

## GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

3DGence Sp. z o.o. | Bojkowska 92, 44-141 Gliwice, Poland | KRS: 0000265431 | VAT-EU: PL6330009438 | REGON: 271077426

*English translation for information purposes. The Polish-language version of these General Terms and Conditions of Purchase (GTCP) is the sole binding version; in the event of any discrepancy, the Polish version prevails.*

These General Terms and Conditions of Purchase form an integral part of every order for goods placed by 3DGence sp. z o.o., hereinafter referred to as the Buyer.

### Definitions

- 1. GTCP, Purchase Terms** – means these General Terms and Conditions of Purchase.
- 2. Buyer** – means the company 3DGence Sp. z o.o. with its registered office in Gliwice (44-141), ul. Bojkowska 92, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000265431, tax identification number NIP: 6330009438, REGON: 271077426.
- 3. Supplier** – means an entity which has concluded an Agreement with the Buyer and has accepted an order placed by the Buyer, to be performed in accordance with the terms of these GTCP and the Order.
- 4. Goods, Subject of the Order** – means the goods or services purchased by the Buyer under an agreement concluded with the Supplier.
- 5. Order** – means an order placed by the Buyer and accepted for performance by the Supplier on the terms resulting from these GTCP, the subject of which is the purchase of Goods.
- 6. Agreement** – means an agreement concluded between the Buyer and the Supplier for the purchase of Goods. The Agreement is concluded at the moment the Supplier accepts the Order for performance. The detailed terms of the transaction are governed by the content of the Order, these provisions of the GTCP, a separate agreement or other arrangements made between the parties by e-mail.
- 7. Parties** – means the Buyer and the Supplier.
- 8. Design Parts** – parts manufactured to the Buyer's order on the basis of documentation provided by the Buyer (drawings, specifications, packing sheets). Commissioning the manufacture of parts on the basis of the Buyer's design documentation does not transfer to the Supplier any economic copyright to the documentation provided or to any other materials made available to the Supplier.
- 9. Data Controller** – means an entity which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- 10. Processor** – means an entity which processes personal data on behalf of the Controller and in accordance with its instructions.
- 11. Personal Data** – personal data means any information relating to an identified or identifiable natural person (the "data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification

number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- 12. Defect** – a fault, legal defect or physical defect of the Goods which reduces the usefulness of all or part of the Goods.
- 13. Annexes** – the documents attached to the GTCP, the content of which forms an integral part of this document.
- 14. Group** – the MS Galleon GmbH group of companies to which the Buyer belongs.
- 15. KYC Procedure** – the Counterparty Verification Procedure (Know Your Client) in force within the Group, setting out the rules for verifying counterparties before entering into cooperation and in the course of such cooperation.
- 16. Verification** – the process of obtaining and assessing information concerning the Supplier, its legal status, ownership structure, financial standing, operational reliability and the subject of the Transaction, carried out by the Buyer or on its instructions in accordance with the KYC Procedure, including by means of public registers, business intelligence agencies, sanctions lists and a dedicated IT system.
- 17. Sanctions** – restrictive measures imposed, among others, by the Republic of Poland, the United Nations, the European Union and its Member States, the United Kingdom and the United States of America, in particular those arising from the Polish Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security, Council Regulation (EU) No 833/2014 and Council Regulation (EC) No 765/2006.
- 18. Sanctions Lists** – lists of persons and entities subject to Sanctions, including the lists maintained by the Polish minister competent for internal affairs, the European Union, the UN and OFAC (Office of Foreign Assets Control).
- 19. Related Entity** – members of the managing or supervisory bodies or commercial proxies (prokurenci) of the Supplier, an entity related to the Supplier by capital, directly or indirectly (including members of the managing or supervisory bodies or commercial proxies of such entity), an entity exercising, directly or indirectly, control over the Supplier, and every Ultimate Beneficial Owner of the Supplier.
- 20. Ultimate Beneficial Owner (UBO)** – any natural person exercising, directly or indirectly, control over the Supplier by virtue of powers arising from legal or factual circumstances enabling that person to exert a decisive influence on the acts or activities undertaken by the Supplier, within the meaning of the provisions on counteracting money laundering and terrorist financing.
- 21. Red Alert** – a warning signal identified in the course of Verification indicating factors of increased risk associated with the intended Order or Agreement (in particular in the area of Sanctions, high-risk connections, criminality, insolvency, lack of VAT taxpayer status or suspension of business activity).
- 22. Green Alert** – confirmation established in the course of Verification that there are no obstacles to placing an Order with, or concluding an Agreement with, the Supplier.

