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**GENERAL TERMS AND CONDITIONS (GTC)****for Dedicated Production and Custom Orders****§ 1. General Provisions**

1. These General Terms and Conditions (hereinafter referred to as the "**GTC**") define the rules for the execution of orders for business customers (B2B) by **Horizon Technologies Sp. z o.o.**, with its registered office at ul. Walczaka 25, 66-400 Gorzów Wielkopolski, Poland, tax identification number (NIP): 5961684999, hereinafter referred to as the "**Seller**".
2. All products and services delivered by the Seller are manufactured strictly to the individual, dedicated order of the Customer, according to their technical specification or for specific devices of the Customer. The Seller does not sell standard ("off-the-shelf") goods.
3. Placing an order by the Customer, returning a signed order document, or accepting the Seller's commercial offer constitutes acceptance of this GTC. The application of any general terms and conditions of purchase, contract templates, or regulations used by the Customer is hereby excluded, unless explicitly accepted by the Seller in writing.
4. Any deviations from this GTC require a written or documentary (e-mail) format to be valid.

**§ 2. Prices and Component Cost Transparency**

1. The prices specified in the offers are net prices and are based on the costs of materials, subassemblies, and electronic components current as of the date of the offer preparation.
2. In the event of a sudden increase in the cost of components on the market from manufacturers or authorized distributors by more than 5% before the start of production, which is independent of the Seller, the Seller has the right to adjust the order price accordingly.
3. In the situation described in section 2, the Seller shall immediately inform the Customer about the change in market prices. The Parties shall enter into good faith discussions to work out a price compromise or change the specification to an alternative one.
4. If no agreement is reached within 5 business days from the notification, the order may be cancelled, subject to the reimbursement of only the actually incurred and non-refundable costs (ordered dedicated subassemblies), under the terms specified in § 4 of this GTC.

**§ 3. Lead Times and Material Availability**

1. Order lead times are provided as estimates based on current declarations from logistics and subassembly suppliers.
2. The Seller shall not be held liable for any delays in the execution of the order resulting from objective inventory shortages, global allocations by electronic parts manufacturers, or Force Majeure events (including, but not limited to, pandemics, armed conflicts, logistical blockades, natural disasters, decisions of state authorities).
3. If a component specified in the original specification is unavailable on the market, the Seller shall present the Customer with a proposal for a functional equivalent. The

change of a component and any difference in its price require the Customer's acceptance.

4. If the unavailability of the original component extends the order execution by more than 30 days, and the Customer does not agree to a functional equivalent, each Party has the right to terminate the contract regarding that specific batch of goods without any contractual penalties, subject to the return of advances collected so far and settlement of the subassemblies actually purchased.

#### **§ 4. Cost Settlement in Case of Order Cancellation**

1. Due to the highly customized nature of production (dedicated goods designed according to the Customer's specification), the Customer has the right to cancel the order only on the condition of covering the costs on an indemnity basis (protection against losses):
  - o **a)** before ordering components: the Customer covers only the cost of actually performed design, programming, or engineering work according to the agreed hourly rate.
  - o **b)** after ordering components: the Customer agrees to repurchase components, materials, and subassemblies dedicated to their project (which cannot be used by the Seller in other projects) at their acquisition price increased by logistics costs.
2. The Seller shall hand over the purchased components and unfinished semi-finished products to the Customer immediately after the Customer settles the dues referred to in section 1.

#### **§ 5. Intellectual Property, Tooling, and Confidentiality**

1. All standard technological tooling (including cutting dies, mock-ups, films, printing screens) and internal software (firmware) created by the Seller for the purpose of executing the order remain the sole property of the Seller, and the production preparation fees (so-called setup fees) constitute a reimbursement of the process startup costs.
2. In the case of dedicated injection molds or other specialized large-scale tools, the full manufacturing cost of which is borne by the Customer based on a separate item in the offer/invoice, the legal ownership passes to the Customer upon the posting of 100% of the total due for this specific tooling on the Seller's bank account.
3. The Seller undertakes to use the molds and tools referred to in section 2 exclusively for the purpose of executing orders for this specific Customer and to secure them against access by third parties. The release of these tools to the Customer takes place after settling all financial obligations related to the process of their preparation.
4. All technical documentation, specifications, CAD drawings, and diagrams provided by the Customer are treated as strictly confidential and used exclusively for the execution of the order.
5. Software and dedicated construction solutions created by the Seller during the execution of the order constitute its intellectual property and may not be reproduced or shared with third parties without the written consent of the Seller.

#### **§ 6. Liability, Statutory Warranty, and Commercial Warranty**

1. The Seller's liability for non-performance or improper performance of the contract is limited to damages caused by intentional fault or gross negligence.
2. The Seller is not liable for the Customer's lost profits, indirect damages, or downtimes of the Customer's production lines caused by delays in the delivery of components by third parties.

3. The Seller's total compensatory liability under any title related to the execution of a given order is limited to the equivalent of 100% of the net value of that specific order.
4. Pursuant to Article 558 § 1 of the Polish Civil Code, the Parties exclude the Seller's liability under the statutory warranty (*rękojmia*). Liability for equipment defects is regulated on clear and partnership terms contained in the Seller's General Terms and Conditions of Warranty ("**GTCW**" / "**OWG**"), which constitute an appendix to the offer.

#### **§ 7. Final Provisions**

1. In matters not regulated by this GTC, the provisions of the Polish Civil Code shall apply.
2. Any disputes arising from the execution of orders shall be resolved amicably through negotiations in the first instance, and in the absence of an agreement – by the common court having local jurisdiction over the registered office of the Seller.