

## GENERAL TERMS AND CONDITIONS OF SALE

### I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale constitute an integral part of the contract for the sale of goods and services offered by KAPEO Laser Sp. z o.o. with its registered office in Młciszewice (83-321), at ul. Strażacka 3, KRS NIP REGON

2. Definitions used in the General Terms and Conditions of Sale of KAPEO Laser Sp. z o.o.

GTCS – General Terms and Conditions of Sale

Seller / KAPEO Laser Sp. z o.o. – KAPEO Laser Sp. z o.o. with its registered office in Młciszewice(83-321), at ul. Strażacka 3, KRS NIP REGON

Purchaser / Buyer / Customer – a legal person, a natural person, as well as an organizational unit without legal personality, conducting business activity, which addressed to KAPEO Laser Sp. z o.o. a commercial inquiry or order regarding the products and services included in the offer. The Purchaser/Buyer/Customer making a purchase each time declares that it makes a purchase in connection with its business activity.

Order / contract – a written statement submitted by the Purchaser to KAPEO Laser Sp. z o.o. containing the necessary elements of the sales contract, in particular the type of product, quantity and its price.

Goods - all movable goods as well as services and sale of goods:

- a) sale, within the meaning of the Act of April 23, 1964 - the Civil Code;
- b) replacement, within the meaning of the provisions of the Civil Code;
- c) delivery, within the meaning of the provisions of the Civil Code;
- d) donation, within the meaning of the provisions of the Civil Code;
- e) release in exchange for Receivables
- f) release in place of the Cash Benefit;
- g) release in exchange for the performance of a specific action;

h 3. The GTCS constitute an integral part of the contract for the sale of goods and services. Any deviations and amendments to the GTCS will be made in writing to be null and void. The Purchaser is obliged to read the GTCS before placing an order. Placing an order by the Purchaser is deemed to be acceptance of the GTCS by the Purchaser at the time of placing the order. Partial or total receipt of goods or services is tantamount to acceptance of the GTCS.

j 5. In the scope of the Sale, the use of any contractual forms other than the GTCS is excluded, in particular the general terms and conditions of contracts, forms of contracts and regulations used by the Purchaser, the Seller's lack of explicit objection to the use of any provisions of contractual forms other than the GTCS, as well as the actual release of the Goods or the performance of the service by the Seller, may not be interpreted as acceptance of contractual forms other than the GTCS.

k 6. The Parties may exclude the GTCS in whole or in part, as well as amend some of their provisions, only in writing to be null and void. An amendment to the GTCS or separate arrangements only apply to the relevant commercial transaction.

l 7. The GTCS are made known to and accepted by the Purchaser at the latest when placing the order. The GTCS are available on the website [www.kapeolaser.pl](http://www.kapeolaser.pl). Placing an order is tantamount to accepting the GTCS.

### II. CONCLUSION OF THE CONTRACT

1. The Sales Contract is concluded when the Purchaser who is an entrepreneur places an order in writing or via e-mail and its acceptance by the Seller. The person signing the order guarantees that he or she is authorized to place orders on behalf of the Purchaser and bears personal responsibility to the seller for this. The order is considered accepted at the moment of sending to the Purchaser confirmation of the order by the Seller via e-mail sent to the e-mail address indicated by the Purchaser. Lack of confirmation of acceptance of the order for execution does not mean its non-acceptance, while failure to accept the order for execution takes place after sending the Purchaser clear information about its non-acceptance.
2. Upon the first order, the Purchaser will provide copies of documents confirming the status of an entrepreneur (entry into the register of economic activity or the National Court Register, NIP certificate, REGON certificate and financial documents such as Balance Sheet and PLA for the indicated period).
3. KAPEO Laser Sp. z o. o. reserves the right to refuse to accept the order without giving a reason within 5 working days from the date of receipt of the order. Cancellation of the order by the Purchaser requires the same form on the basis of which the order was placed and must be made within 24 hours of placing the order. Cancellation of the order after 24 hours results in the imposition of a financial penalty on the Buyer in the amount of 10% of the value of the cancelled order. If the ordered goods have already been made, KAPEO Laser Sp. z o. o. the entire agreed gross price in accordance with the orders is due.
4. Placing an order does not bind the Seller and the lack of a response from the Seller will not mean "tacit acceptance" of the order, unless the Seller immediately proceeds to its performance.
5. If the Seller accepts the Purchaser's order with any reservations, the Purchaser will be bound by the content of these reservations.
6. Acceptance of the order does not bind the Seller even if the total liabilities of the Purchaser to the Seller exceeded the amount of the trade credit granted to the Purchaser by the Seller or if the Purchaser is in arrears with payment to the Seller of any receivables.
7. The order completion date is not more than 30 days from the date of confirmation by the Seller

of acceptance of the order, unless by confirming the acceptance of the order the Seller indicates a different date.