- 23. White List** – the register of entities registered as VAT taxpayers, maintained by the Head of the Polish National Revenue Administration, enabling verification of the Supplier's VAT status and of its business bank account.
- 24. Sanctions Declaration** – a declaration made by the Supplier on the template constituting Annex 1 to the GTCP.
- 25. Bank Account Declaration** – a declaration made by the Supplier on the template constituting Annex 1 to the GTCP.

## **§ 1 GENERAL PROVISIONS**

1. By accepting an Order, the Supplier undertakes to deliver the Goods and transfer title to them to the Buyer in accordance with the Order, the Agreement and these GTCP, and the Buyer undertakes to pay the price.
2. The Agreement between the Parties is concluded at the moment the Supplier confirms to the Buyer that the Order has been accepted for performance.
3. In the event of any inconsistency between the provisions of the Agreement or the Order and these GTCP, the provisions of the Agreement and the Order shall prevail for the Parties.
4. In order to confirm acceptance of the GTCP, the Supplier is obliged to sign the GTCP in accordance with its rules of representation and to return two signed counterparts to the Buyer's registered office, together with a completed and signed Annex 1 to the GTCP.
5. The Buyer is entitled to amend the Purchase Terms. The Buyer shall give 30 days' notice of any amendment to the Purchase Terms. A Supplier which accepts the amended Purchase Terms is obliged to sign the document in accordance with its rules of representation and to return two signed counterparts to the Buyer's registered office.
6. The placing of an Order and the conclusion of an Agreement are preceded by Verification of the Supplier carried out in accordance with the KYC Procedure, on the terms set out in § 2A of the GTCP. The Buyer is entitled to refuse to place an Order, refuse to conclude an Agreement, suspend its performance or withdraw from it if the result of Verification is negative (Red Alert) and the identified risk is not clarified or removed. The Supplier shall have no claims whatsoever against the Buyer on that account, in particular no claims for damages.
7. Acceptance of the GTCP is equivalent to the Supplier making the representations and undertakings referred to in § 2B of the GTCP and to their being maintained throughout the term of the Agreement and the performance of Orders.

## **§ 2 ORDER**

1. The Buyer's Order should be sent by e-mail or in writing.
2. The Supplier accepts the Order for performance on the day on which it confirms acceptance of the Order in writing or by e-mail and promptly notifies the Buyer thereof in writing or electronically. Each Order shall be given a number by the Buyer.

3. The Supplier is obliged to deliver the Goods in the quantity specified in the Order, manufactured in accordance with the content of the Order, the applicable standards and regulations and the technical conditions indicated by the Buyer in the Order.
4. If the Supplier accepts the Buyer's Order for performance, it shall be performed in accordance with the Purchase Terms. The Order may not be performed on terms other than those set out in the Purchase Terms unless the Parties expressly agree otherwise in the Agreement or the Order.
5. The Buyer may cancel an Order within one business day of receiving the Supplier's notice that the Order has been accepted for performance.
6. Any amendment, cancellation or rejection of an Order by either Party requires express notice given in writing or electronically.
7. Each Order must contain the following information:
  - 1) the subject of the order,
  - 2) the date and place of delivery,
  - 3) the price.
8. The Supplier may deliver the Subject of the Order with parameters other than those specified in the Order only after obtaining the Buyer's prior written consent. Delivery of a subject of purchase other than that specified in the Order is equivalent to non-performance of the Agreement. In such a case the Buyer is entitled to withdraw from the Agreement and to demand a contractual penalty in an amount equal to the value of the unperformed Order. The contractual penalty shall be payable within 14 days of the date on which the payment demand is served on the Supplier.
9. The Supplier is obliged to deliver the Subject of the Order in a manner and packaging appropriate to the properties of the Subject of the Order. The Supplier is liable for any damage to, or reduction in the value of, the purchased Subject of the Order arising during transport and/or storage and resulting directly from the use of unsuitable, defective or incomplete packaging.

