

**GENERAL TERMS OF SALE**  
**SEC SYSTEMS Sp. z o.o.**

**GENERAL PROVISIONS**

1. These General Terms of Sale (hereinafter referred to as: „GTS”) apply to contracts concluded by **SEC SYSTEMS Sp. z o.o. (Ltd.)** and the Ordering Party, on the basis of which the Contractor is obliged to perform specific work, deliver the product, sell the product, perform the order, provide services or provide other services of a similar nature.
2. These GTS constitute an integral part of the contract concluded between the Parties. If these GTS have not been attached to the contract or the order, but GTS are referred to in the content of the order or the contract, the Ordering Party is bound by these GTS in the version being in force and published on Contractor's website on the date of concluding the contract or placing the order.
3. Commencing cooperation, in particular submitting an inquiry, order, concluding a contract, as well as performing any other activity of a similar nature, means acceptance of these GTS by the Ordering Party. If the Ordering Party has received information about these GTS with one order or contract, it is considered that the Ordering Party has read and accepts these GTS for all subsequent contracts and orders between the Parties.
4. These GTS take precedence over Ordering Party's general terms and conditions of contracts. The Contractor is bound by the general terms and conditions of the Ordering Party only to the extent that they are consistent with these GTS or if the Contractor expressly agrees to it in writing, otherwise null and void.
5. Documents making up the content of the contract (contractual relationship between the Parties) constitute its integral part and should be treated as mutually explanatory or complementary, however, in the event of contradictions, ambiguities or other inconsistencies, the correct interpretation of the documents will be made according to the following hierarchy :
  - 1) contract or order, specifications and technical descriptions
  - 2) special terms and conditions,
  - 3) there GTS,
  - 4) other attachments to the contract,
  - 5) any other documents that are part of or related to the contract.

**§ 1**  
**DEFINITIONS**

1. In the documents making up the content of the contract, the following words and phrases shall have following meanings:
  - 1) **Contractor** – shall mean SEC SYSTEMS sp. z o.o. (Ltd.) with its registered office in Gdańsk (Poland), prof. W. Andruszkiewiczza street 5, 80-601 Gdańsk, entered in the register of entrepreneurs conducted by the Gdańsk – Północ District Court in Gdańsk VIII Economical Department of the National Court Register under KRS No. 0000745375, tax identification number: 5842775951, share capital: 100.000,00 PLN,
  - 2) **Ordering Party** – shall mean a natural person, legal person or other entity that is not a legal person, which the law grants legal capacity, ordering the performance of Works by the Contractor,
  - 3) **Parties** – shall mean the Contractor and the Ordering Party,
  - 4) **Client** – shall mean a natural or legal person or other entity that is not a legal person, which the law grants legal capacity, with which the Ordering Party has concluded a contract, on the basis of which the Ordering Party is obliged to perform works, supplies or services, for which the performance of, Contractor's Works are ordered by the Ordering Party,
  - 5) **Works** – shall mean any non-monetary services provided by the Contractor to the Ordering Party; this term is used both in relation to the Contractor's services consisting in the performance of a specific work, construction works, delivery of a product, sale of a product, performance of an order, provision of services, as well as the provision of any other services of a similar nature,
  - 6) **Defect** – means non-compliance of the Works with the contract, poor quality, incompleteness of the Works,

- 7) **Significant Defect** – a Defect that prevents or significantly hinders the use of the Works in accordance with their intended purpose,
- 8) **remuneration** – means the amount due to the Contractor for the performance of Works or Additional works, increased by VAT at the rate applicable on the date of issue of the invoice,
- 9) **contract** – means all documents making up the contractual relationship between the Ordering Party and the Contractor, including in particular:
  - a. contract or order, specifications and technical descriptions,
  - b. special terms and conditions,
  - c. there GTS,
  - d. other attachments to the contract,
  - e. any other documents that are part of or related to the contract.
- 10) **Work site** – means the place or places that have been made available to the Contractor in connection with the performance of the Works or the place of delivery, if the contract includes only delivery of goods,
- 11) **Acceptance protocol** - means a partial acceptance protocol or a final acceptance protocol of the Works, duly signed by the Ordering Party and the Contractor, confirming that the Parties have carried out the acceptance procedures – respectively of part or all of the Works,
- 12) **Additional works** – means the Works not covered in the contract, performed by the Contractor on the basis of Ordering Party's or Client's order or in agreement with the Ordering Party or the Client,
- 13) **Copyrighted works** – constitutes a work within the meaning of article 1 clause 1 of the polish Law on copyright and related rights dated on 4<sup>th</sup> of February 4, 1994.
- 14) **Working day** - means a day from Monday to Friday, excluding public holidays in Republic of Poland,
- 15) **INCOTERMS** - means the commercial terms of delivery contained in the Incoterms 2020 publication issued by the International Chamber of Commerce (ICC) in Paris, and all subsequent versions in force on the date of the conclusion of the contract between the Parties,
- 16) **Force Majeure** – shall mean an event external to the Parties, not subject to their will, impossible to foresee or avoid, which could not be prevented with due diligence, significantly hindering or preventing the proper performance of the contract. Force Majeure does not include in particular:
  - a. an event caused by a Party or a third party for which the Party is responsible or by an affiliate, subsidiary or dominant entity of the Party,
  - b. lack of financial resources,
  - c. a strike, with the exception of a nationwide strike.

