

GENERAL TERMS OF SALE ELHURT EMS SP. Z O.O.

§ 1 GENERAL PROVISIONS

1. The General Terms of Sale constitute general terms of contracts within the meaning of Article 384 of the Civil Code and define the principles for concluding contracts for the sale of goods or services ("Goods") offered by ELHURT EMS Sp. z o.o., based in Gdańsk.

2. The Customer ("Customer") within the meaning of these General Terms of Sale ("GTS") is the entity purchasing Goods from ELHURT EMS Sp. z o.o. ("ELHURT EMS"), based in Gdańsk (address: Gdańsk 80-298, ul. Rakietowa 18B, registered in the Register of Entrepreneurs maintained by the District Court Gdańsk – Północ in Gdańsk, VII Economic Division of the National Court Register under the number 0000293807, NIP: 584-26-35-440, REGON: 220525577, share capital: PLN 1,000,000.00), being an entrepreneur within the meaning of the Act of March 6, 2018, Law on Entrepreneurs (with subsequent amendments).

3. The General Terms of Sale are an integral part of contracts concluded by Customers with ELHURT EMS. The GTS are also published on the ELHURT EMS website www.elhurtems.com. Therefore, the GTS are made available to the Customer before the conclusion of the contract, and the Customer may copy, store, and reproduce them.

4. The binding force of the GTS is not dependent on the submission of a statement in this regard by the Customer. The Customer's acceptance of the GTS

with one order is considered acceptance for all subsequent contracts and orders. In other cases, the submission of an order by the Customer signifies acceptance of the GTS available on the ELHURT EMS website on the day the order is confirmed.

5. Unless otherwise provided in the GTS, orders and any statements related to the negotiation and execution of the contract must be made in writing or by email to be valid. Any arrangements made in violation of this provision are void.

6. Any changes made by the Parties to individual provisions of the GTS are effective only for the transaction in connection with which the Parties have allowed deviations from the GTS, unless the Parties have explicitly agreed otherwise, and only if the change has been agreed upon in writing or by email, under the penalty of nullity.

7. Any general terms of trade or similar documents related to the delivery of goods used by the Customer do not apply unless ELHURT EMS consents to them in writing, under the penalty of nullity. ELHURT EMS's consent cannot be silent or implied. ELHURT EMS hereby declares that it does not enter into contracts under the terms provided for in Article 3854 of the Civil Code.

§ 2 CONCLUSION OF THE CONTRACT

1. The contract is considered concluded at the moment ELHURT EMS confirms the order placed by the Customer or at the moment ELHURT EMS begins to execute the order—whichever occurs first, subject to the provisions of section 6 below. Article 682 of the

Civil Code does not apply to offers made by Customers to ELHURT EMS.

2. Unless the Parties have explicitly agreed otherwise in writing under the penalty of nullity, the contract concluded between the Parties does not constitute a sale on trial or subject to the examination of the Goods.
3. The confirmation of the order by ELHURT EMS may relate to the partial execution of the order unless the Customer has explicitly stipulated in the order or offer that they are only interested in complete execution.
4. ELHURT EMS is entitled to withhold the execution of the order if the Customer is in arrears with any obligations towards ELHURT EMS, particularly in the event of delayed payment of monetary obligations, until these obligations are fulfilled. Furthermore, ELHURT EMS may refrain from executing the order until the Customer has paid the full price. In such cases, the actions of ELHURT EMS do not constitute a delay in the performance of the contract.
5. If no delivery date for the Goods has been specified earlier, ELHURT EMS will specify this date in the order confirmation.
6. If the order confirmation does not specify a delivery date for the Goods (contract performance), the contract with the Customer is

considered concluded on the condition that ELHURT EMS obtains confirmation of the availability of the Goods from its supplier, of which ELHURT EMS will promptly notify the Customer, indicating the unavailability of the Goods or the delivery date of the Goods (contract performance), no later than within 7 business days from the date of order confirmation. ELHURT EMS shall not be liable to the Customer for the termination/expiration of the contract due to the non-fulfillment of the condition referred to in this section 6 (the condition for the contract to take effect at the time specified in section 1 is the absence of information from ELHURT EMS regarding the unavailability of the Goods). At the same time, in such a situation, the absence of a delivery date specified by ELHURT EMS will be considered acceptance of the date specified by the Customer in the order or offer.

