

General Terms and Conditions of Sales and Repair and Maintenance Agreements

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sales Agreements (hereinafter referred to as General Terms and Conditions) apply to all agreements under which the Purchaser, as an entrepreneur, purchases the product from FIAB and requests the provision of repair and maintenance services for FIAB and other brand devices.
- 1.2. The following phrases, when used in these General Terms and Conditions of Sales and Repair and Maintenance Agreements, shall have the meaning as defined below:
 - 1.2.1. FIAB means FIAB Spółka z ograniczoną odpowiedzialnością Bronisław Koziolkiewicz Spółka komandytowa, KRS [*Polish National Court Register*] 0000357875; NIP [*Polish Tax Identification Number*]: 8942999829, REGON [*Polish Business Registry Number*]: 021278590.
 - 1.2.2. 'Purchaser' means an entrepreneur who is either an addressee of the offer or the other party to an agreement. The Purchaser purchases the product or a repair and maintenance service from FIAB.
 - 1.2.3. 'Parties' means FIAB and the Purchaser.
 - 1.2.4. 'product' means equipment or ancillary items as specified in the offer or agreement.
 - 1.2.5. 'notification of manufacturing the product' or 'notification of the product's readiness for sending' means FIAB's statement made in any acceptable form to the Purchaser, informing that the product's manufacturing process has been completed, or that the product can be delivered. Whenever the General Terms and Conditions refer to a notification of manufacturing the product, the role of such a statement may also be performed by a notification of the product's readiness for sending.
 - 1.2.6. 'arrangement of delivery' means a set of actions relating to the carriage of the product prior to its release to the carrier, which include in particular: choice of a carrier or freight forwarder; conclusion of an agreement of carriage or freight forwarding agreement; payment of initial transport-related fees, and others.
 - 1.2.7. 'confidential data' means all information concerning the business activity and business plans of FIAB that has come into possession of the Purchaser and is not made generally available by FIAB. Confidential data include, in particular, any information about the construction and way of manufacturing of the product, information about the principles of construction and manufacturing of the product and other goods manufactured by FIAB, as well as other technical, economic, financial, accounting-related, commercial, legal, tax-related, or HR-related information.
 - 1.2.8. Repair and maintenance service: installation of machinery and software, diagnostic operations and failure removal, adjustment, inspections, repair and maintenance of equipment (both guarantee and post-guarantee), technical consultations (both remote and on-site), and technical trainings.
- 1.3. Should the Purchaser not clearly object to the content of the General Terms and Conditions, this shall be deemed as the Purchaser's acceptance of the whole General Terms and Conditions.
- 1.4. The current text of the General Terms and Conditions is available on FIAB's website with stipulation that, unless agreed and documented otherwise by the Parties, the binding version of the General Terms and Conditions is the version valid at the time of conclusion of an agreement.
- 1.5. The subject-matter of a sales agreement and offer is always a finished product, even if it needs to be manufactured at the time of conclusion of an agreement. The Purchaser does not have the authority to intervene in FIAB's technological process, nor are they authorised to give FIAB any instructions relating to the process of manufacturing.

2. AGREEMENT CONCLUSION PROCEDURE

- 2.1. The offer does not require to be signed by FIAB and it can be submitted in any form provided that it is recorded in writing. In particular, the offer may be submitted as electronic or written documents. The offer submitted in any other form shall not be binding and has no other effects. The offer may be expressed in any language.
- 2.2. Unless otherwise stipulated in the offer, the offer is a fixed-time offer valid for one (1) month (unless otherwise stipulated), and it may be withdrawn by FIAB before it is accepted.
- 2.3. Unless otherwise stipulated in the offer, the acceptance of the offer does not constitute the conclusion of an agreement, but makes it obligatory for both the Parties to conclude an agreement under the terms and conditions expressed in the offer. An agreement may be concluded in written or electronic form with scanned signatures of persons authorised for representation.
- 2.4. When an offer is accepted with reservations, this shall not constitute the acceptance of the offer and shall not obligate any party to conclude an agreement, but shall only constitute a proposal addressed to FIAB to suggest changes to the terms and conditions specified in the offer.
- 2.5. The acceptance of an offer may be submitted in written or electronic form with scanned signatures of persons authorised for representation.
- 2.6. The acceptance of an offer should be expressed in the language in which the offer was expressed.
- 2.7. An agreement is effective if it has been concluded in written or electronic form with scanned signatures of persons authorised for representation.
- 2.8. Should FIAB not respond to the proposal to conclude the agreement submitted by the Purchaser, or to the Purchaser's reservations in relation to the offer, this shall not be interpreted as agreeing to conclude the agreement under the terms and conditions specified by the Purchaser. The above principle also applies to the FIAB's regular counterparties.

