

SALES AGREEMENT

concluded on 2025 by and between ("**Agreement**"):

Balton sp. z o.o. with its registered office in Warsaw 00-496, at ul. Nowy Świat 7/14, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000179860, Tax ID No (NIP): 5360015638, Statistical ID No (REGON): 010757273, share capital: PLN 1,090,500.00, represented by:

..... – President of the Management Board

hereinafter referred to in the Agreement as the "**BUYER**"

and

..... a company organized and operating under the laws of, entered into the commercial register in, maintained by under number, with its registered office at, tax identification number NL, represented by:

..... –,

hereinafter referred to in the Agreement as the "**SELLER**" or ".....",

hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

Excerpts from the relevant commercial registers in which the Parties are registered constitute **appendices** to the Agreement.

§ 1

SUBJECT MATTER OF THE AGREEMENT

1. The SELLER undertakes to deliver to the BUYER and transfer to the BUYER the ownership of the subject matter of the agreement, i.e. together with appropriate documentation, as specified in offer dated ("**Subject Matter of the Agreement**"). The above-mentioned offer constitutes **Appendix No 1** and forms an integral part of this Agreement.
2. The SELLER represents that the Subject Matter of the Agreement is its sole property and that it holds exclusive copyright and industrial property rights to the Subject Matter of the Agreement, moreover, the Subject Matter of the Agreement is used, in working order, free from any legal defects, including any third-party rights and any other encumbrances and securities. Notwithstanding the above, the SELLER assumes all liability for claims that third parties in the European Union or the United States of America might bring against the BUYER regarding the use of third-party rights to intangible assets, in particular copyrights, patents, utility models or trademarks, in relation to the Subject Matter of the Agreement.
3. The Subject Matter of the Agreement has been manufactured according to the technical drawing and URS constituting **Appendix No 2** to this Agreement.

§ 2

PRICE

The remuneration for the delivery, positioning, installation, transfer of ownership rights to the Subject Matter of the Agreement and commissioning of the Subject Matter of the Agreement, as well as training has been set by the Parties at the net amount of: (in words:). The remuneration includes training for ... days at the BUYER'S factory.

§ 3

DELIVERY TERMS

1. Place of delivery of the Subject Matter of the Agreement: BUYER's production facility located at ul. Strzelnicza 3 in Zambrów. Delivery shall be made on DAP Incoterms 2020 terms.
2. The delivery date of the Subject Matter of the Agreement is specified in § 4 section 1 of the Agreement. The exact delivery date shall be agreed between the Parties (by electronic correspondence sent from and to the addresses specified in § 7 section 1 of the Agreement) after FAT testing.
3. On the delivery date agreed with the SELLER, the BUYER shall ensure the possibility of positioning and installing the Subject Matter of the Agreement at the destination specified in section 1 above, provide access to premises, ensure the presence of persons responsible on behalf of the BUYER and the possibility to disconnect the main power supply of the facility for the duration of installation works. The responsibility for unloading the Subject Matter of the Agreement on the delivery date, installation, positioning and commissioning of the Subject Matter of the Agreement shall be borne by the BUYER, in accordance with the agreed delivery terms.
4. The BUYER shall perform quantitative and qualitative acceptance of the Subject Matter of the Agreement within 14 days from the delivery date. The acceptance shall be confirmed by a delivery acceptance protocol signed by the Parties without remarks. The template of the protocol constitutes **Appendix No 3** to the Agreement. If during the quantitative or qualitative acceptance of the Subject Matter of the Agreement, the BUYER identifies a defect in the Subject Matter of the Agreement preventing the signing of the acceptance protocol without remarks, the BUYER shall submit its comments/reservations to the SELLER along with setting a deadline for their repair, which the SELLER hereby agrees to perform. If the deadline set by the BUYER for repairing the defects cannot be met, the SELLER shall immediately inform the BUYER of this fact along with the reason for the impossibility to repair the defects within the set deadline, and the BUYER shall set a new deadline.
5. In case of impossibility to repair the defects of the Subject Matter of the Agreement, identified in accordance with section 4 above, the BUYER may withdraw from this Agreement within 14 days from the BUYER's confirmation in the acceptance protocol of the impossibility to repair the defects. In case of exercising the right to withdraw from the Agreement for the reason mentioned above, the SELLER is obligated to immediately return, within reasonable time, the amounts received from the BUYER as payment of the price to the BUYER's bank account. Before exercising the contractual right to withdraw from the Agreement, as mentioned in this section, the BUYER may call upon the SELLER to perform the unexecuted repair and grant an additional deadline for performing the repairs. The ineffective lapse of this additional deadline shall entitle the BUYER to withdraw from the Agreement with the right to recover all amounts paid to the SELLER.
6. On the delivery date of the Subject Matter of the Agreement, the SELLER shall also conduct training for persons designated by the BUYER in the scope of operating and starting up the delivered Subject Matter of the Agreement, combined with checking its operation. The training shall be conducted after positioning the Subject Matter of the Agreement and before signing the delivery acceptance protocol without remarks.