7. ELHURT EMS is entitled to deliver the Goods earlier than the agreed date.
8. Notwithstanding any other provisions of these GTS, Offers, or order confirmations, including whether the delivery date of the Goods has been confirmed, ELHURT EMS is not liable for delays in the delivery of the Goods caused by delays in the supply of the Goods, delays in the supply of devices or components necessary for the production of the Goods, or

delays related to workforce shortages caused by an epidemic or other extraordinary situations in the electronic components market.

9. Notwithstanding any other provisions of these GTS, contracts, offers, or order confirmations, ELHURT EMS is entitled to unilaterally change the quantity of Goods ordered, including electronic modules and printed circuit boards (PCBs), within a range not exceeding 5% of the original quantity ordered by the Customer. In such a case, the delivery of a lesser or greater quantity of Goods does not constitute non-performance or improper performance of the contract by ELHURT EMS, and the Customer is obliged to pay for the actually delivered quantity of Goods.
10. Notwithstanding the above, in all cases, the minimum order quantity shall be the greater of the quantities resulting from the MOQ (Minimum Order Quantity for the given Goods) or MPQ (Minimum Package Quantity).
11. In the event of changes to the specifications or documentation, reduction or cancellation of the order, postponement of the order execution date by the Customer by more than 3 months from the original date, etc., the Customer shall reimburse ELHURT EMS in full for the purchase costs or cancellation costs of orders with

subcontractors related to the elements ordered or accumulated for the execution of the given order, subject to § 9 section 7.

12. The Customer is obliged to purchase materials ordered by ELHURT EMS for the execution of the Customer's order in MOQ or MPQ if they are not fully used in the execution of the Customer's order or in the execution of the Customer's future orders within a period not exceeding 3 months from the date of completion of the order that resulted in the surplus. The type of elements is determined by the offer and specification presented by ELHURT EMS. The buyback price of the surplus by the Customer, if not specified in the offer, will be determined based on the price of the given element presented on the website www.elhurtems.com on the day of the buyback request.
13. In connection with the cooperation with the Customer, ELHURT EMS may, through the purchase of materials or elements necessary for the execution of the Customer's current and future orders, create a so-called buffer. The Parties shall agree on the date on which the buffer is made available to the Customer by ELHURT EMS (RSD). Unless ELHURT EMS has stated otherwise in writing or by email, the buffer should be used for the execution of the Customer's orders no later than within 6 months from the RSD. After this

period, the Customer is obliged to promptly collect the entire unused buffer and make payment for it. The buyback price of the unused buffer by the Customer, if not specified in the offer or order confirmation, will be determined based on the price of the given element presented on the website www.elhurtems.com on the day of the buyback request.

§ 3 DELIVERY OF GOODS

1. Unless the Parties have agreed otherwise, the Customer is obliged to collect the Goods from the headquarters of ELHURT EMS.
2. If the Goods are delivered to the Customer via a carrier, the delivery of the Goods to the Customer takes place at the moment they are handed over to the carrier; at that moment, the benefits and burdens associated with the Goods, as well as the risk of their accidental loss or damage, pass to the Customer.
3. In the event of an unauthorized failure by the Customer to collect the Goods, the risk of accidental loss or destruction of the Goods passes to the Customer on the day following the date on which the Goods were to be delivered. Additionally, in such a situation, the Customer is obliged to pay ELHURT EMS additional compensation for the storage of the Goods in the amount of 0.05% of the net value of the uncollected Goods for each day of delay in collection; the compensation is

payable in arrears at the end of the given month, and VAT will be added to the aforementioned amount.

