

GENERAL TERMS AND CONDITIONS OF SSI SCHAEFER SP. Z O.O.

I. General

1. With reference to and subject to the quotation, offer and/or the order confirmation (as the case may be), these General Terms and Conditions (hereinafter referred to as the "GTC") govern either: (i) the design, planning, delivery, installation and commissioning of the systems for the respective (automated) logistic system and/or warehouse by us as well as any other such contractual performance (hereinafter referred to as "Contract for Work and Services"); or (ii) SSI's supplies of products - any (parts of) product(s), spare parts, components for maintenance - (hereinafter referred to as "Contract for Sale").
2. Client and SSI are hereinafter collectively referred to as the "Parties" or individually as a "Party".
3. Any general terms and conditions of the Client are excluded and shall not apply without express written consent of SSI; in particular, they shall not be deemed to have been accepted implicitly, including by the absence of any objection on SSI part.
4. Unless agreed otherwise, Contract for Work and Services and Contract for Sale consist of the following documents: (i) order confirmation, (ii) offer, (iii) GTC, (iv) Client's order, (v) SSI's quotation. In the event of any contradiction, inconsistency, ambiguity or doubt between the provisions of these documents, they shall be interpreted in accordance with the order indicated in the preceding sentence.
5. The Contract for Work and Services, Contract for Sale and this GTC may not be altered, modified, supplemented or amended except by mutual agreement between the Parties in writing or in "document form" (within the meaning of Polish Civil Code, i.a. by telegram, telex, facsimile or by e-mail).
6. Insofar as individual provisions of these GTC are found to be invalid or unenforceable in whole or in part or become invalid and/or unenforceable due to changes in legislation after conclusion of the contract between the Parties, this does not affect the remaining provisions of the GTC or the validity of these GTC as a whole. The invalid or unenforceable provision shall be replaced by a valid and/or enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision. In the event of omissions found in the GTC, those provisions shall be deemed to have been agreed which correspond to the meaning and purpose of these GTC and would have been agreed in good faith if the Parties had considered such omissions when concluding the contract.
7. In cases of inconsistencies, discrepancies, ambiguities or doubts between the two versions, the Polish version of the present GTC shall prevail over the English version.

II. Price and Payment Provisions

1. Unless otherwise stated in the quotation, offer and/or the order confirmation (as the case may be), (i) prices are net prices, (ii) prices are EXW (Incoterms 2020), (iii) the Client shall bear any taxes (e.g. applicable value-added tax, import tax and other local taxes), and (iv) the Client shall bear any public charges, such as in particular customs duties that may arise in connection with the import.
2. Unless otherwise stated in the quotation, offer and/or the order confirmation (as the case may be), any invoice shall be due for payment without any deductions within 14 (fourteen) days as of the date of the invoice receipt. If payment has not been received within this payment period, the Client shall be in default of payment. If the payment will not be made on time, SSI is entitled to interest in statutory amount. Payments shall not be deemed received unless they are at SSI disposal in SSI bank account in freely available funds. We only accept bank transfers.
3. SSI in performance of the obligation set out in Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013, declares that it has the status of a large entrepreneur within the meaning of Article 4(5) and (6) of the Act on Counteracting Excessive Delays in Commercial Transactions within the meaning of Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Article 107 and Article 108 of the Treaty.

III. Performances, Suspension and Extension of Deadlines

1. SSI's (timely) performance is subject to and depending on the (timely and proper) performance of Client's obligations and/or obligations to cooperate. The Sales Contract can be performed partially.
2. In case (i) the Client don't meet (in a timely and proper manner) its obligations and/or obligations to cooperate, and/or (ii) SSI is unable to perform (in a timely and proper manner) without fault of SSI, and/or (iii) official and/or legal requirements change after the conclusion of the contract, and/or (iv) if Client requests the suspension of contractual performance and SSI agree to this, we shall not be in delay and/or default and SSI shall be entitled to reasonable extensions of the deadlines, a reasonable period of time for resumption of the performance and to a compensation for any additional costs and/or damage (without prejudice to other rights and/or remedies).

