POLINVENT KFT. GENERAL CONTRACT TERMS AND CONDITION

These General Terms and Conditions (hereinafter "**GTC**") establish the binding legal framework for all transactions between the buyer and POLINVENT Kft. (hereinafter "the **Seller**"). Should any inconsistency arise between these GTC and the terms of an individual sales contract, the explicitly stated provisions of that contract will supersede these GTC.

For all individual sales contracts between the Seller and the Buyer, these GTC shall be the sole governing provisions. Any other regulations will only be applicable if expressly confirmed by the Seller in a written document. Regarding individual sales contracts, only the individuals specifically identified therein are authorized to make representations on behalf of the Buyer.

The Seller shall maintain the current version of these GTC, as they may be amended periodically, on its website at <u>www.polinvent.com</u>. The Seller reserves the right to modify these GTC unilaterally. Such modifications shall be applicable to any individual sales contracts concluded subsequent to the publication of the revised GTC. The Seller will notify the Buyer of any alterations to the GTC that arise prior to the Seller's completion of the individual sales contract. In the event that the Buyer also utilizes general terms and conditions, the provisions of Section 6:81 of Act V of 2013 of the Hungarian Civil Code shall apply to both sets of terms.

Should any provision of the individual sales contract or these GTC be deemed partially invalid, the entirety of the agreement shall only be voided if it is established that the parties would not have concluded the agreement absent the invalid portion. The contracting parties undertake to replace any invalid provision with a valid and enforceable substitute, if necessary.

DEFINITIONS

GTC: these General Contract Terms and Conditions.

Seller or **POLINVENT**: the Polinvent Kft. (registered seat: 2360 Gyál, Bánki Donát utca 22., company reg. number: 13-09-197070, HU VAT: 10431588-2-13, EU VAT: HU10431588, represented by: Nagy Attila Áron managing director individually, Contact details: Phone: +36 30 149 0952, Email: sales@polinvent.com)

Buyer / User: based on the application of this GTC, the Buyer/User is the legal person or legal entity without legal personality who sends an Order to the Seller as specified in these GTC.

Parties: POLINVENT and the Buyer/User jointly.

Product: the individual product(s) of POLINVENT, published in the Webshop and indicated by the Buyer in the Final Order.

Webshop: is the Webshop available at <u>https://www.polinvent.com/</u> The Webshop is intended for and accessible only by Business Customers. No access is granted to non-business customers.

Account: the account created by the Buyer/User during registration to the Webshop. Until the termination of the Account by the Buyer or, in the absence of such termination, until the automatic termination after 12 months without the Buyer/User logging in, the following data of the Buyer/User and his/her previous Orders are stored.

- i. Company name
- ii. Company tax number / EU VAT number

- iii. the surname and first name of the natural person acting on behalf of the company
- iv. e-mail address and username
- v. password
- vi. billing information: postal code, county, city, street, house number, tax number
- vii. delivery details: postcode, county, city, street, house number
- viii. telephone number.

Registered User: User with an account who is entitled to view and purchase content from the Webshop. Only Registered Users are entitled to place orders and make purchases.

Contract: the contract concluded between the User and the POLINVENT for the sale and purchase of the Product(s) (and related to ancillary issues of sale and purchase of Product(s)).

Order/Shopping: The Buyer's express and unequivocal declaration of purchase the selected Product(s) and the payment of the purchase price of the Product(s), which results in a binding offer in accordance with these GTC.

Courier: the representative/ employee/ agent of the delivery service provider in case of delivery by shipping.

Logistics Fee: logistics costs arising from the handover of the Product(s), which are not part of the Purchase Price (e.g., pallet, and shipping costs of the Product).

Purchase Price: the net and gross (including VAT) purchase price of the Product(s) indicated in the current price list.

Prices: the current price list of the Seller, which includes the purchase price of the Product(s) including net and gross Price (price including VAT), but no other fees.

