

GENERAL CONDITIONS OF SALE

1. General assumption

- 1.1 All operational activity of SECO/WARWICK SERVICES Spółka z Ograniczoną Odpowiedzialnością [limited liability company] (hereinafter referred to as SWSERVICES SP. Z O.O.), i.e. especially sale of goods, provision of services, including services in the scope of servicing, modernisation, overhaul, relocation and repairs of devices is subject to the rules specified in these general terms and conditions. The rules described in these general terms and conditions constitute an integral part of the contract, which the BUYER confirms to be the full and exclusive expression of the agreement between the BUYER and SWSERVICES SP. Z O.O. Any additional or different terms or conditions will be binding only to the extent that they have been approved in writing by SWSERVICES SP. Z O.O.
- 1.2 The following rules are considered accepted at the moment when the BUYER accepts the offer of SWSERVICES SP. Z O.O. by placing an order, accepting the offer or signing the contract.

2. Offer / Order confirmation

- 2.1 Offers of SWSERVICES SP. Z O.O. are binding for SWSERVICES SP. Z O.O. if this is explicitly stated.
- 2.2 The BUYER's order is not binding until it is confirmed by SWSERVICES SP. Z O.O. in writing and only to the extent of such confirmation.

3. Documents

- 3.1 The data included in catalogues, prospectuses, offer and contractual documents in the form of illustrations, drawings, dimensions and weights, consumption and performance indicators and other data are approximate and are not binding for SWSERVICES SP. Z O.O., unless it is expressly stated.
- 3.2 SWSERVICES SP. Z O.O. reserves the right – in special cases – to modify the design, in particular where it is justified by the need to change the materials, without leading to a deterioration in product quality.
- 3.3 Property rights to all intangible assets subject to protection under the Industrial Property Law and the Copyright Law, in particular copyrighted works, patents for inventions, utility models, trademarks, trade names, designations of origin, topographies of integrated circuits, rationalization projects, information concerning proper application of inventions, other knowledge and experience of technical nature directly suitable for application in business and scientific activity, information of organizational nature and others, made available to the BUYER by SWSERVICES SP. Z O.O. as a result of performance of the obligations hereunder, are the property of SWSERVICES SP. Z O.O. The objects on which the good transferred to the BUYER has been recorded are the property of SWSERVICES SP. Z O.O. The BUYER shall not be entitled to use them for any other purpose, nor to copy, reproduce or make them available to third parties. These documents do not transfer ownership title, nor do they imply the granting of any licence. Drawings and other documents remaining the property of SWSERVICES SP. Z O.O. are to be returned immediately on request to SWSERVICES SP. Z O.O. together with any copies of them.
- 3.4 The Buyer undertakes not to use for any other purposes, nor to make available or transfer to other entities any elements, information and technical documentation on the basis of which the devices ordered by the Buyer have been manufactured.
- 3.5 All sales references and documents made available to customers are returnable to SWSERVICES SP. Z O.O., on request, together with any copies of them. If no order has been placed with SWSERVICES SP. Z O.O., they must all be returned immediately without such a request.
- 3.6 The Parties are obliged to ensure, both during the term of the Contract and after its termination, the confidentiality of all information concerning its content and the business activities of the other Party, which is of a confidential nature and the disclosure of which may harm the interests of the other Party.
- 3.7 Neither Party may disclose information on the terms of the Contract to third parties without the written consent of the other Party. The above limitation does not apply to disclosing information to any offices, institutions and courts – if such an obligation results from the applicable law – as well as to entities providing economic, legal, tax and financial advisory services and services of a similar nature (including services of the auditors of the Parties); However, the Parties are fully responsible for keeping the information confidential by these entities.