3. PRICE

- 3.1. Unless otherwise stipulated in the agreement, the specified price is a net price. All taxes, customs duties and other fees incurred by concluding or performing the agreement shall be added to the price.
- 3.2. Unless otherwise stipulated in the agreement, the price is stated on the basis of the rule 'Ex Works (EXW) Wrocław, Poland' (Incoterms 2010).
- 3.3. If the agreement provides that the Purchaser must pay FIAB a specified amount for delivery of the product, the said delivery shall also be executed according to the rule 'Ex Works (EXW) Wrocław, Poland' (Incoterms 2010), with stipulation that the arrangement of delivery itself rests with FIAB. In that case, the amount paid by the Purchaser to FIAB for the delivery of the product shall be used as remuneration of FIAB for the arrangement of delivery and as refund of the costs incurred by FIAB in connection with the arrangement of delivery. The provisions of this Section also apply when the agreement provides that delivery of the product is included in the product price.
- 3.4. Unless otherwise stipulated in the agreement, the price does not include installation of the product, training of its future users, corrective maintenance, and any other similar services.
- 3.5. If the agreement provides that FIAB's obligations also include installation, and does not stipulate otherwise, FIAB shall bear the cost of travel and accommodation of persons who, on behalf of FIAB, provide the services of first installation and first training of operators of the product at the Purchaser's. The above rule does not apply to other services provided by FIAB, in particular repair and maintenance services, including any guarantee services.

- 3.6. The price specified in the agreement is the upper limit of FIAB's liability to the Purchaser for any non-performance or improper performance of a contractual obligation. The Parties exclude FIAB's liability for any loss of profits on the part of the Purchaser, as well as FIAB's liability for the negative contractual interest.

4. PAYMENT TERMS

- 4.1. The price shall be paid in the currency of the price stated in the agreement.
- 4.2. FIAB shall only initiate the manufacturing of the product, or the product shall only be purchased from a third party, if the first instalment of the price (prepayment) is paid. The product shall only be released to the carrier, or arrangement of delivery shall only take place, if the second instalment is paid. This also applies when the schedule of payments specified in the agreement is different than that provided in Section 4, with stipulation that if more than two instalments become payable to FIAB before the product is released to the carrier or before the arrangement of delivery takes place, then the product shall be released or the arrangement of delivery shall take place only when all the instalments have been paid prior to the said actions.
- 4.3. The product remains the property of FIAB until the whole price has been paid.
- 4.4. All bank transfer fees are covered by the Purchaser. Payment is made only when it is credited in its entirety to FIAB's bank account.
- 4.5. If payments payable to FIAB are delayed, FIAB is entitled to rescind the agreement without obligation to set up an additional payment date, in which case the rescission of the agreement is due to reasons attributable to the Purchaser. It is, however, stipulated that the agreement may be rescinded not later than three (3) years after the conclusion of the agreement. In the event of delayed payment, all the time limits that FIAB is required to meet shall be extended by the number of delayed days increased by fourteen (14) days. Furthermore, a delay in payment shall entitle FIAB to withhold the release of the product, or cease the manufacturing of the product together with the performance of other obligations of FIAB, including installation or training or performance of a repair and maintenance service.
- 4.6. By paying the price in its entirety, the Purchaser shall obtain from FIAB a non-time-limited license to use a source code of the product, and the said source code is the basis for operation of the product. The source code shall in all circumstances remain the property of FIAB. The Seller may withdraw the license at any time when the Purchaser is in any financial arrears with FIAB, regardless of what the arrears are for.
- 4.7. If, despite the stipulated ownership of the product until payment of the price, or in connection with the contractual exclusion of such stipulation, the Purchaser who has not paid the full price to FIAB sells the product to a third party, then a claim for payment of the price of such a transaction is transferred to FIAB – up to the unpaid amount of the price payable to FIAB, along with interest.
- 4.8. The Purchaser who has received the product with the stipulated ownership despite not paying the full price is obliged to insure the product against the risk of theft, destruction, or damage. Any claims for compensation under the said insurance are transferred to FIAB – up to the unpaid amount of the price along with interest – until payment of the full price payable to FIAB along with interest.
- 4.9. If the Purchaser is in any financial arrears with FIAB, regardless of what the arrears are for, FIAB shall not accept any repair and maintenance requests or requests under the guarantee.