Product Categories and Products: The main product categories and products available in the Webshop include: UV Curing Equipment: Sewerbot & Sewerbot Compact, Pre-impregnated Liners: Ultrapreg brand liners, Resins: Various types of resins for lining technology, Accessories and Supplies: A wide selection, including but not limited to UV safety glasses, compressors, adapters, UV heads, cables, and other tools necessary for the technology.

Force Majeure Event: an event beyond the reasonable control of POLINVENT including strikes/other industrial disputes, failure of utility service/transport network, act of God/fire/flood/storm, war/riot/ civil commotion, malicious damage, compliance with law/governmental rule/direction, accident, breakdown of machinery, or default of suppliers/subcontractors.

Final Order: is an order that the buyer has completed, confirmed, and officially submitted through the seller's website

Any phrase introduced by the terms including/include shall be illustrative and shall not limit the sense of the preceding words.

By making a purchase in the Webshop and finalizing the order, the Buyer acknowledges that he/she has fully understood, acknowledges and unconditionally accepts the provisions of these GTC.

If the Buyer does not accept this GTC and its amendment, the Buyer shall not be entitled to use the Webshop and shall terminate the agreement by the effective date of the amendment.

Before making any purchase, please read carefully these GTC and the Privacy Policy, which are an integral part of these GTC.

1. CONTRACTING PARTIES, CONDITIONS

- 1.1. The GTC define the terms and conditions of the sale and purchase contracts, and related legal relations concluded between the POLINVENT and the Buyer ordering any individual Product of the POLINVENT.
- 1.2. The GTC sets out the minimum content elements of the contract for the use of the service of POLINVENT, which the Buyer shall accept before starting to use the service.
- 1.3. These GTC apply to the exclusion of any other terms that Buyer seeks to impose, or which are implied by trade, custom, practice or course of dealing.
- 1.4. The POLINVENT declares that it has the necessary permits for the operation of the Webshop and for the sale of the products available for purchase and that it has fully complied with its registration obligations
- 1.5. The POLINVENT declares that it is not subject to a code of conduct with regard to the service available through the Webshop.
- 1.6. The services of the Webshop may only be used by legal entities through their representatives as users.
- 1.7. By using the service, the Buyer declares that he/she/it complies with the terms and conditions set out in these GTC.
- 1.8. Use of the services of the Webshop is possible only after acceptance of GTC and the Privacy Policy.
- 1.9. Providing information when placing an Order is voluntary but is an essential condition of purchase.
- 1.10. By providing your personal data, you expressly acknowledge and consent to the processing of your data in accordance with the Privacy Notice.
- 1.11. The Buyer expressly acknowledges that placing an order through the Webshop entails a payment obligation. The minimum amount for an order through the Webshop is 100 EUR.
- 1.12. Further terms and conditions of use of the Webshop are available https://polinvent.com/ terms_of_use.pdf. The detailed terms of use are an integral part of these GTC.

2. ORDER PROCESSING AND CONFIRMATION

- 2.1. Order processing occurs within business hours. Orders placed outside of these hours will be processed on the subsequent business day. The Seller will electronically confirm the expected order fulfilment date.
- 2.2. Seller shall not be liable for any damages or other costs incurred as a result of incorrect data.
- 2.3. Product Selection: Users can browse and select products from the Seller's online Webshop. Detailed information about each product, including its key features, is available on individual product pages accessible by clicking on the product. Please carefully review the product description for legally required information before use. To specify the desired quantity, users can use the +/- buttons and then add the selected product to their shopping cart by clicking "Cart."
- 2.4. Selecting the "Cart" button will add the chosen product to the Buyer's shopping cart; however, this action does not constitute a purchase commitment by the Buyer. Subsequently, a pop-up window will display the name of the added product, providing options to "Continue shopping" or "View Cart." Upon the appearance of this pop-up, the items and their respective quantities within the Buyer's shopping cart will also be automatically reflected in the "Shopping cart" section located on the left-hand side of the page.
- 2.5. Upon completion of the shopping cart and Product selection, the Buyer is required to select a payment method (card) and a delivery method. If a delivery method is chosen, the Buyer shall then provide billing information and a separate delivery address if necessary. Prior to placing the

order, the Buyer has the right to review and modify any entered data. The system will automatically generate an error message in the event of incomplete required data, and the order cannot be finalized until all necessary information is provided.