4. Prices, packaging, insurance, permits

- 4.1 Sale prices and amounts of remuneration due to SWSERVICES SP. Z O.O. are net values and do not include value added tax, customs duties and other charges that SWSERVICES SP. Z O.O. may additionally charge the Buyer with, in accordance with the legal regulations in force.
- 4.2 Unless expressly requested by the BUYER, SWSERVICES SP. Z O.O. does not insure the ordered products against transport risks. The costs of the insurance are covered by the Buyer.
- 4.3 Packaging and shipping costs will be added to the price of the goods.
- 4.4 If an export license is required for the offered device according to Polish legal regulations, the Buyer undertakes to provide SWSERVICES SP. Z O.O. Import Certificate issued by the appropriate governmental unit of his/her country or the End User Statement in accordance with the requirements set out in Art. 23 of the Act (of November 29, 2000 on foreign trade in goods, technologies and services of strategic importance for state security, as well as for the maintenance of international peace and security), with the content required by the Polish Export Controls Authority(DKE), each time within 30 days from the date of signing the contract.
- 4.5 The Buyer acknowledges that it will not be possible to export the device without the above-mentioned permit. If the above-mentioned 30-day deadline is exceeded, the shipment of the device will be postponed accordingly by the period by which this deadline was exceeded. All costs and any risk of delayed shipment shall be borne by the Buyer.

5. Transfer of risk

- 5.1 Unless expressly agreed otherwise, the risk passes to the BUYER upon placing the products at his/her disposal under the Ex Works rules according to the Incoterms rules 2000. In other cases, the risk passes to the BUYER from the moment the goods are handed over to the first carrier.

- 5.2 If the shipment is delayed due to non-performance of obligations by the BUYER or if the delay in shipment is due to reasons beyond SWSERVICES SP. Z O.O., the risk is transferred to the BUYER upon SWSERVICES SP. Z O.O. informs the BUYER about its readiness for shipment.

6. Delivery terms and conditions

- 6.1 The delivery date is specified by the Parties in the contract. This date is indicative and non-binding for SWSERVICES SP. Z O.O. SWSERVICES SP. Z O.O. will make every effort to deliver within the agreed time limits, however, the delivery dates will depend on timely performance of contractual obligations by the BUYER, including the deadline for accepting the offer and providing the necessary information, as well as timely performance of obligations of contractors and subcontractors of SWSERVICES SP. Z O.O. serving the purpose of performance of contractual obligations undertaken towards the BUYER by SWSERVICES SP. Z O.O. Any changes required by the BUYER may extend the delivery date. Products are considered to be delivered on time if they are transferred to the first carrier or if they are reported as ready for shipment before the agreed delivery date. Partial deliveries are permitted. Minor defects do not affect the BUYER's obligation to collect the products; in such a case, it is considered that the delivery date has been met. The place of delivery is the registered office of SWSERVICES SP. Z O.O. under the Ex Works rules according to the Incoterms rules 2000, unless the Parties have agreed otherwise.
- 6.2 If the delivery is delayed due to reasons attributable to the BUYER or if it is not collected by the BUYER in due time, SWSERVICES SP. Z O.O. at its own discretion and without any liability, shall be entitled to store the products at the BUYER's risk, to invoice them under Ex WORKS conditions and to charge the BUYER with storage costs. If storage takes place in the warehouses of SWSERVICES SP. Z O.O., storage costs amount to not less than 1.0% of the contract value for each month from the date of reporting readiness for shipment. SWSERVICES SP. Z O.O. has the right to set a further date for acceptance and, after this date has been exceeded, has the right to sell or freely dispose of the goods. The sale or other distribution of the goods does not release the Buyer from the obligation to pay for the goods.
- 6.3 If delivery is delayed by unforeseen events beyond the control of SWSERVICES SP. Z O.O. – force majeure, the delivery date will be reasonably extended. In this case, the BUYER is not entitled to terminate the contract, nor is the BUYER entitled to any claims for delay in delivery.
- 6.4 SWSERVICES SP. Z O.O. may withdraw from the contract, refuse delivery or delay its implementation without incurring any responsibility and waiving any demands it may have towards the BUYER, and without exposing itself to any liability in the following cases:
- 6.4.1 The Buyer has not complied with or fails to comply with any of the terms of the order or of the contract.
- 6.4.2 Withdrawal from the contract, refusal or delay in delivery caused by circumstances beyond the control of SWSERVICES SP. Z O.O., not limited only to force majeure or national enemy, and caused by such acts or accidents as: fire or other unfortunate accidents, occurrence of strikes, labour problems, BUYER's negligence, labour or material shortages, breakdowns, delays in delivery of materials caused by subcontractors, refusal or delay in the approval of DKE.
- 6.4.3 The Buyer is planning to go into liquidation, bankruptcy, insolvency, its assets constitute security for its creditors or where bankruptcy or insolvency proceedings have been commenced against it.
- 6.4.4 The Buyer requests and SWSERVICES SP. Z O.O. agrees in writing to changes or modifications to the device being the subject of the contract.
- 6.5 SWSERVICES SP. Z O.O. has the right to submit a declaration of withdrawal from the contract within 6 months from the date of becoming aware of any of the grounds for withdrawal described above.

