III.8.2. in accordance with Clause II.6.6 occurs: (a) Kaeser is not liable in respect of the defects of the Machine or Installation and (b) any rights of Customer concerning the defects of the Machine or Installation based on any legal grounds are excluded.
- IV.3.3. Limitation of liability of Kaeser indicated in Clause IV.3.1 and IV.3.2: (a) does not apply to damage caused by Kaeser's willful misconduct, (b) applies to any event or damage arising in relation to or as a result of performance or non-performance of the Agreement and (c) applies to liability based on any legal grounds.
- IV.3.4. Kaeser informs the Customer, that Kaeser is a personal data controller of the Customer's personal data obtained in relation to conclusion of this Agreement. The above provision applies to the Customer who is a natural person and operates the business, including a partner of a partnership. Detailed information regarding the processing of personal data by Kaeser can be found on Kaeser's website www.kaeser.pl, in a section "Information regarding the processing of personal data – RODO".
- IV.3.5. The prior written consent of Kaeser shall be required for any assignment to a third party of any rights accruing to the Customer against Kaeser hereunder, otherwise being null and void.
- IV.3.6. Kaeser may commission subcontractors to perform Kaeser's obligations arising out of the agreement.
- IV.3.7. Any and all notices as well as other correspondence related to the agreement shall be served to the other Party by e-mail, by fax, by registered mail or by a reputable courier service to the numbers and the addresses as specified in Confirmation of the Order, to the e-mail addresses specified in the course of correspondence between the Parties, or to the addresses specified in entrepreneur register.
- IV.3.8. Any disputes arising out of or in connection with this agreement shall be settled by the competent court of the Kaeser's seat in Warsaw.
- IV.3.9. General T&C as well as the agreements to which General T&C are applicable shall be governed by the laws of the Republic of Poland. Any amendments to the General T&C shall be made in writing, otherwise being null and void. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980, CISG) is excluded, to the agreements concluded pursuant to the General T&C.
- IV.3.10. The General T&C enter into force as of 10 November 2025.