3. In case Client fails to meet its payment obligations SSI in addition to the latter shall be entitled, after expiration of a remedy period of at least ten (10) calendar days without success, to suspend or restrict SSI's contractual performance obligations until we have received the corresponding payments (without prejudice to other rights and/or remedies of SSI).
4. In case of a Contract for Work and Services, SSI's contractual performance, any deadlines and time schedules are subject to the condition that all Client's cooperation obligations - including, but not limited to, any permits, certificates, authorizations and any other provisions and approvals (e.g. resulting from construction law), have been obtained by the Client in a timely and proper manner. Prior to contractual performance by SSI, Client is responsible for the verifying the loads, and in particular to check and verify the relevant requirements for foundations, anchorages etc. It is the Client's responsibility to check and verify that the floor can withstand the relevant loads and has the required evenness. If required, SSI offers an optional verifiable analysis of the strength of the structure (static calculations), which is always calculated on the basis of applicable standards and legislation. If the public authorities require additional technical information this will be processed and invoiced on an hourly basis.

IV. Contract of Work and Services: Acceptance and Risk Provisions

1. The Client shall declare acceptance, if the work offered by SSI for acceptance is free from material defects, i.e., is suitable for commercial use. Acceptance cannot be refused due to immaterial defects.
2. If the respective work is free from material defects, the acceptance shall be declared by signing an acceptance protocol within five (5) working days after SSI's hand over for acceptance. If, despite handing over the work, the Client does not declare acceptance within ten (10) working days or if the Client refuses acceptance without stating a material defect, acceptance shall be deemed to have taken place.
3. Any commercial use and/or commissioning prior to acceptance requires SSI's previous consent in writing.
4. The risk of accidental loss and accidental deterioration of delivered goods that do not require assembly or installation shall pass to the Client in accordance with the respective agreed Incoterm or, at the latest, upon delivery to the Client. Regarding deliveries that require assembly or installation, the risk of accidental loss and accidental deterioration shall pass to the Client upon the occurrence of one of the following events, whatever occurs earlier: acceptance, commercial use or commissioning.
5. Unless otherwise agreed to in writing or document form, upon the start of commercial use and/or commissioning, acceptance shall be deemed to have taken place.

V. Contract of Sale: Risk Provisions

1. The risk of accidental loss and accidental deterioration shall pass to the Client upon in accordance with the respective agreed Incoterm or, at the latest, upon handover to the Client.
2. Insofar as the Client is in default of acceptance of goods or the delivery is delayed at Client's request, SSI shall be entitled to charge reasonable storage costs (without prejudice to other rights and/or remedies) and the risk of accidental loss and accidental deterioration shall pass to the Client.

VI. Assignment, Set-Off, Retention of Title

1. The Client may only assign the Contract of Work and Services or the Contract of Sale (fully or partly) or claims arising therefrom with SSI's prior consent in writing.
2. The Client shall not be entitled to set off any claim or to any rights of retention unless such claim is undisputed or has been finally determined by a court of law.
3. Goods delivered and works and services performed by SSI shall remain SSI's property until all contractual payments have been received in full, unless mandatory law stipulates otherwise.

VII. Change Requests

The Client may request changes to the Contract of Work or the Contract of Sale at any time, but these shall only be effective if they have been agreed between the Client and SSI in writing or in document form. The Client shall not have any right to unilaterally instruct contractual changes.

VIII. Force Majeure

Except for any payment obligations, neither Party shall be considered to be in default or in breach of their contractual obligations to the extent that performance of such obligations is prevented by any circumstances of Force Majeure. The affected Party shall be granted any extension of time required by reason of an event of Force Majeure, including any related delay and the project schedule shall be adjusted as necessary to compensate for such delay. If any disease, epidemic, or pandemic leads to new or reinforced measures after conclusion of the contract that are causing delays, the Parties agree that this clause shall apply.