7. The SELLER undertakes to maintain order during the installation, assembly and start-up of the Subject of the Agreement and to comply with all occupational health and safety and fire protection regulations.
8. The final confirmation of acceptance of the Subject Matter of the Agreement by the BUYER shall take place in the form of a delivery acceptance protocol without remarks signed with the participation of representatives of the BUYER and SELLER, and at the moment of its signing, the benefits and burdens as well as the risk of loss or damage to the Subject Matter of the Agreement shall pass to the BUYER.
9. In the event of a negative SAT test result, the BUYER may withdraw from this Agreement within 14 days of the completion of the SAT tests with a negative result. However, before exercising the right to withdraw from the Agreement, the BUYER is obliged to call on the SELLER to repair the defects confirmed during the SAT test and to set an additional, appropriate deadline for this purpose. Only the ineffective expiry of the additional deadline entitles the BUYER to withdraw from the Agreement. In the event of exercising the contractual right to withdraw from the Agreement for the reason referred to above, the SELLER is obliged to immediately return the advance payment received from the BUYER, referred to in § 5 of the Agreement, to the BUYER's bank account, within no more than 7 calendar days.
10. Along with the delivered Subject Matter of the Agreement, the SELLER shall provide the BUYER with all documents concerning the sold Subject Matter of the Agreement, that is, limited to operating manual, quality inspection checklist, declaration of conformity.

§ 4

DELIVERY DATE

1. The delivery of the Subject Matter of the Agreement shall take place no later than within 30 weeks from the date of signing of this Agreement.
2. Before delivery, within 7 days from the date of reporting to the BUYER the readiness to conduct the FAT test (in accordance with Appendix No 2 URS document), the FAT test will be conducted in the presence of the Parties at the SELLER's registered office. After conducting the FAT test and obtaining a positive result, the Parties will sign the FAT Protocol, in accordance with the template constituting Annex No. 4 to the agreement.
3. In the event of a negative FAT test result, the BUYER may withdraw from this agreement within 14 days from the date of completion of the FAT tests with a negative result. In the event of exercising the contractual right to withdraw from the agreement, for the reasons referred to above, the SELLER is obliged to immediately return the advance payment received from the BUYER, referred to in § 5 sec. 1 item I., to the SELLER's bank account, within no more than 7 calendar days.
4. In case of delay in delivery of the Subject Matter of the Agreement, regardless of the cause, or delays in fulfilling the delivery terms referred to in §3 of the Agreement, the SELLER shall pay the BUYER a contractual penalty of 0.5% of the net contract price specified in §2, for each completed working week up to a maximum of 5% of the net contract price. In the event that the delay referred to in the above sentence exceeds 30 calendar days, the BUYER may, while retaining the right to the contractual penalty as mentioned in the previous sentence, withdraw from the Agreement after setting an additional deadline for the SELLER with a warning that in case of failure to deliver the Subject Matter of the Agreement within this additional deadline, the BUYER shall withdraw from the Agreement. The withdrawal may be made within 21 days from the ineffective lapse of the additional deadline. In case of withdrawal by the BUYER, the SELLER is obligated to immediately return,

within no more than 7 calendar days, all amounts received from the BUYER to the BUYER's bank account.