**§ 2**  
**CONCLUSION OF THE CONTRACT**

1. The Ordering Party is obliged to clearly inform the Contractor before concluding the contract, if the ordered Works should have specific parameters, other than those predominantly and commonly used on the European Economic Area (EEA) market; this applies in particular to stringent quality requirements or a specific purpose of the Works, as well as parameters untypical for the Works of a given type. In such a case, if the Contractor uses publicly available price lists - application of such price lists is excluded and the Contractor, at his sole discretion, reserves the right to (i) do an individual valuation of the Works or (ii) refuse to accept the order or (iii) propose a modification of order's specification, terms and conditions of order's performance.
2. The contract is concluded between the Parties:
  1. by placing the order by the Ordering Party and its express acceptance by the Contractor or by an express action of the Contractor towards the Ordering Party, immediately after receiving the order, indicating the acceptance of the order placed by the Ordering Party (e.g. issuing an invoice for advance payment by the Contractor and its submission to the Ordering Party). Contractor's confirmation order's receipt does not constitute its acceptance. Placed orders, which were not expressly accepted by the Contractor, do not constitute grounds for any claims against the Contractor. Application of article 68 (2) of the Polish Civil Code is excluded

- towards Contractor, which means that Contractor's silence or the lack of his immediate response may not be considered as acceptance of the order, even if the Parties remain in permanent commercial relations or
2. by acceptance of Contractor's the offer submitted to the Ordering Party; however, if the Ordering Party accepts Contractor's offer with modifications, the conclusion of the contract depends on Contractor's express acceptance of these changes, made in the manner specified in § 2 sec. 2 point 1 of the GTS, the application of article 68 (1) § 1 of the Polish Civil Code is excluded, even if the Parties remain in permanent commercial relations or
  3. by signing the contract by the Parties.
3. The order must include: ordered Works (products), specification (parameters, quality and technical requirements), as well as expected completion date, place of order's performance (Work site), and for deliveries also: the terms of delivery according to INCOTERMS rules. Lack of expected completion date in the order shall be understood as acceptance of the date indicated by the Contractor. Lack of expected conditions and place of delivery in the order shall be understood as acceptance of the terms of EXW INCOTERMS 2020. All parameters specified in the content of the order or attachments are deemed to be confirmed by the Ordering Party. The Contractor is not bound by the Ordering Party's annotations in the content of the order or attachments to it, indicating the non-binding nature of the materials provided, e.g. "Structural drawings are for illustration purposes", "This letter is not binding", "Dimensions should be checked on the construction site."
  4. If the Ordering Party does not provide necessary data referred to in point 3 above, the information provided by the Ordering Party shall be considered an inquiry.
  5. If the offer or order's acceptance issued by the Contractor contains modifications in relation to the conditions specified in the inquiry / order and such modifications do not significantly change the conditions specified by the Ordering Party, then the parties are bound by the contract with the content specified in the offer or accepted order, including the modifications introduced by the Contractor.
  6. The Ordering Party shall provide the Contractor with a list of its personnel authorized to place orders, sign invoices and documents confirming the receipt and acceptance of Works. In the absence of such list, it is considered that each person signing the above-mentioned documents in Ordering Party's office or at the Work site and placing orders using Ordering Party's mailbox is considered to be a properly authorized representative of the Ordering Party, in this case also persons disclosed on the Ordering Party's website, on its business cards, on letterhead or in catalogs or other documents of the Ordering Party and in public registers shall be deemed as properly authorized representatives of the Ordering Party.
  7. Oral contracts or orders require confirmation in writing or documentary form to be effective - in this case, the contract will not enter into force, if Contractor informs the Ordering Party in writing or in documentary form within 7 days after receiving above – mentioned confirmation, that the content of the contract confirmation does not correspond with prior oral agreement made by the Parties.
  8. Order's confirmation and submission of the offer may be made by the Contractor using one of the means of communication selected by the Contractor, i.e. in writing by personal handing over or sending by traditional mail, as well as in electronic form with a qualified electronic signature, in a documentary form via e - mail message to the addresses indicated by the Ordering Party, and in the absence of such, to the addresses disclosed in public registers or on Ordering Party's website, on its business cards, on letterhead or in catalogs or other documents of the Ordering Party. The Contractor may indicate in the content of the offer or order's confirmation, that the contract will not be concluded until the parties sign a contract.
  9. Without prejudice to § 2 point 5 of these GTS, in the event that the essential terms and conditions specified by the Ordering Party in the order or inquiry cannot be fulfilled, the Contractor shall notify this to the Ordering Party within 7 working days from the date of receipt of the order or inquiry and the Contractor shall propose his own terms of the performance of the contract and – if necessary - indicate the time by which the Contractor

will be waiting for Ordering Party's reply regarding the acceptance of the terms presented by the Contractor. It is deemed that the Ordering Party has agreed to the terms proposed by the Contractor, if the Ordering Party does not reply within the deadline set by the Contractor. If the Contractor does not set above -mentioned deadline, it is deemed that the Ordering Party has agreed to the terms proposed by the Contractor after 2 working days from the receipt of Contractor's notification.

