



## GENERAL TERMS AND CONDITIONS OF SALES at Rockfin Sp. z o.o.

### 1. GENERAL PROVISIONS:

- 1.1. These General Terms and Conditions of Sales (hereinafter referred to as GTCS) shall apply to all contracts concerning sales and deliveries of Goods (hereinafter referred to as Contract) made between Rockfin Sp. z o.o. (hereinafter referred to as CONTRACTOR) and third parties (hereinafter referred to as CLIENT).
- 1.2. Whenever Goods are mentioned in these GTCS, they shall be understood as materials, semi-finished products, and finished products that are sold or delivered to the CLIENT by the CONTRACTOR under a Contract.
- 1.3. The CONTRACTOR shall give a quotation to the CLIENT for the sale / delivery of Goods to the CLIENT. If the quotation is accepted by the CLIENT, the CLIENT shall place an order to the CONTRACTOR in writing. If the order is different from the content of the quotation that has been given by the CONTRACTOR, it shall be recognised as a request for quotation from the CLIENT, in response to which the CONTRACTOR may, at his discretion, submit another quotation or withdraw from negotiations. The lack of response from the CONTRACTOR shall be deemed to be the withdrawal from negotiations.
- 1.4. A written confirmation by the CONTRACTOR of all elements of an order shall be required for the effective execution of a Contract. A Contract shall be executed upon such a confirmation.
- 1.5. For the avoidance of doubt, until a Contract is executed, no quotation, request, order or other declarations shall be binding for the CONTRACTOR.
- 1.6. If there are any contradictions between individual documents that form a Contract and that cannot be resolved, the hierarchy of documents shall be as follows in this order: an order confirmed by the CONTRACTOR, a quotation, a framework agreement (if executed between the parties), and these GTCS. Any and all amendments to a Contract shall be in writing or shall be otherwise null and void.
- 1.7. The remuneration for the goods mentioned in the purchase order/offer/agreement is always net value. The Buyer agrees to pay VAT, in case it is applicable according to tax law regulations.
- 1.8. According to the provisions of the tax law applicable to the Seller, the 0% VAT rate for the delivery of goods depends on the receipt of documents from the Buyer, provided not later than 30 calendar days after the day of despatch from Seller location. The documents must confirm the export of goods from the Republic of Poland's territory and the receipt of goods by the Buyer. If the goods are exported outside the UE, further export documents should be linked to the Seller's sale documentation (presenting information that enable to identify the goods, ie: invoice numbers). If the Buyer fails to confirm the delivery of the goods or identification of the goods in case of further export, the Seller will request the Buyer to provide documents required by law. The documents are necessary for Seller to have the right to apply the 0% VAT rate for this transaction.
- 1.9. If, despite the Seller's request described in point 2, the Buyer does not provide the Seller's documents in the next 14 calendar days, the Seller will be obliged to correct the sales invoice by adding the due tax on goods and services (VAT) to the net price.
- 1.10. If the Buyer, despite the expiry of the regulatory deadline indicated in the sales invoice, does not pay in 30 days the Seller the amount as shown on the invoice: net plus value added tax, that the Seller was obliged to add in accordance to applicable tax law, the Seller shall charge the Buyer a contractual penalty in the amount of tax on goods and services (VAT) paid by the Seller to the tax authorities in Poland.
- 1.11. Regardless the possibility of charging a contractual penalty, the Seller may claim supplementary compensation from the Buyer on general terms.

### 2. REMUNERATION:

- 2.1. A payment of remuneration shall be made under a VAT invoice issued by the CONTRACTOR. A maturity date shall be 30 days of the date of issuing a VAT invoice. All amounts that result from the Contract shall be net amounts.
- 2.2. The CLIENT shall not have the right to offset his claims against claims of the CONTRACTOR. The CLIENT shall not be authorised either to retain, withhold, or suspend payments of any parts of remuneration.

- 2.3. The CONTRACTOR shall have the right to change the amount of remuneration set forth in the Contract if changes occur in the structure of costs due to factors that are out of direct control of the CONTRACTOR, such as changes of tax or customs rates or other fees that affect the sold Goods.
- 2.4. A date of paying the remuneration shall be the date of crediting a due amount on the CONTRACTOR's bank account.

### **3. TECHNICAL DOCUMENTATION:**

- 3.1. No folders, brochures, catalogues, etc. shall be binding and shall not constitute an offer or a part of an agreement between the parties.
- 3.2. Intellectual property rights, including copyrights that concern, either directly or indirectly, the Goods, their parts, appurtenances or other types of elements that are the object of a Contract, in particular the rights to documentation, a source code of software, or a title to software, regardless of whether they are a part of Goods or a separate element, shall remain the property of the CONTRACTOR or another entity being a subcontractor or supplier of the CONTRACTOR. For the avoidance of doubt, the CLIENT shall not acquire any intellectual property rights under the Contract.
- 3.3. The CONTRACTOR shall not be liable for the adequacy, completeness or correctness of any data, information or documentation received from the CLIENT.

