

TECHBASE GROUP SP. Z O.O.
GENERAL TERMS AND CONDITIONS OF SALE

§1. DEFINITIONS

1. **TB** – Techbase Group sp. z o.o. with its registered office in Gdynia (81-365) at ul. Batorego 7, having KRS no. [National Court Register Number]: 0000425382 and NIP [Tax Identification Number]: 5833153380.
2. **Act of unfair competition** – any action contrary to the law or morality, which threatens or infringes the interests of TB. In particular, acts of unfair competition are: imitation of Devices, imitation of Non-standard Devices, imitation of Software, hindering access to the market, influencing TB's counterparties in a manner leading, even indirectly, to the limitation or termination of existing or future cooperation.
3. **Customer** – an entity purchasing Devices or Services from TB.
4. **Working Day** – days from Monday to Friday that are not public holidays.
5. **Confidential Information** – technological, technical, organisational, and other data concerning TB or any of its counterparties, which the Customer has acquired in connection with cooperation with TB, and which are not publicly available. In particular, Confidential Information shall be deemed any information and data constituting the know-how of TB, its counterparties, as well as any non-public information concerning any element of the services provided or the production process of the TB Devices, regardless of whether they have been classified as confidential by TB. The following shall not constitute Confidential Information:
 - (i) data that were public at the time of disclosure, provided that the disclosure occurred without fault of either Party;
 - (ii) data that were in the possession of a Party prior to disclosure, provided that such Party acquired the information lawfully;
 - (iii) data obtained by the Parties from third parties who made them available and acquired them lawfully.If there is any doubt as to whether a piece of information is Confidential Information, the Customer shall verify this circumstance with TB in writing under pain of invalidity. Failure by TB to respond within 7 days of receipt of the inquiry shall mean that the information in question is confidential.
6. **Reverse Engineering** – any action intended, even indirectly, to analyse the functioning/structure of any Device, Non-standard Device or Software offered by TB with a view to reproducing/building/imitating it or to undertake such activities in the future. Reverse Engineering shall also mean any other act, conduct or activity that would, even indirectly, result in the production or creation of a device, non-standard device or software analogous to the Device, Non-standard

Device or Software offered by TB, regardless of the name and nature of the act, conduct or activity.

7. **Software** – a computer program or application intended by TB to sell or operate the offered Devices or Non-standard Devices.

8. **GTCS** – General Terms and Conditions of Sale specified herein.

9. **GWTC** – General Warranty Terms and Conditions specified in a separate document, available at:

<http://www.techbase.eu/pl/support/guarantees.html>.

10. **Intellectual Property Rights** – all rights vested in TB under copyright law and industrial property law, including in particular: the right to patents, the right to registration, the right to protection, as well as patent, registration or protection right, the right to a trademark and license rights. Intellectual Property Right covers all aspects and areas of TB's creative activity, regardless of the manner in which they are created, used, and made public.

11. **Agreement** – an agreement concluded between TB and the Customer for the performance, delivery or sale of Services or Devices offered by TB. The GTCS are an integral part of each Agreement.

12. **Devices** – products intended for sale in TB's commercial offer.

13. **Non-standard Devices** – Devices that are not in TB's commercial offer or are in TB's commercial offer, but are to be modified at the Customer's request. Unless it follows directly from a specific contractual provision, each time these GTCS refer to Devices, it shall also mean Non-standard Devices.

14. **Services** – services offered by TB, in particular in the scope of: system and hardware monitoring and control; telemetry; Smart Grid; Smart Metering; data recording; iModCloud, iMod, as well as other services provided by TB.

15. **Force Majeure** – an external, extraordinary event, independent of the Parties, unforeseeable before the conclusion of the Agreement, which includes events such as: war, flood, hurricane, storm, snowstorm, long-term (exceeding 2 working days in a row) lack of electricity or gas supply; failure to carry out the planned delivery of components, as well as an imposed state of emergency or epidemic threat - if they actually affect the possibility to execute the Agreement properly.

16. **Parties** – the Customer and TB jointly.

