

GENERAL TERMS OF SALE AND DELIVERY

**of
EUROLOOP Sp. z o.o.
ul. Jagiellońska 39
33-300 Nowy Sącz
POLAND**

registered with the National Court Register under the KRS No. 0000673446, with a share capital of 47 700 PLN, VAT ID: 734 35 484 68, hereinafter as 'EUROLOOP';

Article 1

Applicability

- 1.1 With the exception of Product Distribution Agreement, Sales Agreement or any other agreement concluded between the parties, a legal relationship between the Client and EUROLOOP is provided for and governed by these General Terms. The Client hereby declares to have read the General Terms. These General Terms prevail on any purchase terms of the Client.
- 1.2 The General Terms shall govern rights and obligations of the Parties of a contract of sale and/or delivery of products/goods sold or delivered by EUROLOOP to the Clients of EUROLOOP which constitute business entities to the extent not regulated in a separate agreement.
- 1.3 These General Terms shall apply unless the Parties have expressly agreed otherwise in writing.
- 1.4 In the event of a conflict between the provisions of the General Terms and provisions of a concluded agreement, the provisions of the concluded agreement shall prevail.
- 1.5 A declaration of refusal of acceptance of the General Terms shall be expressed to EUROLOOP in writing subject to nullity.
- 1.6 Any deviation from the General Terms may be possible provided they are agreed with EUROLOOP in writing.

Article 2

Validity of quotes

Any quote submitted by EUROLOOP shall be valid for a period of fifteen calendar days unless the quote specifies a different term of validity.

Article 3

Orders

- 3.1. Sales quotes are not binding upon EUROLOOP. Taxes are not included in the price. A change to the official prices, as determined by the law, will result automatically in an adjustment to the sale prices, provided in a Sales Order. An increase may also apply to a part of an order.
- 3.2. An order is only accepted upon written confirmation of EUROLOOP in the form of a Sales Order. In a case a person or a legal entity places an order on behalf of a third party, that person or the entity remains liable for such order and will be held responsible for settlement.
- 3.3. All orders shall be prepared in writing and shall be subject to acceptance by EUROLOOP. EUROLOOP will confirm orders placed by the Client within a maximum of 10 business days from the date of receipt, otherwise, the order will be deemed rejected by EUROLOOP.
- 3.4. Each Sales Order shall contain the Client's VAT EU number.
- 3.5. By submitting an order the Client acknowledges that it has read and accepted General Terms of Sale and Delivery.
- 3.6. Placing a signature by the Client on the sales quote prepared by EUROLOOP and its sending / transfer to EUROLOOP shall be deemed as submitting an order by the Client.
- 3.7. Offer documents of EUROLOOP, such as illustrations, drawings and sales quotes are not binding.

Article 4

Shipment of goods

- 4.1. The transport or shipment of products/goods, irrespective of the means of transport, remains at the entire risk of the addressee. The same applies when the transport is prepaid.
- 4.2. Unless otherwise agreed in writing by the Parties, EUROLOOP tenders Products for delivery EX-WORKS EUROLOOP's / Poland's facility per ICC INCOTERMS 2021 (Zabierzów).
- 4.3. Delivery times are only binding if confirmed by EUROLOOP. Delivery times shall be established by EUROLOOP in the order confirmation (Sales Order), unless the Parties agreed otherwise in writing.
- 4.4. In the event of force majeure or any other event which makes dispatch burdensome or difficult, the delivery times shall be adjusted accordingly. The same shall apply in case of a delay in delivery of raw or construction materials or components used to assemble products/goods, provided such delay had an impact on the production of the products/goods and EUROLOOP is not responsible for such delay.