5. PRODUCT DELIVERY

- 5.1. If the agreement provides that the arrangement of delivery rests with FIAB, the Purchaser is obliged to inform FIAB about the Purchaser's readiness to accept the product – not later than seven (7) days after FIAB notifies the Purchaser that the product has been manufactured – and to receive the product.
- 5.2. If FIAB withholds the release of the product to the carrier, arrangement of delivery or re-delivery, in an authorised manner, for longer than thirty (30) days, FIAB is entitled to rescind the agreement, but not later than within three (3) years after the conclusion of the agreement. In the event mentioned above, the rescission of the agreement is due to reasons attributable to the Purchaser.

6. INSTALLATION

- 6.1. If the agreement provides that the installation of the product rests with FIAB, then FIAB, within thirty (30) days of receiving the first instalment, shall determine any technical requirements to be met by the site where the product is to be installed.
- 6.2. The Purchaser is obliged to ensure that all the technical requirements specified for the installation site by FIAB are met, and notify FIAB when the site is ready for the installation – not later than seven (7) days after the Purchaser has been notified that the product has been manufactured.
- 6.3. In the event that the Purchaser fails to give notification of the site's readiness for installation within the time limit indicated above, FIAB is entitled to withhold the arrangement of delivery, release of the product to the carrier, or installation activities until the Purchaser gives the said notification.
- 6.4. When the installation is completed, this shall be confirmed with a post-installation product acceptance protocol.
- 6.5. FIAB is entitled to draw up a unilateral post-installation acceptance protocol, if the Purchaser refuses to sign the post-installation acceptance protocol without due cause, or prevents completion of the installation. A unilateral post-installation acceptance protocol has the same effect as a protocol drawn up between FIAB and the Purchaser.
- 6.6. If the installation does not take place for more than thirty (30) days because of not meeting the technical requirements specified by FIAB for the installation site, or because notification of meeting the said requirements has not been received, FIAB has the right to rescind the installation-related part of the agreement, but not later than three (3) years after the conclusion of the agreement. In the event mentioned above, the rescission of the agreement is due to reasons attributable to the Purchaser.

7. GUARANTEE

- 7.1. FIAB is liable for defects in the product under the guarantee.
- 7.2. The guarantee entitles the Purchaser to receive the following guarantee benefits from FIAB and regulates FIAB's entire liability:
 - 7.2.1. repair of the product by FIAB;
 - 7.2.2. replacement of defective parts of the product for parts free of defects – if the product cannot be repaired;
 - 7.2.3. replacement of the entire product – if the product cannot be repaired or its parts cannot be replaced.
- 7.3. The Purchaser shall bear the cost of travel and accommodation of persons providing any guarantee benefits at the place of installation of the product. No guarantee benefits shall be provided if the said costs are not born.
- 7.4. The Purchaser shall bear the cost of customs duties, the cost of defective parts of the product, or the cost of the entire product delivered to FIAB for replacement. No parts or product shall be replaced if the said costs are not born.