7. Payment terms:

- 7.1 Payments should be made in accordance with the provisions of the contract or order confirmation.
- 7.2 Payments are made exclusively to the account of SWSERVICES SP. Z O.O. and shall be made free of transfer costs, within the agreed time limit, without any deductions, fees, costs and expenses for accepting a bank guarantee, bill of exchange or cheque for SWSERVICES SP. Z O.O.
- 7.3 The Parties agree that if the selling price is determined in US dollars at the appropriate exchange rate as at the date of the contract or other agreed date, and this rate changes by more than 2%, then the price will be subject to change from time to time and will be determined according to the new US dollar exchange rate, valid at the date on which the payment is due.
- 7.4 The Parties exclude the right to set off claims under this contract against any other claims, including the right to set off claims arising for a Party under any contract to which these General Conditions of Sale are attached.
- 7.5 SWSERVICES SP. Z O.O. has the right to charge statutory interest for late payment.
- 7.6 If delivery, assembly or commissioning is delayed for reasons not attributable to SWSERVICES SP. Z O.O., payment is due on the originally agreed date. Beginning the production by the Buyer using the device listed in the order, i.e. manufacturing a product in any size, quantity or time range, will be regarded as the acceptance of the order and signing the acceptance protocol, entitling SWSERVICES SP. Z O.O. to issue the final invoice and receive payment.
- 7.7 Failure by the Buyer to make any payment within the time limits required and specified herein will entitle SWSERVICES SP. Z O.O. to discontinue the work and adjust the delivery term or the delivery accordingly after payment has been made. In the event that such default continues for more than 60 (sixty) days after the due date, SWSERVICES SP. Z O.O., may, at any time after the expiry of that period, cancel this contract by sending a written notice to the Buyer by letter or email, after which it shall be entitled to the reimbursement of the cost of any work done and materials supplied, and any damages suffered.
- 7.8 Discontinuation of works pursuant to point 7.7. above does not lead to a delay of SWSERVICES SP. Z O.O. SWSERVICES SP. Z O.O. will not be held responsible on this account.
- 7.9 The date of payment is the day the amount due is credited to the bank account of SWSERVICES SP. Z O.O.
- 7.10 The contractual penalties resulting from the following titles will constitute a form of compensation:
In case of withdrawal from the Contract by the BUYER, not caused by fault of SWSERVICES SP. Z O.O., he/she shall pay SWSERVICES SP. Z O.O. the remuneration in the amount of 10% of the contract value and cover the costs due for the performed part of the contract and remuneration for the purchased/ordered and not built-in materials and devices the delivery/production of which cannot be cancelled. SWSERVICES SP. Z O.O. is obliged to document the value of materials and devices that are to be paid for but that are not built-in. In the situation referred to in this point, within 7 days from the withdrawal from the contract by the BUYER, the Parties will make an inventory of the works in progress and prepare a protocol specifying the value of these works and the value of purchased

and ordered materials and devices. This protocol will be the basis for invoicing by SWSERVICES SP. Z O.O. In the event that the BUYER does not proceed with the inventory of works, SWSERVICES SP. Z O.O. shall do it unilaterally and issue an invoice on this basis.

7.11. The above regulations do not limit the right of SWSERVICES SP. Z O.O. to claim damages in excess of the stipulated contractual penalties.

8. Reservation of proprietary rights

8.1 SWSERVICES SP. Z O.O. reserves the ownership of the delivered products until full payment is received covering all claims arising from the transaction between SWSERVICES SP. Z O.O. and the BUYER. If the BUYER is in arrears with payment of any amounts due, SWSERVICES SP. Z O.O. has the right to demand the return of the products as a collateral of claims.