- 4.5. The delivery times shall be considered respected in case the goods/products have left EUROLOOP's warehouse or were ready for dispatch not later than on the last day of the term.
- 4.6. In case EUROLOOP acts as a middleman, the delivery times guarantee is limited to the products/goods delivered by EUROLOOP.
- 4.7. In case when a sales quote prepared by EUROLOOP indicates a specific quarter of a given year as the delivery date, it is assumed that the dispatch will take place no later than on the last day of the last month of that given quarter.
- 4.8. EUROLOOP will produce and deliver the goods ordered by the Client in compliance with the agreed delivery terms included in the accepted orders, in accordance with article 3.2 above.
- 4.9. Any complaints concerning the delivery of products or the performance of services must be brought to EUROLOOP's attention at delivery. Any complaint must be confirmed by sending a motivated registered letter to EUROLOOP, within 3 business days from the delivery or execution date. Submitting a complaint does not suspend the obligation of payment.
- 4.10. In case any of the Parties wishes to withdraw from a part or a whole of a contract following its conclusion, such withdrawal requires a written consent of the other Party, otherwise null and void. EUROLOOP may subject its consent to a withdrawal of a Client under the condition that the Client pays a contractual penalty equal to no less than 35% of the net value of the contract. In case EUROLOOP's loss exceeds the amount of contractual penalty, the Client shall return the amount of loss to EUROLOOP in full.

Article 5

Prices and Payments

- 5.1. All the invoices issued by EUROLOOP are payable by a bank transfer to the bank account indicated on the invoice within 7 calendar days from the date of receipt of the invoice or proforma invoice. A different payment date may apply if stipulated in documents binding for the Parties, or on the invoice or proforma invoice. Prices for products/goods are specified in the Sales Order and do not include VAT, which will be added in accordance with the applicable laws.
- 5.2. Payment conditions resulting from sales quotes, or – if they were not included in the sales quotes from the order confirmation, are binding for the Parties to the General Terms of Sale and Delivery.
- 5.3. The payment conditions shall be indicated in the Sales Order. In case the payment conditions are not indicated in the Sales Order, the following applies: 70% upfront payment at the time of the order and 30% prior to shipment
- 5.4. Each order must be paid in advance by default. The advance payment must be recorded at the EUROLOOP's bank account no later than 3 business days before the delivery date of the products EX WORKS EUROLOOP's facility per ICC INCOTERMS 2021.

- 5.5. The Client shall promptly reimburse EUROLOOP for any costs and expenses incurred by EUROLOOP in collecting any delinquent amounts due to EUROLOOP, including without limitation reasonable legal expenses, default interest, if any.
- 5.6. The Client's right to deduct from its payments any amounts due from EUROLOOP shall be expressly excluded unless such amounts are indisputable and legally recognized. Any deduction by the Client that may take place in accordance with the previous sentence is strictly limited to the payments within the framework of the same contract.
- 5.7. In case the taxes are raised or new taxes and fees are introduced which has an impact on the price of the goods/services, before the Client finalises its payment, the price shall be automatically adjusted as of the moment of entry into force of the new regulation altering fees and taxes. This applies equally to taxes imposed in Poland as abroad.
- 5.8. In case of delay in payment or lack of payment on the due date, without any proof of default, a conventional interest rate of 1 % of the amount of the invoice will be charged per month. The interest rate shall be counted from the date of receipt of the invoice, or from the fixed payment date. Each commenced month shall be charged as it was a full month.

Article 6

Reservation of Title

- 6.1. All products/goods not fully paid for remain EUROLOOP's property. In case of default in Client's payment obligations, any paid advances/prepayments are treated as compensation for expenses and loss of profit.
- 6.2. In the event that the ordered products/goods were paid for in full before sending the Purchase Order, their ownership shall pass to the Client upon EUROLOOP's delivery of the products/goods according to delivery provisions set in article 4.2 above.
- 6.3. A delayed payment entitles EUROLOOP to stop further deliveries or services without a need to issue a demand for payment letter.
- 6.4. In case the delivery of goods or provisions of services takes place on a later date than foreseen, it will not constitute grounds for a cancellation or withdrawal for the agreement, nor it does not constitute grounds for any compensation unless it results from an act of bad faith or a grave error by EUROLOOP.
- 6.5. The Client may not cede, transfer or encumber the Order, or any part of it without a prior written acceptance of EUROLOOP, otherwise null and void
- 6.6. The lack of payment of an invoice on the due date entitles EUROLOOP to claim immediately the payment of all other invoices of that Client, even those which are not due yet.

