

General Terms and Conditions

GENERAL TERMS AND CONDITIONS OF CONTRACTS SIGNED BY EVOTEC

Sp. z o.o. established in Lublin, Poland

I Common section of the regulations

§ 1. General regulations

1. EVOTEC Sp. z o. o. [Polish limited liability company] established in Lublin, Poland, address: ul. Tokarska 9b, 20-210 Lublin, a company entered into the Register of Entrepreneurs of the National Court Register, maintained by the District court Lublin-Wschód in Lublin established in Świdnik under the numbers: 0000412762, NIP: 9462638227, REGON: 06138981000000 (hereinafter: EVOTEC) hereby defines the conditions of signed contracts:
 - a with a Buyer who is not a consumer, in regards to sales of covers for industrial machines offered by the Seller, with the covers being made by EVOTEC for the individual order of the Buyer who purchases the covers (Sales Contract), and
 - b with a User who is not a consumer, in regards to preparation and handout of covers for industrial machines for remuneration with providing the User with specified services regarding those covers according to § 8 pt. 1 of these General Terms and Conditions, i.e. General Terms and Conditions (Service Contracts),Buyer and User can hereinafter be referred to by a collective term: Counterparties.
2. These General Terms and Conditions together with the offer sent to the Counterparty and accepted by them, are the only regulations binding each Counterparty in contracts with EVOTEC. General Terms and Conditions do not apply to cover sales based on separate written sales contracts and to services performed based on separate written sales contracts – unless it is specifically stated in these contracts that the General Terms and Conditions do apply.
3. The General Terms and Conditions are an integral part of all Sales Contracts and Service Contracts entered by EVOTEC, including contracts made via order placement or acceptance of an offer.
4. The parties exclude application of any other model contracts (general terms and conditions, general sales/purchase conditions, standard contracts, regulations, etc.) used/established by the Counterparty.
5. The Counterparty is obliged to acquaint themselves with the General Terms and Conditions and the General terms of Warranty (if warranty applies). The General Terms and Conditions and General Terms of Warranty are generally available on the EVOTEC

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website www.evotec.group and can be sent via e-mail to the given e-mail address at the Contractor's request.

§ 2. Application

1. Regarding the Sales Contracts of covers the regulation parts of the General Terms and Conditions that apply are: "I Common Section of the Regulations" and "II General Conditions of Sales Contracts Entered by EVOTEC" and "IV Final Provisions for Both Types of Contracts".
2. Regarding the Service Contracts of covers the regulation parts of the General Terms and Conditions that apply are: "I Common Section of the Regulations" and "III General Conditions of Service Contracts Entered by EVOTEC" and "IV Final Provisions for Both Types of Contracts".

II. GENERAL CONDITIONS OF SALES CONTRACTS ENTERED BY EVOTEC

§ 3. Cover sales conditions

1. The Buyer places an order for a protective cover by sending it with a registered letter or by e-mail:
 - to the address: EVOTEC Sp. z o.o.
ul. Tokarska 9B, 20-210 Lublin,
POLAND
 - e-mail: biuro@evotec.group
2. When placing an order, the Buyer makes a binding declaration that they would like to buy the ordered cover and that they acknowledge these General Terms and Conditions and General Terms of Warranty (if warranty applies).
3. The date of order placement is considered the date of acceptance of the order by the Seller, when the order is placed by means listed in pt. 1, subject to other provisions.
4. If the entirety of part of the order cannot be realized, the Seller will inform the Buyer no later than ten days after the order placement date, citing the reason for order rejection.
5. A change of order or cancellation of the order placed by the Buyer can only be done in writing, with the Seller's written consent.
6. The Seller hereby informs that they will not consent to cancellation of orders already realized or in the realization process, in case of cancellation of such orders the Buyer shall be charged with the realization cost.

