

GENERAL TERMS AND CONDITIONS

I. Definitions

- 1.1. GTC: these General Terms and Conditions
- 1.2. Agreement: any purchase, sale, lease and/or mandate, service or other type of agreement concluded between AquaCar Group Sp. z o.o. (hereinafter ACG) and the client as well as any subsequent and/or related agreements and/or obligations.
- 1.3. Offer: each offer of ACG made to a (potential) client.
- 1.4. ACG: a company operating under agreements as seller, supplier, lessor and/or contractor, or in the case of an offer, as the party making the offer.
- 1.5. Client: any person concluding an agreement with ACG within the meaning of clause 1.2 or to whom an offer of ACG within the meaning of clause 1.3 is addressed.
- 1.6. Days: all calendar days.
- 1.7. Complaints: any client's complaints regarding the quality or quantity of delivered products (equipment), materials (adhesives, chemicals) or services provided.
- 1.8. Our Warehouse: our commercial properties and/or land and/or other locations where we sort and prepare goods for shipment.

II. Application

- 2.1. Any and all agreements concluded by ACG and offers made by ACG are subject to these GTC.
- 2.2. All current and future trade relations, all ACG deliveries and services – including additional benefits, advice and information provided – are always and exclusively carried out in accordance with these terms and conditions, even if they are not referred to in subsequent transactions.
- 2.3. If the client proposes other terms of commercial cooperation in writing, we declare that ACG – within no more than 30 days – shall respond in writing to the terms and conditions presented by the client.
- 2.4. The provisions of these GTC do not apply to the extent prohibited by statutory requirements. If, under certain circumstances, any provision is invalidated on such grounds, the provision most favourable to ACG shall apply and all other provisions shall remain applicable.
- 2.5. In all other cases, deviations from these approved GTC are permitted only with written consent signed by both parties to the agreement.

III. Offer/Conclusion of agreements

- 3.1. Upon commencement of performance of the agreement/lease/order by the client, the parties in commercial cooperation are subject to the terms and conditions specified in the offer made by ACG.
- 3.2. The sale of products, materials and/or services offered by ACG and its subsidiaries is based on the following documents (collectively referred to as the "agreement") listed in the following order of importance:
 - negotiated agreement,
 - price offer made by ACG,
 - general terms and conditions.
- 3.3. ACG is not bound by the offer accepted by the client if the client requires amendments or additions to its content. In such a case, within no more than 30 days, ACG shall respond in writing to the content of the newly made offer.
- 3.4. ACG is not bound by the offer if the client's declaration of its acceptance is received with delay.
- 3.5. An order or other document submitted by the client in writing means the client's unconditional acceptance of the agreement, including these general terms and conditions. Any provision contained in the client's order or other documents issued by the client which are contrary to the content of the agreement or are not included in it is hereby rejected unless expressly accepted in writing by ACG or an authorized representative of ACG with specific reference to these general terms and conditions.
- 3.6. In case of any doubts, the agreement is deemed to be concluded at the registered office of ACG.

IV. Price

- 4.1. The prices resulting from the current price list of ACG, which is valid at the time of conclusion of the agreement and/or on the day of the service or delivery, shall be considered applicable.
- 4.2. Subject to a positive credit decision of ACG, the payment period is fourteen (14) days from the date of shipment. Prices are fixed and no trade discounts or other types of discounts apply. Prices shall not include taxes, duties and other costs such as special packaging, shipping and insurance costs, unless expressly stated in writing by ACG. The client agrees to pay such costs, if applicable; if such costs are charged by ACG, the client shall indemnify and hold harmless ACG for all such costs. ACG may collect applicable taxes, such as VAT, from the client.
- 4.3. If, after approval of the order or submission of the offer, the essential components of the products, materials, costs change significantly, ACG is entitled to adjust the price accordingly. Clients shall be notified immediately of such a situation in writing.