§2. GENERAL PROVISIONS

1. Unless otherwise follows from the provisions below, the GTCS shall apply to all Agreements concluded between the Parties.
2. All provisions of the GTCS, unless otherwise agreed, relating to Devices, Non-standard Devices or Services shall apply mutatis mutandis to all types of Software licences granted or sold by TB.
3. The GTCS shall be binding on the Customer from the moment of their delivery or from the moment the

Customer is able to easily become acquainted with their content. The current GTCS are always available on: <http://www.techbase.eu/pl/>, under:

4. The GTCS are, apart from the Agreement, a complete and exclusive regulation shaping the rights and obligations of the Parties in the scope covered by the Agreement, and they exclude, to the fullest possible extent, application of any other contractual provisions, including, in particular, all kinds of contract templates, regulations, general terms and conditions of sale relating to the Customer. If, for any reason, the above exclusion is ineffective, the Customer's acceptance of the terms and conditions of the Agreement, of which the GTCS are an integral part, shall be deemed a declaration on waiver and non-use of those provisions of contract templates, regulations, general terms and conditions of the Customer, which are contradictory or inconsistent with GTCS.
5. In the case of a contradiction or discrepancy between the Agreement and the GTCS, the Agreement shall apply.
6. Provisions of the GTCS are applicable to business transactions between the Parties conducting economic activity, in particular being entrepreneurs in the meaning of Article 43¹ of the Polish Civil Code.

§3. ORDERS AND CONCLUSION OF THE AGREEMENT

1. The Agreement may be concluded by:
 - a) signing by both Parties of the document with the contents of the Agreement;
 - b) presenting an offer containing the terms and conditions of the Agreement as part of the response to the Customer's enquiry, and its acceptance by the Customer.
 - c) submitting of a purchase offer by the Customer and its acceptance by TB.
2. The Customer's acceptance of TB's offer subject to modification of its terms and conditions shall not result in the conclusion of the Agreement, but is deemed to be the submission of a new purchase offer by the Customer.
3. In case of any doubt, unless the content of the Agreement or the offer states otherwise, the Agreement shall be deemed concluded:
 - a) in the case of paragraph 1(a) – upon the placement of the last signature on the document with the contents of the Agreement;
 - b) in the case of paragraph 1(b) – upon the Customer's notification of TB about their unmodified acceptance of the offer;
 - c) in the case of paragraph 1(c) – upon TB's notification of the Customer about acceptance of their offer, subject to paragraph 4.
4. TB shall be entitled to a modified acceptance of an order, which is binding on both Parties, unless the Customer immediately, but no later than within 5 working days from the date of receiving information about the modification, notifies TB, in writing or by e-

mail, that they do not accept the modified order. In such case, the Agreement shall not be concluded.

5. The offer submitted by TB or the Customer shall specify at least the subject-matter of the Agreement, remuneration, and the deadline for its performance. Documents not containing all the above elements shall not constitute an offer within the meaning of these GTCS.
6. The offer submitted by TB is valid for the period indicated therein. If, in the offer or order confirmation, TB requires a prepayment, the execution of the order will only start after paying the entire required prepayment amount. In the event of delayed prepayment, all contractual deadlines for the performance of the subject-matter of the Agreement shall be automatically postponed by the minimum duration of the delay in prepayment. If, due to delayed prepayment, TB starts to execute another order, the order placed by the Customer shall not be commenced until the completion of the already started order. In this case, the Customer shall, within 5 working days of the prepayment being credited to TB's bank account, be notified by TB of the new deadline for completing the order. The new deadline is binding on the Customer and shall not constitute grounds for withdrawing from the Agreement.
7. TB may accept or refuse to accept the Customer's order in the same form in which it was placed within 2 weeks from the date of its receipt, unless otherwise stated in the order received. The absence of TB's declaration of acceptance or refusal is tantamount to rejection of the order.
8. TB may resign from the Agreement if they consider that they are unable to perform it on the accepted terms and conditions. TB shall be entitled to the above within 5 working days from the date of submitting the declaration of acceptance of the order. If TB submits a declaration of cancellation of the order, the Customer shall not be entitled to any claim on this account, including in particular, a compensation claim.
9. If the Customer places an order for a Non-standard Device, TB may make its execution conditional on the Customer first providing documentation or other explanations necessary for its proper execution. Unless the Parties unambiguously agree otherwise in the Agreement, the time for the completion of the Non-standard Device shall only commence upon receipt by TB of complete documentation enabling all required work to be carried out and upon posting of a prepayment, if any.
10. The deadline for the performance of the subject-matter of the Agreement may be changed if unforeseen circumstances occur at the time of concluding the Agreement, which objectively prevent TB from executing the order on time. In such case, TB shall immediately notify the Customer of the situation and set a new deadline that shall be binding for both Parties. The Customer shall not be entitled to any claim on this account, including in particular, a compensation claim.