- 6.7. In case of any doubts or comments concerning the invoices and/or the General Terms, the Client has an obligation to send them to EUROLOOP within 3 calendar days after the receipt of the invoice date in writing

Article 7

Transfer of risk and acceptance

- 7.1. The risk of loss and damage of products/goods shall pass to Client upon EUROLOOP's delivery of the Products according to delivery terms set out in article 4.2 above.
- 7.2. The Client shall collect the goods in the agreed time. The Client has no right to refuse to collect the products/goods.
- 7.3. If the Client does not collect the goods in time it shall compensate any losses suffered by EUROLOOP. In particular, the Client shall cover any costs incurred by EUROLOOP with respect to insurance of the products/goods.
- 7.4. Following the collection of the goods the Client has an obligation to check the quantity and the quality of the products/goods immediately, and in any case inform EUROLOOP in writing not later than within 3 calendar days after the delivery.

Article 8

Liability

- 8.1. Liability of EUROLOOP for the defects of the goods shall be limited to the material defects in the goods themselves. Any other liability, including liability for lost profits and lost production, shall be expressly excluded.

Article 9

Warranty

- 9.1. Products/goods purchased by Client are covered by EUROLOOP's warranties.
- 9.2. EUROLOOP warrants the good quality of the goods in accordance with the documents listed above.
- 9.3. In case of delivery based on the terms EXW Zabierzów (Incoterms 2021), the warranty period shall commence at the moment of the Client's notification by EUROLOOP of the readiness of the products/goods for dispatch.
- 9.4. The warranty shall be given on the condition that the goods are used in accordance with the technical documentation, the operation manual, the warranty card, or the catalogue card. The warranty shall not cover fast-moving parts.

9.5. The warranty shall not cover mechanical, chemical, thermal, or other damages to the goods and defects affected by them, or caused by action or inaction of the Client. Neither shall the warranty cover the goods with seals or other protections removed.

9.6. The implied guarantee for physical defects shall be expressly excluded.

Article 10

Force majeure

Neither party will be in default for any failure or delay in performing any obligation hereunder (other than the payment of money) if such failure results from any cause not within its reasonable control, including without limitation fire, lightning, storm, flood, earthquake, strike or other labour disputes, transportation difficulties, supply chain issues, governmental laws, regulations or other acts, sabotage, acts of the public disturbance, war, riots, insurrection, or natural disasters, restrictions due to the state of epidemic or medical emergency (each a "Force Majeure Event"). A party whose performance is delayed or prevented by a Force Majeure Event will give prompt written notice to the other party, and will devote commercially reasonable efforts to remedying, to the extent possible, the condition giving rise to such Force Majeure Event, and to resuming performance promptly.

Article 11

Disputes and applicable law

11.1. Any dispute, controversy, or claim arising between Parties shall be settled by arbitration in accordance with as at present in force the UNCITRAL Arbitration Rules by the Court of Arbitration at Cracow Chamber of Commerce and Industry (Sąd Polubowny przy Izbie Przemysłowo – Handlowej w Krakowie), a panel of three (3) arbitrators. Each party shall select one (1) arbitrator.

11.2. The Court of Arbitration shall settle all disputes, above mentioned under material law of the Republic of Poland. All such arbitration shall be held in Cracow, Poland, and the decision of the arbitrators shall be final and binding upon the parties.

11.3. Only the material law of the country of residence of EUROLOOP is binding. For any litigation which cannot be settled by arbitration, in accordance with point 1 and 2 above, only the courts of this residence are competent.

Article 12

Software

12.1. EUROLOOP provides also the computer software for access to the Internet application HAWKe BACKEND PLATFORM (provided in a SaaS model) in the following software variants:

- Basic (included in price)
- BizBERT (paid additionally according to the pricelist)
- TechBERT (paid additionally according to the pricelist)
- PayBERT (paid additionally as a percentage of the gross revenue from the sale of electricity through the charger)

Article 13

Others

13.1. Unless provided otherwise Zabierzów shall be the place of execution of the contract.

13.2. Shall one or more provisions above prove invalid, it shall not influence validity of the other provisions.

13.3. The present General Terms of Sale and Delivery shall come into effect on 1 April 2022.

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