

GLORIA POLAND SP. Z O.O.
STANDARD TERMS AND CONDITIONS OF SALE

Version September 2026

1. GENERAL

These general terms and conditions of sale ("Terms") are applicable to all offers, order confirmations, supply and deliveries of any products or services by Seller, unless otherwise agreed. Notwithstanding any inconsistent or additional terms that may be embodied in the Buyer's purchase order, general terms and conditions or other Buyer's document, Seller accepts Buyer's order on the express condition that Buyer agrees to the terms and conditions set forth hereafter as the only terms governing Buyer's order. If Buyer has not previously accepted these Terms, Buyer's acceptance of Seller's placing of a purchase order shall constitute full acceptance of these Terms. The Seller's product information, price lists and quotations shall be offered without engagement unless explicitly stated otherwise. Seller may act on behalf of any other Seller's affiliates. If this is the case, such other affiliate shall be mentioned on the order confirmation or invoice, and any reference below to 'Seller' shall refer to such other Seller's affiliate. The Seller reserves the right to amend these Terms. Any amendments, supplements or exclusions concerning the provisions hereof will be binding upon the parties to the Agreement provided they are implemented or approved by the Seller in writing. The Agreement shall be concluded upon acceptance of an Order by the Seller. A statement of the Seller on acceptance of an Order shall be made in writing i.e. by mail, fax or electronically (Confirmation of Acceptance of Order). The Agreement shall also be concluded in the event that the Seller unconditionally accepts the offer submitted by the Seller. The content of the Confirmation of Acceptance of Order or the Seller's offer (as applicable) is decisive as to the scope of the Seller's services. Subject to the following, any products Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to these terms and conditions.

2. DEFINITIONS:

Seller: Gloria Poland Sp. z o. o.

Buyer: a party placing in Order

Order: List of Goods ordered by the Buyer, sent to the Seller by email, fax or electronic mail

Confirmation of Acceptance of Order – Seller's statement on acceptance of Order

Agreement – Agreement for the Sale of Goods between the Seller and the Buyer, on the terms referred to herein

Terms – these Terms of Sale of Gloria Poland Sp. z o.o.

Goods – Equipment or services covered by the Order

3. PRODUCTS

The products are those described in Seller's order confirmation or packing slip. Where appropriate in these Terms, the term products shall also include any services which may be provided by Seller.

4. PRICE

The Seller reserves the right to change the prices of Goods as shall be necessary in order to reflect the change of exchange rates, labor force wages, prices of materials, taxes, insurance, transport costs or other costs which the Seller is not liable for, in the period following placement of an Order by the Buyer, and before the Buyer is sent a Confirmation of Acceptance of Order. The new price terms will be specified in the Confirmation of Acceptance of Order and will become binding upon the Buyer upon delivery of a Confirmation of Acceptance of Order to the Buyer. Product prices are exclusive of VAT and determined by the confirmation sent by Seller and unless otherwise stated will be FCA Sosnowiec to the place provided in the order confirmation (Incoterms 2020) and payment will be due within 30 days of receipt of the invoice in the manner set out in this clause. If Buyer is to arrange export shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or other evidence of tax or duty exemption acceptable to the relevant taxing or custom authorities, failing which, the amount of any taxes or duties payable by Seller in connection with the sale of product(s) shall be promptly paid by Buyer to Seller upon submission of Seller's invoice. Buyer shall not be entitled to make any deduction from payments due to Seller on account of any alleged set-off or counterclaim. Seller has at all times the right to claim full or

partial advance payment and/or otherwise claim security for payment. Should Buyer fail to pay Seller in a timely manner, Buyer agrees to reimburse Seller for Seller's costs of collecting the amounts due and to pay Seller interest on any late payment at a rate of the statutory interest to accrue until actual payment is made. By the mere fact of non-performance or late performance Buyer is in default without notice. Seller may suspend or cancel delivery of any order or installment in the event that Buyer exceeds its credit limit with the Seller and/or has any outstanding overdue payments.