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7. The orders will be priced individually including the transportation cost, with an optional discount.
8. If after the order placement some unforeseen circumstances arise that justify raising the price of the ordered cover, e.g. increase of customs fees, introduction of additional customs fees or other legal charges, the Seller reserves the right to unilaterally increase the price of the cover to reflect the actual increase of its price influencing factors, which the Buyer accepts.
9. The Seller may make the order realization dependent on providing appropriate collateral and deposit placement. Refusal to provide a collateral or place a deposit will be a basis to order rejection by the Seller.
10. The Buyer shall promptly provide the Seller with all information the Seller requires to produce the cover. The Buyer is responsible for accuracy and completeness of the information. Additionally, the Buyer shall immediately inform the Seller of any changes in the information. The Parties disclaim the Seller's responsibility for faults in specifications or usability of the cover resulting from lack of information required by the Seller from the Buyer or incomplete or inadequate information.
11. The order realization time is specified in the offer. If such information is not specified in the offer, the realization time is 4 weeks from order acceptance by EVOTEC.
12. If the order content is changed by the Buyer while the order is already undergoing realization, especially after the Seller has already begun the cover production stage, the Buyer shall cover all cost incurred by EVOTEC due to the cancellation, including material and labour cost, accepting the fact of a consequent change of cover delivery time.

§ 4. Cover delivery conditions

1. The Seller provides packaging and transport of the cover ordered by the Buyer with the transport company chosen by the Seller at the Buyer's expense, unless the offer states differently.
2. The delivery will be sent to the Buyer's headquarters or to a different place specified by the Buyer in the order.
3. The collection of the bought cover is done by signing of the transport document at the moment of delivery. The cover is also considered delivered to the Buyer if the reception is confirmed by the transport company.
4. When receiving the delivery, the Buyer is obliged to ensure that the condition of the outer packaging does not indicate that it had been opened during transit and/or that the package

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was not damaged during transit in a way that could result in damage to the cover inside. In case of any issues regarding these activities, the Buyer is obliged to make a proper annotation in the complaint protocol or the delivery document at the moment of receiving the package from the transport company, under pain of loss of rights to issue complaints in that regard later.

5. At the point of cover receipt, the risk of accidental loss or damage is transferred to the Buyer.
6. The Buyer has 10 days for quality acceptance and determining the lack of external damage. In case of any objections in this regard, the Buyer is obliged to start the complaint procedure (issue the complaint), under pain of loss of rights to issue complaints in that regards later.

§ 5. Payment

1. The Buyer is obliged to pay for the cover and transport in a timely manner, as well as accept deliveries on time. The order payment date is the day when the payment is noted on the Seller's bank account.
2. In case of a delayed payment or an incomplete payment owed to the Seller for past or current orders, the Seller has the right to suspend the Buyer's order realization until the outstanding amount is settled. The Seller also has the right to charge the Buyer with statutory interest for the delay, calculated basing on the gross value of the cover for each day of delay.
3. The Seller maintains the ownership of the cover delivered to the Buyer until the full price of the cover is paid. The Buyer becomes the owner of the delivered cover when they pay the total amount due for the order.

§ 6. Rights and Obligations of the Parties

1. The Seller is obliged to provide the Buyer with Product Installation and De-installation Instructions, unless the offer states differently.
2. All technical documents (including the Product Installation and De-installation Instructions) related to the cover is the Seller's property and cannot be used for any other purpose than the one for which it was provided. Supplying the documents cannot be interpreted as transfer of ownership or authorization to use any intellectual property rights, including physical documents.
3. The parties exclude the Seller's liability under statutory warranty for defects.

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§ 7. Seller's Responsibilities

1. The Seller provides warranty for the cover according to the General Terms of Warranty in force on the day of order placement, available on the www.evotec.group website or sent via e-mail to the given e-mail address at the Counterparty's request, for 12 months, unless the Offer or the Product Installation and De-installation Instructions state differently, with the inclusion of statements listed below.
2. The warranty does not include claims due for technical parameters of the covers, as long as they are consistent with the information provided by the Seller in the documents.
3. The place of warranty repairs is the EVOTEC headquarters or another place, according to the Seller's indications.
4. The manner of cover delivery and the state in which it is supposed to be delivered, will be established each time with the Seller.
5. The Buyer, when delivering a faulty cover, should meet the requirements stated in the General Warranty Conditions.
6. After expiration of the warranty period and in a case where the Buyer's complaint is considered invalid by the Seller within the warranty period, the Buyer is obliged to cover the cost of delivery and cover repairs.