4. Unless the Parties have explicitly agreed otherwise, the Customer is obliged, at their own expense and risk, to unload the Goods.
5. In the event of damage to the shipment containing the Goods, the Customer is obliged to jointly prepare with the carrier a protocol detailing the identified irregularities. The Parties agree that the absence of such a protocol means that no loss or damage to the Goods occurred during transport.

§ 4 PRICE OF THE GOODS

1. The sales price of the Goods is agreed upon individually by the Parties or specified on the website www.elhurtems.com at the rate current on the date of placing the order. Additionally, the price may be unilaterally determined by ELHURT EMS based on an analysis of the Parties' previous cooperation, provided that in such a case, the price cannot significantly deviate to the detriment of the Customer from the price most recently applied between the Parties for the same Goods.
2. Prices quoted in foreign currencies are converted to Polish zlotys (PLN) according to the NBP (National Bank of Poland)

currency selling rate from the day preceding the date of invoice issuance.

3. For Offers or order confirmations with an execution date 6 months or more from the date of placing the order, ELHURT EMS reserves the right to change the price of the Goods, particularly in the event of:
 - a. an increase in the inflation rate compared to the level on the date of placing the order;
 - b. significant changes in the EUR/USD, USD/PLN, EUR/PLN exchange rates;
 - c. an increase in the cost of supplying ELHURT EMS with electricity, gas fuels, heat, or other utilities necessary for the production or delivery of the Goods;
 - d. an increase in the minimum or average wage, in accordance with communications from the Central Statistical Office or legal regulations;
 - e. changes in applicable laws or other factors resulting in an increase in the operating costs of ELHURT EMS;
 - f. the imposition of new obligations on ELHURT EMS by law in terms of meeting environmental protection or waste management standards, resulting in an increase in the operating costs of ELHURT EMS.
4. In the event that the changes referred to in section 3 above come into effect, the prices will change by the value resulting from the changes or obligations

imposed or modified by the legislator that were not taken into account in the price of the Goods on the date of placing the order.

5. The price change referred to in section 4 above does not require an amendment to the contract and will be implemented in the settlements through a unilateral statement by ELHURT EMS, to which the Customer hereby consents.
6. Unless the Parties have explicitly agreed otherwise, the agreed price does not include the costs of delivery and receipt of the Goods, including the costs of delivery by a carrier, and these costs shall be borne by the Customer.
7. Unless the Parties have agreed otherwise, all prices indicated by ELHURT EMS are net prices, and VAT will be added to them at the rate applicable on the date of invoice issuance.

§ 5 PAYMENT TERMS

1. The Customer is obliged to pay the price for the purchased Goods within the time specified on the VAT invoice or pro forma invoice, to the bank account indicated on the invoice or pro forma invoice.
2. The payment date is the date on which the funds are credited to the bank account of ELHURT EMS.
3. If the Parties have agreed that the Customer is obliged to pay an advance, ELHURT EMS is entitled to withhold the execution of the

order until the advance is paid, which will not be considered a delay on the part of ELHURT EMS.

4. The Customer waives the right to set off any claims against ELHURT EMS and waives the right to assign rights arising from contracts concluded with ELHURT EMS without prior written consent from ELHURT EMS, under penalty of nullity.
5. ELHURT EMS declares that it is a VAT payer and is authorized to issue VAT invoices.
6. In the event that the Customer enters liquidation, if ELHURT EMS receives information about enforcement or security proceedings initiated against the Customer, if the Customer suspends business operations, or if the Customer is removed from the Central Registration and Information on Business (CEIDG), all receivables due to ELHURT EMS become immediately due and payable.