5. DELIVERY

Any delivery dates Seller quotes or which are set out in Seller's order confirmation or acceptance are estimates only and are not legally binding. Seller cannot guarantee delivery on a specific date. Unless otherwise agreed in writing, delivery may be made in installments. Delivery time may be extended if and for so long as the Buyer is delayed in the performance of any obligation to Seller. Seller will not in any circumstance be liable for any loss or damage whatsoever due to delay in delivery (including pursuant to installments) however occasioned unless the same was attributable to Seller's gross negligence or willful misconduct. The quantity recorded on Seller's packing slip and/or Seller's order confirmation shall be accepted by both parties as correct, unless objected to in writing by Buyer within five working days from delivery. Seller shall retain title to the products invoiced to Buyer until (i) Seller has received full payment for all products and (ii) Seller has received payment of all other sums which are or which become due to Seller from Buyer on any account. Until such time as title in the products passes to Buyer, if Buyer re-sells the products or any goods manufactured out of products sold by Seller, Buyer assigns to Seller all proceeds from their sale up to the amounts owing to the Seller and Buyer shall hold such amounts separately on trust for Seller. Seller shall have the right to access any premises where the products are stored to inspect or recover the goods if Buyer is in breach of any of these terms or upon occurrence any of the events set out at clause The Buyer may withdraw the placed Order following its acceptance by the Seller by way of a Confirmation of Acceptance of Order only upon the Seller's approval. The Seller shall have the right to terminate the Agreement with immediate effect in case the Buyer violates these Terms, if the Buyer, despite a written call by the Seller, fails to immediately commence, not later than within 3 days, to remedy the effects of such violation. The Seller shall have the right to terminate the Agreement with immediate effect in case of reasons which render it impossible to perform the Agreement for a period of more than 14 days.

6. LIMITED WARRANTY

The Seller shall grant the Buyer a guarantee on the Goods specified in the Order and manufactured by Seller, its affiliates or subsidiaries for a period of eighteen months from the date of shipment of Goods from Seller's plant, however, for a period not shorter than twelve months from the date of supply of the Goods. The Seller shall guarantee that the Goods will be free of any material and manufacturing defects and shall ensure their proper functioning, assuming that they are used and operated in the manner in which they were intended. In case the Seller admits a complaint, the Seller shall repair or replace, at its discretion, free of charge, those parts of the Goods which, based on the examination conducted by the Seller, shall be deemed faulty due to incorrect production, design and/or due to faulty materials. If, during the term of the guarantee, defects are revealed, the Buyer shall immediately notify the Seller of such fact. Depending on the Seller's instruction, the defect can be diagnosed and removed in the place of the fixing of the Good, or in another place indicated by the Company. In case the Good is sent to the place indicated by the Seller, the costs of disassembly, transportation, insurance and the next assembly shall be borne by the Buyer. In case the Buyer's claim is admitted, the repaired or replaced Goods will be sent to the Buyer, and the costs of transport to the Seller's warehouse shall be borne by the Seller. With respect to Goods manufactured and delivered by entities other than Seller, its affiliates or subsidiaries, the Seller shall deliver to the Buyer the guarantees of the producers (suppliers) of such Goods, stipulated by the purchase agreements concluded with such producers (suppliers), making them available prior to the supply of Goods, if possible. This guarantee applies to Goods which were fixed

according to the manual, in particular with respect to application and environmental conditions described in the Goods' documentation and which are properly serviced. In addition, this guarantee applies to those Goods that are serviced by the manufacturer's official service of the Seller or other entity having Seller's service authorization. The Seller's liability under this guarantee shall not apply to Goods:

- A/ with respect to which the entire sale price has not been paid;
- B/ which have been repaired or replaced without the Seller's approval;
- C/ which have been fixed or used in a manner which is contrary to the manual of the Seller or for purpose contrary to their designation.

The Seller shall not be liable for damages arising from the use of Goods or for the functioning of the system or a part thereof which the Goods can be an element of. The guarantee issued by the Seller shall not cover an obligation that the Goods will be suitable for a specific purpose or that they will reach certain functionality criteria. The original purchaser is not entitled to extend or transfer this warranty to any other party. To the fullest extent permissible by law, this warranty is in lieu of all other warranties, conditions, representations or other terms, whether written or oral, including any warranty of merchantability or fitness for a particular purpose.