- 2.6. The Buyer is responsible for the accuracy of the data provided. The Seller shall not be liable for any damages or expenses that arise due to incorrect information supplied by the Buyer. Furthermore, the Buyer will be liable for any additional delivery or other costs resulting from incorrect, inaccurate, or insufficiently detailed information.
- 2.7. The Buyer shall finalize the order by selecting the "Confirm Order" button, indicating acceptance of these Terms and Conditions. The complete details of the order will then be presented on the following page and will also be provided in the confirmation email issued by the Seller.
- 2.8. **Payment Processing:** Currently, payment for all transactions conducted via the Webshop is exclusively processed via credit card through the Stripe system. The Provider reserves the right to modify accepted payment methods in the future, with appropriate notification to customers.
- 2.9. Upon receipt of the Buyer's order, the Seller shall dispatch an automated confirmation email to the Buyer's designated email address on the following business day. This confirmation will serve to verify the order and will contain the relevant terms and conditions (including the Buyer's name, product identification, price, and delivery arrangements, among other details).
- 2.10. Upon notification to the Buyer of the execution of their order, a contract shall be deemed concluded between the Buyer and the Seller. This contract constitutes a non-written agreement and will not be subject to registration. The term of this contract is limited, becoming effective upon order approval and terminating upon the order's completion. The contract shall remain in force until all contractual obligations of both parties have been fully discharged.
- 2.11. The Buyer does not have the option to rectify any incorrectly submitted orders. The absence of an order confirmation may be attributed to inaccuracies in the provided data or a full email inbox. Should the confirmation email not be found in the main inbox, the Buyer is advised to check their "Spam" folder. If confirmation remains unreceived, please contact us at sales@polinvent.com.
- 2.12. The Buyer is responsible for maintaining the security of their password. The Seller shall not be liable for damages if the Buyer forgets their password or if it is accessed by unauthorized persons through no fault of the Seller. In the event the Buyer provides false data during registration or data that can be linked to another person, the resulting electronic contract will be considered null and void. The Seller excludes its liability if the Buyer uses its services under another person's name or using another person's data.
- 2.13. General Delivery Time: The usual delivery timeframe is 7 business days following order confirmation is as follows:
 - a. Epoxys and Prepregs: 7 to 14 working days
 - b. Sewerbot: 60 working days.
- 2.14. Under the sales contract, the Seller is obligated to transfer ownership of the product upon the full payment of the purchase price, and the Buyer is obligated to pay the purchase price and accept delivery.
- 2.15. The Buyer has the right to immediately withdraw from the contract if
 - a. the Seller has refused to perform the contract; or
 - b. the contract, by agreement or the evident purpose of the service, was intended to be performed at a specific time and no other. If the Seller cannot fulfil its contractual obligation due to the unavailability of the specified product, the Buyer will be informed immediately, and any payment made will be promptly refunded.
 - 2.16. Should the Seller not provide confirmation of the order within two business days, the Buyer will be released from any obligation related to their offer.

