

## GENERAL TERMS OF SALE

Clima Gold Sp. z o. o. with its registered office in Ruma

### § 1. General provisions.

1. The General Terms of Sale, hereinafter referred to as GTS, apply to all sales contracts and supply agreements concluded between Clima Gold Sp. z o.o., with its registered office in Ruma (Supplier), registered in the National Court Register maintained by the District Court of Gdańsk - Północ in Gdańsk, 7th Economic Division of the National Court Register under the registration number KRS: 0000605230, and the Purchaser (Buyer). They also apply to all offers, performances, documents, as well as events and actions related to the conclusion, performance, and termination of sales contracts and supplies.
2. List of terms and abbreviations:
  - a) GTS - General Terms of Sale;
  - b) Supplier (Seller) - Clima Gold Ltd., with its registered office in Ruma;
  - c) Purchaser (Buyer) - The entrepreneur purchasing goods offered by Clima Gold Ltd., being the other party to the sales contract;
  - d) Contract - Agreement between two or more parties (including the Supplier and the Purchaser) establishing their mutual rights and obligations;
  - e) Parties - Supplier (Seller) and Purchaser (Buyer);
  - f) Goods - Product available in the offer of Clima Gold Ltd.;
  - g) Offer - Statement by the Supplier made in electronic or written form, containing information about the available goods, their price, and the terms of sale, expressing the willingness to conclude a sales contract;
  - h) Order - Statement by the Purchaser made in electronic or written form, containing information about the ordered goods, expressing the intention to purchase goods from the Supplier;
  - i) Delivery - The process of moving goods from the Supplier to the Recipient, based on the conditions stipulated in the contract;
  - j) Recipient - The entity specified by the Purchaser, to whom the Supplier undertakes to deliver the goods purchased by the Purchaser;
  - k) EXW - "Ex Works (...named place) - Delivery is considered to be completed when the goods are made available to the buyer at the designated place, without any further obligations on the part of the seller.";
  - l) DDU - "Delivered Duty Unpaid [...named destination place] - Delivery terms DDU oblige the Seller to deliver the goods to the indicated (optional) place, including within the recipient's country, bearing all associated costs and risks, except for any customs duties and related liabilities (import customs clearance).";
  - m) VAT - Value Added Tax.

3. The GTS apply to all documents, events, and actions, including those related to liability for defects in the offered Goods.
4. The provisions regarding the reservation of ownership, further security measures, and exclusion of further claims for compensation, as stipulated in these terms, shall apply and be binding in all cases as agreed.
5. From the moment the Order is placed (including in the case of its subsequent absence/loss) until the completion of the assignment, the GTS shall apply and be binding as agreed. Furthermore, any possibility of changing the terms of sale by the Buyer is hereby excluded.
6. As part of continuous improvement and quality enhancement of the offered Goods and services, without changing their overall nature, the Seller reserves the right to make changes without prior notice, including the possibility of changing component suppliers without altering the device parameters.
7. Therefore, any modifications do not oblige the Seller to modify previously supplied devices.
8. The General Terms of Sale, as well as any documents and certificates, can only be amended by Sp. z o.o. in writing, under penalty of invalidity.

## **§ 2. Offer and conclusion of the sales contract**

1. Transactions and Contracts become binding for the Supplier upon written confirmation of order acceptance or its delivery with acknowledgment of receipt (in the case of order delivery, the acknowledgment is replaced by an invoice).
2. The order must specify detailed information about the ordered Goods: type, quantity, price, payment terms, and the delivery date.
3. Technical documentation, including drawings, photographs, dimensions, as well as other data concerning the Goods contained in brochures, catalogs, technical specifications, price lists, offers, publications, and related documents, serve as illustrative value and are binding for the Supplier only if they have been confirmed in writing. Deviations from all publications are effective only if confirmed in writing by the Supplier.
4. The sales contract is valid if it has been signed by both Parties, and each Party has received its own copy. Delivery of the contract via fax or email is permitted.
5. In the event of the Buyer's withdrawal from the sales contract or cancellation of a confirmed order by the Supplier, the Supplier reserves the right to charge the Buyer with administrative costs, up to 5% of the order value. Furthermore, the Supplier reserves the right to charge the Buyer with higher costs if incurred by the Supplier.
6. It is recognized that the correspondence conducted by the Buyer is carried out on behalf of the Buyer, and the individuals conducting this correspondence act on behalf of the Buyer's authorization.

## **§ 3. Price, payment terms, delivery**

1. If not agreed otherwise, the prices of the Supplier are VAT exclusive, valid from the date of invoice issuance, and valid for a period of 30 days from the date of the Offer.
2. The Buyer authorizes the Seller to issue invoices without the signature of the other Party and send them without a written acknowledgment of receipt.
3. Obligations towards the Supplier must be settled to the Supplier's bank account specified on the invoice, no later than the date indicated on it. Payments are considered settled upon the receipt of funds in the Supplier's account.
4. Offsetting any claims owed by the Buyer to the Supplier may only be done with the consent of the Supplier, expressed in writing or via email.
5. In case of exceeding the agreed payment terms, the Supplier has the right to charge statutory interest for each subsequent day of delay. Accordingly, the Seller reserves the right to pursue further compensation for each subsequent day of delay.
6. Delivery is carried out on the terms of Ex Works or DDU.