10. Within 7 working days from the date of receipt of the order placed by the Ordering Party, the Contractor may refuse to accept the order, regardless of the reason. The Contractor shall inform the Ordering Party about such refusal, at Contractor's sole discretion: in writing, by e-mail, fax or by phone. Lack of Contractor's express refusal within the above-mentioned period does not mean Contractor's tacit consent (acceptance of the order) - § 2 sec. 2 point 1 of the GTS shall apply.
11. Any limitation of the Contractor's statutory rights or the rights granted in these GTS requires Contractor's express and written confirmation, under pain of nullity.
12. Catalogs, folders, price lists, technical documents and other advertising and commercial materials regarding the Works offered by the Contractor are for information purposes only and do not constitute an offer within the meaning of Polish Civil Code, and such materials are only an invitation to negotiate. Information on properties contained in above – mentioned materials is indicative and may not be basis for any claims. Product samples are only illustrative. The Contractor reserves the right to change any information, technical specification and catalog of goods contained in above-mentioned commercial materials. Until the conclusion of the contract, the Contractor reserves the right to amend any information, technical specification and catalog of goods contained in above-mentioned commercial materials. The Contractor reserves the right to change the design and technical data of the Works, resulting from modernization and technical progress, provided that the Works do not change their nature, purpose and technical properties despite said changes.
13. The Contractor reserves, that the commercial offers, calculations, designs, drawings and other technical data presented individually to the Ordering Party are confidential and may not be made available by the Ordering Party to third parties. Violation of this provision entitles the Contractor to exercise all his rights provided for by law, in particular to take legal action regarding a breach of Contractor's trade secrets according to Polish Act of on combating unfair competition dated on 16<sup>th</sup> of April, 1993.
14. The Contractor reserves the right of ownership and copyright to the drawings, calculations, technical calculations, and other documents provided or made available to the Ordering Party before and at the conclusion of the contract. Such materials are intended only for the purposes related to the conclusion of the contract and may not be, in whole or in part, reproduced or made available to third parties without the prior express written consent of the Contractor.
15. Change of the terms and conditions of the performance of the Works made by the Ordering Party requires Contractor's express acceptance - new terms and conditions of the performance of the Works are considered to be a new order, to which the rules set out in this paragraph apply, and this applies both to the increase or decrease of the scope of the Works, as well as the change of the specification of the Works.

### § 3 COMPLETION DATE

1. Any dates given by the Contractor are approximate and may not be treated as deadlines. Approximate completion dates are counted from the date of conclusion of the contract, however not earlier, than after the agreed advance payment is credited to Contractor's bank account; in the event the Ordering Party fails to make an advance payment within agreed deadline, the delivery/completion date, shall be extended by the time corresponding to Ordering Party's delay in payment.
2. Completion date may not be met by the Contractor as a result of circumstances for which the Contractor is not responsible, in particular in the event of:

- a. Ordering Party's failure to comply with these GTS, as well as other actions or omissions of the Ordering Party, Client or entities independent of the Contractor, if such actions or omissions hinder proper performance of the contract, including in particular Ordering Party's failure to hand over or otherwise make available the Work site or failure to prepare the Work site or a conflict between Contractor's Works and works performed by other contractors,
  - b. suspension of Works by the Contracting Party,
  - c. Ordering Party's delay in providing the Contractor with information necessary for the performance of the contract,
  - d. delay of Contractor's suppliers, on which the Contractor had no influence or his influence was limited,
  - e. goods or materials necessary to performance of the Works were damaged, destroyed or lost, due to the reasons not attributable to the Contractor,
  - f. delay caused by any event beyond the Contractor's control, including Force Majeure.
3. In the event of a delay in performance of the Works caused by any of the circumstances specified in point 2 above, the Ordering Party is not entitled to terminate the contract, refuse to accept the Works or to make compensation claims on this basis.
  4. In the event Ordering Party breaches the terms of the contract, order or these GTS, including in particular payment deadline for the current or previous order, not excluding payment of interest, any credit limit calculated together with the value of the currently placed order, the Contractor has, at his sole discretion, the right to: (i) refuse to accept the order or (ii) suspend the delivery or handing over of the Works - in both cases at least until the Ordering Party settles all outstanding obligations. The Contractor is not responsible for extending the term of Work's completion resulting from the above-mentioned causes. In the event that the confirmed order / contract cannot be performed or its performance is impeded due to above-mentioned reasons, the Contractor shall be entitled to withdraw from the contract in whole or in part for reasons attributable to the Ordering Party, within 90 days of becoming aware of above - mentioned breach.
  5. Regardless of Contractor's right referred to in point 4 above, in the event of a delay in payment of even a part of Contractor's remuneration, exceeding at least 14 days, the Contractor may, due to Ordering Party's fault, suspend the performance of a given contract or all contracts concluded between the Parties (at Contractor's sole discretion), and if the delay in payment exceeds 45 days, the Contractor may withdraw from the contract in whole or in part within 90 days counted from the day the delay in payment has reached 45 days.
  6. The Ordering Party shall not be entitled to any claims related to the suspension of Works made by the Contractor pursuant to point 4 or 5 above. The completion date is automatically extended by the period of suspension of the Works pursuant to point 4 or 5 above. If the suspension of the Works exceeds 30 days, the Contractor has the right to demand that the completion date for the execution of the Works to be appropriately extended for a period longer than that stipulated in the preceding sentence.
  7. In the event, that as a result of suspension of the Works pursuant to point 4 or 5 above, the Contractor has incurred additional costs related in particular to the storage of materials, goods and tools, accommodation of employees, posting of workers, demobilization and re-mobilization, the Ordering Party is obliged to reimburse the Contractor for such additional costs. This paragraph shall apply accordingly when the Ordering Party or the Client suspends the Works.
  8. Completion date may be changed and extended accordingly in the event of Force Majeure. The occurrence of Force Majeure may also be invoked by the Contractor during an already existing delay in performance. The Contractor shall immediately inform the Ordering Party about the commencement and end of such circumstances. The Contractor shall not be liable for any delay in performance of the Works resulting from Force Majeure.
  9. Without prejudice to other of Contractor's rights, in the event that the Works, are to be performed in parts, the Contractor shall have the right to withhold the performance of his obligations, including obligations under granted guarantees, when, due to Ordering Party's financial

condition, it is doubtful whether the payment of the Contractor's remuneration for the Works to be performed by the Contractor at a later date, will be made by the Ordering Party on the agreed date. In this case, the Contractor is also entitled to demand, that the Ordering Party gives a security in a form accepted by the Contractor. Points 6 and 7 above shall apply accordingly