#### **§ 2A VERIFICATION OF THE SUPPLIER (KYC)**

1. Before the first Order is placed, before an Agreement is concluded, and also before a non-disclosure agreement (NDA) is concluded, the Supplier is obliged to provide the Buyer, at the Buyer's request and in written or electronic form, with:
  - a) its business name, registered office address and address for service,
  - b) its number in the register of entrepreneurs (KRS, CEIDG or a foreign equivalent) together with a current extract or printout from that register,
  - c) its NIP and REGON numbers or their equivalents under the law applicable to the Supplier and, in the case of entities from the European Union, its EU VAT number,
  - d) details of the Ultimate Beneficial Owner (full name, nationality, country of residence) and information on the ownership structure and the parent entity,
  - e) the Sanctions Declaration (Annex 1 to the GTCP), signed in accordance with the rules of representation,

- f) the Bank Account Declaration (Annex 1 to the GTCP), signed in accordance with the rules of representation and, in the case of Suppliers not listed on the White List and foreign Suppliers, additionally a bank certificate confirming the account held or a screenshot showing the account holder's name and the account number,
  - g) information on the country of origin of the Goods and on the countries through which the supply chain runs.
2. The Buyer is entitled to carry out Verification of the Supplier on its own, including checking the Supplier, its Related Entities and Ultimate Beneficial Owners in public registers (in particular the KRS, CEIDG, CRBR, the National Register of Debtors, the White List and VIES), on the Sanctions Lists, with business intelligence agencies and in publicly available sources of information, as well as to commission the Verification to another entity from the Group or to a specialised service provider.
  3. The Supplier is obliged to update the data provided at least once a year and, in addition, each time at the Buyer's request – within 7 days of receipt of the request.
  4. The Supplier is obliged to inform the Buyer, no later than within 3 business days of the occurrence of the event, of:
    - a) any change of its business name, registered office, legal form, ownership structure or Ultimate Beneficial Owner,
    - b) any change of its bank account number,
    - c) the Supplier or its Related Entity becoming subject to Sanctions, or the commencement of proceedings with a view to imposing Sanctions on them,
    - d) the filing of a bankruptcy petition, the opening of restructuring proceedings, the commencement of enforcement proceedings, or entry in the National Register of Debtors,
    - e) the suspension or cessation of its business activity,
    - f) removal from the register of VAT taxpayers or loss of active VAT taxpayer status.
  5. Failure to provide the data and documents referred to in paragraph 1, the provision of untrue or incomplete data, as well as failure to comply with the updating or notification obligation, entitles the Buyer to suspend performance of the Order, suspend payment, refuse to place further Orders and withdraw from the Agreement within 30 days of the date on which it becomes aware of the breach.
  6. Suspension of performance of an Order or of payment under this paragraph does not constitute delay or default on the part of the Buyer and does not give rise to any right of the Supplier to interest, contractual penalties or damages. Performance deadlines shall be extended accordingly by the period of suspension.
  7. The Buyer shall retain the documentation gathered in the course of Verification for a period of 7 financial years counted from the date of performance of the last Transaction or termination of the Agreement and, if court, administrative or inspection proceedings are pending, until those proceedings are finally concluded.

## **§ 2B SANCTIONS REPRESENTATIONS AND UNDERTAKINGS**

1. The Supplier represents and warrants that, as at the date of acceptance of the Order for performance and throughout the period of cooperation between the Parties:
  - a) it complies and will comply with the applicable provisions of international and national law and other applicable regulations, including in particular the provisions on counteracting corruption, money laundering and terrorist financing and the sanctions provisions imposed, among others, by Poland, the UN, the European Union and its Member States and the United States of America,
  - b) neither the Supplier nor its Related Entities are subject to Sanctions and there are no circumstances which would justify making them subject to Sanctions,
  - c) the subject of the cooperation with the Company is not any goods covered by Sanctions, and neither the purpose nor the effect of such cooperation is the circumvention of any Sanctions,
  - d) the Goods it sells do not originate from the Russian Federation or the Republic of Belarus, and the supply chain does not include any entities subject to Sanctions,
  - e) it does not support, directly or indirectly, (i) the aggression of the Russian Federation against Ukraine that began on 24 February 2022, or (ii) serious human rights violations or repression of civil society and the democratic opposition, nor does it conduct activity constituting another serious threat to democracy or the rule of law in the Russian Federation or in Belarus, and nor is it an entity directly connected with persons or entities supporting such activities,
  - f) it warrants that its Goods, as well as the consideration received from the Buyer, will not be sold, transferred or otherwise conveyed under any title to an entity acting as an intermediary in cooperation with the Russian Federation or Belarus,
  - g) entering into cooperation with the Buyer does not serve, directly or indirectly, the financing of terrorism, money laundering or any other unlawful activity, including the circumvention of international sanctions,
  - h) it conducts its business in a manner consistent with the principles of business ethics and this will not change during the period of cooperation between the Parties.
2. At the Buyer's request, the Supplier shall provide information and documents enabling the origin of the Goods to be established.
3. If any of the representations referred to in paragraph 1 ceases to be up to date or true, the Supplier is obliged to inform the Buyer thereof promptly, and no later than within 3 business days, in writing or electronically, and to take all necessary steps to ensure continued compliance with the obligations and prohibitions arising from Sanctions.
4. Each Party is entitled to terminate the Agreement with immediate effect in the event of a breach of any of the warranties set out in paragraph 1. This right may be exercised within 30 days of the date on which the Party becomes aware of the breach. The Supplier is aware that making an untrue declaration may give rise to criminal and civil liability, including liability for damages, on general principles.