8.2 During the period of the reservation of ownership, the BUYER is not entitled to pledge or other encumbrances on the subject of sale. It is also forbidden to transfer ownership of the above to third parties in the form of collateral of claims. Information on confiscation, seizure or other measures imposed by third parties must be communicated immediately to SWSERVICES SP. Z O.O.

8.3 During the period of retention of ownership title the BUYER shall take all measures to insure the delivered products against normal risks, damages such as robbery, fire, mechanical destruction, etc., SWSERVICES SP. Z O.O. has the right to establish such insurance at the BUYER's expense.

9. Guarantees

9.1 SWSERVICES SP. Z O.O. guarantees that the products sold under these conditions are free from physical and legal defects.

9.2 Warranties or guarantees of SWSERVICES SP. Z O.O. do not cover the manufacturing process or the quality of production for which the device may be used.

9.3 This warranty does not cover consumable parts such as (but not limited to): bulbs, fusible links, seals, V-belts, rotameter glass tubes, filter cartridges, glow plugs as well as batch instrumentation, thermocouples and vacuum heads, heating elements and screens made of difficult-to-melt materials for vacuum furnaces, mechanical and diffusion vacuum pump oils, heat-resistant steel components operating at elevated temperatures and components such as batch slides, furnace ceramic stems and small ceramic components. The warranty does not cover defects resulting from improper use or omission on the part of the BUYER, carrying out periodic inspections and maintenance procedures in accordance with the recommendations contained in the Operation and Maintenance Documentation.

9.4 This warranty shall not apply if the BUYER has made any changes or modifications, or if the construction, assembly, or commissioning has been performed without the supervision of SWSERVICES SP. Z O.O. or in a manner inconsistent with methods recognised by SWSERVICES SP. Z O.O.

9.5 For components and materials used for production of SWSERVICES SP. Z O.O. products are subject to manufacturers' warranties. SWSERVICES SP. Z O.O. will exercise the rights in this respect on behalf of the BUYER.

9.6 SWSERVICES SP. Z O.O. will repair or replace, free of charge, all elements that are found and confirmed by SWSERVICES SP. Z O.O. to be defective or the condition of which has deteriorated significantly, assuming that the defects appeared within 12 months of the commissioning of the product, but not later than 18 months from the date of shipment of the product. In the case of faulty design, defects in materials, workmanship and execution, SWSERVICES SP. Z O.O. bears full responsibility under warranty.

9.7 SWSERVICES SP. Z O.O. ensures that it will start a warranty repair no later than 10 days from the date of reporting the defect.

9.8 The failure must be notified immediately, and no later than 7 days from the date of its occurrence. The complaint must contain a description of the defect.

9.9 The Buyer's rights under the warranty are excluded.

10. Extraordinary circumstances

Due to the widespread problem of availability of raw materials and sub-assemblies used in equipment, SWSERVICES SP. Z O.O. is not liable for consequences resulting from delays in the performance of its obligations that could be related to delays in the delivery of raw materials or sub-assemblies or the need to change their supplier.

The parties also accept that due to difficulties in obtaining raw materials and sub-assemblies used in equipment, SWSERVICES SP. Z O.O. performance of the contract may be hindered, so SWSERVICES SP. Z O.O. liability for non-performance or improper performance of the contract (including delays) that is related to the supply to SWS of raw materials or sub-assemblies used in equipment is excluded. In this case, SWSERVICES SP. Z O.O. shall immediately inform the Client of the situation. The parties shall jointly determine the procedure to be followed, including the manner of performance of the contract, e.g. by changing the supplier, raw material or sub-assembly.

SWSERVICES SP. Z O.O. declares that due to the current world situation it introduces the following rules for the acceptance of this offer:

- a) during the validity period of the offer, the Client is entitled to accept the offer without reservation by placing a purchase order,
- b) however, the conclusion of a contract does not occur at the moment of acceptance of the offer by the Client, by placing a purchase order. A condition for the conclusion of a contract and acceptance of an order for execution is an additional order confirmation by SWSERVICES SP. Z O.O. of the Client's purchase order conditions,
- c) SWSERVICES SP. Z O.O. is obliged to submit to the Client an order confirmation within 14 days from the date of receipt of a purchase order. Failure to confirm the order by SWSERVICES SP. Z O.O. is equivalent to non-acceptance of the order for execution.