“**Force Majeure**” for purposes of these GTC means any event beyond the reasonable control of the affected Party, and which prevents, hinders, or delays performance notwithstanding the exercise of reasonable care by the affected Party and shall include for the purpose of these GTC in particular the following:

- a) war, hostilities, or similar circumstances (whether a state of war be declared or not), invasion, act of foreign enemy, requisition and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion or disorder, threat of terrorism and terrorist acts, any government, official or international sanctions, trade embargo or boycotts or restrictions on the transport of personnel, equipment, supplies or raw materials, governmental travel warnings or safety issue affecting the transport or availability of personnel to be dispatched on site;
- c) confiscation, nationalisation, mobilisation, commandeering, or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local, state, or national government or authority;
- d) failing to issue or delays in issuing any required import or export permit, authority, license, permit, visa, or authorisation duly applied for;
- e) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage, or restriction of power supply;
- f) earthquake, landslide, volcanic activity, fire, explosion, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, drought or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster either at the site or along the transportation route or any natural event;
- g) shortage of labor, supplies, components, transport, raw materials, or utilities (including in relation to any subcontractors or suppliers);
- h) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- i) global health emergency, pandemic, or epidemic (including but not limited to pandemic and epidemic situations due to SARS Corona and/or similar viruses or diseases) as well as any official measures or health and safety Requirements imposed as a result thereof, including any measure taken by local, national, federal or European authorities, or the World Health Organization; as well as
- j) cyberattacks or the like, and the resulting shutdowns.

IX. WAMAS® End User License Agreement and Data Protection

Provided the WAMAS® standard software is contractual scope, the terms of such license are being set forth in the WAMAS® End User License Agreement available at

[WAMAS End User License Agreement \(EULA\) | SSI SCHÄFER \(ssi-schaefer.com\)](#)

Such WAMAS® End User License Agreement shall prevail over any other conflicting, contrary, or deviating provision of this GTC.

Further, provided the WAMAS® standard software is contractual scope, the Processing of personal Data the Data Processing Agreement accessible under

<https://www.ssi-schaefer.com/en-de/data-processing-agreements>

applies.

X. Termination and Exclusion of Withdrawal (Rescission)

1. To the fullest extent permitted by law, the Parties are not entitled to rescind the contract. In case the exclusion of rescission right shall not be effective, the rescission shall have future effect only (ex nunc). In such case, SSI shall retain the right to be remunerated for the work and services performed and/or products delivered until the rescission takes effect (without prejudice to any other rights and/or remedies) and may request compensation, if rescission was not due to reasons on SSI's side.
2. Each Party shall have the right to terminate the contract until it is executed. In such case, SSI shall retain the right to be remunerated for the work and services performed and/or products delivered until the termination takes effect (without prejudice to any other rights and/or remedies) and may request compensation, if termination was not due to reasons on SSI's side.
3. Each Party shall have the right to terminate the Contract with immediate effect until the date foreseen for contract final performance in the event that the other Party commits a material breach of its contractual obligations and fails to remedy such breach (provided that the breach is remediable) within a reasonable time after being notified of such breach. In such case, SSI shall retain the right to be

remunerated for the work and services performed and/or products delivered until the termination takes effect.

4. SSI shall at any time have the right of termination with immediate effect if (i) the Client is unable to pay its debts as they fall due or go into liquidation, whether compulsorily or voluntarily or if any act is done or event occurs which has an effect similar to any of these acts or events, or (ii) if there are facts on the basis of which SSI cannot reasonably be expected to continue the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both Parties.