5. The Buyer shall not be liable for non-performance or improper performance of its contractual obligations, including for the suspension of payment or of acceptance of the Goods, where this results from the obligation to comply with Sanctions or from decisions of the competent authorities.

### **§ 3 REMUNERATION**

1. For the performance of the Order, the Buyer shall pay the Supplier the remuneration specified in the Order.
2. The prices set out in the Order are binding on the Parties. The prices include all taxes (except VAT), margins and any other costs incurred by the Supplier in connection with the performance of the Order, including the cost of delivery to the place indicated by the Buyer.
3. Correctly issued invoices shall be payable within 30 days of the invoice date, unless the Parties agree another payment date. The invoice should be marked with the Order number. The Supplier shall issue the invoice within 3 days of the date of delivery of the Goods. The Buyer is entitled to withhold payment if the Goods delivered by the Supplier do not meet the requirements set out in the Order. In such a case the Supplier shall not be entitled to demand interest or damages. Payment shall be made exclusively to the bank account indicated in the Bank Account Declaration (Annex 1 to the GTCP), which must correspond to the account shown on the invoice and – in the case of domestic Suppliers – must appear in the register of VAT taxpayers (White List) as at the date on which the transfer is ordered.
4. Payment of the remuneration to the Supplier means solely that the Supplier has delivered the ordered Goods to the Buyer.
5. The Buyer is entitled to withhold payment until the matter is clarified if: (a) the bank account indicated on the invoice does not appear on the White List, (b) the account holder is other than the Supplier, (c) the Supplier or its Related Entity has become subject to Sanctions or has been placed on a Sanctions List, (d) the Supplier has failed to submit or update the Sanctions Declaration or the Bank Account Declaration, (e) the Verification has resulted in a Red Alert. Withholding payment in the above cases does not constitute delay on the part of the Buyer, and the Supplier shall not be entitled to interest or damages.
6. In the event of a change of its bank account number, the Supplier undertakes to inform the Buyer promptly of the new bank account number in writing, by submitting a new Bank Account Declaration signed in accordance with the Supplier's rules of representation, failing which the Supplier shall bear the adverse consequences.

### **§ 4 QUALITY CONTROL, DESIGN PARTS**

1. Where an Order is placed which is to be performed on the basis of Design Parts provided by the Buyer, the Supplier is obliged, at the Buyer's request, to submit its internal quality assurance procedure specifying which quality assurance programmes the Supplier applies and which quality examinations and tests it carries out.
2. For the purpose of carrying out quality control before an Order is placed, the Buyer or an employee authorised by the Buyer shall be entitled to carry out quality control and verification of the Supplier's quality system (hereinafter the Audit) on the following terms:



- a) the first Audit may be carried out before an Order is placed / an Agreement is signed,
  - b) a further Audit by the Buyer may be carried out in the event of a complaint concerning defectively manufactured parts.
3. Notice of the intention to carry out an Audit should be given to the Supplier by e-mail no later than 7 days before it is conducted.
4. Throughout the period of cooperation, the Supplier undertakes to organise and maintain production, inspection and testing equipment and formal procedures which guarantee the appropriate quality of the Goods supplied and their compliance with the technical conditions, the Buyer's specific requirements and the applicable provisions of law.