III. GENERAL CONDITIONS OF SERVICE CONTRACTS ENTERED BY EVOTEC

§ 8. Subject of Service Contract

1. Under a Service Contract between EVOTEC and the User of the Service Contract, EVOTEC will:
 - a. manufacture a cover for an industrial machine according to the User's order, and
 - b. hand over the manufactured cover to the User and provide a cover maintenance service – for a time specified in the offer, and if not specified in the offer, for a time specified in these General Terms and Conditions,
(then activities listed in pt. a. and b.: Maintenance Service), and the User will pay for that Maintenance Service a periodical fee specified in the accepted offer.
2. By accepting the cover for use, the User agrees that they will use it only for the purpose of covering the industrial machine it is dedicated for and will not give the cover to any other parties. The User will make sure that throughout the Maintenance Service Contract period the industrial machine for which the cover was manufactured will remain in the same configuration (especially that no additional equipment on the machine in shape other than

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established during the order time will be added or subtracted) and will be moving in the installation place in the same trajectory.

3. EVOTEC remains the owner of the cover throughout the entire period of the Maintenance Service Contract period, with exclusion of situations where the User purchases the ownership rights to the cover.
4. The User is not authorized to perform construction adjustments of the cover (e.g. openings or seams) without prior written or documented permission of EVOTEC.

§ 9. Maintenance Service Order

1. The User places an order for a protective cover by sending it with a registered letter or by e-mail:
 - to the address: EVOTEC Sp.
z o.o., ul. Tokarska 9B,
20-210 Lublin, POLAND
 - e-mail: biuro@evotec.group
2. When placing an order, the User makes a binding declaration that they acknowledge these General Terms and Conditions and General Terms of Warranty (if warranty applies).
3. The date of order placement is considered the date of acceptance of the order by EVOTEC, when the order is placed by means listed in pt. 1, subject to other provisions.
4. If the entirety of part of the order cannot be realized, EVOTEC will inform the User no later than ten days after the order placement date, citing the reason for order rejection.
5. A change of order or cancellation of the order placed by the User can only be done in writing, with EVOTEC's written consent.
6. EVOTEC hereby informs that they will not consent to cancellation of orders already realized or in the realization process, in case of cancellation of such orders the User shall be charged with the realization cost.
7. The orders will be priced individually.
8. If after the order placement some unforeseen circumstances arise that justify raising the fee for the Maintenance Service or raising price of the cover when it is to be sold to the User after the Maintenance Service Contract expires, e.g. increase of customs fees, introduction of additional customs fees or other legal charges, EVOTEC reserves the right to unilaterally increase the Maintenance Service fee or price of the cover to reflect the actual increase of its price influencing factors, which the User accepts.

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9. EVOTEC may make the order realization dependent on providing appropriate collateral and placement of an advance for the Maintenance Service or the cover price. Refusal to provide a collateral or place a deposit will be a basis to order rejection by EVOTEC.
10. The User shall promptly provide EVOTEC with all information EVOTEC requires to produce the cover. The User is responsible for accuracy and completeness of the information. Additionally, the User shall immediately inform EVOTEC of any changes in the information. The Parties disclaim EVOTEC's responsibility for faults in specifications or usability of the cover resulting from lack of information required by EVOTEC from the User or incomplete or inadequate information.
11. The time of preparing the cover for the Maintenance Service is specified in the offer. If such information is not specified in the offer, the realization time is 4 weeks from order acceptance by EVOTEC.
12. If the order content is changed by the User while the order is already undergoing realization, especially after EVOTEC has already begun the cover production stage, the User shall cover all cost incurred by EVOTEC due to the cancellation, including material and labour cost, accepting the fact of a consequent change of cover delivery time.

§ 10. Cover Delivery Conditions

1. During the Maintenance Service Contract period, EVOTEC will provide packaging and transport of the cover ordered by the User, by means of transport service chosen by EVOTEC, considering the following:
 - a) The packaging and transport cost will be covered by EVOTEC – in case of delivery to a User within the European Union,
 - b) The packaging and transport cost will be covered by the User – in case of delivery of the cover to EVOTEC and in case where EVOTEC is sending the cover to a place indicated by the User that is located outside the European Union.
2. The Handover and Collection of the bought cover is done by signing of the transport document at the moment of delivery. The cover is also considered delivered to the User if the reception is confirmed by the transport company.
3. When receiving the delivery, the User is obliged to ensure that the condition of the outer packaging does not indicate that it had been opened during transit and/or that the package was not damaged during transit in a way that could result in damage to the cover inside. In case of any issues regarding these activities, the User is obliged to make a proper annotation in the complaint protocol or the delivery document at the moment of receiving the package

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from the transport company, under pain of loss of rights to issue complaints in that regard later.