V. Delivery

- 5.1. Unless other forms of delivery are agreed, the delivery is deemed to be completed when the product is prepared for shipment in the ACG warehouse and after notifying the client of this fact in writing. The risk passes to the client upon receipt of notification of the product's readiness for shipment or, at the latest upon receipt by the client or by the forwarding company of the product from the ACG warehouse as the beginning of the transport. This also applies when ACG takes over the shipping costs.
- 5.2. As a general rule, the shipment is uninsured and is at the client's expense, under the INCOTERMS EXW conditions.
- 5.3. The delivered product is subject to acceptance by the client also in the case of defects and shall only be returned to ACG with written consent. The client stores the product free of charge.
- 5.4. The client shall not set off a claim against ACG, including a claim for products, services provided or materials returned by the client for repair or rectification.
- 5.5. If the client delays the shipment, the payment period shall be calculated from the date of preparation of the shipment by ACG, and the products for the client shall be stored at the client's expense and the client shall bear the risk of their loss. The client undertakes to conclude immediately and provide additional agreements and documents requested by ACG as evidence of protection and/or reinforcement of the protection of the products by the client.
- 5.6. After delivery, the client bears full risk for the delivered products and materials.
- 5.7. ACG has the right to choose the mode of transportation: road, ocean or sea freight.

VI. Payment

- 6.1. Unless stated otherwise, all invoices are payable by bank transfer until the due date stated on the invoice.
- 6.2. Payments shall be made in the currency specified on the invoice issued by ACG.
- 6.3. In the first place, payments shall be used to cover the costs due, then to interest, then to unpaid invoices, in chronological order, even if the client determines that its payment relates to other invoices and/or receivables.
- 6.4. The client in default with any payment obligation to ACG shall be deemed to be in default with respect to all of its overdue receivables against ACG.
- 6.5. Monthly interest shall be charged on the client's overdue payments – starting from the first day after the due date – at the rate of (a1) twenty-two percent (22%) per annum and (a2) of the maximum statutory interest rate (whichever is lower). ACG shall charge such interest without notice. ACG shall retain the product security to secure payment of all amounts owed to it by the client, including, but not limited to, the unpaid purchase price of the products.
- 6.6. If ACG has reasonable grounds to doubt the client's compliance with its obligations under these terms and conditions (e.g., payment obligation), ACG has the right to require the client to provide credit security in the amount, form and for the period specified by ACG; such credit protection shall include a letter of credit, prepayment or guarantee. If the client does not provide and fails to maintain such security, ACG shall terminate or suspend the agreement with immediate effect upon written notice to the client.

VII. Reservation of Title and Other Securities

- 7.1. All products and materials delivered to the client shall remain our property until the client pays all amounts due under the purchase/agreements concluded in respect of these products and materials and work performed in connection therewith, along with interest and

costs, as well as any other amounts related to the client's failure to comply with the contractual.

- 7.2. Products and materials subject to a reservation of title shall be sold or pledged by the client only with the written consent of ACG.
- 7.3. The client is obliged to immediately notify ACG of any transfer of possession or pledge of such a product or material to a third party.
- 7.4. The client releases ACG from any liability due to the combination or mixing of products by the client or a person acting on its behalf.
- 7.5. Assignment of own rights or delegation of duties contrary to the terms of this paragraph shall be considered invalid. The delegation of own rights or delegation of responsibilities shall not exempt the client from any obligations under this agreement. This agreement shall apply to the benefit of the parties and their respective permitted successors or permitted assigns.