3. PRICES AND PAYMENT TERMS

- 3.1. **Prices:** All Product prices are presented as gross amounts in Euro, encompassing any relevant Value Added Tax. The price in effect at the moment the order is submitted shall be the definitive price. The Seller will not provide refunds should the price decrease after the order is placed, and similarly, will not demand payment for any price increases occurring post-order. Please note that the listed Product price does not include supplementary charges; these, excluding customs duties and related fees, will be fully disclosed to the Buyer during the order summary process.
- 3.2. Any potential additional costs associated with the order, with the exception of customs duties and related charges, will be fully disclosed to the Buyer prior to order finalization.
- 3.3. The Seller assumes no liability for any typographical errors or inaccuracies in price information presented on the Website.
- 3.4. The Seller retains the right to adjust the purchase price from that stated in the order confirmation in the event of alterations to customs duties, taxes, fees, or other comparable liabilities, including but not limited to those arising from European Union law, tax and antidumping provisions, or obligatory customs duties or similar expenses, unless otherwise stipulated in the individual sales agreement.
- 3.5. The Seller shall have the right to withdraw from the concluded sales contract if the Buyer fails to remit the advance payment or a part thereof within thirty (30) days of receiving the invoice.
- 3.6. The performance deadline shall be subject to a six-month extension in the occurrence of Force Majeure. The Seller undertakes to immediately inform the Buyer of any such impossibility and the emergence of Force Majeure and shall be liable for any damages arising from a failure to provide timely notification.

4. PERFORMANCE OF THE AGREEMENT

- 4.1. **Delivery Method and Charges**: During the order process, the system will prompt the Customer to select a delivery method. The applicable delivery charges will be automatically calculated based on the weight of the ordered Products. Any existing, verifiable, and accessible address may be designated as the delivery address, which may differ from the billing address. Delivery services are provided via DHL, accessible at https://www.dhl.com/. Please note that the Customer shall be responsible for the cost of delivery for any parcels that are not accepted. The Company offers delivery to all domestic and international addresses serviced by DHL, provided that the recipient is a registered business.
- 4.2. **Buyer-Arranged Shipment:** Should the Buyer elect to arrange shipment independently, utilizing a carrier and method of their preference, all associated costs and organizational responsibilities shall be the sole responsibility of the Buyer.
- 4.3. No supplementary packaging costs are charged by the Seller for the ordered products; these are already included within the delivery charges. Upon dispatch of your parcel, signifying that it is in transit, a notification email will be sent to you. The delivery timeframe of the Product, considering its specific nature, is included within the information provided on the Website.
- 4.4. Upon dispatch of the parcel, signifying that it is in transit, a notification email will be sent. The delivery timeframe of the Product, considering its specific nature, is included within the information provided on the Website.
- 4.5. A delivery timeframe for a Product ranging from 7 business days to 1 year may be expected, and the option to pre-order it is available. Extended processing and delivery times may be required for certain Products, such as those of higher value and limited edition.
- 4.6. Delivery costs are automatically computed based on the rates determined by the selected courier service, subsequent to the addition of products to the Cart and the selection of the delivery and payment method. The cost of customs duty is not computed by the system and must be agreed upon by the Buyer with the chosen Courier Service or the pertinent authorities of the respective countries.

- 4.7. Products will be dispatched according to the parcel service tariff of the chosen method, the amount of which will be charged to customers. Extra packaging costs for the ordered Products are not charged by the Seller; these are already included in the delivery charges.
- 4.8. If the price or any other parameter of a product is incorrectly indicated (typo, due to a system or administrative error), or any other problem related to the order or delivery occurs, the ordered product is not obliged to be sold to the Buyer by the Seller, and the transaction may therefore be cancelled.
- 4.9. If you find any discrepancies in the information or your order, or if you would like to change it, please call our customer service on +36 (30) 734 4525 between 9 am and 3 pm on weekdays or email info@polinvent.com. To identify your order, please always include your order number.
- 4.10. The invoice is delivered with the Product.
- 4.11. Please inspect the parcel before the courier delivers it and, if you notice any damage to the packaging or the Product, ask for a report to be made and do not take delivery. We are not able to accept any subsequent claims without a report.
- 4.12. In the case of returned parcels that are not accepted, the User will be charged for the return of the parcel, and we will only be able to resend the parcel if the parcel is re-transferred in advance.
- 4.13. The Seller shall not be liable for any delivery delays or other problems or errors caused by incorrect and/or inaccurate data provided by the Buyer.
- 4.14. Delivery times are not guaranteed and are indicative. The prices indicated in the Webshop are indicative and may vary due to other economic factors.
- 4.15. The Seller does not carry out freight transport, and even in the case of an individual agreement, only transports its own products using its own or hired means of transport and therefore excludes all liability from the time of dispatch of the Product.