4. At the point of cover receipt, the risk of accidental loss or damage is transferred to the User.
5. The User has 10 days from the date of first cover receipt for use (First Receipt) for quality acceptance and determining the lack of external damage. In case of the next cover receipt after maintenance repairs, the time period from the previous sentence is 3 days. In case of any objections in this regard, the User is obliged to start the complaint procedure (issue the complaint), under pain of loss of rights to issue complaints in that regards later.

§ 11. Rights and Obligations of the Parties

1. EVOTEC is obliged to provide the User with Product Installation and De-installation Instructions, unless the offer states differently.
2. All technical documents (including the Product Installation and De-installation Instructions) related to the cover and provided by EVOTEC is EVOTEC's property and cannot be used for any other purpose than the one for which it was provided. Supplying the documents cannot be interpreted as transfer of ownership or authorization to use any intellectual property rights, including physical documents.
4. The parties exclude the EVOTEC's liability under warranty for defects regarding services provided and covers giver for use.

§ 12. Cover Maintenance Service

1. Throughout the Maintenance Service Contract period, EVOTEC will perform maintenance repairs on the cover, which is necessary or useful for maintaining proper technical condition and functionality of the cover, such as:
 - a) cleaning the cover with dedicated products,
 - b) replacement of worn, damaged seams,
 - c) replacement of worn, damaged fastenings,
 - d) replacement of worn, damaged additional items, e.g. rubber elastics, press studs etc.,
 - e) filling naturally occurring holes in the fabric with original fabric; EVOTEC reserves the rights to use fabric with equal properties instead of the original fabric.
2. The User acknowledges and accepts the fact that:
 - a) use of the cover causes its natural degradation, including a decrease of aesthetic values,

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- b) after the maintenance service is performed, the cover may have decreased aesthetic values due to marks caused by repairs, permanent deformation, permanent discolouration or lasting stains, or other marks of use,
- c) despite EVOTEC performing maintenance services with utmost care, some lasting stains may be impossible to remove,
- d) EVOTEC does not provide a replacement cover for the maintenance repair period.

Should any situation described in the points a)-d) occur, the User is not entitled to any claims in this regard.

3. In case of damage to the cover caused by:

- a) incorrect installation,
- b) improper use,
- c) making changes or corrections to the cover without prior consent of EVOTEC,
- d) malfunction, fire, explosion or another independent of EVOTEC,
- e) other reasons the User is responsible for,

EVOTEC will repair the cover and charge the User with the cost of repairing the damage resulting from incorrect use.

4. In case of loss or destruction of the cover caused by reasons the User is responsible for, EVOTEC will manufacture a new cover and charge the User with the cost.

5. Throughout the Maintenance Service Contract period, the maintenance services listed in par. 1 will be performed by EVOTEC twice during the time the Maintenance Service Contract is in force (unless it was stated differently in the offer accepted by the User), under condition of the User delivering the cover to EVOTEC. The User has the right to choose the time of the maintenance service, however they are required to inform EVOTEC about sending the cover for maintenance by email with 3 (three) days' notice.

6. At the User's request, EVOTEC can perform maintenance service more often than stated in par. 1 more often than it is specified in par. 2, with additional fees. The fee for additional maintenance service will be specified in a separate offer presented to the User at their request.

7. In order for the maintenance service to be performed, the User must remove the cover from the machine and sent it to EVOTEC, to the address given in § 9 pt. 1 of the General Terms and Conditions. Before sending the cover, the User will perform initial cleaning with a gust of pressurized air (dry contaminants) or with water (sticky contaminants). The User is not authorized to clean the cover with chemical products.

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8. After receiving the cover, EVOTEC will inspect it and perform the maintenance actions needed in no longer than 7 (seven) days since the cover receipt date, then send it back to the User.
9. In a case where during the first 12 (twelve) months of the Maintenance Service Contract the technical condition of the cover will make continued use impossible despite correct use by the User, EVOTEC will at their own cost provide a new cover with similar technical properties to the cover ordered by the User according to § 9.

