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## **GENERAL TERMS AND CONDITIONS OF CONTRACTS AND WARRANTIES FOR ROBOTIC SYSTEMS OF HITMARK SP. Z O.O.**

### **Definitions and General Provisions**

#### **§ 1.**

1. The terms used in these General Terms and Conditions of Contracts and Warranties, hereinafter referred to as "GTCCW", shall mean:
  - 1) HITMARK – Hitmark Sp. z o.o. with its registered office in Wypędy (05-090), at 3 Platynowa Street, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw, 20th Commercial Division of the National Court Register under KRS number 0000082058;
  - 2) Purchaser – a natural person, legal person, or organizational unit referred to in Article 331 § 1 of the Polish Civil Code, conducting business activity on its own behalf;
  - 3) System – a robotic workstation, accessories, and other necessary elements (equipment) being the subject of the Agreement;
  - 4) Services – design, programming, delivery, installation, and commissioning of the System, as well as any type of maintenance services, technical support, or training services provided by HITMARK to the Purchaser;
  - 5) Offer – a declaration made by HITMARK constituting an offer within the meaning of Article 66 of the Polish Civil Code, containing the essential contractual provisions and the technical and operational conditions (TOC) of the System;
  - 6) Technical and Operational Conditions (TOC) – a document attached to the Offer and constituting an integral part of the Agreement, specifying the purpose, parameters, and functions of the System;
  - 7) Agreement – an arrangement between HITMARK and the Purchaser, the subject of which is the design and/or delivery of the System and the performance of the Services related thereto, arising from the Offer or GTCCW;
  - 8) Party or Parties – shall mean HITMARK or the Purchaser, or both jointly.

#### **§ 2.**

1. The GTCCW shall apply to the Systems offered by HITMARK Sp. z o.o. and constitute an integral part of the Offer or the Agreement, unless the Agreement concluded with the Purchaser provides otherwise.

2. In the event of discrepancies or contradictions between the Agreement and the GTCCW, the provisions of the Agreement shall prevail.
3. The general terms and conditions of contracts, regulations, or standard contract forms used by the Purchaser in its business activity shall not apply to Agreements concluded between HITMARK and the Purchaser, unless they are wholly or partially accepted by HITMARK in writing.

## **Offer and Conclusion of the Agreement**

### **§ 3.**

1. The Agreement shall be concluded either by submission and acceptance of an Offer or through negotiations.
2. HITMARK shall be bound by the Offer for the period specified therein, and if no such period has been specified – for the period during which the Purchaser could, in the ordinary course of business, provide a response without undue delay, but not longer than 30 days from the date of receipt. If the Offer does not specify the binding period, HITMARK may withdraw the Offer before it is accepted by the Purchaser.
3. The Offer made by HITMARK may only be accepted without reservations or modifications.
4. If reservations or modifications are made, the Parties shall negotiate to conclude an Agreement, which shall be deemed concluded once the Parties agree on all provisions that were the subject of negotiations.
5. If HITMARK maintains ongoing business relations with the Purchaser, unless otherwise agreed, Agreements shall be concluded under the provisions of the GTCCW. HITMARK excludes the possibility of tacit (implied) conclusion of an Agreement.
6. If the Purchaser accepts the Offer made by HITMARK together with the attached GTCCW without reservations, it shall be deemed that the Purchaser has read their contents and agrees to their application to the Agreement.
7. The Agreement shall become effective and be deemed concluded upon the Purchaser's submission of a declaration accepting HITMARK's Offer or upon HITMARK's written confirmation of acceptance of an order placed by the Purchaser.
8. In the case of negotiations, the Agreement shall take written form and shall be concluded once the Parties agree on all provisions that were the subject of such negotiations.

## **Term of Performance of the Agreement**

### **§ 4.**

1. Subject to paragraph 2, the performance deadline of the Agreement shall be specified in the Offer submitted to the Purchaser.
2. Depending on the complexity of the ordered System and the availability of the robot and/or accessories at the manufacturer, HITMARK shall promptly confirm the performance deadline, and if it cannot be met due to reasons beyond HITMARK's control

or for objective reasons, the Parties shall, by way of a separate arrangement through negotiations, determine a new performance deadline.

3. The performance deadline shall commence on the date the Purchaser pays the advance referred to in § 9(3).
4. HITMARK may perform the Agreement independently or with the assistance of third parties. HITMARK shall be liable for the actions or omissions of such third parties as for its own.