7. LIMITATION OF CLAIMS.

Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above or in case of gross negligence or willful misconduct to the extent such is attributable to Seller. Seller will not be liable for consequential damages, including, but not limited to, loss of profits, cost of any substitute for the products Buyer bought, claims of third parties or injury to person or property. Seller shall not be liable for any damage, injury, contamination or loss resulting in connection with breach by Buyer of its obligations under clause 13 and Buyer shall indemnify and hold Seller, its employees, suppliers and subcontractors harmless against all claims, costs, loss or damages in connection with such breach. Conditions limiting, excluding or establishing liability, which can be invoked by suppliers or independent contractors of Seller against Seller in respect of the goods delivered, may also be invoked against Buyer. Nothing in clause 6 and clause 7 or in any other part of these Terms is intended or shall be construed as excluding or limiting Seller's liability for (i) damage ensuing from gross negligence or willful misconduct by Seller (not including employees, subcontractors or agents) or its executive management; or (ii) any other liability that cannot be excluded or limited under applicable law.

Neither the Seller, nor its subcontractors, suppliers or employees will be liable for any loss of, damage to, or loss of use of any property, including the Buyer's property, or for any such loss, damage, loss of use, injury or illness which arises out of or results from a nuclear incident or a precautionary evacuation in anticipation of such incident (whether or not such incident occurs) or from any nuclear risk or hazard. The Buyer waives and will require its insurers to waive all rights of recovery against the Sellers and its subcontractors, suppliers and employees on account of such loss, damage, loss of use, injury or illness. The Buyer shall be responsible for, and shall indemnify and hold harmless the Seller and its subcontractors, suppliers and employees (including with respect to attorney's fees, investigative costs, and other defense expenses) from all claims by any third party resulting from any cause including the negligence of Seller, its subcontractors, suppliers and employees and which arise out of any nuclear incident, precautionary evacuation in anticipation thereof, or any on-site property damage at the plant.

8. TECHNICAL ADVICE AND OTHER SERVICES.

Buyer is responsible for the design, configuration, integration, testing and labeling of any system that Buyer makes using products Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provides. Buyer is responsible for testing and investigating products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer

and will not make any claim against Seller based on Seller's technical advice, statements, data, services or recommendations.

9. PATENTS.

Seller warrants that products furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any valid US or European patent. If notified promptly in writing by Buyer and given authority, information and assistance, and contingent upon Buyer not taking any position adverse to Seller in connection with such claim, Seller shall defend, or may settle at its expense, any suit or proceeding against Buyer so far as based on a valid claim for infringement which would result in a breach of the warranty stated in this section and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund to Buyer the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by the products or any part thereof and is subject to Buyer promptly informing Seller of any claim and allowing Seller full conduct of the claim. This does not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction, or in case of use of any product furnished hereunder that is in breach of these Terms. As to any such product or part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefore.

10.CHANGES

If technically possible, the Seller shall have the right, at the Buyer's request, to change the ordered Goods. Potential additional costs of such change will be borne by the Buyer. Additionally, in case the said change caused an extension of the period for designing or production of the ordered Goods, the date of their supply will be postponed accordingly.

The Seller reserves the right to make changes to its goods without notice, including already-ordered goods, assuming that no changes to technical details agreed upon with the Buyer or having impact upon the functionality of the Goods will be made.

11. EVENTS BEYOND SELLER'S CONTROL.

Seller is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including extreme weather conditions, natural catastrophe, warfare, fire, government commission, site or building blockades, transport interruptions, strikes, specific work interruptions or work-to-rule slowdowns and lockout, machine breakdown, delay in the provision to Seller of parts, good or services ordered from third parties, accidents and interruptions of business operations. In the event of force majeure on the part of Seller, Seller shall not be liable and its obligations are suspended. If the force majeure lasts longer than 60 days, both Seller and Buyer are authorized to rescind the non-feasible parts of the agreement by a written declaration.

12. REGULATORY APPROVAL COMPLIANCE.

Seller will give Buyer, if possible, approval certifications on request and Buyer will provide these to all those required by law to receive them. Buyer agrees to dispose of products and/or disposable packaging as required by any applicable disposal or recycling laws.

13. EXPORT CONTROL COMPLIANCE.

Sales and distribution of commodities, materials, hardware, software, services, and technology the Buyer receives from the Seller pursuant to the agreements between Seller and Buyer (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United

States, and the United Kingdom (collectively, “Trade Control Laws”).

The Buyer will conduct all activities under this Agreement in compliance with Trade Control Laws.