§ 5

PAYMENT TERMS

1. The Agreement value specified in § 2 section 1 shall be paid by bank transfer to the SELLER's bank account provided on the VAT:
 - i. after order confirmation - in the amount of 40% of the remuneration specified in § 2 of the Agreement as a prepayment in the form of an advance payment to the SELLER's account specified in the VAT invoice within 10 days from the date of delivery of a correctly issued and delivered proforma invoice to the BUYER;
 - ii. in the amount of 45% of the remuneration specified in § 2 of the Agreement as a prepayment in the form of an advance payment to the SELLER's account specified in the VAT invoice after approval of the FAT tests and signing by the BUYER of the FAT protocol without comments, by transfer to the SELLER's account specified in the VAT invoice within 10 days from the date of delivery of a correctly issued and delivered proforma invoice.
 - iii. in the amount of 15% of the remuneration specified in § 2 of the Agreement after quantitative and qualitative acceptance of the Subject Matter of the Agreement and signing by the BUYER of the delivery acceptance protocol without comments, by transfer to the SELLER's account specified in the VAT invoice within 30 days from the date of delivery of a correctly issued and delivered VAT invoice.
2. Invoices shall be delivered electronically by the SELLER from the e-mail address:to the BUYER's e-mail address The BUYER agrees to receive VAT invoices in electronic form, via electronic mail (e-mail), without the need for a secure electronic signature. The Parties mutually agree that a PDF format invoice without signature shall be sufficient.
3. The SELLER declares that all payments related to this Agreement are to be made to the following bank number of the SELLER:
account number:
bank maintaining the bank account:
Bank
IBAN:
SWIFT:
4. Until the full price for the Subject Matter of the Agreement specified in §2 of the Agreement is paid, it remains the property of the SELLER. The ownership of the Subject Matter of the Agreement passes to the BUYER upon payment of the full price.
5. The Parties consider the date of debiting the BUYER's bank account as the date of payment.
6. In case of failure to pay 40% of the price within the deadline specified in § 5 section 1 subsection iii above, the SELLER may withdraw from the Agreement after setting an additional deadline for the BUYER to pay the price with a warning that in case of failure to pay within this additional deadline, it shall withdraw from the Agreement. In such case, the BUYER shall immediately release the Subject Matter of the Agreement to the SELLER (if the Subject Matter of the Agreement was in the BUYER's possession during this period). If during the period until withdrawal from the Agreement by the

SELLER for reasons mentioned in this section, the BUYER has been using the Subject Matter of the Agreement, the BUYER returning the Subject Matter of the Agreement shall also be obligated to pay the SELLER compensation for each completed working week of using the Subject Matter of the Agreement in the amount of 0.5% of the price specified in § 2 of the Agreement up to a maximum of 5% of the net contract price.

7. In case the Agreement is not executed (in whole or in part) due to the Seller's fault, the Buyer shall receive a refund of amounts paid under this Agreement while retaining the right to claim contractual penalties specified in this Agreement.

§ 6

WARRANTY

1. The warranty period is 12 months from the date of commissioning the Subject Matter of the Agreement at the facility, i.e. from the date of signing the delivery acceptance protocol without remarks by the BUYER. The SELLER warrants that Subject Matter of the Agreement will be in accordance with SELLERs specifications (Appendix No 2).
2. The SELLER warrants the availability of spare parts appropriate for the Subject Matter of the Agreement throughout the life cycle of the Subject Matter of the Agreement, i.e. for a period of 5 years from the date of acceptance of the Subject Matter of the Agreement without remarks.
3. The Parties agree that the notification of defects under the granted warranty shall be made by the BUYER via e-mail to the address:, whereby in case of defect notification by e-mail, the day of sending the defect notification to the SELLER's e-mail address shall be considered as the day of defect notification. Notifications sent after 4 PM shall be treated as notifications from the following day.

§ 7

WARRANTY FOR THIRD-PARTY IP RIGHTS

1. The SELLER reserves all title to, and copyright and intellectual property rights in all documents, materials and other items furnished to the BUYER by the SELLER (e.g., offers, catalogues, price lists, quotes, plans, sketches, images, calculations, details of production and lead time, product and service descriptions and specifications, prototypes/samples, models and other physical and/or electronic documents, information and materials). For the products and services themselves, the Seller reserves all copyright and intellectual property rights.
2. Subject to the terms of this Section 2, the SELLER warrants that the manufacture of the products and its specifications at the time of delivery are free from third-party intellectual property rights or copyright in the countries of the European Union and the United States of America. The Parties will notify each other promptly in writing if they are sued for infringement of any such rights.
3. Claims for infringement of third-party intellectual property rights or copyright are excluded if the infringement was due to (i) the use by the BUYER of the Subject of the Agreement in practice as a part of or in conjunction with any other products/devices, parts, processes or methods of the BUYER ii) instructions or requirements (regarding, inter alia, the specifications or design) laid down by the BUYER(iii) the use of the Subject of the Agreement by the BUYER in practice in a manner inconsistent with the Contract or specifications delivered by the SELLER; (iv) any unauthorized modification by the BUYER of the Subject of the Agreement; or (v) a use by the BUYER of the

Subject of the Agreement after receiving notice of an (alleged) infringement or third-party intellectual property rights or copyright.