### **4. PACKING AND TRANSPORT:**

- 4.1. The costs of packing shall be included in the price, and packing shall not be returnable. Standard packing shall be applied.
- 4.2. The transport of Goods shall be Ex Works (EXW) the registered office of the CONTRACTOR (INCOTERMS 2010).

### **5. TRANSFER OF RISK AND TITLE:**

- 5.1. The risk of losing or damage to Goods shall be transferred to the CLIENT as soon as they are made available to a carrier, a shipper, or another entity that delivers the shipment to the CLIENT from the registered office of the CONTRACTOR.
- 5.2. If the CLIENT fails to receive Goods, the CONTRACTOR shall have the right to transfer them for storage at the cost and risk of the CLIENT.
- 5.3. The title to Goods shall be transferred to the CLIENT upon the payment of the whole remuneration due to the CONTRACTOR.

### **6. PERFORMANCE OF CONTRACT:**

- 6.1. The date of performing the Contract by the CONTRACTOR shall be the date when the CONTRACTOR notifies the CLIENT of the readiness to make Goods available at the registered office of the CONTRACTOR.
- 6.2. If, in line with an agreement made in writing between the CLIENT and the CONTRACTOR, the CONTRACTOR remains responsible for the organization of transport, the date of performing the Contract by the CONTRACTOR shall be the date of making the shipment available by a carrier, shipper, or another entity that delivers it to a site agreed upon between the Parties.

### **7. WARRANTY:**

- 7.1. The CONTRACTOR warrants the good quality of Goods and the CONTRACTOR shall give a warranty for the period of 12 months from the date of commencing their operation, but for not more than 24 months from the date of performing the Contract. The condition for the validity of warranty shall be the assembly of Goods, their start-up and operation according to the technical and operational documentation of the device. The CONTRACTOR may supervise the assembly of Goods that are the object of the Contract. The granted warranty shall expire if the CLIENT or a third party carry out a repair or modification of Goods without written consent of the CONTRACTOR.
- 7.2. The warranty given by the CONTRACTOR shall not include any losses or damage that result from normal wear, improper maintenance or storage, the failure to follow the operational manual, the improper or excessive operation, the impact of harmful chemical agents or electrolytes, water containing sand, stone sediments or contaminated, corrosion, erosion, cavitation, etc., defective foundations, building and assembly work that is not carried out by the CONTRACTOR and for other reasons that are out of his control.

7.3. If Goods are made even with a partial use of materials delivered by the CLIENT, the warranty of the CONTRACTOR shall encompass exclusively the conformity of Goods to the documentation provided by the CLIENT. In the above-mentioned instance, sections 7.1 and 7.2 of GTCS shall not be applicable.

## **8. SANCTIONS:**

- 8.1. A contractual penalty for delay of the CONTRACTOR in the performance of the Contract shall amount to 0.5% for every full week of delay to the deadlines indicated in section 6 GTCS, however maximum 5% of net price. A contractual penalty shall be payable within 14 days of a request for its payment.
- 8.2. If the CLIENT withdraws from the Contract for reasons that are out of control of the CONTRACTOR, the CLIENT shall pay the agreed remuneration net of any expenditures that the CONTRACTOR has avoided by not completing work.
- 8.3. If the CLIENT is in arrears with any payments to the CONTRACTOR, the CONTRACTOR, having requested the CLIENT in writing for a payment within 7 days of the receipt of the request, shall have the right to withdraw from the Contract and the right to file claims against the CLIENT for damages due to the incurred loss. The withdrawal from the Contract shall be in writing or shall be otherwise null and void.
- 8.4. If work is to be performed by the CONTRACTOR in parts, the CONTRACTOR shall have the right to suspend the fulfilment of his obligation (which shall not mean a delay of the CONTRACTOR) in the following instances:
  - if the CLIENT is in arrears with a payment of remuneration due to the CONTRACTOR for the part of performance that has been completed before, or
  - if due to the financial standing of the CLIENT there are concerns about a timely payment of the remuneration due to the CONTRACTORfor a consecutive delivery. In this instance, the CONTRACTOR shall be also authorised to request the other party of the Contract to establish a security at the CONTRACTOR's discretion.
- 8.5. If the CLIENT is in arrears with payments to the CONTRACTOR due to any previous services or deliveries, the CONTRACTOR shall be authorised to recognise that the payment of such amounts is doubtful due to the financial standing of the CLIENT and to suspend the performance of any consecutive work until the payment of any overdue amounts.
- 8.6. If any work that is to be performed by the CONTRACTOR is to be carried out in parts, the CONTRACTOR shall have the right to withdraw from the Contract in the part that has not been performed if the CLIENT is in arrears with payments of remuneration or a price due to the CONTRACTOR for more than 7 days of a maturity date, unless the CLIENT has established a security for the CONTRACTOR by a deadline set in a request.