10. In the event the Contractor terminates or withdraws from the contract due to the reasons attributable to the Ordering Party, the Ordering Party, regardless of other Contractor's claims under the contract, GTS or applicable laws, is obliged to pay the Contractor a contractual penalty in the amount of 10% of the net contractual remuneration (order value), which does not deprive the Contractor of the right to demand supplementary compensation.

#### § 4

##### DELIVERY, UNLOADING, ASSEMBLY

1. Subject to § 3 of these GTS, the delivery or performance of the Works takes place on the date agreed by the Parties and confirmed by the Contractor in the manner indicated in § 2 of these GTS, provided that the Ordering Party meets the conditions specified in the contract and these GTS, including in particular provided that the Ordering Party pays Contractor's due remuneration.
2. If the Ordering Party does not accept the delivery upon the delivery date confirmed by the Contractor or refuses to accept it, after 14 days from the confirmed delivery date, the Contractor has the right to withdraw from the contract in whole or in part within further 90 days. The Contractor may then demand a contractual penalty from the Ordering Party for withdrawal from the contract due to the fault of the Ordering Party in the amount of 10% of the contractual remuneration (order value) net, which does not exclude Contractor's right to demand supplementary compensation. Regardless of the contractual penalty, the Contractor may demand, that the Ordering Party reimburses the costs of storing the delivery for the period preceding the withdrawal or - if the acceptance of the delivery is made with a delay - cost of the daily storage or warehousing costs. Unless the Contractor stipulates otherwise, the costs of storage or warehousing of goods or products shall be set at 1% of the gross order value for each commenced week. The costs of storage and warehousing are counted from the day following the day, on which the delivery should to be accepted by the Ordering Party.
3. In the event that the Works have actually been delivered or performed, and the Ordering Party refuses to confirm the delivery and / or execution of the Works by signing the Acceptance protocol, the Contractor, after 3 days from the date of delivery or notification of readiness for acceptance of the Works, is entitled to sign a unilateral Acceptance protocol, indicating as the date of performance of the Works, the date on which the Works were actually delivered or performed by the Contractor.
4. The Contractor has the right to use the services of subcontractors, forwarders or carriers, at his own discretion, as the Contractor deems necessary for the performance of the contract, without the need to obtain the Ordering Party's consent.
5. If the access to the Work Site is restricted by an entry ban, the Ordering Party is obliged to inform the Contractor about this fact and provide him with appropriate permits and enable the Contractor to access the Work Site without any collision. All costs and damages resulting from Ordering Party's failure to perform his obligation indicated in this paragraph shall be borne by the Ordering Party.
6. In order to enable the performance of the Works on the Work site, the Ordering Party, undertakes, free of charge, to make available, in particular:
  - free access space, storage places to the extent necessary for the execution of the Works,
  - utilities necessary to perform the Works, in particular electricity,
  - social room for Contractor's employees with access to water and sanitary facilities,
  - ensure the possibility of undisturbed work without time limits, for the duration of the assembly and start-up, including in particular no conflict with works performed by other contractors.
7. If the contract or order includes the assembly, installation or connection of devices, the Ordering Party is obliged to properly prepare the

premises, in which the installation is to be performed by the Contractor, including in particular the performance of the following works by the Ordering Party and ensuring the following conditions in Work Site:

- i. completion of necessary construction and finishing works, the performance of which is necessary for the proper assembly, installation, connection or start-up,
  - ii. providing the Contractor with Work Site with all necessary installations and utilities and protected against harmful weather conditions,
  - iii. walls and ceilings should keep right angles, both vertically and horizontally.
- 8 Without prejudice to the other Contractor's rights, in the event of Ordering Party's failure to provide required conditions necessary for the performance of the Works, the deadline for the completion of the Works shall be automatically extended, and the Ordering Party shall be obliged to repair the damage suffered by the Contractor, in particular related to additional travel, accommodation or a prolonged stay of the Contractor's employees and warehousing, § 3 sec. 5-7 of the GTS shall apply accordingly.
- 9 The Ordering Party is obliged to notify the Contractor of any defects and shortcomings that result in inadequate preparation of the Work Site by the Ordering Party. Contractor's commencement of the assembly or installation or commissioning of the devices, despite obtaining the information referred to in this section, shall not constitute acceptance of such defects or shortcomings by the Contractor and shall not deprive the Contractor of the right to exercise any of his rights under these GTS, contract or applicable laws; it also does not mean that the Contractor accepts responsibility for defects caused by improper preparation of the Work site.
- 10 After the assembly, installation or commissioning is completed, and in cases that do not require assembly, after delivery, the Parties will sign the Acceptance protocol; § 4 sec. 3 of the GTS shall apply.
- 11 Without prejudice to other of Contractor's rights under the GTS, contract or applicable laws, in the event it is necessary to adapt the Works to incorrect conditions of the Work Site, the Contractor is entitled to charge the Ordering Party with the costs related to such adaptation of Works.