XI. Liability for Defects (Warranty)

1. Unless agreed otherwise, SSI provides the Client with the warranty that the contractual performance is free from defects in material and workmanship within a warranty period of 12 (twelve) months (hereinafter referred to as the "Warranty Period").
2. In case of a Contract of Work and Services, the Warranty Period commences upon acceptance, commercial use or commissioning, whichever occurs first, and for Contracts of Sale upon delivery to the Client.
3. The warranty covers - at SSI's own discretion - subsequent repair and subsequent delivery (in the case of a Contract of Sale; jointly: "Supplementary Performance") or rectification of defects or production of a new work (in the case of a Contract for Work and Services; jointly: "Supplementary Performance") at SSI's expense within the time frame corresponding to the nature of the defect.
4. Supplementary Performance does not suspend, renew or extend the Warranty Period. Any new parts are covered by the existing Warranty Period.
5. The Client shall inform SSI of any defects promptly in document form within 3 days from its detection. To the maximum extent permitted by law, the warranty rights shall be deemed to be forfeited after 1 (one) month from the time the defect is discovered by the Client or negligently not discovered by the Client and can no longer be claimed.
6. The warranty does not cover in particular defects caused by incorrect operation and maintenance (i.e., non-compliance with operating and maintenance instructions), normal wear and tear or external influence shall be excluded from the warranty; this also applies to IT components. The warranty terms are described in more detail in SSI's offer.
7. The warranty rights explicitly mentioned in this clause XI are, to the maximum extent permitted by law, conclusive and Client's sole legal remedy for defects replacing and excluding any other contractual, statutory or other warranty rights.
8. Defects not covered by the warranty shall be removed on standard commercial terms of SSI.

XII. Delay and Liquidated Damages for Delay

1. The compliance with any deadline and/or time schedules for deliveries and/or regarding the contractual performance and/or regarding the acceptance date are subject to the duly and timely fulfillment of any of Client's obligations and/or obligations to cooperate.
2. In the event that SSI, for reasons solely attributable to SSI, exceeds the final deadline for delivery (Contract of Sale) or regarding the final acceptance date (Contract for Work and Services), the Client shall be entitled, for each full week of the delay, to liquidated damages for delay of 0.3% (net) of the respective contract price, up to a maximum of 3% (net) of the respective contract price (hereinafter referred to as "Liquidated Damages for Delay") in case of Contract for Works and Service, and in Case of Sales Contract of the contract price of respective delayed part of the delivery.
3. In case of Contract for Work and Services, the Client shall not be entitled to claim Liquidated Damages for Delay if there are only insignificant defects.
4. The Client will notify SSI in document form about the intention to claim Liquidated Damages for Delay at the latest on the day stipulated for the final acceptance or the date of relevant delivery, under pain of losing the right to claim the Liquidated Damages for Delay.
5. This clause XII shall constitute Client's sole, exclusive and conclusive rights and remedies with respect to any delay of SSI in contract performance.

XIII. Liability

1. Within the maximum amount permitted by the applicable law, any liability of SSI including but not limited to liability for any and all liquidated damages, losses, damages, costs and expenses of the Client in connection with, arising out of or in connection with the contract, resulting from the contract or applicable law, shall be limited in total to 20 % (net) of the respective contract price or 500,000.00 EUR (five hundred thousand EURO), whichever amount is lower.
2. Furthermore, to the fullest extent permitted by applicable law, in priority to any other contractual provision in these GTC or any contract, SSI (as well as SSI employees, subcontractors and suppliers) any and all liability of SSI towards the Client, regardless of the legal basis, for any lost profit, consequential

and/or incidental damages, indirect damages, actual damage other damage than in the scope of supply, any and all financial loss, including i.a. loss of profit or revenue, financial loss, expenses, cost of capital, loss of use of the facility or its equipment, loss of production or business interruption, cost of replacement equipment, replacement facilities or replacement services, downtime costs, increased operating costs, loss of goodwill, loss of contracts, loss of data, and/or intangible damages, reputational damages and/or third party claims against the Client for the losses, damages and costs mentioned in this Clause XIII.2 shall be excluded.

3. The exclusions and limitations of liability provided for in this clause XIII shall not apply (i) in the case of willful misconduct or gross negligence on the part of SSI; (ii) for culpable injury to life, limb, or health, legally attributable to SSI; and (iii) as far as these exclusions and limitations breach mandatory law.
4. The above limitations and exclusions of liability shall take precedence over any conflicting clause elsewhere in these GTC and any contractual agreement with the Client.