11. If the Customer has documents exempting them from the obligation to pay customs duties, tax on goods and services, they shall provide TB with these documents no later than at the time of submitting the inquiry or order, or otherwise it shall be deemed that they are not exempt from the obligation to pay these duties. Failure to comply with this obligation by the Customer shall relieve TB of any liability therefor.

12. The Customer may at any time, in writing under pain of invalidity, cancel whole or part of the order; however, this shall not release them from the obligation to pay the portion of the price specified in the Agreement corresponding to the percentage progress of work on the subject-matter of the Agreement. The Customer shall be liable to TB for any damage, including lost profits, resulting from the cancellation of whole or part of the order after concluding the Agreement.

§4. PRICE AND PAYMENT TERMS

1. TB shall provide the Customer with the current prices of Devices or Services in response to the inquiry, invitation to negotiate or in the order confirmation.

2. Unless otherwise explicitly stated in the Agreement, the prices quoted by TB are net prices, to which value-added tax shall be added each time according to the rates in force at the time the Agreement is concluded.

3. Unless otherwise stated in the VAT invoice issued by TB, the term of payment of the VAT invoice is 14 days from the date of its issue.

4. TB may establish an individual trade credit for the Customer at their discretion. In order to secure due payment for Devices/Services and delivery made in accordance with §5 below, TB may require the submission of a freely chosen type of security measures (promissory note, bank guarantee, voluntary submission to execution, etc.). If TB requests security measures, the trade credit shall not be granted until TB has received the original document confirming the establishment of the requested security measure. If the gross value of the Customer's liabilities towards TB under previous orders for which TB has not yet received payment (whether completed or in process), as well as of the order currently being placed, exceeds the limit of the trade credit granted, TB shall have the right, at their free discretion, not to accept or to withhold the execution of the order until the Customer has settled payment so that the trade credit is not exceeded.

5. In the event of delay in payment of the amount due, TB shall be entitled to:

(i) initiate actions to recover the amount due by way of court proceedings, which will result in charging the Customer with all costs that TB will be forced to incur on this account, including in particular, but not limited to, recovery costs, legal representation costs and court costs;

(ii) charge maximum interest in accordance with Article 359 §2¹ of the Polish Civil Code;

(iii) immediately suspend the execution of the Agreements;

(iv) refrain from accepting or executing subsequent orders from the Customer until the overdue payments with accrued interest are settled.

6. The costs related to the suspension of the execution of the Agreements, including in particular: storage, warehousing, and insurance costs, shall be borne by the Customer.

7. If TB has reasonable doubts about the Customer's ability to timely pay amounts due under the Agreement, TB reserves the right to suspend the execution of the Agreements concluded with the Customer and to refuse to accept subsequent orders until the Customer provides security measures for payment, in the form specified by TB.

8. The date of payment shall be the date of crediting TB's bank account indicated on the VAT invoice or the date of payment in cash at TB's cash desk, depending on the payment method agreed between the Parties.

§5. LOGISTICS

1. TB shall, for an additional fee agreed by the Parties, offer a logistics service for Devices in the form of:

(i) delivery of Devices to a carrier or other person designated by the Customer with loading onto a means of transport;

(ii) delivery of Devices to a carrier designated by the Customer and concluding a contract of carriage to the specified destination;

(iii) delivery of Devices to the destination designated by the Customer and leaving them at the Customer's disposal, on a means of transport ready for unloading or further transport;

(iv) delivery of the customs cleared Devices to the destination specified by the Customer and having them at the Customer's disposal in a means of transport ready for unloading;

(v) preparing Devices for transport by packing them, provided that the destination to which TB is obliged to deliver Devices will be specified by the Customer no later than at the stage of placing an order for delivery of the Device together with the logistic service. Failure to specify the destination by the Customer shall mean ordering of a logistics service on the terms set out in paragraph 1.