The price will be increased in the event of a change in the price of components used in the construction of the Subject of the Contract. The change of price will take place with the following procedure:

10.1 The basis for determining whether there has been an increase in the prices of the components used in the construction of the Subject of the Contract shall be the prices of the components set out in the price lists or offers submitted by the Seller's suppliers, valid on the date on which the Seller submits an offer to the Purchaser for the Subject of the Contract. If the Seller does not have such price lists or offers, the basis for determination shall be the prices at which the Seller purchased such components to perform other contracts, taking into account the purchase prices from a period as close as possible to the date of submitting the offer for the Subject of the Contract. Both price lists and offers, as well as proofs of purchase of components do not have to include components used for the performance of the Subject of the Contract and do not have to refer to the performance of the Subject of this Contract.

10.2 The Seller shall, not later than 14 days before the planned shipment of the Subject of the Contract, submit to the Purchaser a report, which shall prove that after submitting offer, there has been an increase in prices in relation to the prices referred to in clause 10.1. The report shall include a quantitative list of components, indicating for these components:

- a) the base prices, referred to in clause 10.1 above,
 - b) purchase prices quoted by the Seller based on the Seller's purchase invoices,
 - c) value of increase of prices of components in percentage and in money,
- The Seller shall, not later than 14 days before the planned shipment of the Subject of the Contract, prepare a report and submit it to the Purchaser.
- 10.3 If the report shows that the price of a given component has changed by less than 5% as compared to the base price referred to in clause 10.1 above, the contractual price in the part dependent on the price of this component shall remain unchanged.
- 10.4 If a report proves, that the price of a given component has increased by 5% or more than 5% with respect to the base price referred to in clause 10.1. above, the contractual price for the performance of the Subject of the Contract shall be increased by the actual increase in the price of the component concerned, expressed in money, as indicated in the report referred to above. The contractual price shall be increased automatically, without the need to conclude an annex to the Contract. The Purchaser will be obliged to pay the difference between the original price and the new price calculated on the basis of section 10.4 and sections 10.1-10.3 above. Payment shall be made within 14 days of the date of issue of a VAT invoice by the Seller. The delivery and release of the Subject of the Contract to the Purchaser shall be conditional upon payment by the Purchaser of the difference in price described above. Until the payment is made, the Seller can withhold the release of the Subject of the Contract and performance of other contractual obligations, without incurring any liability from this reason.

11. Final provisions

- 11.1 In no event shall SWSERVICES SP. Z O.O. be liable for any loss, damage or expense arising directly or indirectly from the use of its device, including (but not limited to) indirect damage and contingent liability of any nature.
- 11.2 In any case SWSERVICES SP. Z O.O. is not responsible for lost profits which could be incurred by the BUYER as a result of non-performance or improper performance of any of the provisions of the concluded contract and these general conditions by SWSERVICES SP. Z O.O. Responsibility of SWSERVICES SP. Z O.O. for losses is limited to the amount of half of the remuneration due to SWSERVICES SP. Z O.O. under the concluded contract.
- 11.3 All previous verbal or written agreements between the contracting parties that are contrary to or inconsistent with the contract concluded between them or the General Terms and Conditions of Sale are hereby cancelled.
- 11.4 Should the provisions of this contract be ineffective or unenforceable, they shall be replaced by effective and enforceable provisions that come closest to the aim, business purpose and intentions of the Parties at the time the contract was concluded. Should the ineffectiveness of one or more provisions of this contract constitute a breach of law, irrespective of whether they are treated together or separately, depending on the validity of the relevant provision, then the meaning of the relevant text should be redefined by deleting the text constituting the infringement, so that the text will be legally acceptable. If this is not possible, the desired objective should be achieved by replacing the entire provision, so that it is as close as possible to the economic objective and intentions of the Parties at the time of the conclusion of the contract. The contract does not expire if one of its provisions is and will remain invalid.
- 11.5 All disputes that may arise in connection with this contract shall be settled by Polish Common Courts with jurisdiction over the registered office of SWSERVICES SP. Z O.O.
- 11.6 The Polish Civil Code and the Polish law shall apply to any matters which are not regulated hereunder.