XIV. Compliance and Export Control

Compliance

With its Executive Commitment Compliance, its Code of Conduct and its Code of Conduct for Business Partners (available in the respective valid version on the company website: <https://www.ssi-schaefer.com>), SSI demonstrates its commitment to compliance with applicable laws and regulations, as well as fundamental corporate values.

Within the scope and for the term of the joint business relationship, the Client hereby also declares and confirms its commitment to comply with applicable laws and regulations and undertakes to take appropriate measures. Particularly in the risk areas of bribery and corruption, fraud, antitrust and competition law, money laundering and the financing of terrorism, sanctions, embargoes and human rights, the Client shall refrain from actions or omissions in connection with this contract, that regardless of the form of participation, may lead to administrative or criminal sanctions in the future (hereinafter referred to as "significant breach"). The Client hereby also expressly confirms that, to the best of its knowledge, it is not acting in violation of the law or standards in the selected following sensitive areas:

- (i) bribery and/or corruption (passive or active),
- (ii) antitrust or competition law violations,
- (iii) money laundering or financing of terrorism,
- (iv) violation of embargo and trade sanctions regulations as well as supply of unauthorized dual-use goods for armament and military purposes, goods for nuclear or military end-use, where the term "goods" includes products, software, and technology (including technical assistance), or,
- (v) violation of internationally recognized human rights.

In order to enable SSI to comply with applicable laws and regulations, the Client is obliged (at any time - even after the end of the business relationship - and without justification) to provide truthful and complete written information on questions and information in connection with business partner due diligence and sanctions list screening carried out by SSI within reasonable time at the written request of SSI.

In the event of significant breaches and/or investigations by authorities in connection with the fulfillment of the obligations under this contract, in particular with regard to the abovementioned risk areas, regardless of the form and degree of participation, SSI shall be informed within reasonable time regarding the breach and the measures taken to remedy and prevent it in the future, while considering the legitimate interests of the Client, in particular its business and trade secrets as well as the rights of its employees, in particular data protection.

Export Control

The Client declares and confirms, that to the best of its knowledge,

- i. that neither the Client itself nor its directors, officers or affiliates are designated persons/parties under export control and trade sanctions regulations applicable to this contract,
- ii. it does not employ persons/parties designated under the export control and trade sanctions regulations applicable to this contract.

It is the parties understanding that any contractual goods (products, software, technology, services), data or information shall neither directly or indirectly serve for any of the following purposes without SSI's written approval and/or the permit of the competent authorities in the country of sale:

- i. armaments/weapons and/or
- ii. missiles capable of delivering weapons and/or

iii. nuclear technology.

The Client undertakes to provide SSI SCHAEFER with all information and documents necessary relating to the end Client, the final destination and the intended end use of the goods. The fulfillment of the obligations arising from this contract is subject to the competent authorities' permits.

If the Client transfers the products purchased or otherwise received from SSI to a third party (hereinafter: transfer), the Client expressly represents and warrants SSI that he will fully comply with the export control and trade sanctions regulations applicable to this contract as if the Client itself were directly obliged to comply with this law. The Client also warrants that, through its own contractual obligations, it will not expose SSI to the risk of being regarded as an intermediary within the meaning of the applicable export control and trade sanctions regulations.

XV. Applicable Law and Arbitration

1. The contractual relationship shall be governed in all respects by and construed in accordance with the laws of Poland ("applicable law"), excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction and excluding Convention on International Sales of Goods (CISG).
2. Any dispute arising in connection with the Agreement, including any question of termination or any subsequent amendment of the Agreement, shall be finally settled in accordance with the Arbitration Rules (Rules) of the International Chamber of Commerce (ICC). The number of arbitrators shall be three (3). The seat of the arbitration shall be Warsaw. The language of the arbitration proceedings will be Polish or English. At the same time, the claimant may also refer the case to a common court in the territory of the Republic of Poland with jurisdiction over the claimant's registered office.