§ 13. Maintenance Service Fees

1. For each calendar month of Maintenance Service Contract in place, the User will pay EVOTEC a fee. The amount of the fee is specified in the offer. The fee shall be paid to the bank account number in the invoice issued by EVOTEC, no later than 10 (ten) days from the first day of the month the fee applies to. The time of payment is the day The payment date is the day when the payment is noted on the EVOTEC bank account.
2. In case where the Maintenance Service Contract covers only a partial month, the fee will be proportionally decreased, on assumption that there are 30 days in a month.

§ 14. Contract Period

1. The Maintenance Service Contract is made for 12 (twelve) months, counted since the day of First Receipt of the cover by the User. Should a destroyed cover be replaced with a new one, the Maintenance Service Contract is not extended beyond the period specified in the first sentence.
2. EVOTEC reserves the right to immediately dissolve the Maintenance Service Contract before its expiration date should the User fail to pay the fee for at least 1 calendar month. This cause of Maintenance Service Contract dissolution is considered the User's fault and independent of EVOTEC.
3. Should the Maintenance Service Contract expire for reasons independent of EVOTEC before the 12 (twelve) months from par. 1 have passed, the User is obliged to pay 80% of declared fees for the time between the Contract expiration date and the date when the 12th (twelfth) month of the Contract would be concluded. This does not waive the right of EVOTEC to seek full amount of compensation from the User.

§ 15. Purchasing of the Cover by the User

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1. 1 month before the expiration of the Maintenance Service Contract, the User can submit a statement about purchasing the ownership rights to the cover. If the User submits the aforementioned statement, they will pay the price specified in the offer. If no price has been specified in the offer, the price for the cover is amount to double the net value of a monthly fee for Maintenance Service Contract plus the value added tax.
2. If the User submits the statement about the cover ownership rights, the rights are transferred to the User with the moment they pay the price of the cover, however no earlier than at the time of expiration date of the Maintenance Service Contract, specified in the § 14 pt. 1 of the General Terms and Conditions or in the offer.
3. Should for any reason the ownership rights to the cover pass to the User during the Maintenance Service Contract period, the Contract expires with the day of rights transfer.
4. In case of transfer of ownership rights to the User, statutory warranty laws to not apply and EVOTEC does not provide any warranty.
5. For buying a cover basing on the statements in this section, the cover purchase regulations in the General Terms and Conditions part: “II General Terms and Conditions of Sales Contracts Entered by EVOTEC” do not apply.

§ 16. Maintenance Service Contract renewal

1. The Maintenance Service Contract does not renew automatically.
2. If the User is interested in continued cooperation with EVOTEC, they shall issue to EVOTEC a request for quote regarding the Maintenance Service, stating whether they expect a Maintenance Service offer including manufacturing of a new cover, or a Maintenance Service offer with the cover currently in use. EVOTEC is not obliged to present the User with an offer.
3. If the User accepts the EVOTEC offer for a Maintenance Service with the cover currently in use, the Maintenance Service Contract is entered basing on the rules of that offer, the General Terms and Conditions and General Terms of Warranty (if warranty applies), with the reservation that the subject of the maintenance service specified in the § 12 pt. 1 of the General Terms and Conditions will be the cover initially supplied within the Contract and that EVOTEC is not obliged to provide the User with any other, new or used cover, also in the case of damage, wear or destruction of the cover currently in use; within the renewed Maintenance Service Contract period, in case EVOTEC decides it is not possible to continue performing the maintenance service due to the technical condition of the cover, the User has the right to dissolve the Contract, effective immediately.

IV Final Provisions for Both Types of Contracts

§ 17. Final Provisions

1. Any changes to these General Terms and Conditions need to be done in writing or in documented form, under pain of nullity.
2. The Parties exclude EVOTEC liability for damage caused by failing to execute or executing in an inadequate way of any mutual contract, with the exception of liability for damage inflicted on purpose.
3. The Counterparty is not authorized to transfer the entirety or part of their contractual rights to any other party without prior written consent of EVOTEC. EVOTEC is authorized to pass the entirety or part of contractual responsibilities to another party.
4. The contracts between EVOTEC and Counterparties are subject to the Polish material and procedural laws. The United Nations Convention on Contracts for the International Sale of Goods from Vienna, April 11th 1980 does not apply to these Contracts.
5. Any disputes between the Parties that might arise during execution of these conditions shall be settled by Polish courts proper to the EVOTEC Sp. z o. o. headquarters.
6. These General Terms and Conditions are an integral part of all contracts signed after November 10th 2020.