4. In the event the products are finally determined by the applicable court of law to infringe the intellectual property rights or copyright of any third party, the SELLER will, at its election and expense, modify or replace the products such that it no longer infringes third-party rights but still performs its agreed contractual function, or obtain a license enabling the BUYER to free of charge use the products. If the SELLER is unable to do either of these things within a reasonable time, the BUYER may rescind the Agreement or claim a reasonable reduction of the contract price.
5. With regard to claims for damages, the provisions of § 8 Limitation of Liability of the SELLER below shall apply.

§ 8

Limitation of Liability of the SELLER

1. The SELLER shall not be liable for damages caused by the SELLER itself or by a vicarious agent/subcontractor of the SELLER, unless (i) the SELLER acts intentionally (including fraudulent concealment of a defect) or (ii) with gross negligence or (iii) the SELLER is subject to statutory liability regardless of fault.
2. Except for the cases of the above paragraphs 8.1 (i) and 8.1 (iii), the SELLER shall in no event be liable for indirect damages (e.g. loss of use, loss of production or loss of profit). For direct damages the Seller is liable up to the amount of the total net purchase price specified in paragraph 2 of the Agreement.
3. If the SELLER's liability is excluded or limited under the preceding paragraphs, this exclusion or limitation also applies to the personal liability of the SELLER's directors, officers, executives, other legal representatives and employees (without this establishing or implying any personal liability beyond these exclusions).

§ 9

CONTACT

1. The Parties designate the following persons responsible for ongoing execution of the Agreement and correspondence addresses:
 - **SELLER:**, phone number:, e-mail address:,
correspondence address:
 - **BUYER:**, phone number:, e-mail address:,
correspondence address:
2. The Parties declare that except for cases explicitly specified in the Agreement requiring written form, the exchange of correspondence regarding the execution of this Agreement may take place in documentary form, i.e. via electronic mail, to the e-mail addresses indicated in the Agreement.

§ 10

DISPUTES

1. Any disputes that may arise in connection with the implementation of the Agreement shall be resolved by the Parties through negotiations.

2. In case of failure to reach an agreement, the dispute shall be resolved by the court having jurisdiction.
3. The present Agreement is governed by Swiss Law without regard to conflicts of law provisions. In matters not regulated in this Agreement, the relevant provisions Civil Code shall apply.

§ 11

FINAL PROVISIONS

1. The Agreement enters into force on the day of its signing by the last Party.
2. Any changes or additions to this Agreement require, under pain of nullity, written annexes to the Agreement.
3. This Agreement supersedes all previous arrangements between the Parties and constitutes the only binding document regulating the Subject Matter of the Agreement. The Parties have the right to claim supplementary compensation exceeding the amount of contractual penalties up to the amount of actual loss suffered under the principles provided for in the Civil Code.
4. Each Party undertakes to fulfil on its own the obligations imposed on personal data controllers by law, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ EU L 119, p. 1), hereinafter referred to as "**GDPR**".

Each Party declares that it has implemented appropriate technical and organisational measures in its enterprise necessary for processing personal data in accordance with GDPR requirements and ensuring adequate protection of rights and freedoms of data subjects.

The Parties agree that in order to fulfil the information obligation specified by the provisions of the GDPR regulation, the Parties shall inform their Agreement signatories and employees (regardless of the basis of employment) about the processing of their personal data by the other Party in connection with the implementation of the Agreement.

The Parties undertake to keep confidential all personal data, secure and use them only for purposes related to the implementation of the subject matter of the Agreement, during its term, as well as after its termination, dissolution or expiration.

Balton sp. z o.o.'s information clause on personal data processing constitutes **Appendix No 4** to the Agreement.

5. The Parties mutually agree that in the event that any provision of the Agreement proves invalid or ineffective by law, this does not mean the invalidity/ineffectiveness of the entire Agreement. In such case, the Parties shall, through mutual arrangements, replace the invalid or ineffective provision with others that most fully reflect the Parties' mutual intent.
6. This Agreement has been drawn up in two identical copies, one for each party.
7. The following appendices constitute an integral part of this Agreement:
 - Appendix No 1 – Offer dated
 - Appendix No 2 – URS
 - Appendix No 3 – FAT/SAT Protocol (Delivery acceptance protocol part of FAT document)

- Appendix No 4 – Balton sp. z o.o. information on personal data processing.

On behalf of the Seller:

On behalf of the Buyer:

.....
.....

Date: _____

.....

President of the Management Board

Date: _____

Appendix No 1 to the Sales Agreement

Appendix No 2 to the Sales Agreement

URS

Appendix No 3 to the Sales Agreement

FAT/SAT Protocol (Delivery acceptance protocol part of FAT document)

Appendix No 4 to the Sales Agreement

Personal Data Protection under the General Data Protection Regulation (GDPR) at Balton sp. z o.o.