The Buyer will not sell, supply, export, reexport, or transfer Products directly or indirectly to: 1. Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, Kherson, Luhansk, or Zaporizhzhia regions of Ukraine or any other region that becomes restricted (each a “Restricted Country”); 2. to an individual or entity that is (i) an individual or entity designated on the U.S. Department of the Treasury’s Office of Foreign Assets Control’s (“OFAC”) Specially Designated Nationals (“SDNs”) and Blocked Persons List, the U.S. Department of Commerce’s Bureau of Industry and Security’s Entity List, the European Union’s Consolidated List of Sanctions, as well as those of applicable Member States, and the UK Consolidated List; (ii) the Government of a Restricted Country, Venezuela, or Afghanistan, (iii) a person ordinarily resident in, or an entity registered under the laws of, a Restricted Country, (iv) an entity owned or controlled by a party in (i)-(iii), or (v) a person acting on behalf of, or for the benefit of, a party in (i)-(iv) (Parties in subparagraph 2(i)-(v) collectively, a “Denied Party”); 3. for an unauthorized end-use; or 4. in violation of Trade Control Laws.

The Buyer shall conduct reasonable diligence to verify its customers’ or end-users’ identity and location and confirm the Products’ intended end-use (collectively, “End-User Diligence”). Buyer’s End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. The Buyer shall promptly notify the Seller of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.

Notwithstanding any other provision of any agreements between Seller and Buyer, the Seller will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or otherwise in violation of Trade Control Laws. If the Buyer extends to its clients any warranty that is broader in scope than the limited warranty provided by the Seller, the Buyer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.

Upon request, the Buyer shall promptly provide the Seller with information about Seller’s export of Products, including, without limitation, description, volume, value, the Buyer and/or end-user, transaction dates, and service details.

The Buyer represents and warrants that neither it nor its respective directors, officers, employees, or affiliates is a Denied Party or is located, organized, or resident in a Restricted Country.

The Seller can terminate any agreement between Seller and Buyer effective immediately upon any of the following: 1. The Buyer becomes a Denied Party; 2. The Buyer violates Trade Controls with respect to any of the activities subject to this Agreement; or 3. The Seller reasonably determines that its Trade Control Laws compliance obligations prohibit the Seller’s performance (each a “Trade Controls Event”). Termination under this clause shall be deemed a termination for just cause, relieving the Seller of any obligation to make further sales or provide further services (including warranty, repair, replacement, or guarantee services) under any agreement between Seller and Buyer, or to deliver any Products to the Buyer.

The Buyer shall hold the Seller harmless against all liabilities, and, to the extent permitted by Trade Control Laws, indemnify the Seller for all costs, expenses, damages, and losses incurred by the Seller arising from a Trade Controls Event. In no event shall the Seller be liable for any special, incidental, exemplary, or consequential damages, including but not limited to, lost profits, fines, or penalties imposed on the Buyer by relevant governmental authorities, arising in connection with Seller’s performance under any agreements between Seller and Buyer, including but not limited to delays, fees, or limitations imposed in connection with Trade Control Laws.

The Buyer hereby accepts and represents that he will comply with the GloriaThird Party Code of Conduct.

14. ELECTRONIC COMMERCE.

Seller may offer products for sale using the Internet, e-mail or other computer-based electronic communications methods. All

sales of products made using any such method will be governed by these Terms, the terms of the governing sales agreement, and by any additional terms set out or referenced in Seller’s Internet site or electronic communications. In the event of any conflict between any provisions in the governing sales agreement or such additional terms and these terms and conditions, the provisions in the governing sales agreement or such additional terms shall prevail. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller’s products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic order acceptances or confirmations and electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such order acceptances or confirmations and invoices as if they had been delivered in writing.

15. DATA PRIVACY.

The Parties acknowledge and agree that in the execution and the administration of the agreements between Seller and Buyer, personal information of either Party will be collected and processed, as independent data controllers, for invoicing and contract execution and management purposes, and comply with any and all Data Privacy Laws. Where a Party provides the other Party with any personal information for such purpose, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal information it has provided to the other, if needed. The Parties shall neither sell, nor exchange for anything of value, personal information processed in the course of the performance of the agreements between Seller and Buyer and thereafter.

The Seller may share personal information with Seller’s service providers and Seller may store personal information on servers located and accessible globally by Gloria Group entities and their service providers but only in accordance with applicable data privacy laws and with appropriate protections in place.