8. In the event of a delay in the release of the goods, independent of the Seller, the deadline for implementation

of the order is extended for the duration of the obstacle preventing the Seller from timely execution of the order. In the event of a delay in the release of the Goods, the Seller will immediately inform

the Purchaser about the reason for the delay and the new expected date of the order.

9. All prices given in the offers are net prices (not including the tax on goods and services).

10. The prices quoted in the Offers are binding to the extent specified in the offer. If the period is not given, they are assumed to be valid for 24 hours from the date of announcement of the Offer.

11. Unless the parties have agreed otherwise, the ex-works price of the Seller's warehouse will apply.

12. Any changes in the value of the order after its submission require separate arrangements will be made in writing to be null and void.

13. KAPEO Laser Sp. z o.o. is not obliged to check whether the provided

technical documentation (drawings, templates and designs) violate the

intellectual property rights of third parties. The Purchaser is be liable to authorized third parties whose

intellectual property is violated or threatened with violation.

14. In addition to the regulations contained in the GTCS, KAPEO Laser Sp. z o. o. allows

the possibility of concluding individual contracts and reserves the right to accept orders in part and to reject them without giving any reason.

15. Deviations or amendments to the GTCS apply only once to a given commercial

transaction, unless otherwise agreed in writing under pain of nullity. However,

deviations or amendments to a one-time order/transaction will be made in

writing to be null and void.

16. If the Purchaser provides materials to perform the contract, KAPEO Laser Sp. z o. o.

is obliged to make products from materials provided by the Purchaser only if the

contract so provides, in other cases it is entitled to use other materials with parameters

corresponding to the materials provided by the Purchaser. If the material

provided by the Purchaser does not have the properties necessary for the proper

manufacture of the products or the material has defects, as a result of which machines

or devices will be damaged during the production of the products, then the Purchaser will repair the damage caused within seven

days of being called by KAPEO Laser Sp. z o.o.

17. The Seller is not liable for changes in the characteristics provided by the Purchaser of the material, caused by its shaping, made in accordance with the order.

18. If the subject of the contract and/or the quantity changed by mutual written consent in the scope of changing the accepted order, as well as if there were changes to any other terms of this order, .

KAPEO Laser Sp. z o. o. reserves the right to change the price of the item.

### III. INFORMATION ON GOODS, OFFERS AND PATTERNS

1. Notices, advertisements and catalogues about the goods offered by the Seller are for information only. The patterns and samples released by the Seller are of the nature of illustrative and exhibition materials.

2. By accepting the order / concluding the contract, KAPEO Laser Sp. z o.o. obliges to provide products and services in accordance with the Purchaser's order. The Seller is not be liable for the correctness of the selection of the ordered product in a specific application by the Purchaser or its further contractors.

3. KAPEO Laser Sp. z o.o. - if the technical documentation provided by the customer does not state otherwise - reserves the margin of tolerance of accuracy for the performance of products in accordance with

applicable tolerances according to DIN ISO 2768cL.

4. Attestations, certificates, declarations of conformity or other documents confirming the quality of the goods are attached

to the delivered goods or are sent electronically, if such a requirement is marked in the order or contract. The Seller does not verify technical information contained in attestations, certificates and other documents certifying the quality.

5. The Seller reserves that in the case of products made of corrosion-resistant steel, defects provided for in the standards may not be excluded. For this reason, the Purchaser obliges to subject these products to the appropriate tests required by Polish law before using them.

### IV. PAYMENT AND DELIVERY TERMS

1. Prices for goods offered by the Seller do not include VAT, unless indicated otherwise.

2. The invoices issued by the Seller are payable on the date indicated on the invoice. Payment date is the date of crediting the account of KAPEO Laser Sp. z o.o. or the date of issuing the KP (the box office will accept). The payment period is 14 days from the date of issuing the invoice.

3. Unless other payment terms have been agreed in writing to be null and void, the Customer is obliged to make a 100% prepayment for the purchase price or service within 2 working days from the date of acceptance of the order for implementation by KAPEO Laser Sp. z o.o.

4. The Customer should make payments to KAPEO Laser Sp. z o.o. in the agreed currency, and the date of payment is the date of crediting the amount on the bank account of KAPEO Laser Sp. z o.o.