- 7.5. The guarantee covers only the defects present in the product at the date when the risk of accidental damage or loss of the product was transferred to the Purchaser, or defects due to causes that existed in the product at the date when that risk was transferred to the Purchaser. The Purchaser is obliged to check the product for presence of any defects within fourteen (14) days after the product has been delivered, and failure to do so shall result in the Purchaser losing their guarantee rights. The guarantee does not cover any used products and, in particular, any:
- 7.5.1. post-guarantee inspections and costs thereof;
 - 7.5.2. defects in the product that have not been reported by the Purchaser within fourteen (14) days from the time such defects were detected during the guarantee period;
 - 7.5.3. destruction and damage arising through no fault of FIAB, in particular any destruction and damage arising from improper use of the product, mechanical damage and its effects, installation not performed by FIAB, improper conditions at the place of use of the product (e.g. dust and dirt, incorrect temperature and humidity in the place of use of the product), the use of non-original consumables, damage from external causes (e.g. flood, fire, power surge);
 - 7.5.4. defects in the product that has been repaired or modified by anyone other than FIAB or FIAB's authorised representative;
 - 7.5.5. defects in the product if the rating plate or serial number of the product has been hidden, covered, or removed;
 - 7.5.6. damage caused during transport, unloading, or other conditions for which FIAB has no liability;
 - 7.5.7. immobilisation of the product caused by delays in payments to FIAB, including any consequences of the mentioned immobilisation;
 - 7.5.8. use of raw materials or other materials that are not intended for the relevant type of the product and may affect its correct operation, in the process of operation or use of the product;
 - 7.5.9. wear of consumables or wear parts, i.e. parts whose service life, by their nature, depends on the intensity of use (e.g. Melinex, Teflon, ground foot kit, filters).
- 7.6. If the installation has been carried out by FIAB, any inoperability of the product caused by its incorrect installation shall also be deemed a defect of the product covered by the guarantee.
- 7.7. Withdrawal or expiry of the license referred to in Section 4.6. of the General Terms and Conditions should be reported on a guarantee basis.
- 7.8. The guarantee does not entitle the Purchaser to demand performance of any actions referred to in the manual that the user of the product is obliged to perform by their own means and at their own cost, nor does the guarantee entitle the Purchaser to demand performance of any actions which form part of normal operational support, e.g. cleaning, maintenance, adjustment, and setting parameters.
- 7.9. The product comes with FIAB's guarantee for one year (365 days) or two thousand (2,000) operating hours – whichever comes sooner. The guarantee period starts running from the date when the risk of accidental damage or loss of the product is transferred to the Purchaser, or if the installation of the product rests with FIAB – from the date of completion of installation. For vacuum tube oscillators, the guarantee period does not start running anew after replacement or repair, but continues from the date of granting the guarantee. If the agreement provides for a guarantee period longer than one (1) year and the Purchaser requests that FIAB provide paid repair and maintenance services before the end of the first year of the guarantee, the guarantee shall be extended for another period.
- 7.10. Any faults and defects found during the guarantee period must be reported within fourteen (14) days after the problem has occurred to FIAB's Repair and Maintenance Department: ul.

Rakietowa 38, 54-615 Wrocław or service@FIABmachines.com. Failure to report defects or failures in the above-specified time limit results in a loss of rights under the guarantee.

- 7.11. The guarantee granted by FIAB excludes FIAB's liability under statutory warranty.
- 7.12. FIAB's liability for damages for non-performance or improper performance of an obligation does not include loss of profits and negative contractual interest, or loss of materials used in the course of manufacturing by the Purchaser, and it is limited only to damage resulting from wilful misconduct or gross negligence on the part of FIAB.
- 7.13. If the Purchaser requests removal of a failure under a guarantee, and during performance of the relevant repair and maintenance service it is found that the failure is not covered by the guarantee, then the Purchaser shall pay such remuneration for the service as they would pay for a post-guarantee repair and maintenance service.