2. Unless otherwise agreed in the Agreement, if the Customer uses the services referred to in paragraph 1, the risk of accidental loss of Devices or damage to them shall be transferred to the Customer at the time of delivery by TB to the first carrier.

3. TB may, in the event of the Customer's failure to collect Devices within the time limit specified in the Agreement or in the letter refusing to accept the complaint or in the notice of rectification of the defect,

notwithstanding any other entitlement, hand Devices over to a third party for safekeeping at the Customer's expense and risk.

4. In the event of the Customer's failure to collect the ordered Devices within 30 days of the scheduled date of collection, TB shall be entitled to:

(i) alter and/or sell Devices to any third party at a price that this party is able to offer. In such a case, TB may require the Customer to pay the difference in price between the price for which the Customer was to purchase Devices and the price obtained from their sale, regardless of contractual penalties and storage or warehousing charges.

(ii) charge a fee for independent storage of Devices in the amount of PLN 500 for each commenced day of storage after 30 days from the scheduled date of their receipt. In such case, the Parties shall exclude TB's liability for damage or theft of Devices.

5. TB shall not be liable for non-delivery or delayed delivery of Devices if delivery has been contracted to a professional carrier/forwarder. TB shall provide the Customer with all possible assistance in seeking redress from the abovementioned carrier/forwarder for any damage caused by the non-delivery or delayed delivery of Devices.

§6. WARRANTY

1. TB provides, subject to the Customer's use of Devices in accordance with their properties and intended use, a warranty for Devices manufactured by TB, as specified in the GWTC.

2. The current GWTC are always available on: <http://www.techbase.eu/pl/support/guarantees.html>

3. TB's liability under warranty is excluded.

§7. EXCLUSION OF LIABILITY

1. Any exclusions and limitations of liability contained in the GTCS shall also apply to the exclusions and limitations of liability of TB's employees, as well as other natural and legal persons acting on commission or on behalf of TB, including in particular sales representatives, contractors, service providers, and agents.

2. TB does not interfere with the manner of using Devices and the purpose for which they will be used. Any technical advice and recommendations given by persons acting on behalf of TB do not constitute performance of any contractual obligations incumbent on TB, or binding assessments of the Device suitability, but are given solely through TB's goodwill and constitute non-binding proposals relating to the use of the ordered Devices.

3. TB's liability for any damage resulting from errors or defects in or arising from the Software is excluded to the maximum extent permitted by law. The Customer acknowledges that the Software offered by TB may be incomplete or have errors or defects and may not meet the Customer's expectations – these circumstances shall

not, however, constitute grounds for the Customer to assert any claims against TB.

§8. CONTRACTUAL PENALTIES

1. In the event of non-performance or improper performance of the Agreement, the Customer shall pay TB contractual penalties:

(i) for delay in collecting Devices in the amount of 0.5% of the gross price of each uncollected Device specified in the VAT invoice for each started day of delay;

(ii) for delay in collecting Devices after completion of the warranty procedure in the amount of 0.5% of the gross price of each uncollected Device specified in the VAT invoice for each started day of delay;

(iii) for TB's withdrawal from the Agreement for reasons attributable to the Customer in the amount of 20% of the price or remuneration indicated in the Agreement, plus value added tax due at the time of accrual of the contractual penalty.

2. The maximum amount of contractual penalties that TB may charge to the Customer referred to in points (i) and (ii) above shall be 30% of the gross sales price of uncollected Devices.

3. Breach by the Customer of any provisions specified in §10 of the GTCS, concerning keeping the Confidential Information in secret, shall result in the Customer's obligation to pay a contractual penalty in the amount of PLN 20,000.00 (say: twenty thousand zlotys) to TB, for each such breach.

4. The Customer shall pay TB a contractual penalty in the amount of EUR 500,000.00 (say: five hundred thousand euro) for each breach of the prohibitions on the use of Reverse Engineering, including in particular those specified in §12(3) of the GTCS.