7. If the Buyer fails to meet payment obligations, such as non-compliance with payment conditions or filing for suspension/deferral of payments, bankruptcy, adoption of a resolution for liquidation or closure of operations, or finds themselves in another situation leading to suspension or closure of business activity, the Supplier reserves the right to only fulfill orders with advance payment or upon providing adequate security. The same applies if there is a seizure of the Buyer's assets, enforcement proceedings, or if, in the opinion of the Supplier, the Buyer ceases business operations or there is a threat of such. This provision also applies to situations where the Buyer finds themselves in circumstances similar or analogous to the events mentioned above.
8. The Buyer undertakes to immediately notify the Supplier in writing of:
  - a) the filing of a bankruptcy petition, as well as the reasons justifying such petition,
  - b) any change in the legal status of the company, its name, or owners,
  - c) any change affecting the effectiveness of established securities (e.g., sale of assets that serve as collateral for obligations),
  - d) any enforcement proceedings initiated against the Buyer, any attachment made on their assets, and the imposition of any penalties on the Buyer,
  - e) the existence of any connections with the Supplier's debtors.
9. In the event of failure to comply with the obligations arising from § 3, item 8, the Supplier has the right to take consequences against the Buyer, in accordance with § 3, item 7.

#### § 4. Ownership Rights

1. The Seller reserves the ownership rights, copyrights, and other rights in relation to materials and documents included in the Offer (such as drawings, descriptions, etc.). They may be made available to other entities only if expressly intended for this purpose. In other cases, this can only be done with the Seller's consent.
2. The Seller treats technical and technological information, know-how, and other information of economic value to the Seller as trade secrets. Therefore, the dissemination and publication of any materials, documents, including photos and videos, that are the subject of the Offer (Order) are prohibited without the prior consent of the Seller.
3. The Supplier reserves the right to ownership of the Goods until full payment is made, taking into account any agreed obligations towards the Buyer. Consequently, the Supplier undertakes to take appropriate actions to protect the aforementioned Goods.
4. In the event of delay or non-payment of due obligations by the Buyer to the Seller, the Seller reserves the right to inspect the produced Goods and to take consequences, such as charging the Buyer for their consumption or damage.

#### § 5. Order Fulfillment, Force Majeure, and Delivery

1. Unless otherwise agreed, the place of performance of the obligation is the Supplier's registered office.
2. Delivery or performance deadlines are deemed to be met if, before their expiration, the performance has been completed, readiness for shipment has been notified, or the Goods have left the premises/warehouse.
3. In the event of force majeure, particularly natural disasters (such as earthquakes, precipitation, floods), strikes, acts of war, ship disasters, embargoes on deliveries, and other causes that are difficult to foresee, unpredictable, and beyond the control of the Supplier, affecting the preparation/shipment of the Delivery item, the performance, or delivery deadlines, shall be extended accordingly until the cessation of such causes. This provision also applies in the event of the aforementioned circumstances occurring at the Supplier's suppliers, provided they are the cause of the delays.

4. If the delivery or performance deadline is exceeded, the Buyer has the right to set an appropriate additional delivery or performance deadline for the Supplier, and after the expiration of the additional deadline, the right to withdraw from the Agreement. If the delay is not attributable to the Supplier's intentional act or gross negligence, there are no grounds for claiming damages for the delay.
5. The Supplier's compliance with delivery deadlines and other performance depends on the Buyer fulfilling the obligations specified in the Agreements/Offers.
6. If the Buyer requests delivery of the Goods to a designated place, the choice of packaging, freight forwarder/carrier, mode and route of transport, and the extent of necessary protective measures shall be determined by the Supplier. Unloading of the Goods remains the responsibility of the Buyer.
7. In the case of delivery performed by the Seller, the Seller bears the risk until the Goods are delivered to the place of receipt. Consequently, the Seller allows for partial deliveries.
8. Any documents provided by the Seller along with the Goods serve only as information that the Goods have been produced in accordance with the specified criteria and technical standards.
9. If the Buyer does not specify the required documents in the Order, the Seller is not obligated to provide them to the Buyer.
10. The Buyer, by specifying the Recipient of the Goods, authorizes them to receive the Goods, thereby assuming all associated consequences.
11. The Seller may suspend the fulfillment of the Order in the following cases:
  - a) Non-payment for previous Orders.
  - b) Occurrence of any of the reasons listed in § 3, point 8.
12. If the Delivery is not performed by the Seller, the risk of accidental loss or damage to the Goods passes to the Buyer upon transfer of the Goods to the forwarder, carrier, or Recipient. This provision also applies to partial deliveries.
13. The delivered Goods should be received by the Buyer.
14. If the Buyer, their representative, or the Recipient, exercising ordinary care in transport, can determine that the delivery is incomplete, defective, or incorrect, any claims regarding this should be reported immediately upon receipt of the Goods (delivery confirmation/freight bill) or submitted in writing to the Seller no later than within 7 calendar days from the date of receiving the shipment. After this period, any claims by the Buyer against the Seller will not be considered.