The use of some Gloria products and services may require specific data processing for e.g. user authentication. Depending on the product and services at stake, a specific Privacy Policy and Terms of Use may need to be accepted by the end-user.

This data privacy clause will survive the termination of the agreements between Seller and Buyer.

16. ANTI MONEY LAUNDERING.

Seller is firmly committed to avoid any involvement with money laundering, to comply fully with all applicable anti money laundering, currency reporting and record keeping requirements and to take affirmative steps to prevent, detect and report to appropriate authorities suspected violations.

17. TERMINATION FOR DEFAULT.

If Buyer does not fulfill one or more of its obligations in these Terms, does not fulfill them timely or adequately, is declared bankrupt, requests (temporary) moratorium, is insolvent or is unable to pay its debts, or takes any steps or any other person takes such steps towards the liquidation of Buyer’s business, or if Buyer undergoes any event that is analogous to any of the aforementioned in any jurisdiction, Seller has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice or default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to amounts due to Seller, compensation for costs, damage and interest. In these cases all of Seller’s claims on Buyer are immediately and totally due. Buyer is authorized to rescind the agreement only in the events referred to in these Terms, and then only after payment to Seller of all amounts owed to Seller at that time, whether due or not.

18. FORCE MAJEURE

Seller is not responsible for conditions or applications over which Seller has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Seller. Such conditions include normal wear and tear, catastrophe, fault or

negligence of the user or a party other than Seller, improper installation, application, storage, maintenance or use of the products, or other causes external to Products, or failure to conform to any applicable recommendations of Seller.

Seller is entitled to invoke force majeure under the conditions defined in these Terms; if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including extreme weather conditions including but not limited to flooding, prolonged frost, fires and storms, any other natural catastrophe, warfare and acts of war, fire, civil unrest, riots, government commission, actions by military, law enforcement or civil authorities, site or building blockades, transport interruptions, strikes and labor conflicts (including Seller's employees embargoes, power blackouts, explosions, cable cuts, specific work interruptions or work-to-rule slowdowns and lockout, machine breakdown or delay in the provision to Seller of parts, good or services ordered from third parties.

In the event of force majeure on the part of Seller, Seller shall not be liable and its obligations are suspended. If the force majeure lasts longer than 60 days, both Seller and Buyer are authorized to rescind the agreement by a written declaration.

19. ARBITRATION

In case of a dispute concerning interpretation or performance of the Agreement, the Parties shall immediately take up negotiations in order to settle the dispute amicably. If a dispute is not settled within 30 days of the date of a written call of any Party to settle it amicably, the dispute shall be forwarded to the Arbitration Court at the National Chamber of Commerce in Warsaw. During arbitration proceedings, both Parties shall continue to perform the Agreement, with the exception of the part which shall be the subject of arbitration. The arbitrators' award shall be final. The costs of administrative procedure shall be borne by the Party which loses the dispute before the Arbitration Court. Upon implementation of the award and adjudication, the Court shall apply Polish law. The application of the provision of the Vienna Convention on the international sale of goods shall be excluded.

20. OTHER.

(a) These Terms set out the full extent of Seller's obligations and liabilities. Other than as expressly provided in these terms, all warranties, conditions, representations made by Seller, and all other terms, in each case whether express or implied by law, are excluded to the fullest extent permitted by law. (b) Failure or delay by Seller to enforce any provision of these terms will not be deemed to be a waiver of any of Seller's rights under these terms. (c) Seller shall be entitled to freely assign the agreement and/or subcontract any level of performance under these Terms to any of its affiliated companies or third party. (d) The Seller shall not be liable for an incorrect or improper interpretation of information and technical data included in catalogues, prospectuses and other materials concerning the Goods. Proposals, advice and instructions other than those included in the catalogues, prospectuses and other materials of the Company shall be used by the Buyer at its own responsibility. The Seller's liability on account of extended warranty (rekojmia) shall be excluded, except for sale with participation of consumers. (e) Each provision of this agreement is separate and independent. If any provision or part of a provision is found by a court that has appropriate jurisdiction to be illegal, void or otherwise unenforceable, it shall to that extent be deemed not to form part of these Terms but the remainder of that provision and all of the other terms shall not be affected.

The Buyer represents that it became familiar with the contents of these Terms of Sale of Gloria Poland Sp. z o.o.