

## **General terms and conditions of sale of Noma Sp. z o. o. of April 1, 2024**

### **§ 1. General provisions.**

1. The general terms and conditions of sale, hereinafter referred to as "GTCS:", apply to the conclusion of sales agreements for Goods offered by Noma Sp. z o. o. based in Podlas, Tomaszowska 90, 96-200 Rawa Mazowiecka, hereinafter referred to as "Noma", for the benefit of the entity, hereinafter referred to as the Buyer.
2. The GTCS apply only if the terms of sale are not separately agreed with the Buyer in writing. In the event of a separate, individual regulation, the General Terms and Conditions do not apply to the relationship between Noma and the Buyer, to the extent that they are regulated differently with the Buyer.
3. The general terms and conditions of sale are made available to the Buyer via the website [www.noma.tech](http://www.noma.tech). Information about the inclusion of a given sale in the General Terms and Conditions is included in the offer or on the proforma invoice or in the order confirmation. If the Buyer remains in permanent business relations with Noma, reading the general terms and conditions of sale with the first order is deemed to be their acceptance for all other orders until their content is changed or their application is revoked.
4. If the Buyer has not agreed with Noma on changes to the Noma General Terms and Conditions of Sale, they are deemed to have accepted them in their wording.

### **§ 2. Information about Goods.**

1. All technical information regarding the Goods resulting from catalogues, brochures and other advertising materials presented by Noma is indicative and is valid only to the extent accepted by both parties.
2. The Buyer acknowledges that relevant European and Polish standards apply to the Goods offered.
3. Announcements, advertisements and catalogs about goods offered by Noma are for informational purposes only.
4. Noma informs that employees and third parties acting on behalf of Noma, cooperating with Noma (e.g., Representative) do not have the authority to enter into obligations on behalf of Noma, unless they have written authorization granted by the Management Board of Noma.
5. Noma has the right to change the offer at any time in order to correct obvious errors, in particular clerical errors and those resulting from mathematical calculations.

### **§ 3. Orders and implementation.**

1. The conclusion of a sales agreement is based on the confirmation of acceptance of the order placed by the Buyer.
2. Noma is obliged to deliver the Goods in accordance with the Buyer's order and is not responsible for its further use.
3. The sales proposal submitted by Noma is binding on Noma for a period of 14 days, unless another deadline is specified.

#### **§ 4 Prices and payments.**

1. All prices quoted by Noma are net prices, i.e. they do not include taxes and fees. Moreover, the purchase prices of the Goods do not include the costs of delivery, assembly or installation. The services are performed either by Noma employees or by third parties commissioned by Noma. The costs of the services are agreed separately between the Parties.
2. If there is a justified fear that the Buyer will not fulfill their contractual obligations, Noma has the right to suspend the release of the Goods and make it conditional on prior payment or presentation of appropriate guarantees or security.
3. The goods remain the property of Noma until full payment, cannot be handed over to a third party for use, and cannot be encumbered or pledged by the Buyer. If the Goods have been processed or combined with other items, it will be deemed that Noma has become the owner of the item resulting from the processing or combination if it is impossible to restore it to its previous condition or it would involve destruction or loss of value of the Goods.
4. The Buyer declares that they have a tax identification number.

#### **§ 5. Delivery, delivery date.**

1. Delivery dates are agreed each time by the Parties. Noma reserves the right to change the delivery date in the event of obstacles that are not the sole fault of Noma. The delivery date is also extended by the duration of the obstacle resulting from circumstances beyond the control of the parties, i.e. force majeure, in particular, a war, embargo, state of emergency, flood, fire. The party invoking the circumstances indicated above is obliged to immediately notify the other party in writing of their occurrence and cessation, under pain of losing any claims for the damage incurred.
2. Delivery of Goods at Noma takes place in accordance with the EXW Podlas formula in accordance with INCOTERMS 2010, unless the Parties have agreed other conditions.
3. The Buyer is obliged to collect the goods or services immediately, no later than 7 days after being notified of their availability in Noma warehouses. In the event of a delay in receipt, the Buyer may be charged with storage costs.
4. In the event of failure to collect the goods within 30 days from the date of notifying the Buyer about the possibility of collecting them and despite the Buyer's repeated request to collect the Goods within the indicated period, Noma has the right to terminate the agreement while retaining the amounts paid on account of the sale by the Buyer. Noma may demand that the Buyer covers all costs related to storing the Goods.
5. If the Buyer decides to use the delivery of the Goods by Noma's means of transport (or its carriers, forwarders), the following mutual regulations apply:
  - delivery is made by transport provided by Noma to the address indicated by the Buyer, for an additional fee determined according to the carrier or forwarder's rates along with Noma's handling costs. If the Buyer provides an incorrect address, or if delivery is impossible due to the Buyer's fault, the Buyer may be charged with downtime costs and any costs related to delivery,
  - The Buyer provides the necessary means to enable efficient unloading of the Goods. If unloading is not possible due to the lack of means enabling unloading, the Buyer is obliged to cover all costs related to the inability to unload.
6. The delivery date is deemed to have been met by Noma when, on the date agreed by the Parties, Noma has left the Goods at the Buyer's disposal at the agreed place. If Noma/Buyer is unable to meet the contractually agreed delivery/collection date of the Goods, Noma/Buyer should immediately inform the other Party, at the same time providing the expected possible delivery/collection date of the Goods.
7. Upon delivery of the goods to the Buyer, the benefits and burdens associated with the goods and the risk of loss or damage to the goods are transferred to the Buyer. Handing over the goods to a person authorized to collect the goods, including the forwarder or carrier, is also considered to be a release of the goods.
8. In the absence of detailed arrangements, delivery will be made at the Buyer's expense and at Noma's discretion - with no guarantee regarding the selection of the fastest and cheapest method of sending the Goods.