VIII. Guarantee

- 8.1. ACG guarantees the client that the products are free from defects in material and workmanship provided that the products are installed, used and maintained in accordance with all installation, use, maintenance, storage, etc. instructions; and that the guarantee period is (a1) twelve (12) months from the date of first use, (a2) fourteen (14) months from the date of shipment, or (a3) two thousand (2,000) hours of use, whichever occurs first.
- 8.2. The above-mentioned guarantee does not apply to and does not cover product defects resulting in whole or in part from:
 - 8.2.1. accident, neglect, abuse or misuse of the products,
 - 8.2.2. drawing, design or specification provided by the Client,
 - 8.2.3. improper or unauthorized maintenance, inspection, installation, storage or use,
 - 8.2.4. willful destruction, misconduct, recklessness, negligence or violation of applicable law or implementing rules by the client or its contractors, employees, etc.,
 - 8.2.5. use of materials other than those recommended by ACG used in products recommended and delivered by ACG,
 - 8.2.6. alteration, modification or repair of products by anyone other than an ACG employee or person authorised by ACG,
 - 8.2.7. normal wear and tear or normal consumable wear,
 - 8.2.8. faster wear due to the use of materials other than those recommended by ACG,
 - 8.2.9. damage that occurred after the date of shipment, if that damage is not directly attributable from defects in materials or workmanship.
- 8.3. Upon receipt of the product, the client shall immediately count and control the products for visible defects. The products used shall be deemed to comply with the contractual terms, unless they have hidden defects.
- 8.4. Upon receipt of the materials, the client shall immediately count, weigh and control the materials for visible defects. The materials used shall be deemed to comply with the contractual terms, unless they have hidden defects.
- 8.5. Upon receipt of the services, the client shall immediately control the quality of the provided service for visible defects. Destruction of the equipment as a result of the provided service shall be considered as meeting the complaint conditions, unless they have hidden defects.
- 8.6. Complaints regarding products in terms of quantity, visible defects shall be reported in writing immediately within a maximum of one week from the date of delivery of the product to the client, and in terms of hidden defects, within a maximum of three months from the date of delivery of the product to the client.
- 8.7. Complaints regarding the quantity, weight, dimensions, visible and hidden defects of materials shall be immediately reported in writing.
- 8.8. Clients shall accept a 10% error tolerance in the chemical industry with respect to the quantities, dimensions and weights of delivered materials.
- 8.9. Complaints regarding services in terms of quality of the service provided, visible defects shall be immediately reported in writing, within a maximum of one week from the date of service provided to the client.
- 8.10. The use of repair parts or spare parts not delivered or approved by ACG shall void the manufacturer's formal guarantees and shall adversely affect the safety and proper operation of the products. This guarantee does not cover product damage or failure caused in whole or in part by the use of repair parts or spare parts not delivered or approved by ACG.
- 8.11. ACG shall not be liable or legally responsible under the foregoing guarantee if the total price for the products is not paid within the prescribed payment period. If ACG provides service in response to a warranty claim that is determined not to be covered by this guarantee, ACG shall invoice the client for the cost of such service at ACG's applicable rates, including reasonable travel expenses; and the client shall pay such invoice without objection within fourteen (14) days from the date of issue of the invoice by ACG.
- 8.12. For defects in parts not manufactured by ACG, ACG's liability is limited to the assignment of claims that ACG has against the supplier of such defective parts. If ACG's claims against the supplier are impossible to implement, ACG shall, at its own discretion, repair or provide a replacement free of charge.
- 8.13. During the guarantee period, if repair or replacement is not possible with a test period of at least one (1) month, but does not result in replacement, or after failing to remove the defect three times, the client shall demand cancellation of the agreement or reduction of the purchase price.
- 8.14. ACG is obligated to its clients to repair or replace products that do not meet the standards specified in clause 8.3. or materials specified in clause 8.4. provided that the client has checked and timely and diligently followed the complaint procedure described in clauses 8.2., 8.3., 8.4., 8.5., 8.6., 8.7. and 8.9.
- 8.15. Complaints under no circumstances entitle the client to withhold its payment obligations towards ACG.

IX. Limitation of Liability

- 9.1. ACG shall not be liable for damages suffered by ACG's clients or third parties, caused by the use of auxiliary means.
- 9.2. ACG shall not be liable for any damages caused unintentionally, including those caused by gross negligence.
- 9.3. ACG shall not be liable for direct liability, release from liability, breach of warranty or guarantee, loss of expected profits, loss due to plant closure, inactivity or increased operational costs, monetary cost, loss of use of equipment, loss of capital or revenue, economic loss, punitive damages or losses, incidental or consequential damages or losses, even if foreseeable.
- 9.4. The amount of contractual, tort liability (including due to negligence), direct liability, release from liability, breach of guarantee or warranty that ACG incurs under or in connection with the agreement shall not exceed the purchase price paid by the client to ACG for the product(s) or materials.

X. Termination of the agreement/withdrawal from the agreement

- 10.1. In all cases where the agreement is terminated for reasons attributable to the client, the client is obliged to pay ACG compensation, costs and loss of benefits, and return the delivered product(s) or materials to ACG. The client is responsible for the product(s) or materials until received and approved by ACG.
- 10.2. The client has no right to withdraw from the agreement if the delivery date of the ordered product/material/service is exceeded by ACG as a result of circumstances not attributable to ACG and which circumstances prevent ACG from fulfilling the obligation agreed in the agreement/offer in a timely manner.
- 10.3. The provisions of clause 10.2. do not apply in the event of withdrawal by ACG from the agreement in accordance with the provisions of clause 14.1. of these GTC.

XI. Violation of third-party rights

- 11.1. The client shall ensure that the products supplied by ACG in accordance with the instructions or drawings provided by the client, or by means of templates or moulds, do not violate the intellectual property rights of third parties.
- 11.2. Violation of the provisions of clause 11.1. shall result in the immediate termination of the agreement by ACG upon written notice.
- 11.3. The client shall indemnify ACG against any and all justified claims of third parties in connection with the infringements referred to in clause 11.1.