§ 6 TRANSACTION LIMIT

1. ELHURT EMS may grant the Customer a transaction limit—either in writing or by email—which may depend in particular on the insurance limit granted to ELHURT EMS by the entity insuring transactions with Customers working with ELHURT EMS (Insurer). Unless ELHURT EMS specifies otherwise, the transaction limit is 10,000 PLN.
2. The transaction limit is defined as the sum of all due and undue receivables of the Customer towards ELHURT EMS, along with the current value of materials and components accumulated or ordered by ELHURT EMS for the execution of the Customer's orders.
3. ELHURT EMS is entitled at any time to change the amount of the transaction limit, with effect for the future, particularly in the event of a reduction or withdrawal of the insurance limit by the Insurer or upon obtaining information about changes in the financial or legal situation of the Customer.
4. If the transaction limit is exceeded, ELHURT EMS is entitled to withhold the execution of all orders for the Customer until the Customer provides additional securities as determined by ELHURT EMS or pays receivables in an amount exceeding the granted transaction limit, which does not constitute a delay on the part of ELHURT EMS in the performance of the contract.
5. Failure to provide security at the request of ELHURT EMS in such a case entitles ELHURT EMS to terminate the contract with immediate effect or—at the discretion of ELHURT EMS—to withdraw from the contract in whole or in part within 30 days from the expiration of the deadline for providing security.

6. Termination of the contract with immediate effect results in the immediate maturity of all obligations towards ELHURT EMS, including the obligation to repurchase materials accumulated for the needs of current and future orders.

§ 7 OWNERSHIP

1. The Customer becomes the owner of the Goods upon full payment for these Goods (retention of title). After the payment deadline has passed, ELHURT EMS has the right to demand the return of Goods for which full payment has not been made. The exercise of rights under the retention of title by ELHURT EMS does not constitute withdrawal from the contract.
2. Until full payment for the Goods is made, it is assumed that the Customer is storing the Goods free of charge, which—according to section 1 above—are owned by ELHURT EMS.
3. If the Customer provides part of the materials or components necessary for the execution of the order, ELHURT EMS becomes the owner of all items produced from the entrusted components or as a result of combining them at the moment of assembly.
4. The Customer is obliged to deliver the entrusted components in the

quality and quantity ensuring proper execution of the order, within the timeframe and under the conditions specified by ELHURT EMS, after prior notification made at least one day in advance. ELHURT EMS is not responsible for the non-performance or improper performance of the order if the Customer or on their behalf delivers components of inadequate quality, in insufficient quantity, without prior notification, or after the deadline specified by ELHURT EMS. In such a case, the Customer is liable to ELHURT EMS for any damages, including indirect damages and lost profits, caused by the untimely, defective, or incomplete delivery of entrusted components.

§ 8 WARRANTY AND GUARANTEE

1. ELHURT EMS is liable to the Customer if the Goods have a defect that reduces their value or usability for the purpose resulting from the typical use of the Goods or if the Goods were delivered to the Customer in an incomplete state.
2. The Customer must submit a complaint in writing or by email, under penalty of nullity. The complaint should describe the detected defects, include photos, test documentation, and, in the case of modules, specify whether the complaint concerns the