5. The Customer is not entitled to withhold payment due to guarantee or complaint claims, as well as make any deductions from the claims that are due to KAPEO Laser Sp. z o.o. from the Customer.

6. In the event of a delay in payment by the Purchaser or other actions to the detriment of the Purchaser –

KAPEO Laser Sp. z o. o. reserves the right to suspend deliveries or services until the obstacle is removed.

6a. In the event of failure to meet the payment deadline by the Purchaser, KAPEO Laser Sp. z o.o. is entitled to charge maximum interest.

6b. In the event of a delay in the payment of receivables resulting from more than one invoice, KAPEO Laser

Sp. z o.o. has the right to credit each payment of the Purchaser, first of all for interests for delay, and then for receivables with the earliest due date, regardless of the different instructions submitted by the Purchaser.

7. If there is a reasonable basis to believe that the Purchaser will not meet its payment obligation in whole or in part, the Seller has the right to demand payment of the entire amount due or

granting certain guarantees or payment security, immediately, including even before the delivery of the goods and regardless of the previously agreed payment date.

8. Submission by the purchaser of any objections, comments or complaints and their consideration will not affect the maturity of the Seller's receivables.

9. If the Purchaser orders the product and then fails to accept it or otherwise fails to comply with the provisions of the contract, KAPEO Laser Sp. z o. o. has the right to

demand the entire price in accordance with the order in the gross amount. In this case, any prepayments made by the Purchaser

regarding this order will be credited towards the aforementioned price.

10. The date of receipt of the completed order by KAPEO Laser Sp. z o.o. is set by the parties for 7 days.

In the event of a delay in acceptance, the Purchaser may be charged with storage costs, subject to other rights of the Seller.

11. If the Goods are prepared for loading and are not collected by the Purchaser within the deadline set by the parties, the Seller will charge the Purchaser with the costs of its storage, not less than 10.00 PLN for one pallet per day.

12. For the Seller's costs referred to in point 11, the Seller will issue an invoice to the Purchaser with a 7-day payment period.

13. In the case of sales outside of Poland. The Purchaser is obliged to provide the required documents confirming that the goods have been delivered to the place of destination, under pain of charging it by the Seller with the amount of VAT.

14. In the event that for a period of 30 days the elements made in accordance with the order and specification sent by the customer are not collected by him, KAPEO Laser Sp. z o. o. introduces a detail liquidation procedure (scrapping, disposal, etc.), and the customer is obliged to pay for custom-made elements.

15. If the order is settled in a currency other than the Polish zloty, then, unless the parties agree otherwise, the invoice values are determined on the basis of the average exchange rate of the National Bank of Poland on the day preceding the issue of the invoice.

16. The final price of the goods is determined based on the prices in force at the Seller on the day of placing the order.

17. Any rebates, discounts, etc. provided by the Seller require individual written arrangements.

18. The costs and method of delivery of products to the Purchaser and additional services are determined individually when accepting the order. In the absence of any arrangements, it is assumed by default that the receipt of the goods will be at the registered office of KAPEO Laser Sp. z o.o.

19. Unless otherwise specified in writing, the risk of delivery of the goods, damage or loss will pass to the Purchaser at the time of handing over the goods to a person authorized to receive the goods, including the forwarder

or the carrier.

20. The delivery made within 3 working days from the confirmed date is considered to be delivered on time.

21. The Seller will make every effort to ensure that the goods are properly packaged. Materials used for

packaging will be included in the Seller's own costs and will not be refundable except for pallets. The Seller may collect a deposit for returnable pallets in the amount specified with the Purchaser.

22. Packaging, preservation or marking requirements other than standard and related costs will be agreed in writing to be null and void no later than at the stage of accepting the order.

#### V. COMPLAINTS NOTIFICATION

1. The Purchaser is obliged to examine the delivered goods in terms of quantity and quality immediately after receiving it.

2. The Seller is obliged to deliver the Goods in accordance with the Purchaser's order and it not liable for its further use. The Seller will in no case release the Purchaser from the obligation to check the Goods provided by the Seller for suitability for the envisaged methods of processing and use. The Purchaser obliges to use and process the Goods only at its own risk.

3. The Purchaser that has not checked the Goods and has led to the use or processing of the Goods, makes it at its own risk and the financial losses incurred in connection with such action are covered by its own.

4. Reporting any quantitative and qualitative complaints must take place immediately after receipt of the goods, but not later than within 24 hours from the date of receipt of the goods, under pain of loss of allowances for quantitative and qualitative derogations. When considering quality complaints, their validity will be assessed including the technical standards in force.