## § 6

### ADDITIONAL WORKS

1. Subject to the provisions contained in this paragraph, other provisions of these GTS apply accordingly to Additional Works.
2. The Contractor is obliged, at Ordering Party's request, to immediately provide the Ordering Party with all necessary information regarding the Additional Works, including in particular information about the necessity to perform any Additional Work.
3. If, in Contractor's opinion, it is necessary to perform Additional Works or if Ordering Party's comments or instructions are in fact an order for performance of Additional Works, the Contractor shall inform the Ordering Party about it, however Contractor's failure to provide Ordering Party with such information shall not deprive the Contractor of any of his rights, including claim for remuneration for performance of Additional Works. Order for Additional Works should include, in particular, the type and scope of the Additional Works, the date of commencement and completion of the Additional Works, and the remuneration for the performance of the Additional Works. The Contractor has the right to refuse to perform the Additional Works.
4. If the Contractor performs Additional Works without prior agreement between the Parties concerning the value of the remuneration due to the Contractor and the date of performance of the Additional Works: (i) the Contractor shall perform the Additional Works within the time justified considering the type and scope of the Additional Works (ii) Additional Works shall be settled based on their valuation prepared by the Contractor. The Contractor shall prepare a valuation of the Additional Works using agreed unit prices of the Works, and if such unit prices will be inadequate due to the specificity of the Additional Works or there are no such unit prices, the Contractor shall prepare a valuation for the Additional Works based on market prices, but considering prices of goods and services used by the Contractor in his business.

## § 7

### REMUNERATION

1. The remuneration provided by the Contractor relates only to the quantity of goods specified in the contract and the scope of services performed by the Contractor.
2. Unless expressly stated otherwise, the remuneration is specified in PLN and is a net amount that will be increased by value added tax (VAT). The remuneration may also be expressed as the PLN equivalent of an appropriate amount given in a different currency, converted into PLN at the average exchange (selling) rate of the National Bank of Poland (Narodowy Bank Polski), applicable on the date the invoice is issued.
3. In the event that in any agreements made between the Parties, the Contractor did not clearly indicate whether the given rates or prices are net or gross rates, it will always be deemed to be net rates, to which the applicable VAT will be added.
4. The Contractor reserves the right to change offered prices, if from the date of submitting the offer to the date of placing the order or concluding the contract, more than 30 days or another period clearly indicated in the offer by the Contractor have passed. After the above-mentioned period, the price list, including the individual price list or the offer, ceases to be binding.
5. The Ordering Party authorizes the Contractor to issue VAT invoices in electronic form and send the invoices to the e-mail address of Ordering Party's contact persons or to the general contact e-mail address of the Ordering Party, in particular disclosed on the Ordering Party's website.
6. Unless expressly agreed otherwise, the Contractor shall issue an invoice within 7 days from the date of delivery or completion of the Works. On the invoice, the Contractor shall specify the date and method of payment in accordance with the offer, price list, order or contract, and in the event the date of payment is not specified in the offer, price list or contract, it is assumed that the Ordering Party is obliged to pay Contractor's remuneration within 7 days from the date of receipt of the invoice.
7. The Contractor is entitled to demand payment of remuneration in the amount, term and form specified in the contract or in the invoice. If the Works are delivered/performed in parts, Ordering Party's obligation to pay Contractor's the remuneration arises successively, i.e. upon delivery or performance of each subsequent part of Works, unless the Parties have agreed otherwise in the contract.
8. If the Ordering Party delays the payment of all or part of the remuneration for Works, arising from at least one invoice, including at least one installment (in the case of sale of goods/performance of Works in installments) or covered by at least one order, the Contractor has the right demand immediate payment of all his receivables arising from all issued invoices and / or all placed orders, including receivables, whose payment deadlines have not yet expired. In addition, in the event of Ordering Party's delay in payment of receivables specified in any invoice, without prejudice to other of Contractor's rights specified in applicable laws, contract or GTS, the Contractor has the right to refuse to sell further goods or to withhold production, further deliveries, performance of Works, until the Ordering Party's debt is fully paid, without being liable for the delay in performance of Works and any costs incurred in this respect by the Ordering Party.
9. Without prejudice to other of Contractor's rights specified in applicable laws, the contract or these GTS, if for any reason there is a reasonable basis to believe that the Ordering Party will not fulfill its obligation to pay Contractor's remuneration, the Contractor has the right to demand - prior to the release of the Works and regardless of the previously agreed payment deadlines - full payment of the remuneration or establishment of appropriate security, in particular in the form of a bank or insurance guarantee. Until the remuneration for the Works is paid in advance or the Ordering Party establishes proper security, the Contractor has the right to withhold the release of the Works to the Ordering Party, and such behavior shall not be considered a delay in the performance of the contract by the Contractor, and the Ordering Party shall not be entitled to any claims in this respect. § 3 clause 2 - 7 of the GTS shall apply accordingly.
10. In relation to the Ordering Party placing the order for the first time, the Contractor reserves the right to: request references confirming the