## **Delivery, Installation, and Acceptance of the System**

### **§ 5.**

1. HITMARK shall notify the Purchaser at least 14 (fourteen) days in advance of its readiness to deliver the System and commence the Services related thereto.
2. The Parties shall agree on the delivery date and commencement of its installation, within no more than 14 days from the date on which HITMARK declares readiness to release the System.
3. The Purchaser shall be obliged to prepare the installation site of the System in accordance with the requirements set forth in the WTE document, ensure access to utilities, and cooperate with HITMARK during installation and commissioning of the System.
4. Upon delivery of the System, the installation phase shall commence, followed by the commissioning and acceptance phase. In the presence of the Purchaser's authorized representative, the System shall be inspected for compliance with the Agreement, including, in particular, functional/technological tests.
5. Should installation or commissioning of the System not commence on the date agreed by the Parties due to reasons attributable to the Purchaser, the Purchaser shall bear the costs of travel and work of HITMARK associated with performing installation or commissioning of the System on another date. The additional costs of travel and work shall be calculated based on HITMARK's service rates applicable on the date of installation or commissioning of the System.
6. Postponement of the installation or commissioning date of the System for reasons attributable to the Purchaser shall suspend the deadline for performance of the Agreement by HITMARK.
7. A handover protocol shall be drawn up documenting delivery and acceptance of the System, including the functional tests performed.

8. Failure by the Purchaser to raise any comments or objections to the System upon acceptance, or raising objections that are unfounded, shall be deemed equivalent to acceptance of the System, with confirmation that it is compliant with the Agreement, free of defects, and meets the requirements set out in the Agreement and the WTE attached thereto.

## **§ 6.**

1. The provisions of §5 shall apply accordingly in the event of delivery of the System, but with the Parties agreeing, at the Purchaser's request, to commence installation on a date other than the delivery date. In such a case, the deadline for performance of the Agreement shall be adjusted accordingly.
2. The installation may not, however, take place later than within 2 weeks from the date of delivery. If, at the Purchaser's request and with HITMARK's consent, the installation date is set later than specified above, HITMARK shall be entitled to demand payment of the entire remuneration under the Agreement.
3. If the installation or commissioning of the System does not commence for reasons attributable to the Purchaser, the subsequent deadline for performance of the Agreement shall be determined by HITMARK.
4. Upon delivery (transfer of possession) of the System, all benefits and burdens associated with the System, as well as the risk of its accidental loss or damage, shall pass to the Purchaser.

## **§ 7.**

1. If, during the acceptance procedure, at any stage thereof, removable defects of the System are identified, the Parties shall draw up a protocol listing such defects and set a deadline for their removal. After this deadline, the Parties shall repeat the acceptance procedure depending on the stage of acceptance of the System.
2. If the System has material and irremediable defects, the Purchaser may refuse to accept the subject of the Agreement and withdraw from the Agreement within 14 days of identifying the defect(s). In such case, HITMARK shall refund the Purchaser the amount(s) paid within 21 days from the date of submission of the withdrawal statement and shall pay a contractual penalty of 2.5% of the net value of the subject of the Agreement. If the Purchaser does not submit a withdrawal statement, paragraph 5 of this section shall apply.
3. The System shall be deemed to have material defects if such defects render it unfit for the use agreed by the Parties or if the System fails to meet, to a significant extent, the

requirements set out in the WTE. By "significant extent" the Parties understand deviations of 10% from the parameters specified in the WTE.

4. If the System has non-material but irremediable defects, the Purchaser may not refuse acceptance of the System.
5. In such case, the Parties shall sign a handover and acceptance protocol listing such defects and shall agree on a reduction of the contractual remuneration. The reduction shall be proportional to the extent to which the value of the defective System relates to the value of the System without such defect, but not exceeding 5% of the contractual value.

## **Retention of Title**

### **§ 8.**

1. HITMARK reserves, pursuant to Article 589 of the Civil Code, ownership of the System delivered to the Customer under the Agreement from the date of delivery until the Customer has paid the full purchase price. The transfer of ownership of the System is subject to a suspensive condition. The term "date of payment" shall mean the date on which the full remuneration specified in the Agreement is credited to HITMARK's bank account.
2. The Customer may use the System from the date of delivery until the date on which the payment deadline expires.
3. In the event of a delay in payment, HITMARK may withdraw from the Agreement and demand the return of the System at the Customer's cost and risk. The Customer shall be obliged to pay remuneration for the use and normal wear and tear of the System, as well as for any potential damages.
4. In case of a delay by the Customer in returning the System, the Customer shall be obliged to pay HITMARK compensation for unauthorized use in the amount of 1% of the System price specified in the Agreement for each day of delay.