9. The Goods may be returned only after prior consultation with Noma. The returned Goods must be properly packed and protected against damage. If the Goods are returned without consultation or are improperly packaged, Noma may charge the Buyer with costs.

10. Questioning the quantity and/or quality of the Goods does not entitle the Buyer to withhold payment for completed deliveries.

11. If the Parties have provided for an advance payment in connection with the order, the delivery date depends on the timely payment of the advance payment by the Buyer. In case of any delay in payment of the advance payment, the delivery date is proportionally extended.

12. In the event of an unjustified refusal to sign any protocol (related to the order) by the Buyer, Noma is authorized to sign the protocol unilaterally.

13. The Buyer is obliged to read the Noma General Terms and Conditions of Delivery and Assembly, hereinafter referred to as the "General terms and conditions of delivery and assembly of machines", available on the Noma website - [www.noma.tech](http://www.noma.tech). If an order is placed, it is assumed that the Buyer has accepted the provisions of the General terms and conditions of delivery and assembly of machines.

#### **§ 6. General warranty conditions.**

1. The Buyer is obliged to examine the delivered goods in terms of quantity and quality for any hidden defects immediately after receiving them. If any defects are found, the Buyer is obliged to notify Noma in writing (by fax or e-mail) in order to agree on further proceedings no later than 4 days from the date of delivery. The Buyer is obliged to make the disputed Goods available to Noma for inspection and testing.

2. Warranty rights expire after 12 months from the date of commissioning the Goods and no later than 14 months from the date of sale, unless individual arrangements have been made. Detailed warranty conditions are specified in the Warranty Terms and Conditions available on the Noma website - [www.noma.tech](http://www.noma.tech) or provided to the Buyer by Noma or an entity cooperating with Noma (e.g., Representative).

3. Noma may refuse to accept a complaint if the Goods were used contrary to their intended purpose or processed by the Buyer, as well as if the Buyer used them in a manner inconsistent with the attached instruction manual or made any repairs or modifications without obtaining Noma's written consent - detailed rules are specified in the Warranty Terms indicated in point 2.

#### **§ 7. Liability for defects.**

1. Noma is liable only to the extent of the actual damage suffered, and is not liable for lost profits. Pledge liability under warranty is excluded.

2. Noma is not liable for Goods used in a manner inconsistent with their intended use and technical properties, in which damage occurred as a result of manufacturing and design errors of third parties and as a result of failure to comply with the operating rules specified in the documentation and information contained in Noma catalogues.

3. Noma is not liable for any damage caused by the Device or in connection with its possession or use, in particular related to failure to comply with generally accepted safety rules.

4. Noma is not liable for damage resulting from non-performance or improper performance of an obligation, unless the damage was caused by willful misconduct. In particular, Noma is not liable for any losses that the Buyer has suffered or any benefits that they could have achieved if the damage had not been caused to them.

5. Noma shall not be liable to third parties making any claims against the Buyer in connection with products manufactured using Goods sold by Noma.

6. Noma is not liable for any actions, omissions or damages caused or resulting from the actions of persons cooperating with Noma (e.g. Representative).

7. Noma is not liable for damage resulting from repairs and other activities performed by the Buyer on the Goods.

## **§ 8. Copyright.**

All drawings and technical documents, information provided to the Buyer in the sales process will always remain the intellectual property of Noma, as will catalogues, brochures, etc. The Buyer is obliged to keep the above information confidential.

## **§ 9. Applicable law, place of performance of obligations, place of jurisdiction.**

1. Legal relations with the Buyer are governed exclusively by Polish law. The place of performance of all obligations arising from the regulations is the registered office of Noma.
2. In relation to any disputes that may arise directly or indirectly from the regulations, the local jurisdiction and competence of the Polish court competent for the registered office of Noma shall be determined, and in the case of Buyers based outside the territory of the Republic of Poland, the jurisdiction of the arbitration court in Warsaw shall be determined based on the regulations in force on the date of conclusion of the agreement. Noma reserves the right to file a lawsuit in the court competent for the Buyer if it may accelerate the resolution of the dispute.
3. These General Terms and Conditions have been prepared in two language versions: Polish and English.