## **§ 5 ACCEPTANCE, DELIVERY**

1. All Orders shall be performed in accordance with Incoterms DAP (as set out in the latest edition published by the International Chamber of Commerce) and unloaded at the final place of delivery indicated by the Buyer.
2. Delivery and acceptance:
- a) The Supplier shall pack the Goods so that they are not damaged during transport and handling. If the Buyer so requests, the Supplier shall remove all packaging after delivery has been made. If, at the place of delivery, the Supplier requires assistance, lifting equipment or the Buyer's personnel, the Buyer must be notified at least 24 hours in advance and the Supplier shall bear all risk in this respect.
  - b) Packaging materials and methods shall be selected by the Supplier so as to minimise the cost of use and to meet the following requirements: protection, storage, recyclability, energy efficiency and degradability.
  - c) The Supplier shall arrange transport of the Subject of the Order to the place of Delivery in such a way as to avoid damage to the Subject of the Order and difficulties in unloading it at the Buyer's place of delivery.
  - d) The delivery dates agreed in the Order shall be final. Each day of delay entitles the Buyer to charge a contractual penalty of 1% of the value of the Order. If the Order is not performed within 14 days, the Buyer is entitled to cancel the Order, which shall be equivalent to withdrawal from the agreement, and to demand that the Supplier pay a contractual penalty of 14% of the value of the Order. The contractual penalty shall be payable within 14 days counted from the date on which the payment demand is served on the Supplier. The Buyer is entitled to set off the contractual penalty against the remuneration due to the Supplier, and shall give notice of its decision to set off the contractual penalty no later than 7 days before payment of the invoice for the Order.
3. On acceptance of the Subject of the Order, the Buyer is entitled to carry out a quantitative examination and a qualitative inspection.
4. In the event of irregularities, the Buyer is entitled to report them within 30 days of the date of Delivery (hereinafter the Notification). Irregularities include:
- a) shortages in the quantity of goods and/or Services;



- b) quality defects of the Subject of the Order arising from transport damage which is not visible to the carrier,
  - c) visible quality defects not arising from transport damage.
5. The Supplier is obliged to consider the Notification received within 2 business days. Failure by the Supplier to respond within that period shall be deemed acceptance of the Notification.
6. If shortages in the quantity of the Subject of the Order are detected, the Buyer has the right, at its option, to:
- a) return the Goods and withdraw from the Agreement;
  - b) refuse to accept the Goods in their entirety and demand that all Goods be re-delivered within 5 business days of consideration of the Notification,
  - c) withdraw from the Agreement in the part covering the missing Goods,
  - d) demand delivery of the missing Goods within 5 business days of consideration of the Notification, without prejudice to the rights arising from the Supplier's delay referred to in paragraph 2(d) above.
7. If quality defects of the Subject of the Order are detected, the Buyer has the right to:
- a) refuse to accept the Goods in their entirety and withdraw from the Agreement,
  - b) withdraw from the Agreement in the part in which the Goods are affected by quality defects;
  - c) demand replacement of the Goods with new Goods free from defects within 7 days of consideration of the Notification, without prejudice to the rights arising from the Supplier's delay referred to in paragraph 2(d) above.
  - d) demand repair of the Goods within 5 business days of consideration of the Notification, without prejudice to the rights arising from the Supplier's delay referred to in paragraph 2(d) above.
8. All costs arising from the irregularities referred to in paragraph 4 above (in particular the costs of returning defective Goods, as well as the costs of delivering repaired Goods and Goods free from defects) shall be borne by the Supplier.
9. Unless otherwise agreed, title to the Subject of the Order passes unconditionally to the Buyer at the moment of Delivery.
10. The Supplier shall provide the Buyer, within the agreed deadlines but no later than at the moment of delivery, with all documentation relating to the Subject of the Order, including – at the Buyer's request – documents confirming the origin of the Goods (certificate of origin, supplier's declaration) necessary to demonstrate compliance with the sanctions provisions.

#### **§ 6 STATUTORY WARRANTY FOR DEFECTS, LIABILITY**

1. The Supplier grants the Buyer a statutory warranty for defects (rękojmia) in respect of the Goods ordered. The Supplier is liable for all defects of the Goods, including any lack of conformity of the goods with the agreement, even if it becomes apparent after the goods have been released to the Buyer.