5. WARRANTIES

- 5.1. Express acknowledgment is made by the Buyer that liability for negligence and for breach of contract not leading to loss of life, physical injury, or damage to health is excluded by the Seller. Accordingly, the Seller shall be held liable for intentional breach of contract and for breach of contract leading to loss of life, physical injury, or damage to health.
- 5.2. The Seller warrants, in accordance with the relevant legal regulations and the terms of the GTC, that the Product complies with the features included in the Final Order and the relevant national and international standards at the time of performance. In the case of a Product with the composition / structure specified by the Buyer, the Seller warrants only the observance of the prescribed composition / structure but does not guarantee the compliance with other requirements specified by the Buyer.
- 5.3. If the Buyer is not satisfied with the quality of the Product, he/she shall notify his/her complaint in writing through the complaint (notice) immediately after the receipt of the Product by the Buyer.
- 5.4. The Seller's warranty liability exists only if the Buyer fully complies with its quality inspection obligation under the Contract and the prescribed objection procedure, and if the objection underlying its enforceable warranty claim is contained in the Delivery Note for the given performance.
- 5.5. Without prejudice to the other provisions of the Contract relating to warranty liability, the Seller shall not be liable in the event of improper use of the Product manufactured by the Seller. The Seller is not responsible for the quantitative conformity of the Product if the transportation is performed by the Buyer and the quantitative discrepancy is due to improper delivery. As it is the Buyer's responsibility to select the correct type of Product, the Seller shall not be liable for any claims arising from an incorrect type of Order that does not comply with the given parameters.
- 5.6. If the possible defect of the Product becomes known only after the inspection according to these GTC (hidden defect), the Buyer is obliged to notify the Seller of its warranty claim within 3 (three)

days from the recognition of the defect. No warranty claim can be enforced beyond 6 (six) months from the date of performance.

- 5.7. The Buyer acknowledges that the quality tests according to the standard and the in-process inspection, as well as any accredited tests indicated in the Order are performed by a laboratory commissioned by the Seller and on the costs of the Buyer.
- 5.8. In case the items/goods seem to be damaged upon delivery, the carrier shall draft a complaint form immediately and shall simultaneously inform the Seller/Supplier. Failing that the Seller/Supplier excludes to accept any complaint deriving from damage of the goods.
- 5.9. In addition to the above, the Seller excludes other warranty rights. The Seller hereby excludes the application of the above warranty rights even if they are not applied in accordance with these GTC.
- 5.10. The website's performance, message and data transmission and response speeds depend on the server technology, which may be adversely affected by factors beyond the control of the Seller (e.g. connection failure, performance of server computers, etc.). The Seller shall not be liable if the website does not function properly, is unavailable, overloaded or down for technical reasons.
- 5.11. The Seller excludes all liability for unforeseeable events (Force Majeure) or the actions of third parties beyond its control.
- 5.12. If the price or any other parameter of a Product is incorrectly indicated (typo, due to system or administrative error), or any other problem related to the order or delivery occurs, the Seller is not obliged to sell the ordered product to the Customer. The Seller reserves the right of withdrawal in such cases.
- 5.13. It is understood that the pictures of the products displayed on the website are solely for information; while typically consistent with the products sent to the Buyer, any liability for any discrepancies is excluded by the Seller.