## **Price and Payment Terms**

### **§ 9.**

1. The Customer shall be obliged to pay the remuneration resulting from the Offer or the Agreement.
2. Payment of the remuneration shall be made based on VAT invoices issued by HITMARK, by bank transfer to HITMARK's bank account indicated on the VAT invoice. The term "date of payment" shall mean the date on which the remuneration is credited to HITMARK's bank account.

3. In the event of entering into the Agreement, the Customer shall be obliged to pay an advance of 40% of the value of the subject of the Agreement.

#### Complaints and Liability

### **§ 10.**

1. In the event of the performance of the Agreement and the acceptance of the System by the Customer, the advance payment referred to in § 9(3) shall be credited towards the agreed remuneration.
2. If the Customer delays payment of all or part of the remuneration, HITMARK shall be entitled to charge interest for late payment in commercial transactions for each day of delay.
3. HITMARK may suspend the performance of the Agreement until the Customer pays the advance. In such a case, the term for performance of the Agreement shall be extended by the period of delay in payment.

#### **Liability**

### **§ 11.**

1. HITMARK shall be liable for non-performance or improper performance of the Agreement only to the extent of equivalence of mutual obligations and under the conditions specified in the provisions of the Agreement or the General Terms and Conditions. Any other or further liability of HITMARK is excluded. In particular, HITMARK shall not be liable for lost profits or direct or indirect losses of the Customer resulting from non-performance or improper performance of the Agreement.
2. HITMARK shall not be liable to the Customer for the suitability of the System for any purpose or use other than that resulting from the Offer or the Agreement, nor for the System's failure to meet technical or operational conditions other than those specified in the WTE document attached to the Offer or Agreement.

### **§ 12.**

1. In the event of non-performance of the Agreement within the time specified in the Agreement due to reasons attributable to HITMARK, HITMARK shall pay the Customer a contractual penalty of 0.5% of the net value of the subject of the Agreement for each full week of delay, but not exceeding 5% of the net value of the subject of the Agreement.

2. The term for calculating the contractual penalty shall commence on the day following the date specified in the Agreement as the day of acceptance of the System.
3. In case defects are found during the acceptance procedure, the term for calculating the contractual penalty shall commence on the day following the expiration of the deadline agreed by the Parties for the removal of such defects in accordance with the protocol signed by the Parties.
4. If the delay in performance of the subject of the Agreement exceeds 70 days, the Customer may withdraw from the Agreement within 14 days from the expiration of the performance deadline. In such a case, the Parties shall return to each other the mutual performances, and additionally, the Customer shall be entitled to demand from HITMARK payment of a contractual penalty of 2.5% of the net value of the Agreement.

### **§ 13.**

1. HITMARK shall be liable to the Customer under the warranty after the acceptance of the System on the terms set out in paragraphs 2–7 of this Section.
2. HITMARK is liable under the warranty for physical defects that existed at the time of delivery of the System or that arose from a cause inherent in the System at the same time.
3. If, within 1 (one) year from the date of acceptance of the subject of the Agreement, a condition of malfunction or preventing proper operation of the System occurs due to causes attributable to HITMARK and inherently originating from it, the Customer may request the repair of the System (remedying the defect).
4. The Customer may also request the repair of the System if it does not meet the technical or operational conditions specified in the Offer or Agreement due to causes inherent in the System.
5. The obligation to repair does not cover conditions preventing proper operation of the System caused by external reasons beyond HITMARK's control, including, in particular, improper or non-compliant use of the System with the operating manual, or any other external causes not resulting from improper functioning of the System. This also applies to changes in the intended use of the System or its technical and operational conditions.
6. Repairs of the System in situations specified in paragraphs 3 and 4 shall be carried out by the Contractor free of charge within the period necessary for their completion,



as agreed by the Parties. The removal of defects, at HITMARK's discretion, may be carried out either through repair actions or by replacing the defective component of the System.

7. Warranty liability does not include the Customer's right to replace the System with a new one free of defects. The provisions of § 7 paragraphs 2–5 shall apply accordingly.
8. The Contractor may remove defects personally or with the assistance of third parties.
9. In any case where defect removal is impossible for reasons beyond HITMARK's control, HITMARK may refuse to repair and withdraw from the Agreement. In such a case, the Parties shall exclude HITMARK's liability for damages and shall return mutual performances. Upon withdrawal from the Agreement, HITMARK shall also pay the Customer a contractual penalty of 5% of the net value of the subject of the Agreement.