5. TB reserves the right to claim damages exceeding the amount of the reserved contractual penalties.

§9. WITHDRAWAL FROM THE AGREEMENT

1. Regardless of other cases indicated in the GTCS, TB shall be entitled to withdraw from the Agreement if the Customer is in breach of the contractual obligations incumbent upon them, in particular in the case of:

(i) failure to provide all necessary documents and materials required for the execution of the order;

(ii) failure to pay the price or to provide security measure for the payment of the price of the received and/or ordered Devices;

(iii) breach of the obligation to keep TB's confidential information in secret;

2. TB shall be entitled to withdraw from the Agreement after having issued a written or e-mail summons to the Customer to remedy the noted deficiencies and giving them an additional, at least 3-day period to do so.

3. The summons shall be deemed received by the Customer when TB sends the e-mail or when the letter containing the summons is delivered, as well as when the

first notice of attempted delivery is left by the courier/mailman.

4. TB shall be entitled to withdraw from the Agreement within 30 days of becoming aware of any of the grounds for doing so. TB, at their free discretion, may withdraw from all or part of the Agreement.

§10. CONFIDENTIAL INFORMATION AND BUSINESS SECRETS

1. The Parties undertake not to disclose any Confidential Information, except when such disclosure is required by law or in connection with pending court or administrative proceedings in which the Party is involved.

Confidential Information may be disclosed with the consent of the Party concerned.

2. If either Party is forced to disclose any Confidential Information in one of the above situations, it shall immediately notify the other Party of such necessity. The obligation to keep Confidential Information in secret shall continue to apply after the expiry or termination of the Agreement.

3. The Parties undertake to use Confidential Information exclusively in connection with the performance of the Agreement.

4. The Customer, who uses or cooperates with third parties in the performance of the Agreement, shall be obliged to inform such third parties of the obligation to keep Confidential Information in secret and to effectively enforce the obligation of confidentiality from them to the same extent as this obligation applies to the Customer.

§11. PERSONAL DATA

1. The Customer agrees to the processing of their personal data by TB for the purposes related to the execution of the Agreement in accordance with applicable laws.

2. The Customer also agrees to receive commercial information from TB by means of electronic communication, in particular e-mail.

3. TB shall archive orders in their internal data system. TB shall not make the data processed therein available to unauthorised persons.

§12 INTELLECTUAL PROPERTY RIGHTS

a.i.1. Except as otherwise expressly provided in the Agreement, TB shall retain full copyrights, including proprietary copyrights, in all fields of use in respect of any Device, Non-standard Device, Software, Services, and goods produced by them. The transfer of any copyright in any field of use shall require a clear and unambiguous statement by TB. In case of doubt, TB shall be deemed not to have transferred any copyright to the Customer in any field of use.

a.i.2. Except as otherwise expressly provided in the Agreement, TB shall retain full industrial property rights in relation to Devices, Non-standard Devices, and Software and shall not transfer to the Customer any rights to patents, rights to registration, rights to protection, as well as patent, registration or protection rights; TB shall remain the sole owner and disposer thereof. The transfer of any industrial property right shall require a clear and unambiguous statement by TB. In

case of doubt, TB shall be deemed not to have transferred any industrial property right.

a.i.3. Reverse Engineering of any Device, Non-standard Device, and Software by the Customer or by any other entity acting on behalf of the Customer or associated or collaborating with the Customer, even indirectly, is excluded.