- Ordering Party's commercial reliability or demand prepayment of remuneration.
11. The Contractor is entitled to demand from the Ordering Party an advance payment, prepayment or other security for the performance of the contract, in particular, the Contractor may require that Ordering Party to issues and submits a blank promissory note (blank bill) together with a declaration or to conclude the contract with a certified date as defined in Polish Civil Code.
  12. In case of orders, where a prepayment or advance payment was reserved, Contractor's acceptance of the order shall be made after the payment is made to the Contractor's bank account.
  13. The date of payment shall be the date when the payment shall be the date when Contractor's bank account is credited. In case of delay in payment, the Ordering Party undertakes to pay the agreed interest, and in the absence of arrangements in this regard, the Contractor is entitled to charge interest for delay in the maximum amount allowed by Polish law (in accordance with Article 481 § 2(1) of Polish Civil Code) and reimbursement of all costs related to debt collection.
  14. Ordering Party is not entitled to set off any of its claims against the Contractor (regardless of their nature, legal basis or title) from Contractor's claims towards the Ordering Party arising from any grounds. In particular, the Ordering Party is not entitled to set off any of his receivables against Contractor's claim for remuneration for the performance of Works or Additional Works.
  15. Submitting a complaint by the Ordering Party shall not suspend any payment deadlines and due date of the Contractor's receivables, nor does it entitle the Ordering Party to withhold any payments.
  16. The Works shall remain the property of the Contractor until all payments for the performance of the Works are made by the Ordering Party. The risk of accidental loss or damage to the Works shall be transferred to the Ordering Party in accordance with the INCOTERMS 2020 rules applicable to the Works based on order or contract; if the contract (order) includes delivery and assembly, the risk of accidental loss or damage to the Works passes to the Ordering Party upon the delivery of the goods to the Work site. Ordering Party is obliged to store the Works at its own expense and insure the Works against common risks, in particular against fire, water and theft.
  17. If pursuant to point 16 above the Contractor is entitled to the ownership of the Works, upon the initiation of bankruptcy or restructuring proceedings in relation to the Ordering Party, the Ordering Party is obliged to mark the Works in a manner indicating reservation of Contractor's ownership of the Works. In the event of the seizure of Works owned by the Contractor in the course of enforcement proceedings against Ordering Party's property, the Ordering Party is obliged to immediately inform the Contractor about this.

## § 8

### QUALITY GUARANTEE AND WARRANTY FOR DEFECTS

1. The Contractor grants a guarantee of quality for the Works for the period specified in the order or in the contract, and if this period is not specified in the contract or order - for a period of 12 months.
2. Contractor's liability under the warranty for defects and quality guarantee covers only defects of the Works, which were performed by the Contractor. The Contractor is not responsible for defects, damage and breakdowns arising from reasons attributable to the Ordering Party or third parties for which the Contractor is not responsible, and normal wear and tear of the Works; in particular, the Contractor shall not be liable for damage, defects, failures, irregularities or premature wear and tear of the Works, including, but not limited to:
  - a. arising from the unloading or relocation of the Works made by the Ordering Party,
  - b. caused by improper storage or use of the Works, including, in particular use of Works for a purpose other than that intended, use contrary to properties of the Works, operating manual, instructions for use or maintenance and similar guidelines,
  - c. caused by mechanical and chemical damage, etc.,
  - d. caused by improper maintenance or cleaning,
  - e. caused by improper assembly, including assembly inconsistent with the instructions - if the Works were ordered without assembly service,
  - f. resulting from maintenance, repairs, modifications, assembly or other alterations or structural changes made by persons other than the Contractor or persons authorized by him,
- g. caused by reasons beyond the control of the Parties, including in particular Force Majeure or weather phenomena,
- h. after combining the Works with other things, excluding, however, the situation in which the assembly or connection is performed by the Contractor.
3. The Ordering Party is obliged to immediately examine the Works for defects. Visible transport damage and quantitative deficiencies, the Ordering Party is obliged to report during the quantitative acceptance to the driver or Contractor's employee responsible for delivery of the products and prepare a damage / shortage report with him, and then inform the Contractor in writing about this fact and document the damage using available image recording techniques.
4. Complaints regarding damage caused as a result of transport and quantitative shortages shall be reviewed by the Contractor only in the event of providing the Contractor with a damage report signed by the driver / forwarder / carrier / Contractor's employee and if information about the damage was placed in delivery note and after receiving photo documentation of the damaged goods.
5. Complaints regarding damage caused as a result of transport and quantitative shortages submitted in violation of the conditions specified in points 3 and 4 above, as well as later than within 3 days from the date of delivery, will not be recognized by the Contractor; in this case, the Ordering Party loses its rights resulting from the quality guarantee or warranty for defects regarding transport damage and quantitative shortages of Works.
6. In the event the Works are found to be damaged or defective, the Ordering Party, under pain of losing its rights under the quality guarantee and rights under the warranty for defects, is obliged immediately - no later than within 3 days after the defect was discovered, and in the case specified in points 3 - 5 above - within 3 days from the date of delivery, send a complaint to the Contractor in writing or by e-mail to the following address: commercial@sec-systems.pl, unless other e - mail address is specified in the contract. In the complaint, the Ordering Party is obliged to specify: the type of goods (Works), their quantity, order/contract number, date of delivery of the goods/completion of Works, the reason for the complaint and relevant documentation or other evidence confirming the defect. Failure by the Ordering Party to meet the deadlines or other conditions required for a complaint, indicated in the contract, in particular these GTS will result in the complaint not being recognized by the Contractor and the Ordering Party shall not be entitled to any claims in this respect.
7. The Ordering Party is obliged to secure the defective Works at his own expense in order to enable the Contractor to examine it and to determine the causes of its defectiveness.
8. The contractor shall advise the Orderig Party about the manner of settling the complaint not later than 30 days from the date of receiving such notification. Lack of information about the acknowledgement of the complaint shall not be treated as tacit acceptance of the complaint by the Contractor.
9. If the complaint is accepted, the Contractor shall, at his sole discretion, repair the defective Works, deliver new goods free from defects or reduce the price of the goods. The Contractor has the right to refuse to rectify the defects or to deliver goods free from defects, if it can cause disproportionately high costs.
10. The Contractor will commence to rectify the defects within the time limit agreed by the Parties. Any agreed deadlines for repair or delivery of defect-free goods are indicative. The Ordering Party shall not be entitled to any claims against the Contractor in connection with exceeding these deadlines
11. Contractor's liability for defects does not include the reimbursement of the costs of assembly, disassembly, transport and other costs, damages and lost benefits on the part of the Ordering Party.
12. Contractor's liability specified above under the warranty for defects and under the provided quality guarantee arises only in the case of payment of the price for the Works specified in the complaint. The Contractor has the right to withhold the realization of claims connected with Ordering Party's complaint until all outstanding amounts are paid by the Ordering Party.