6. MISCELLANEOUS PROVISIONS

- 6.1. The Buyer acknowledges that the Product is subject to Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter: REACH Regulation.) and Regulation (EC) No 1272/2008 of the European Parliament and of the Council on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, and amending Regulation (EC) No 1907/2006 and Regulation of European Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter: ADR Regulation). The Buyer declares that he is aware of the requirements of the REACH and CLP and ADR Regulation and undertakes to comply fully with the provisions applicable to him. The parties agree to cooperate fully to comply with the rules of the REACH and ADR Regulation.
- 6.2. The Buyer acknowledges that Seller is entitled to refuse performance if the Buyer does not wish to comply with the provisions of the REACH, CLP and ADR Regulations or does not provide adequate proof of compliance with the provisions of the REACH, CLP and ADR Regulations or any other binding legislation.
- 6.3. The Buyer declares that it is fully aware of the operation of EKAER and is aware of the obligations imposed on the Parties as a result thereof, as well as that the Parties have an increased obligation to cooperate and provide information in order to fulfil these obligations. The Parties shall be liable in accordance with the rules for damages for breach of contract for all damages (including, but not limited to, any surcharges, fines and other pecuniary sanctions and consequential damages) incurred by the Parties as a result of the other party's breach. any legal obligation relating to EKAER or fails to fulfil the obligation of enhanced cooperation and information necessary for the fulfilment of these obligations by the other Party.
- 6.4. The Seller handles the personal data of the Buyer in strict compliance with the rules of data protection, in accordance with the provisions of its **Privacy Policy**.

- 6.5. In order to settle any legal dispute arising in connection with the Contract, the Parties submit to the jurisdiction of the district court or tribunal competent according to the registered office of the POLINVENT.
- 6.6. The provisions of the GTC valid at the time of sending the Order shall apply to the Orders.
- 6.7. The Seller reserves the right to unilaterally amend the provisions of these GTC, which shall inform the User previously, indicating the changing parts of the GTC.
- 6.8. In the legal relationship between the Seller and the Buyer, the letter sent to the Seller's registered office and to the invoicing address of the Buyer indicated at the time of the Order, as well as the e-mail sent to the e-mail address of the Buyer specified at the Order, shall also be considered written communication. Written notices sent to each other in connection with the Contract shall be deemed to have been communicated if they have been delivered to the addressee with proof of receipt or on the 5th day after posting, even if the consignment is certified to the addressee's address according to these GTC was delivered and service could not be served on the addressee for reasons of interest (due to the indication "not sought", "moved", "unknown").
- 6.9. Any information obtained by either party in the course of the performance of the Contract or the Orders, in particular that relating to the other party's past, present or future developments, business activities, products, services, employees or technical knowledge, shall be considered a business secret. the parties are bound by strict confidentiality. A party who becomes aware of a business secret of the other party may use it only in the performance of the Contract or Orders, and may not disclose, disclose, copy or reproduce it to third parties without the prior written consent of the other party. The obligation of confidentiality under this clause shall remain in force indefinitely after the termination of the Contract.
- 6.10. The content and works created by the POLINVENT and published on site <u>https://www.polinvent.com/</u> are subject to the Hungarian Copyright Act. Third-party works are marked accordingly. Reproduction, processing, distribution or out-of-copyright sale of content and works in any form is permitted only with the written consent of the author or creator. Downloading and copying of the pages is permitted for private use only, not for commercial use. The POLINVENT strives to take into account the copyrights of others and to use non-licensed and self-produced works. In case of infringement of copyright and other rights of the Webshop, the Seller will immediately initiate legal proceedings against the infringer.
- 6.11. In matters not regulated in these GTC, Act V of 2013 on the Civil Code and the provisions of Act CVIII of 2001 on Electronic Commerce and on Information Society Services shall prevail.
- 6.12. The Seller shall be entitled to unilaterally amend these GTC by informing the Buyer in advance. The amended provisions shall apply to orders placed by the Buyer after the amendment.

The present GTC is effective from Effective: 29 April 2025.