

## General terms and conditions of sale for business transactions. (GTCs) v3.17

### 1. Scope of application

- 1.1 These General Terms and Conditions of Sale ("GTCs") form an integral part of sales agreements concluded between JM elektronik sp. z o.o. with its registered office in Gliwice, ul. Karolinki 58, registered in the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS no. 0000416117, holding share capital of PLN 1,000,000 ("Seller" or "JM"), and buyers of Goods offered by it ("Buyer"), unless the agreements provide otherwise. The content of the sales contract ("Contract") is specified in the Buyer's order confirmed by the Seller and in the GTCs.
- 1.2 The Seller publishes the GTCs on the website [www.jm.pl](http://www.jm.pl), thus making the Terms and Conditions available to the Buyer prior to the conclusion of the Contract.
- 1.3 The application of the Buyer's standard terms and conditions shall be excluded in its entirety and regardless of the extent to which they would be contrary to the GTCs, unless the Seller consents to them in writing under pain of invalidity.
- 1.4 Deviations from the GTCs require written confirmation by the Seller under pain of nullity.

### 2. Conclusion of contract

- 2.1 The condition for the conclusion of the sales contract is the placement of the order and the confirmation of the order by the Seller. Confirmation of the order by the Seller means that the Seller has received the order and accepted it for processing. The order confirmation shall be the relevant information sent by e-mail within 10 working days at the latest. The contract is concluded after the Seller has confirmed the order. Orders may be placed electronically via the Seller's website, by e-mail or telephone and in writing. For orders placed by telephone, the Seller may require the Buyer to confirm the contents of the order in writing.

### 3. Delivery dates

- 3.1 The expected delivery dates expressed in the Buyer's order will be accepted by the Seller in the order confirmation. If they cannot be accepted by the Seller, the closest possible dates for the execution of the Buyer's order shall be specified in the correspondence constituting the order confirmation. The Seller may make the commencement of the performance of the Contract conditional or withhold it until the Buyer has received the amount due in the amount indicated. In particular, this applies to required advance payments, deposits relating to the order in progress and delayed payments for Goods already delivered.
- 3.2 If the Seller does not receive the delivery of the Goods on time in a correct manner despite ordering from his supplier the Goods corresponding to the content of the Buyer's order, he will inform the Buyer of this and indicate the current expected delivery date. If the Buyer does not object in the form of an e-mail within 5 days of receipt of the information, this shall be deemed as acceptance of the new delivery date.
- 3.3 In the event of a delay in the delivery of the Goods from the Seller, the Buyer may, after a reasonable period of grace set by him, withdraw from the Contract. This period shall only commence once the Seller has received a written statement from the Buyer stating that he has set an additional period of time and at the same time stating that he will withdraw from the order after the expiry of this period. Claims for damages, which can be asserted instead of rescission of the contract, are only admissible if the delay was caused by gross negligence of the seller. Claims for damages shall be limited to the compensation of typical contractual damages within the limits of the actual damage incurred, excluding lost profits.
- 3.4 Collection of the ordered Goods shall take place at the agreed dates, but no later than the end of the twelfth month from the date of such order, unless otherwise agreed in writing.

### 4. Prices

- 4.1 The prices stated in offers and order confirmations are in the currency in which the document was issued. These prices are quoted LOCO the Seller's warehouse in Gliwice or Zabrze and do not include VAT.
- 4.2 The prices stated in the offers are finally confirmed at the time of order confirmation. The prices contained in the order confirmation are binding.

### 5. Delivery

- 5.1 Delivery shall be EXW as defined by Incoterms 2020 (Seller's warehouse - place of performance), unless otherwise stated in the Contract.
- 5.2 If a delivery date has not been agreed, the Buyer shall be obliged to collect the Goods within 5 working days from the date on which the Buyer has received notice of possible collection indicating the address of the warehouse. The Buyer may collect the Goods on working days during the hours specified in the notice.
- 5.3 The Buyer may instruct JM to deliver the Goods by carrier or courier to the location specified. In such a case, CPT Incoterms will apply and the Buyer shall bear the cost and risk of carriage and shall be obliged to provide JM with all contact information necessary for proper delivery and to provide all documents necessary for carriage. The Buyer shall be liable for any resulting irregularities, e.g. non-delivery or delay in delivery due to incorrect address, lack of person authorised to receive, etc. The Buyer may provide JM with instructions regarding the means of transport.
- 5.4 Unless otherwise agreed, the Goods shall be deemed to have been delivered when the Goods are handed over to the Buyer or when the Goods are entrusted to a

carrier, whether acting on behalf of the Buyer or JM. At this point, the danger of accidental loss of or damage to the Goods shall pass to the Buyer.

- 5.5 Quantitative and qualitative acceptance of the Goods will take place immediately after delivery, but no later than within 5 working days of delivery.
- 5.6 Partial deliveries are permitted, unless the important interests of the buyer object.
- 5.7 If the Buyer delays in taking delivery of the Goods, JM may either place the subject of the order into storage or place the Goods into storage in its own warehouse, at the Buyer's expense. The cost of storing the Goods in JM's warehouse shall be 1% of the value of the Goods ready for delivery for each commenced 30 days after the expiry of 10 days from the date of JM's notification that the Goods are ready for delivery, but not more than 10% of the value of such Goods. In such circumstances, delivery shall be deemed to have taken place and the Buyer shall be obliged to pay the agreed price and storage costs for the ordered Goods. JM shall be entitled to claim compensation in excess of the reserved storage costs on a general basis up to the value of the damage actually suffered.