13. Pursuant to Art. 558 of Polish Civil Code, the Parties exclude the application of the provisions of Polish Civil Code regarding warranty for defects. In this regard, the Parties are bound only by the provisions of these GTS
14. The Contractor shall be released from any of his obligations, if for reasons beyond his control, in particular due to Force Majeure, acts or omissions of the Ordering Party or third parties (e.g. suppliers of raw materials, water, gas or electricity) and any other events, which the Contractor had no influence on (e.g. failure of electric lines, gas pipelines, water pipes), the production, performance of Works or the delivery is impossible or excessively difficult. The Contractor undertakes to inform the Ordering Party immediately after becoming aware of the occurrence of such circumstances preventing the performance of the contract.
15. The Ordering Party shall not be entitled to refuse to accept the Works and pay Contractor's remuneration, if the Works are free from Significant Defects. If the Works are divisible and the Significant Defect concerns only part of the Works, the Ordering Party may refuse to accept the Works only in part in which the Works are significantly defective. If the Significant Defect is suitable for removal, the Parties shall agree on a reasonable date for the rectification of Significant Defect by the Contractor, considering the type and scope of Significant Defect, and the Ordering Party shall not have the right to withdraw from the contract due to the occurrence of the Significant Defect. The Contractor may refuse to remove the Significant Defect, if it can cause disproportionately high costs for him - in such a case the Ordering Party shall not be entitled to introduce substitute performance, but if the Significant Defect actually prevents the safe use of the Works, the Ordering Party shall be entitled to withdraw from the contract in the part concerning Works, in which the Works are significantly defective. If a Significant Defect reduces only the value of the Works, the Ordering Party shall be entitled to reduce Contractor's remuneration proportionally to the reduced value of the Works due to a Material Defect, however this shall apply only to a situation where the Contractor refuses to remove a Material Defect or the Material Defect cannot be removed.

#### § 9

##### LIABILITY FOR NON-PERFORMANCE OR INCORRECT PERFORMANCE OF THE CONTRACT

1. The Contractor is responsible for the proper and timely performance of the Works and Additional Works under the terms set out in applicable laws and in the contract.
2. In the event that the contract or any of the documents making up the contractual relationship provides for the Contractor's obligation to pay contractual penalties to the Ordering Party, Contractor's liability in this respect is limited to 10% of Contractor's net remuneration specified in the contract, and this applies to both the maximum value of the individual penalties as well as total sum of the penalties.
3. Contractor's liability for damages (including the value of any penalties and possible supplementary damages and other claims of the Ordering Party) towards the Ordering Party is limited to the value of 50% of the Contractor's net remuneration specified in the contract. Contractor's liability does not include loss of profits, indirect and potential damages, and is limited to duly documented damages caused directly by the Contractor, actually and reasonably incurred by the Ordering Party.
4. Regardless of Contractor's rights under the applicable laws or other provisions of these GTS or the contract, in the event of:
  - 1) Ordering Party's breach of essential provisions of the contract, its appendices or these GTS or
  - 2) suspension of the Works made by the Ordering Party or the Client, for a period exceeding 30 daysafter setting an additional deadline not longer than 7 days for the Ordering Party to discontinue the breach of contract and remove the effects of violations, the Contractor, at his sole discretion, has the right to withdraw from the contract or terminate it with an immediate effect in whole or in part. The Contractor may exercise his right of withdrawal referred to in the preceding sentence within 90 days from the date of expiry of deadline referred to in the previous sentence. If the Contractor exercises his right to withdraw from the contract in part, the Contractor

is entitled to receive remuneration for the part of the Works and Additional Works that have been performed and to reimburse the costs incurred in preparation for the performance of the Works, which are subject to the withdrawal from the contract.

5. If the Contractor exercises his right to withdraw from the contract on any basis, the Contractor is entitled to demand from the Ordering Party the payment of a contractual penalty in the amount of 10% of the net remuneration specified in the contract.
6. If the damage caused to the Contractor by the Ordering Party exceeds the amount of the reserved contractual penalties, the Contractor is entitled to claim supplementary compensation from the Ordering Party according to general terms provided by applicable laws. This provision applies to any and all penalties that may be imposed on the Ordering Party by the Contractor.
7. Without prejudice to other of Contractor's rights, the Contractor is entitled to deduct accrued contractual penalties, damages or other claims of a similar nature from any Ordering Party's claims against the Contractor under a given contract or any other contract between the Parties and Ordering Party accepts it.
8. The Ordering Party shall not be entitled to any further-reaching claims against the Contractor resulting from the provisions of the Polish Civil Code or claims based on other grounds apart from the claims set out in these GTS.