5. A prerequisite for considering a complaint is to ensure the unambiguous traceability of

the product confirming its origin with KAPEO Laser Sp. z o.o., as well as a detailed description of the defect / lack and submission of evidence to support the fact of the defect / lack in the form of digital photos or test / measurement results, according to the scope of the complaint notification.

6. The questioned goods should be available in unprocessed form at the disposal of KAPEO Laser Sp. z o. o. throughout the duration of the complaint, until its completion, i.e. sending information by the

Seller. The duration of the complaint is determined individually for each complaint and varies from 30 to 90 days.

7. If the complaint is considered justified, KAPEO Laser Sp. z o. o. may, at its discretion, either replace the product with a new one, free from defects, or remove the defect. Consideration of the complaint in the manner described above precludes the possibility of demanding further compensation.

8. If only some of the goods delivered and sold are defective and can be separated from the goods free from defects, the Purchaser's right to cancel the order or withdraw from the contract regarding the execution of his order is limited only to defective goods.

9. Until the final consideration of the complaint, the Purchaser is obliged to store the claimed goods in a proper manner, preventing their possible damage or shortages.

10. KAPEO Laser Sp. z o.o. is not liable for damages caused during unloading the goods. KAPEO Laser Sp. z o.o. is also not liable for damages caused due to improper use or storage of the goods by the Purchaser.

11. The product returned to KAPEO Laser Sp. z o.o. is subject to quantitative and qualitative control. KAPEO

Laser Sp. z o. o. reserves the right to refuse to accept the returned product in the event of finding of damage to the product to a greater extent than it results from the complaint.

12. Quantitative and/or qualitative questioning of the goods does not entitle the Purchaser to withhold payments for completed deliveries.

13. KAPEO Laser Sp. z o.o. is released from liability under the guarantee and warranty for defects of the



goods. The procedures referred to in points 1 to 12 above are of an instructional nature, implementation of

the rights of the Customer under the guarantee and warranty each time depends on the decision of KAPEO Laser Sp.

z o.o. They will constitute its goodwill considering the Customer's claim.

## VI. FINAL PROVISIONS

1. KAPEO Laser Sp. zo.o. reserves the right to own the item sold until full payment of the price.

2. By concluding the contract, the Purchaser accepts the GTCS and agrees to the collection and processing of its

personal data by KAPEO Laser Sp. z o.o. in order to perform the order as well as for marketing related to its activities.

2a. The Purchaser is entitled to all rights in accordance with the provisions of the Act of August 29, 1997, on personal data protection, the Journal of of Laws of 2002, no. 101, item 926, as amended, in

in particular, the right to inspect its own data.

3. In the event of legal ineffectiveness or invalidity of individual points of the GTCS, the remaining provisions and orders implemented on their basis will remain in force. The parties will endeavour to agree on an effective replacement of the ineffective or invalid provision, which will reflect its meaning and intent.

4. The parties submit to the legal relationship between them under Polish law.

5. The Civil Code will be applied for the issues uncovered by these terms and conditions.

6. If individual provisions of these terms and conditions are found to be invalid, this will not affect the validity of the remaining provisions, unless the parties agree otherwise.

7. If due to force majeure it is not be possible for KAPEO Laser Sp. z o. o. to execute the Purchaser's order in accordance with the contract, KAPEO Laser Sp. z o. o. is entitled to postpone the delivery date

until the cessation of force majeure and its effects, and if the end of the resulting obstacles cannot be determined, then it is entitled to partially or fully

withdraw from the contract without further obligations arising therefrom. Postponement of the delivery date

and partial or complete withdrawal by KAPEO Laser Sp. z o. o. from the contract does

not create grounds for pursuing any claims by the purchaser, including damages.

8. Violation by KAPEO Laser Sp. z o. o. of obligations arising from the contract with the Purchaser does not entitle the Purchaser to withdraw from all contracts between the parties.

9. The court competent to settle disputes arising from contracts concluded on the terms set out in these terms and conditions is the court competent for the seat of KAPEO Laser Sp. z o. o

10. The Purchaser is obliged to immediately notify KAPEO Laser Sp. z o.o. about each change of the registered office of the company, the legal form of the business and the address to deliver

correspondence. Failure to give notice results in service being effected in accordance with the data contained in the order is considered effective.

11. KAPEO Laser Sp. z o.o. is entitled to make amendments to the GTCS. Amendments apply to the Parties from the moment of delivery to the Purchaser in such a way that the Purchaser could become acquainted with their content.

CEO

Robert Roda