### 6. Payments

- 6.1 Payment of the amount due for the sale of goods/services shall be made within the period specified in the sales invoice, calculated from the date of the invoice, by bank transfer to the Seller's bank account.
- 6.2 The date of payment shall be the date on which the funds are credited to the Seller's bank account.
- 6.3 The Seller shall have the right to amend the agreed payment terms if it is determined that there is a risk that the Buyer will not fulfil his financial obligations under the Contract.
- 6.4 In the event of late payment, the Seller shall be entitled to charge statutory interest for late payment in commercial transactions.
- 6.5 The parties may only set off their mutual claims if they are undisputed and due.

### 7. Liability for defects

- 7.1 The Seller shall grant a 12-month warranty for all Goods supplied except those marked "Goods under guarantee" or "EMS product" on the sales invoice. Any extension of liability requires a separate written or documentary agreement (e.g. by concluding a separate contract).
- 7.2 By defect is meant the non-conformity of the Goods with the Contract. The characteristics of samples or prototypes are only binding if they have been expressly agreed as the quality of the Goods - the presentation of a sample, design, or prototype without an express representation of the characteristics of the Goods does not constitute an assurance of the quality of the Goods. Any additional information, in particular, contained in preliminary discussions, shall become part of the Contract only by express agreement in the provisions of the Contract Terms.
- 7.3 When executing the warranty rights, the Buyer is obliged to describe and document the defect and send the notification to the Seller immediately after finding the defect under pain of losing the rights. The defect is reported via JM's website at [www.jm.pl](http://www.jm.pl) by completing an appropriate form or in writing to the address of the Seller's registered office.
- 7.4 If the complaint is accepted, the Seller's obligations are to replace the Goods with defect-free Goods or to fix the defect. If these actions are impossible or exceed the price of the Goods, the Seller may instead withdraw from the contract thus refunding the price of the Goods. If only a part of the Goods is returned due to the defect (i.e. the withdrawal from the contract is partial), only this part of the amount is returned. The parties may also agree to reduce the price of the defective Goods.
- 7.5 The warranty does not cover damage caused by improper use, installation, maintenance or caused by repairs carried out by the buyer himself.

### 8. Technical information

- 8.1 The Seller fulfils the legal obligation to provide technical information to the Buyer by making the data contained in technical sheets, specifications, operating manuals available. Any doubts the Buyer may have should be reported at the latest at the moment of taking over the Goods.

### 9. Installation, assembly, application, liability

- 9.1 The Seller shall not be liable for failure of the delivered Goods to perform as expected in combination with other components, unless the Seller has specifically guaranteed this in writing.
- 9.2 The Buyer is solely responsible for the assembly, installation and operation of the Goods purchased, including obtaining any licences or certificates required for the assembly, installation and operation of those Goods.
- 9.3 The Buyer is obliged to test the delivered Goods before they are used in series production in combination with other components, in order to determine the correct effect of their cooperation. The Buyer should test the Goods of each delivered batch to ensure that they work as expected before commencing further assembly of the Goods from the delivered batch.
- 9.4 Unless otherwise agreed in writing, the purchased Goods must not be used in life-support equipment or systems or in other cases where the failure of the product may endanger life or have catastrophic consequences.

9.5 With the exception of wilful misconduct and gross negligence, the Seller's contractual and tort liability for breach of the Contract shall be limited to the loss incurred by the Buyer and shall not extend to lost profits. JM's liability is limited to the amount of PLN 1,000,000.

**10. Force majeure**

10.1 The Seller shall not be liable for non-performance or undue performance of his obligations under the Contract if such non-performance or undue performance is a result of an extraordinary change of circumstances which could not have been foreseen when the Contract was concluded, and which prevented or made excessively difficult the performance of the Seller's obligations or caused that the performance of the obligations would threaten the Seller with a gross loss. In such a situation, the Seller shall be entitled to withdraw from the Contract. An extraordinary change of circumstances shall be understood as, in particular, natural disasters, weather conditions that significantly hinder transport, catastrophes, strikes, riots, acts of war, administrative restrictions in trade or transport, legislative changes.

**11. Confidentiality**

11.1 Each Party to the Contract is obliged to maintain the confidentiality of information relating to the performance of the Contract, in particular the commercial conditions, technical and technological information which has been disclosed to it by the other Party and which is not publicly available information.

11.2 The Parties undertake to protect confidential information at least in the same manner and to the same extent as the Parties protect their own information of this type, but at least with due diligence due to the nature of the information in their possession.

11.3 The Parties undertake to use any confidential information obtained by the Parties and their respective employees in the course of and in connection with their

cooperation only for the purposes determined by the Parties and to the extent agreed by the Parties.

11.4 The confidentiality obligations under this document shall apply for the duration of the Contract and for three years from the date of delivery of the last batch of Products.

11.5 The confidentiality obligation shall not apply where the disclosure of the information covered by it is required by law or arises from the Contract, or where the Parties disclose it to entities obliged to maintain confidentiality under separate regulations, or to subcontractors acting for the purpose of performing this Contract and contractually obliged to maintain confidentiality.

11.6 The parties allow for the possibility of concluding a separate confidentiality agreement.

**12. Final provisions**

12.1 Any disputes arising in connection with the performance of the Contract concluded on the basis of these GTCs shall be settled by the court having jurisdiction over the registered office of the Seller.

12.2 In the case of more than one language version of the GTCs, the Polish language version takes precedence.

12.3 In connection with the conclusion and performance of the Contract, JM may process the personal data of the Buyer and his (co-)employees - in this respect JM is the Data Controller.

12.4 Should one or more provisions of the GTCs prove to be invalid or ineffective, the remainder shall be fully binding, unless the circumstances indicate that the Parties would not have concluded the Contract on such terms.

12.5 These GTCs are effective as of 15.03.2023.