- quality of assembly or the malfunction of a specific component. Additionally, the Customer must send—at the request of ELHURT EMS—the entire defective Goods or a part thereof to the location indicated by ELHURT EMS.
3. Submitting a complaint does not relieve the Customer of the obligation to pay the price for the Goods covered by the complaint on time.
 4. Under the warranty, the Customer is entitled to only two rights, at the unilateral choice of ELHURT EMS: replacement of the defective Goods with new ones or repair of the Goods, and if this is not possible or would cause significant difficulties or costs for ELHURT EMS—refund of the price for the defective Goods.
 5. The Customer is obliged to cooperate with ELHURT EMS at every stage of the complaint process.
 6. If the subject of the complaint is electronic modules, and ELHURT EMS has decided to remove the defect by repairing them, ELHURT EMS is entitled to request from the Customer the necessary explanations and guidelines regarding the repair of the specific module, if they were not provided with the complaint. If the Customer does not provide the requested information within the time specified by ELHURT EMS, ELHURT EMS will be entitled to leave the complaint unaddressed, without any liability on its part, and also—without further notice—dispose of the defective modules.
 7. If, despite cooperation in the complaint process and the provision of necessary explanations and guidelines by the Customer, the repair of the module is not possible or the cost exceeds the price of the modules subject to repair, ELHURT EMS is entitled to cease the complaint process and dispose of the defective modules, provided that the price of such defective modules is reduced by 50% of the price specified in the order confirmation. In such a case, ELHURT EMS will issue a corrective VAT invoice to the Customer, reducing the price of the modules that were not repaired, and will dispose of the modules.
 8. The Customer loses the rights under the warranty if they do not test the Goods within 7 calendar days from the date of receipt and do not notify ELHURT EMS of the detected defect within the next 5 calendar days. If the defect is such that it could not be detected during testing, the Customer loses the rights under the warranty if they do not notify ELHURT EMS of the detected defect within 5 calendar days from the date of detection, but no later than 3 months from the date of delivery of the Goods. With the notification

of the defect, the Customer is obliged to demonstrate compliance with the above deadlines.

9. If the Goods purchased by the Customer are printed circuit boards (PCBs), the Customer is obliged to conduct a test assembly on one circuit board. The Customer may only proceed with the assembly of the remaining boards after a successful test assembly. ELHURT EMS is not liable for damages or responsible under the warranty or guarantee if the Customer fails to conduct the test assembly.
10. The Customer is obliged to count the delivered Goods immediately after receiving them from the carrier or ELHURT EMS. The Customer loses the rights under the warranty concerning quantity shortages in the delivered Goods if these shortages are not reported to ELHURT EMS in writing or by email by the end of the next calendar day following the day of receipt/delivery of the Goods.
11. ELHURT EMS is obliged to consider the complaint no later than within 14 days from the date of its submission.
12. If the Customer disagrees with the response to the complaint, the Parties may commission a detailed examination of the quality of the Goods, the occurrence of the defect, and its extent, to a specialist institute. In such a case, the deadline for reconsidering the complaint will begin from the date the Parties receive the report containing the test results. The initial costs of preparing the report, particularly any advance payment, will be shared equally by the Parties. In the event of an unjustified complaint, all costs of preparing the report will be borne by the Customer.
13. The replacement or repair of the Goods will take place promptly after the complaint is positively considered, taking into account the time necessary to procure the Goods or components from the supplier or subcontractor. ELHURT EMS will make every effort to ensure that this period is as short as possible. If ELHURT EMS replaces defective Goods or removes defects in accordance with the provisions of this paragraph, the Customer may not claim damages for delays.
14. The rights described in this paragraph constitute the sole and exclusive claims of the Customer against ELHURT EMS arising from defects in the Goods. The warranty and guarantee granted to the Customer do not cover in any case Goods or their components subject to wear and tear, such as batteries, accumulators, light bulbs, and other similar products or consumable materials.

15. In the event that ELHURT EMS grants a guarantee for the Goods, the Customer's failure to comply with the deadlines specified in section 5 will simultaneously result in the loss of rights under the guarantee granted by ELHURT EMS.

§ 9 CONTRACT MANUFACTURING

1. In the case of ELHURT EMS providing manufacturing services, including the assembly of electronic modules, the following provisions also apply.
2. ELHURT EMS is entitled to unilaterally change the service execution date agreed upon by the Parties or specified by ELHURT EMS, in accordance with § 2 sections 5 or 6 of the GTS, if:
 - a. The material provided by the Customer to ELHURT EMS, necessary for the production of the Goods, is unsuitable for proper production of the Goods. In case of doubt, the exercise of the right by ELHURT EMS mentioned above does not imply that ELHURT EMS accepts responsibility for defects in the Goods resulting from the use of materials provided by the Customer.
 - b. Force majeure occurs, making the execution of the contract difficult (in particular, armed conflicts, military mobilization, revolutions, serious accidents during work, accidents, strikes, unforeseen events), or if any other

events beyond the control of ELHURT EMS occur, particularly delayed or incomplete deliveries from suppliers or subcontractors.