8. SPECIFIC PROVISIONS RELATED TO A REPAIR AND MAINTENANCE SERVICE

- 8.1. The Purchaser requests the provision of a repair and maintenance service by:
 - 8.1.1. placing a repair and maintenance request at www.fiabmachines.com
 - 8.1.2. sending a repair and maintenance request by email to service@fiabmachines.com
 - 8.1.3. making a phone call to the number provided at www.fiabmachines.com
- 8.2. A repair and maintenance request should include the type of machine and describe the failure.
- 8.3. For failures reported after 4.00 PM on working days and on Saturdays and Sundays, the response time of the repair and maintenance team runs from 8.00 AM on the following working day. FIAB provides the Purchaser with confirmation of acceptance of a repair and maintenance request.
- 8.4. Upon completion of a repair and maintenance request, a FIAB employee prepares a report on the activities carried out. The Purchaser shall check the number of working hours for a repair and maintenance request performed. The Purchaser confirms the performance of relevant activities by placing their signature and stamp on the repair and maintenance report. This is when the repair and maintenance activities are complete. In the event of unjustified non-acceptance the report is deemed to have been accepted without the Purchaser's signature three (3) days after its preparation.
- 8.5. Any repair and maintenance services that are not covered by the guarantee shall be payable according to the established Price List currently in force at FIAB and additionally include the cost of spare parts, shipping costs, and the cost of travel and accommodation of a FIAB employee.
- 8.6. If the Purchaser requests the repair and maintenance team to come and it turns out that there is no reason for a repair and maintenance service, the Purchaser shall pay relevant fees for the repair and maintenance service as specified in the Price List as well as other costs related to the repair and maintenance service requested. The above provision applies particularly to events when a repair and maintenance request is not justified (e.g. the machine is operable) or when FIAB repair and maintenance technicians are not allowed to perform a repair and maintenance service at the site agreed upon. The provisions of this Section shall also apply to any repair and maintenance services under a guarantee.
- 8.7. If there are any arrears of any payments whatsoever due to FIAB, FIAB shall be entitled to suspend the performance of a repair and maintenance service (including any repair and maintenance services under a guarantee) until the arrears are cleared.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 9.1. The Purchaser shall maintain confidentiality of all confidential data received. In particular, the Purchaser shall not disclose confidential data and undertakes not to use confidential data for any purposes other than the performance of the agreement or normal use of the product. The obligation to maintain the confidentiality of any confidential data is unlimited in time.
- 9.2. If FIAB receives any intellectual property object from the Purchaser and the Purchaser states that they hold intellectual property rights to the said object, the Purchaser shall be liable for any acts or omissions by FIAB that arise as a result of reliance on the said statement. In particular, the Purchaser shall indemnify FIAB from any and all claims against FIAB that may be made by third parties alleging infringement of their intellectual property rights.

10. FINAL PROVISIONS

- 10.1. If any provision of the agreement or the General Terms and Conditions prove invalid, this shall not affect the validity of the whole agreement or the whole of the General Terms and Conditions. The Parties shall endeavour to replace any invalid provision with a valid provision, and until such replacement occurs, all invalid provisions should be so construed as to keep them effective with the closest possible legal effects.
- 10.2. The agreement, General Terms and Conditions, offer, acceptance of offer and effects thereof are subject to the law of Poland, excluding the United Nations Convention on Contracts for the International Sale of Goods, drawn up on 11 April 1980 in Vienna, and the Convention on the Limitation Period in the International Sale of Goods, drawn up on 14 June 1974 in New York.
- 10.3. All time limits stipulated in the agreement shall be extended by a period of force majeure which is considered to include, in particular, acts of God that prevent performance of the agreement, fires, epidemics, pandemics or other similar events, strikes, and war.
- 10.4. In the event of rescission of the agreement due to reasons attributable to the Purchaser, FIAB shall be entitled to retain the amount of the price received before the agreement (or part thereof) has been rescinded, as liquidated damages for rescission of the agreement. On the same basis, in the event of rescission of the agreement due to reasons attributable to the Purchaser, FIAB shall be entitled to require the Purchaser to pay any unpaid parts of the price.
- 10.5. The Purchaser allows FIAB to use the name and logo of the Purchaser's company in FIAB's promotional, advertising, or informative materials and business correspondence.
- 10.6. Any disputes arising out of the General Terms and Conditions, Agreement, Offer, or Acceptance of Offer are subject to the jurisdiction of the courts of Poland. The courts competent for the settlement of disputes are the common courts competent for the seat of FIAB.