

GENERAL TERMS AND CONDITIONS OF COOPERATION

1. Conclusion of the contract

- 1.1. The following delivery and payment terms apply to all deliveries and services of Omni3d Sp. z o.o. hereinafter referred to as Producer / Seller. They form an integral part of all offers and contracts for deliveries and services as well as all future contracts in the case of regular business relations, unless the provisions of the contract provide otherwise. We do not accept the terms of the buyer unless we expressly agree in writing.
- 1.2. Our offers are subject to change.
- 1.3. Unless expressly binding, photos, drawings, know how, sizes and performance specifications that are part of our offer are only approximate values. The Producer / Seller reserves the ownership and ownership rights to all offers, drawings, know how and other documents. These documents may not be disclosed to third parties.
- 1.4. If these conditions provide for a written form, this also applies to the electronic form sent to the e-mail address of the party.
- 1.5. The contract will be considered finalized only if the Producer / Seller confirms the acceptance of the order in writing.
- 1.6. All contracts must be in writing. This also applies to additional contracts and warranty cards as well as changes to the contract.
- 1.7. The buyer may transfer their rights and obligations under the contract of sale only if Producer / Seller has given their written consent.

2. Prices and payments

- 2.1. Product prices (purchase prices) are in PLN or EUR, plus VAT (depending on the system of the given country). Transport insurance is concluded only at the Buyer's express request and at their expense.
- 2.2. The purchase price and any additional prices for additional services will be due and payable in accordance with the order.
- 2.3. In the event of delays in payment, Producer / Seller is entitled to terminate the purchase contract by giving written notice or withdrawing from the contract and to claim a flat-rate warranty penalty for non-performance of the contract or withdrawal. The right of withdrawal can be exercised within 90 days of the due payment date.

3. Delayed delivery and delivery

- 3.1. The delivery is Incoterms EXW Poznań ul. Świętego Michała 43.
- 3.2. Delivery dates must be in writing. If further changes to the contract are agreed, it may be necessary to agree on a new delivery date, if applicable. Delivery deadlines are considered met if the product has left the Producer / Seller premises or if the Buyer has been notified of readiness to ship before its expiry.
- 3.3. In any case independent of the Producer / Seller, causing the delivery to be delayed or prevented in whole or in part, including due to force majeure, and any other extraordinary circumstances beyond the responsibility of the Producer / Seller, the agreed delivery date will be extended by the duration of the

obstacle. The same applies to legally binding deadlines or dates set by the Buyer, especially in the event of additional claims for delayed deliveries. Force majeure is considered war and war events, army mobilization, import and export embargoes and blockades. Other extraordinary circumstances include, in particular, obstacles to transport, operational failures such as fire, flooding, etc., delays in the supply of raw materials, strikes and lockouts and any other industrial activities, even if they occur at Producer / Seller suppliers.

- 3.4. Unless expressly agreed otherwise in writing, Producer / Seller is entitled to make partial deliveries within the agreed scope. Partial deliveries will be invoiced separately.
- 3.5. The Seller reserves the right to change the design and form of the item during the delivery period, provided that the changes are justified and do not introduce significant changes.

4. Acceptance

- 4.1. In the event of a delay in delivery for reasons attributable to the Buyer, the risk shall pass to the Buyer on the date of notification of the readiness of the goods for delivery.
- 4.2. In the event of a delay in accepting the item, exceeding 14 days of receipt of the written notification of readiness for shipment, the Producer / Seller has the right to withdraw from the contract or start charging a warehouse fee of EUR 25 for each day, which will be added to the final invoice.

5. Retention of title

- 5.1. The ownership right passes to the Buyer after paying the entire invoice.
- 5.2. As long as the retention of title is maintained, the sale, pledge, transfer of ownership to secure, rent or otherwise transfer the purchased item and its processed variants that make it difficult to secure the Producer's / Seller's claims will only be allowed with the prior written consent of the Producer / Seller.
- 5.3. In the event that a third party owns it, in particular in the event of seizure of a purchased item, the Buyer shall immediately inform the Producer / Seller in writing and immediately notify the third party of the reservation of ownership by the Producer / Seller. The Buyer bears all costs incurred in connection with the termination of such proceedings and efforts to regain possession of the purchased item to the extent that these costs cannot be recovered from third parties.
- 5.4. If the Buyer resells the delivered item with the consent of the Producer / Seller in the normal course of its business, any claims arising from the resale will be transferred to the Producer / Seller. Before granting the permit, the Buyer must inform the Producer / Seller whether and to what extent a ban on the assignment of claims in relation to the purchase price due between them (Buyer) and their customers has been agreed. This can be done, for example, by submitting the full terms of the contract and all relevant documents.
- 5.5. The buyer is obliged to store the reserved goods in a safe place, handle them carefully, maintain them at their own expense, and insure against loss, damage and destruction at their expense, to the extent required by the commercial good. The buyer hereby assigns us claims in advance under insurance contracts and agrees that the benefits will be paid to the Producer / Seller. In order to apply for insurance benefits, the Buyer will provide the Producer / Seller insurance policy at their request.

6. Control of the purchased product

- 6.1. Immediately after delivery, the Buyer will check the delivered products for their compliance with the contract, in particular in terms of number, dimensions, form, appearance and performance, integrity and transport damage, as well as any other defects. Disclosed defects and irregularities should be

immediately reported to the Producer / Seller in writing to the email address: serwis@omni3d.net or / and by completing the service form at www.omni3d.com/www.omni3d.pl in the service request tab. The notification must specify the serial number (if any), product designation, type of irregularities or defects, delivery day and delivery note number and other information (including photos or other materials).