#### § 10

##### FORCE MAJEURE

1. Failure by either Party to fulfill any of its obligations under the contract shall not constitute a breach of its provisions, provided that such failure resulted from a Force Majeure event and provided that the Party affected by the event took with due diligence all reasonable preventive measures and introduced reasonable alternative measures in order to comply with the terms and conditions of the contract.
3. The occurrence of Force Majeure shall suspend the performance of Party's obligations arising from the contract for the duration of Force Majeure, however, it does not relieve the Parties from the obligation to perform provisions of the contract, which performance was not affected by Force Majeure. The period during which the Party was to - pursuant to the contract - perform its obligations under the contract, shall be extended by the period in which, due to Force Majeure, the Party was not able to perform its obligations.
4. Party affected by Force Majeure shall immediately notify, providing relevant evidence, the other Party of the nature of the Force Majeure and its expected duration, as well as of the cessation of Force Majeure.

#### § 11

##### CONFIDENTIALITY

1. The Parties undertake to maintain confidentiality and use any information and materials of a confidential nature only for purposes related to the performance of the contract. The Parties undertake not to disclose confidential information to third parties without the prior written consent of the disclosing Party, otherwise null and void.
2. As Confidential information and materials shall be deemed any information or materials provided by the disclosing Party to other Party, during or in connection with the performance of the contract, regardless of the manner and form of their recording, unless such information is generally known or the obligation to disclose it does not result from generally applicable laws or such information is requested by common courts or other relevant state authorities or is used for the purposes of court or administrative proceedings
3. Disclosure of the content of the contract and information regarding its performance to Party's legal or financial advisors, providing that such advisors are obliged to maintain the confidentiality of submitted information, shall not be considered as a breach of the confidentiality obligation.
4. The Parties undertake to maintain the confidentiality of received information also after the expiry or termination of the contract for an indefinite period of time, however not shorter than 10 years.

8. In the event of a discrepancy between the Polish version of these GTC and this English version, the Polish version of these GTC shall prevail.

**§ 12  
COPYRIGHT**

1. Unless the contract provides otherwise, the copyright to any Works is not transferred to the Ordering Party and shall belong to the Contractor. In the event that for the implementation of the project by the Ordering Party it is necessary to use the Contractor's documentation or other Works, it is assumed that the Contractor remains an entity entitled to copyright or other intellectual or industrial property rights to these Works, and the Ordering Party is granted a license to use above-mentioned Works only for the purpose and to the extent necessary to perform the contract, works for the Client and only for the period necessary for the proper implementation of the project.
2. The Ordering Party is not allowed to use the Contractor's trademarks, logos or other similar markings without his express consent.

Board of Directors  
SEC SYSTEMS Sp. z o.o.

**§ 13  
CORRESPONDENCE**

1. Unless otherwise expressly specified in the contract, statements or demands provided for in the contract should, under pain of nullity, be made in writing and signed by persons authorized to represent the Party.
2. Correspondence should be sent to the addresses indicated in the heading of the contract. Changing the address or other data requires written notification to the other Party. The change of data is effective upon receipt of the above-mentioned notification by other Party.
3. Correspondence sent to the address determined in accordance with the provisions of point 2 above, not accepted by the other Party, shall be deemed delivered on the next working day after the date of postal delivery attempt.
4. Correspondence of an informative nature may be sent in electronic form to the e-mail addresses of the Ordering Party and the Contractor indicated in the contract. Persons authorized by the Parties to conduct electronic correspondence are indicated in the contract. The change of e-mail addresses or persons authorized to conduct electronic correspondence takes place on the basis of a unilateral written declaration of the Party making the above change and does not require an amendment to the contract.

**§ 14  
FINAL PROVISIONS**

1. The Ordering Party shall have no right to transfer his obligations, receivables or other rights arising from or connected with the contract to third parties without Contractor's prior written consent expressed, otherwise null and void.
2. The Parties agree that, if any of the provisions of the contract or its part turns out to be invalid or unenforceable for any reason, this shall not affect the validity of the contract in the remaining scope. In such a case, the Parties shall take all legally permissible steps in order to arrange their rights and common interests in such a way that the goals set out in the contract can be achieved in a different, lawful and enforceable way.
3. Failure by a Party to exercise any right or claim that a Party may have under the contract shall not constitute a waiver of that or any other right or claim.
4. The contract is the only agreement of the Parties concerning its subject, it replaces any previous agreements, understandings or obligations of the Parties agreed prior to conclusion of the contract. Therefore, all existing arrangements made by the Parties, which regulate the conditions of the performance of the Works and other mutual obligations of the Parties, in a different manner than the contract does become invalid.
5. The contract is subject to and governed by Polish law and should be interpreted in accordance with it.
6. In matters not specified by the contract Polish Civil Code (Act of April 23, 1964 - "Civil Code" (Journal of Laws 1964.16.93, as amended) and all other applicable provisions of Polish law shall apply.
7. Any unresolved disputes shall be settled by Polish common law having jurisdiction over Contractor.

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