## **Warranty**

### **§ 14.**

1. HITMARK provides the Customer with a quality (performance) warranty for the System for a period of 12 months from the date of its acceptance.
2. The warranty is valid within the territory of the Republic of Poland and is granted exclusively to the Customer, unless the Agreement provides otherwise.
3. The warranty covers only physical defects arising from causes inherent in the System.
4. HITMARK declares that, with respect to the quality of the System, the equipment, and components constituting the System, it provides the Customer with a warranty to the same extent and under the same conditions as those granted by the respective manufacturers. HITMARK shall provide the Customer with all warranty cards related to the delivered items/accessories.
5. The Customer is obliged to comply with the warranty conditions of the manufacturers of the delivered equipment and components (System), in particular mandatory inspections and informing HITMARK of any irregularities or defects. The Customer acknowledges that loss of the manufacturers' warranties shall result in the loss of HITMARK's warranty.
6. The warranty does not cover periodic maintenance and inspections of the System, in particular cleaning, adjustments, operational checks, correction of software usage errors, or other tasks for which the Customer is responsible according to the as-built documentation provided. The warranty also does not cover external damage.



7. Under the warranty, HITMARK is obliged solely to remove physical defects of the System or refund the remuneration if defect removal is impossible. The provisions of § 13 paragraphs 3–9 shall apply accordingly.
8. In the event of System repair, the warranty period shall be extended by the duration of the repair and the time during which the Customer is unable to use the System. If HITMARK replaces any part or component of the System during the repair, the warranty period for that part or component shall start anew, but no longer than the end of the warranty period granted by HITMARK for the entire System.

## **Confidentiality**

### **§ 15.**

1. The Parties undertake to maintain confidentiality and not to disclose or use, without the other Party's consent, any information relating to this Agreement, entities involved in cooperation for its performance, or information obtained in connection with or on the occasion of performance of this Agreement. The confidentiality obligation shall apply to all employees of the Parties and any other persons engaged by the Parties in performance of this Agreement and shall not expire upon termination of the Agreement.
2. The Parties may, by separate arrangement, conclude a non-disclosure agreement.

## **Personal Data**

### **§ 16.**

1. In connection with the performance of the Agreement, each Party consents to the processing of personal data of its employees or associates transferred to the other Party for the duration of the Agreement and for the limitation period of any claims related to its performance, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – GDPR).
2. The Parties undertake to comply with generally applicable provisions on the protection of personal data.

## **Intellectual Property Rights / Licenses**

### **§ 17.**

1. HITMARK represents that it holds copyrights or other rights (licenses) to use works that will be used to prepare the System's technical documentation and its copy, and

may use and/or dispose of such rights to the extent necessary to perform the Agreement.

2. HITMARK declares that all intellectual property rights to the manufactured and delivered System and its technical documentation shall vest exclusively in HITMARK.
3. The Purchaser shall not be entitled to produce further copies of the System. The term "technical documentation" as referred to in this section shall mean only the technical documentation of the System necessary for unrestricted use of the System and shall not cover technical documentation in the field of exploitation related to manufacturing of the subject of the Agreement.
4. HITMARK grants the Purchaser a license to use the software installed in the System in accordance with its intended purpose and the objective of the Agreement, under the terms specified in the license document attached to the Agreement.

## **Force Majeure**

### **§ 18.**

1. Force majeure shall mean an external event beyond the control of a Party, affecting performance of the Agreement and unforeseeable at the time of its occurrence. Force majeure shall include, in particular, acts or omissions of authorities, strikes or economic difficulties, wars, blockades, epidemics, fires, or floods.
2. Each Party unable to perform its obligations due to force majeure shall notify the other Party thereof within 7 days of its occurrence, indicating the event constituting force majeure and the consequences for the performance of the Agreement.
3. The Party providing such written notice shall be released from its obligations for the duration of the event.
4. The Party affected by force majeure shall take action to minimize its effects and shall resume performance of the Agreement as soon as possible.
5. The occurrence of force majeure shall not give rise to liability for damages for the affected Party.
6. If performance of the Agreement is delayed or suspended for at least 6 weeks due to force majeure, HITMARK shall be entitled to withdraw from the Agreement. In such case, the Parties shall only be obliged to return to each other the performances rendered to date.