## **9. LIABILITY:**

- 9.1. The liability of the CONTRACTOR for damages to the CLIENT due to any titles shall not encompass any indirect or consequential losses, including lost benefits/profits, costs of purchasing replacement capacities, costs of financing a credit, weakening or losing a market position. Notwithstanding the above, the value of the contractual liability of the CONTRACTOR towards the CLIENT under a Contract shall never exceed 10% of a net amount of remuneration under a Contract.
- 9.2. The CONTRACTOR shall not be liable for any damage or defects caused by the wear as a result of ordinary operation, materials or workmanship performed or delivered by the CLIENT, workmanship according to specifications delivered by the CLIENT, the failure to follow the requirements of the CONTRACTOR with respect to storage, installation, operation or the environment, the lack of proper maintenance; any and all modifications or repairs that are not accepted in advance and in writing by the CONTRACTOR; the use of any unauthorised software or spare parts

## **10. FORCE MAJEURE:**

- 10.1. The parties are not liable, especially they are not obligated to pay contractual penalties or compensation claims for damages according to failure to perform or improper performance of the contract's obligations, due to delay in delivery, if they were caused by the events recognized as Force Majeure. The term " Force Majeure " is

understood as all unforeseen and independent of the will of the parties events, and those occurring after the conclusion of the Agreement, in such cases as: war, disasters, riots, embargoes, natural disasters, epidemics

10.2. The party affected to the "Force Majeure" shall notify the other party about the Force Majeure no later than 14 days from its occurrence in writing or by fax. The cessation of an "Force Majeure" should be promptly given to the other party. The deadline for fulfilling contractual obligations are extended by the duration of "Force Majeure".

10.3. Parties confirm, that they recognize as Force Majeure, also disease epidemic, including COVID-19 developed by Coronavirus SARS-CoV-2, occurring - subject to the sentence below - in the country of the CONTRACTOR's seat (Rockfin) or in countries of the subcontractor's seat (hereinafter referred to as "PLACE OF ACCURANCE OF FORCE MAJEURE"), which ones the CONTRACTOR has involved in the scope of the subject of the contract, to the extent preventing fulfilment of the contractual commitments. The parties confirm that as a Force Majeure - unpredictable and over which the CONTRACTOR had no influence - they will also treat the situation, including those on the side of subcontractors, although the signing and confirmation of the possibility of carrying out the order took place already at the date of the epidemic at the PLACE OF ACCURANCE OF FORCE MAJEURE, but the real impossibility of its implementation due to Force Majeure in the scope of the CONTRACTOR's obligations, arose late

## 11. COMMERCIAL SECRETS:

11.1. The CONTRACTOR and the CLIENT shall consider any and all information received from the other party or created by or obtained from that party due to the sales of Goods, including any technical, technological, financial, commercial, and organizational information, exclusive of the provisions of GTCS (any such information and data referred to hereinafter as 'Information') as confidential. The parties shall not disclose any Information to any third parties without prior consent of the other party given in writing. Data shall not be considered as Information, if a party can prove that they (i) were held by the party before the date of their first disclosure by the other party and are not subject to the non-disclosure obligation, (ii) are or become a part of public domain through no fault of the party or any of its employees or representatives, (iii) have been transferred to the party by a third party, if the third party had the right to hold and transfer such Information without the obligation towards the other party to maintain its confidentiality, or (iv) applicable rules of law require their disclosure, however only to the extent that complies with conditions and procedures provided for therein.

11.2. If a party, according to the requirements of law or a court or administrative order, is obliged to disclose any Information, it shall notify the other party to this effect as soon as possible, so that relevant protective measures can be taken against such a disclosure or so that the party may withdraw from the non-disclosure provisions of GTCS

## 12. FINAL PROVISIONS:

12.1. The CLIENT shall be authorised to assign his rights under the Contract exclusively by prior consent of the CONTRACTOR.

12.2. Any and all disputes that may arise between the CONTRACTOR and the CLIENT and are not governed in the Contract shall be governed by Polish law, subject to provisions of the Vienna Convention on Contracts for the International Sale of Goods from 1980.

12.3. These General Terms and Conditions of Sales shall be applicable from 1 October 2018.

12.4. GTCS shall replace any and all other general terms and conditions; therefore, no other general terms and conditions, regulations or similar documents used by the CLIENT shall be binding for the ONTRACTOR, unless the CONTRACTOR has accepted them in writing.