§13. RESERVATION OF TITLE

1. Title to the ordered Devices shall be transferred to the Customer upon crediting of TB's bank account with the total price for a given order, which means that by that time the Devices, being the subject of the order, shall remain the sole property of TB. The above is independent of the transfer of risks and costs of maintenance, storage and warehousing of Devices referred to in the GTCS.
2. During the period in which Devices remain the property of TB, the Customer shall treat the Devices in their possession with the utmost care and diligence. In particular, the Customer shall be obliged to carry out all safeguards and necessary maintenance and inspections at their own expense, in a timely manner, and to the necessary extent.
3. If Devices owned by TB are combined or mixed with items not belonging to TB in such a way that it will be impossible or considerably difficult to separate them, regardless of claims for damages, TB shall become co-owner of the item resulting from such combination or mixing in accordance with the principles set forth in Article 193 of the Polish Civil Code, but the value of the Devices owned by TB shall be deemed to be their gross value, i.e. including value added tax.
4. The Customer shall assign to TB all claims due from third parties that result from combining the Devices owned by TB with real estate or movable property belonging to third parties, up to the amount of the unpaid price for the combined Devices, as security of claims. As soon as the Customer pays the entire price for the combined Devices, the claims shall be transferred back to the Customer without the need for a separate declaration by TB.
5. TB shall have the exclusive right to demand the return of the Devices for which the title has been reserved. Neither the Customer nor any third party possessing such Devices may validly demand that TB takes Devices back and thus settles claims for payment of the price.

§14. FORCE MAJEURE

1. Neither Party shall be liable for non-performance or improper performance of obligations under the Agreement caused by Force Majeure.
2. The Parties undertake to notify each other of the occurrence of a Force Majeure event within 30 days of its occurrence.
3. If the deadline for notification of Force Majeure is not observed, the Party that neglects this obligation shall not be able to effectively invoke Force Majeure.

4. TB reserves the right to withdraw from the Agreement if the Force Majeure event or its consequences persist for more than 90 days. In such a case, the Customer shall not be entitled to make any claims against TB, including in particular, claims for damages.

§15. SOFTWARE

1. All provisions of the GTCS relating to Devices, Non-standard Devices, and Services shall apply mutatis mutandis to the Software unless otherwise agreed by the Parties in the Agreement or unless otherwise provided in this paragraph.
2. TB may grant the Customer only a non-exclusive licence to use the Software solely for the purpose of using the purchased Devices, Non-standard Devices or applications.
3. The licence to use the Software or any part thereof is not transferable to any party other than the Buyer without the express written and unequivocal consent of TB.
4. The right to emulate, clone, rent, resell, modify, decompile, reverse engineer or disassemble the source code of the Software or any part thereof is excluded.
5. The Customer may not use the Software in a way that would exceed the granted license or the agreed scope of use, and may not use the Software to produce devices similar to the Devices or Non-standard Devices offered by TB. The Customer, in case of violation of the said prohibition, shall pay TB a contractual penalty of PLN 500,000.00 (say: five hundred thousand zlotys) for each stated prohibition violation.
6. TB's liability under the warranty for physical and legal defects of the Software is excluded.

§16. CHANGE TO THE GTCS

1. These GTCS may be amended by TB at any time. TB shall make every effort to notify the Customer of changes to these GTCS, in particular by posting a relevant announcement on their website.
2. Unless the new GTCS stipulate otherwise, the amended GTCS shall enter into force upon their publication on the website _____.
3. The entry into force of the amended GTCS does not apply to Agreements concluded prior to such entry into force.

§17 FINAL PROVISIONS

1. The address indicated by the Customer in the Agreement or in the order is a correspondence address, unless the Customer has clearly and unambiguously indicated TB a different correspondence address. The Customer is obliged to inform TB of any change of their correspondence address in writing or by e-mail, or else

correspondence sent to the previous address shall be deemed to have been effectively delivered.

2. In the event of a dispute arising under the Agreement, the Parties shall first attempt to resolve it amicably through mediation at the Mediation Centre at the Regional Chamber of Legal Advisers in Gdańsk, based on the rules of that Centre in force on the date of submitting the request for mediation. If the dispute is not resolved during mediation, the Parties shall submit it for settlement to a common court of law having jurisdiction over TB's seat or to the Arbitration Court _____ – the right to choose one of the aforementioned courts shall rest with the party initiating the proceedings.

3. Polish law applies to the Agreement. In the case of discrepancies in the interpretation of the Agreement or the GTCS or disputes arising therefrom, including possible court disputes, they shall be settled under Polish law.

4. Transfer of rights and obligations under the Agreement by the Customer to a third party shall require TB's written consent to be valid. TB may, without the Customer's consent, transfer the debt owed to them by the Customer to a third party.

5. The Customer shall not be entitled to set off any of their claims against TB without TB's prior written consent under pain of invalidity.