- 6.2. Defects should be reported in writing, not later than within one week of their detection, under pain of losing the right to report them. The burden of proof of a defect lies with the buyer.
- 6.3. The buyer is obliged to collect the goods and store them in a safe place, regardless of any irregularities or defects. In addition, the Buyer must enable the Producer / Seller to check the product being the subject of a complaint.
- 6.4. In the event of a breach by the Buyer of the obligation to check and notify the defect not in accordance with clauses 6.1-6.3, the products shall be deemed accepted by the Buyer.
- 6.5. Buyers may not use products subjected to a complaint. If the buyer fails to comply with this obligation, the Producer / Seller shall not be liable for any resulting damages, including indirect damages. In addition, the Buyer is obliged to bear all additional expenses incurred to repair the defects caused by the action or to reimburse the Producer / Seller for the costs incurred.

7. Warranty

- 7.1. The Producer / Seller guarantees that the purchased item will be free from defects for the period indicated in the warranty card. Warranty conditions and the guarantor's obligations are set out in the Warranty Card.
- 7.2. The liability under the warranty is excluded.
- 7.3. In addition to liability under the warranty, the Producer / Seller is liable for damage resulting from non-performance or improper performance of the contract, arising solely from willful misconduct (limitation of the scope of contractual liability). The Buyer's assertion of contractual liability for damages on a tort basis is excluded (exclusion of a claim for compensation for tort, if the damage resulted from non-performance or improper performance of an obligation).
- 7.4. The warranty on the replacement parts or goods ends with the expiry of the warranty on the subject granted under the purchase contract and Warranty Card.
- 7.5. Warranty claims and liability for damages and injuries are excluded if the damage is causally related to one or more of the following reasons:
 - a) the purchased item was used improperly or was subject to excessive performance requirements;
 - b) The Buyer did not comply with the requirements specified by the Producer / Seller (e.g. 3D Printer User's Manual) regarding storage, transport, assembly, start-up, care, operation, cleaning or maintenance of the item;
 - c) faulty repair;
 - d) the purchased item has been modified without permission;
 - e) the purchased item was serviced with faulty safety installations or with safety installations and protective covers that were not properly installed or did not work;
 - f) insufficient control of so-called wearing spare parts and periodic inspections in accordance with the 3D Printer User's Manual;
 - g) disasters, effects of outside forces, force majeure;
 - h) the product works in conditions that prevent proper operation - regarding temperature, humidity and installation parameters specified in the 3D Printer User's Manual.
- 7.6. Further claims for damages are excluded in the event of intentional or gross negligence. This does not affect the right to claim compensation for non-performance if there are no legitimate features.

- 7.7. If a defect is reported during the warranty period, but not yet repaired, the defect will be removed at the expense of the Producer / Seller, but the warranty conditions are not changed.
- 7.8. In the event of a replacement of a defective item for a non-defective item, upon delivery of a new item, the ownership of the defective item passes to the Producer / Seller. Entries point 5 of these conditions shall apply accordingly.

8. Liability

- 8.1. Claims for damages due to the impossibility of enforcement are excluded. Limitation of liability also applies to members of Producer / Seller staff, employees, associates, agents, employees and assignees.
- 8.2. In the event that the Producer / Seller asks for a flat-rate warranty penalty referred to in these conditions, it will be a rate of 20% of the purchase price. This does not preclude claiming damages if the damage occurred and its value exceeds the amount of the warranty penalty.

9. Data processing

- 9.1. Producer / Seller informs that it is the Administrator of personal data disclosed in connection with the contract.
- 9.2. In order to secure the correct performance of obligations regarding the protection of personal data, the Personal Data Administrator has appointed a Personal Data Security Coordinator. If you have questions about the processing of your personal data, please contact the above person at the e-mail address contact@omni3d.net, or write to Omni3D Sp. z o.o. I. ul. Świętego Michała 43, 61-119 Poznań.
- 9.3. Personal data provided in the course of e-mail correspondence are processed in accordance with Regulation of the European Parliament and of the Council of the European Union 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data (Journal of Laws L 119 of 4.5.2016), hereinafter referred to as the Regulation and the Polish Parliament Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018.1000).
- 9.4. Personal data will be processed for the purpose of implementing the sales contract and related to marketing.
- 9.5. Providing personal data is voluntary, however, refusing their further processing will delete the data received so far.
- 9.6. The legal basis for the processing of personal data is Art. 6 section 1 letter a and d of the above-mentioned Regulation.
- 9.7. Recipients of the data may be entities cooperating with Producer / Seller.
- 9.8. At any time, the Buyer has the right to access their data and the right to rectify, delete, limit processing, the right to withdraw consent at any time without affecting the lawfulness of the processing based on consent before its withdrawal, in addition, the Buyer has the right to file a complaint to the President of the Office for Personal Data Protection when they consider that the processing of Buyer's personal data violates the provisions of the Regulation.
- 9.9. Personal data will be processed for the period necessary for the effective performance of the contract with which personal data is shared, but no longer than for a period of 5 years.
- 9.10. The Producer / Seller declares that the personal data collected by them are not subjected to automated decision making, including profiling.
- 9.11. The personal data provided will not be transferred to third countries or international organizations.

10. Other

- 10.1. The provisions of Polish Law shall apply to the provisions of these General Terms and Conditions of Cooperation. The application of CISG provisions is expressly excluded.
- 10.2. Place of delivery and payment is Poznań.
- 10.3. The court with jurisdiction to settle all disputes is the Poznań Court with substantive jurisdiction.
- 10.4. If one or more provisions of these terms and conditions are legally invalid or unenforceable, this will not affect the validity of the remaining provisions of this Agreement.

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