#### § 6. Liability, Warranty

1. The Seller is not liable for any warranties provided by the Buyer regarding the Goods supplied by the Seller or for direct and indirect damages caused by the Buyer to the ultimate Recipient/user.
2. The Seller provides a basic warranty for the delivered Goods. The warranty period begins on the day of Delivery and lasts for 24 months.
3. The Seller is responsible for defects in the Goods that can be directly attributed to faulty materials or workmanship.
4. If not agreed otherwise, the Seller's liability is limited to repairing the Goods/part of the Goods or delivering the Goods/part of the Goods on DDU terms to a location within the territory of the Republic of Poland. The replaced parts become the property of the Seller.
5. The Buyer is obligated to immediately notify the Seller in writing of any defects in the Goods. The notification must contain as complete information as possible regarding the defective Goods, including type, model, and serial number.
6. The Seller's liability does not extend to defects caused by improper transportation, storage, installation, servicing, use, modification, or alteration of the Goods by the Buyer, user, or end Recipient (unless they have obtained prior written consent from the Seller for such modification or alteration). In particular, the Seller is not responsible if the mentioned activities were performed contrary to the instructions provided in the Technical Operation and/or User Manual provided by the Seller. The Seller is also not liable for malfunctions resulting from natural wear and tear, the use of improper spare parts

by the Buyer, user, or end Recipient, or exposure of the Goods to atmospheric, electrical, chemical, magnetic, or electromagnetic influences.

7. Under no circumstances shall the costs/expenses associated with the Seller's liability for any damages, losses, any proceedings related to the delivery of Goods or other services (including spare parts) exceed the total net amount paid by the Buyer to the Seller. Any differences are borne by the Buyer.
8. The Seller is released from liability for defects and malfunctions of the Goods if, upon receiving the notification, the Seller does not have sufficient time to take necessary remedial actions or organize replacement deliveries.

#### **§ 7. Complaints**

1. Quantitative and qualitative complaints regarding visible defects must be reported on the day of receiving the Delivery.
2. Defects that cannot be immediately detected despite careful inspection must be reported to the Seller immediately upon their discovery, but no later than 7 days from the date of receiving the Delivery. After this time, any claims by the Buyer are considered unfounded.
3. The Buyer is obligated to demonstrate any qualitative discrepancies, if they arise. The Seller reserves the right to inspect the Goods.
4. Third parties are not authorized to acknowledge any discrepancies against the Seller.
5. If the Seller or the Buyer deems that an independent technical expert opinion is necessary for a proper assessment of discrepancies, it is the responsibility of the Buyer to commission such expertise. However, the selection of the expert must be approved by both parties. After presenting the prepared expert opinion, the Seller will take a position regarding the defects of the Goods. If the complaint is acknowledged, the Seller bears all associated costs. If the complaint is rejected, the Buyer bears all associated costs.
6. Any actions taken after the Buyer has accepted the Goods do not release the Buyer from the obligation to make timely payment for the delivered Goods.
7. Detailed information regarding the reporting of defects can be found on the [climagold.com](https://climagold.com) website under the "Service" tab.

#### **§ 8. Confidentiality Clause**

1. The Buyer is obligated to maintain the confidentiality of all information, including trade conditions, arising from the Agreement, which constitutes the confidential information of the Seller. This obligation is valid throughout the entire duration of the Agreement and after its termination. In the event of a breach of the above provision, the Seller has the right to terminate the Agreement with immediate effect and seek compensation from the Buyer.

#### **§ 9. Termination of the Agreement**

1. The Supplier reserves the right to terminate the Agreement in the following cases:
  - a) Delay in the Buyer's acceptance of the Goods for a period exceeding 30 calendar days.
  - b) Delay in payment by the Buyer for a period exceeding 30 calendar days.Exceptions apply to products from the Opal Compact product line. In the event that the Buyer fails to collect the goods within three weeks from the date of production, the Supplier reserves the right to offer all uncollected devices for resale.
2. In the event of termination of the Agreement based on § 9, point 1, all obligations of the Buyer become immediately due and payable.

#### **§ 10. Jurisdiction, Applicable Law**

1. For all disputes arising from the Agreements concluded in accordance with these General Terms and Conditions, the competent court shall be the court having jurisdiction over the Supplier's registered office.
2. In matters not regulated herein, the provisions of Polish law, in particular the provisions of the Polish Civil Code, shall apply.

#### **§ 11. Final Provisions**

1. The invalidity or ineffectiveness of any provision of these General Terms and Conditions shall not affect the validity and effectiveness of the remaining provisions.
2. These General Terms and Conditions are made known and available to the Parties on the Supplier's website - [climagold.com](http://climagold.com), under the "Downloads" section.
3. These General Terms and Conditions enter into force on April 8, 2018.