In compliance with the legal obligation outlined in Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119/1 of 4 May 2016), hereinafter referred to as "GDPR," Balton sp. z o. o., hereinafter referred to as the "Company," informs that it collects and uses personal data, including information about the Company's business partners, to conduct its activities.

1. Data Controller

The data controller is Balton sp. z o. o., located at ul. Nowy Świat 7/14, 00-496 Warsaw, Poland.

2. Data Protection Officer

The Company has appointed a Data Protection Officer (DPO). You can contact the DPO via email at: iod.balton@dpag.pl.

3. Types of Personal Data

In connection with cooperation between business partners and the Company, the Company processes personal data provided by them, such as:

- a) name, surname, business name, business address, and correspondence address(es),
- b) numbers from relevant registers (e.g., NIP or REGON numbers)
- c) identification number,
- d) contact details, including email address and/or phone number and/or fax number,
- e) position held within the business partner's organization,
- f) bank account number.

Providing the above-mentioned data is optional but necessary for the purposes of contractual relations and cooperation between the business partner and the Company. Refusal to provide data will result in the Company being unable to fulfill contractual provisions (e.g., refusal to provide data may prevent invoice issuance).

Data from Other Sources: Your personal data may be obtained from publicly available sources such as business registers to verify the information provided by business partners. In such cases, the scope of processed data will be limited to data available in these public registers. We may also obtain personal data from entities where you are employed or that you represent. In such cases, the data processed will include information necessary for contract execution between the Company and the entity, such as information about employment termination, changes to contact information, or changes in position.

4. Legal Basis for Processing Personal Data

The Company processes personal data only when:

- a) processing is necessary for the conclusion and performance of contracts with business partners and/or (Article 6(1)(b) or (f) GDPR);
- b) processing is necessary to fulfill legal obligations incumbent on the Company, such as issuing invoices or other documents required by law and/or (Article 6(1)(c) GDPR);
- c) processing is required by law (e.g., at the request of competent authorities or courts) and/or (Article 6(1)(c) GDPR);
- d) processing is necessary to pursue the Company's or a third party's legitimate interests (Article 6(1)(f) GDPR).

Legitimate interests of the Company include:

- concluding and performing contracts with business partners,
- establishing or pursuing civil claims and defending against such claims,
- verifying business partners in public registers,
- maintaining contact with business partners, including managing internal records of business partners.

5. Purposes and Periods of Data Processing

Personal data will be processed solely for the period necessary to achieve the purposes of processing and to comply with applicable legal regulations, such as the Accounting Act and the Tax Ordinance Act:

- a) Fulfilling contractual obligations – For the duration of the contract between the business partner and the Company.
- b) Archiving data based on applicable laws – For the period specified in relevant laws, generally six years from the end of the calendar year in which, for example, an invoice was issued or a contract terminated.

Personal data may also be processed by the Company to establish or pursue civil claims or to defend against such claims, for the relevant limitation periods.

6. Transfer of Personal Data

Personal data may be transferred to recipients or other legal entities for the purposes mentioned in section 5, to the extent necessary to perform tasks commissioned by the Company or as required by applicable law. Data recipients may include:

- a) entities processing data on behalf of the Company, such as IT system providers, IT service providers, document archiving service providers, and other entities performing tasks for the Company related to ensuring business continuity. Such entities process personal data only to the extent necessary for the Company's operations, and the Company supervises their actions through appropriate contractual provisions safeguarding personal data; and/or
- b) state authorities, law enforcement agencies (Police, Prosecutor's Office, Court), or local government authorities in connection with ongoing proceedings; and/or
- c) postal or courier service providers.

7. Transfer of Personal Data Outside the European Economic Area

Personal data may be transferred to third countries or international organizations that ensure an adequate level of personal data protection, in accordance with Chapter V of the GDPR, for the purposes and to the extent specified therein.

8. Rights of Business Partners

You have the right to access your personal data, request its correction, deletion, or restriction of processing, or object to its processing. To exercise these rights, please contact the Company's Data Protection Officer by emailing iod.balton@dpag.pl or sending a letter to the Company's address: Balton Sp. z o.o., ul. Nowy Świat 7/14, 00-496 Warsaw, Poland, with the annotation "Personal Data Protection."

Requests, demands, or objections will be reviewed by the Company in accordance with applicable personal data protection regulations. In response to your request, the Company may verify your identity or request additional information. You also have the right to lodge a complaint with the competent data protection authority.