3. The Customer is entitled to inspect the production process and check the quality of materials intended for production if the Parties have explicitly granted such a right to the Customer in writing, under penalty of nullity, specifying the rules and conditions for such an inspection.
4. Unless the Parties have agreed otherwise, the price of the Goods manufactured by ELHURT EMS on the Customer's order does not include the costs necessary to start production, which will be calculated separately by ELHURT EMS.
5. If ELHURT EMS manufactures the Goods on the Customer's order based on technical documentation provided by the Customer, ELHURT EMS is only liable for physical defects in the Goods if the Goods do not comply with the documentation provided by the Customer. Furthermore, in such a situation, ELHURT EMS is not liable if the defects result from the manufacturing method specified by the Customer.
6. If the Goods purchased by the Customer are electronic modules subject to further processing by the Customer or are incorporated into the Customer's product, the Customer is obliged to conduct a test assembly on one module. The

Customer may only proceed with the assembly of the remaining modules after a successful test assembly. ELHURT EMS is not liable for damages or responsible under the warranty or guarantee if the Customer fails to conduct the test assembly.

7. Notwithstanding any other provisions of these GTS, if, in accordance with individual agreements between ELHURT EMS and the Customer, the Customer is entitled to cancel the order or ELHURT EMS has agreed to the cancellation of the order by the Customer, the Customer is obliged to pay ELHURT EMS the following amounts:
 - a. 15% of the price of elements whose delivery ELHURT EMS canceled without cost from its supplier or manufacturer, and
 - b. The equivalent of the price of elements for which the cancellation of the order with the manufacturer or supplier of ELHURT EMS was not possible, increased by an amount equal to 15% of the value of these elements, unless the Parties have agreed otherwise in writing or by email, under penalty of nullity.

§ 10 LIABILITY

1. ELHURT EMS is liable for damages only for direct damage caused by intentional misconduct or gross negligence. In the event of liability for damages on the part of ELHURT EMS, it is obliged to cover only the actual loss incurred

by the Customer. The liability of ELHURT EMS for the loss incurred is limited to an amount equal to the net value of the Goods in connection with which the damage occurred. ELHURT EMS is not liable for the lost profits of the Customer or its contractor.

2. The court having jurisdiction over the resolution of disputes between ELHURT EMS and the Customer, directly or indirectly related to the placed order, accepted offer, and concluded contract, shall be the common court having jurisdiction over the location of ELHURT EMS's headquarters.
3. All orders or contracts concluded by the Customer with ELHURT EMS are governed by Polish law.

§ 11 FINAL PROVISIONS

1. The Customer undertakes to promptly notify ELHURT EMS in writing of any change in its registered office, place of residence, or address for correspondence. Failure to notify results in the deliveries made to the address indicated in the order being considered effective.
2. If any provisions of the GTS become invalid or ineffective for any reason, this does not affect the validity of the remaining provisions of the GTS.
3. The content of the order confirmation and the content of

these GTS constitute the entire agreement with ELHURT EMS and take precedence over the offer, any previous negotiations, or agreements.

4. These GTS were adopted by the resolution of the Management Board of ELHURT EMS on June 6, 2022, and are effective for an indefinite period until they are changed or replaced with new GTS.
5. For the purposes of contract execution, ELHURT EMS collects personal data of Customers included in inquiries, orders, VAT invoices, and correspondence, including emails. ELHURT EMS is the data controller of the personal data of Customers who are natural persons, obtained in connection with commercial cooperation. ELHURT EMS implements a Security Policy adopted by the Management Board, which is a set of rules and procedures applicable to the processing and use of personal data in all personal data collections administered by ELHURT EMS. Detailed information regarding the personal data protection rules at ELHURT EMS can be found on the website www.elhurtems.com.