XII. Patent Infringement and Test Products and Materials

- 12.1. Unless expressly agreed otherwise, ACG has the right to deliver to third parties any test products and materials that ACG delivers to a given client.
- 12.2. Samples of test products and materials shall be controlled by the client within 14 days of shipment/receipt. Samples of test products and materials are deemed approved in the absence of notification of their rejection within 14 days of receipt of the samples or test product(s) and materials by the client.
- 12.3. Unless expressly agreed otherwise, all templates, test apparatus, samples, moulds, drawings, and all equipment and instructions for delivery of test products and materials are and shall remain the property of ACG.
- 12.4. Replacement and maintenance of products and replacement of test materials shall be made at the client's expense.
- 12.5. Drawings, know-how and designs provided by ACG to the client shall not be copied or disclosed to third parties without the written consent of ACG. They shall be returned to ACG immediately after use. For each violation of the above prohibition, the client is obliged to pay ACG a contractual penalty in the amount of fifty thousand euros (€ 50,000.00).
- 12.6. If the templates are not used for five years, ACG has the right to destroy them, whether owned by ACG or owned by the client. ACG shall notify the Client in writing of ACG's intention to destroy the templates after five years, but there is no such legal obligation.
- 12.7. The client has no right to rent or resell the patented ARC-in Spraying Systems. In the event of damage to any part or all of the ARC-in Spraying System, the client is obliged to return all components of the ARC-in Spraying System to ACG's premises, at its own expense, subject to a penalty of five thousand euros (€ 5,000.00) for each the above violation.
- 12.8. The client, in accordance with the ARC-in Spraying System patent protection, has no right to make available or show (in person or through its subordinate employees) the products rented or purchased from ACG, as well as any technical documents and photographic documentation, to other companies without the written consent of ACG under the threat of a financial penalty of one hundred thousand euros (€ 100,000.00) for each of the above violations.

XIII. Other Terms and Conditions

- 13.1. This agreement constitutes the complete, final and exclusive content of the agreement for the purchase, lease and sale of the product(s) and materials between the client and ACG. All previous or contemporaneous oral or written agreements, understandings and representations are incorporated into this agreement. The course of previous cooperation between the parties, commercial practices or the course of commercial transactions do not constitute the basis for amending, supplementing, accepting or interpreting this agreement. Any and all amendments or additions to this agreement shall not be binding on ACG, unless made in writing and signed by an authorised representative of ACG.
- 13.2. The parties to this Agreement are independent contractors to each other. Nothing in this Agreement shall be construed as creating an intermediary, partnership, joint venture or other type of joint venture, employment or fiduciary relationship between the parties; neither party has the right to conclude agreements and incur obligations on behalf of the other party.

XIV. Force Majeure

- 14.1. In the event of difficulties caused by long-term circumstances for which ACG is not responsible and which prevent ACG from fulfilling its obligations, ACG has the right to withdraw from the agreement by notifying the client in writing, without being obliged to pay compensation to the client.
- 14.2. Circumstances for which ACG is not responsible include, in particular:
 - force majeure: war, strike, fire, flood, hurricane,
 - disruptions in the delivery of semi-finished/semi-manufactured products,
 - non-performance or untimely performance of obligations by subcontractors/contractors,
 - disruption to traffic or other modes of transport, etc.

XV. Security

- 15.1. ACG has the right to require the client to secure performance of its obligations at any time.
- 15.2. ACG also has the right to choose the method and type of security.
- 15.3. If the client ignores or refuses to provide security within the period specified by ACG, then ACG shall have the right to terminate the agreement by giving written notice. In the case of completed delivery of the product(s) or materials to the client, the client shall be obliged to return it within 5 days from the date of termination. The provisions of section XVI of these GTC shall apply accordingly.

XVI. Applicable Law

- 16.1. Any and all agreements concluded with ACG and the resulting obligations are subject to the provisions of the Code of Civil Law and the provisions of Polish international law.

XVII. Place of performance

- 17.1. Unless otherwise agreed in writing, the place of performance of the agreement and the place of payment is the registered office of ACG.

XVIII. Jurisdiction

- 18.1. All disputes regarding agreements concluded with ACG or obligations arising therefrom shall be subject to the jurisdiction of the court specified by law, competent for the registered office of ACG.

XIX. Amendments

- 19.1. ACG has the right to amend these GTC.
- 19.2. The amended provisions are effective as of the date specified in the amended provision.
- 19.3. Clients known to ACG at the time of amendments shall be notified in writing of such amendment.