2. If defects of the Goods are detected, the Buyer is obliged to submit a written or e-mail complaint to the Supplier within 14 days of the date on which the defects were detected.
3. The Supplier is obliged to consider the complaint within 14 days of receiving it. Failure by the Supplier to respond within the period referred to above shall be deemed acceptance of the complaint as justified.
4. If Defects of the Goods become apparent, the Buyer may demand, at its option, replacement of the goods complained of with goods conforming to the agreement, repair of the goods not conforming to the agreement, or may withdraw from the agreement within 30 days of the date on which the lack of conformity of the goods was detected. Where a demand is made for replacement of the goods with conforming goods or for repair of the goods, the Supplier is obliged to perform this obligation promptly, but no later than within 3 days of the Buyer's demand. Failure by the Supplier to meet this deadline entitles the Buyer to charge a contractual penalty of PLN 400 for each day of delay, but no more than PLN 5,600. If the delay exceeds 14 days, the Buyer is entitled to withdraw from the agreement. In the event of withdrawal from the Agreement, the Buyer is entitled to charge a contractual penalty of PLN 10,000.
5. In the event of delay by the Supplier in performing for the Buyer the obligations arising from a complaint submitted, in order to safeguard the continuity of production of the Buyer or of the entity for whose needs the Buyer placed the order (hereinafter the Recipient), the Buyer reserves the right to have the batch of Goods complained of repaired or purchased in replacement from another Supplier, charging the Supplier with the costs incurred in connection with those actions.
6. Suppliers assume full liability for the adverse consequences of their acts or omissions in relation to quality, safety and the environment, and act accordingly both towards the Buyer and towards any third parties.
7. If the Supplier is entitled to subcontract all or part of its obligations to third parties, such subcontracting shall be carried out at their sole cost and sole responsibility. The Supplier shall inform all subcontractors of the provisions of these GTCP and of the provisions of the Order, and shall provide them with all information concerning the Buyer's requirements, whereby the Buyer reserves the right to reject any of the Supplier's subcontractors which do not meet those conditions.

#### **§ 7 LIABILITY FOR DAMAGES**

Irrespective of the contractual penalties stipulated, the Buyer is entitled to claim damages exceeding the value of the contractual penalty stipulated.

#### **§ 8 INTELLECTUAL PROPERTY RIGHTS**

The Supplier warrants that the Goods or Services purchased from it will not exceed or infringe any trademarks, patents, copyrights or other third-party rights. The Supplier indemnifies and holds the Buyer harmless from civil liability for any actions or claims, losses and costs arising from any infringement of intellectual property rights. The Supplier shall, at its own cost or at the Buyer's request, release the Buyer from any claims, proceedings and litigation.

## **§ 9 TERMINATION WITH IMMEDIATE EFFECT**

1. The Buyer is entitled to cancel an Order with immediate effect, without any further obligation or liability, if it has sufficient grounds to consider that the Supplier will not be able to perform its obligations properly.
2. The Buyer is entitled to cancel an Order, withdraw from the Agreement or terminate it with immediate effect, without any obligation to pay damages to the Supplier, in particular where:
  - a) the Supplier, its Related Entity or Ultimate Beneficial Owner becomes subject to Sanctions or is placed on a Sanctions List,
  - b) a Red Alert is identified in the course of Verification in the area of Sanctions, high-risk connections or criminality, and the identified risk is not clarified,
  - c) the Supplier refuses to provide or update the data and documents referred to in § 2A of the GTCP, or provides untrue data,
  - d) a bankruptcy petition is filed against the Supplier, restructuring proceedings are opened, or the Supplier is disclosed in the National Register of Debtors,
  - e) the Supplier suspends or ceases its business activity,
  - f) the Supplier loses its active VAT taxpayer status or is removed from the White List, and this circumstance is not clarified within 14 days.
3. The Buyer may exercise the rights referred to in paragraph 2 within 30 days of the date on which it becomes aware of the occurrence of the circumstance constituting their basis.

## **§ 10 FORCE MAJEURE**

The parties to the agreement shall not be liable for non-performance or improper performance of the obligations arising from this Agreement to the extent that this is caused by the occurrence of events bearing the characteristics of “force majeure”. The Party affected by force majeure is obliged to notify the other party of that fact within 7 days of the date on which the event occurred, failing which it loses the rights arising from the occurrence of force majeure. The deadline for performance of the obligation shall be extended by the period during which the force majeure event continues.

## **§ 11 CONFIDENTIALITY CLAUSE**

1. In connection with the Parties’ intention to enter into cooperation, each Party may gain access to the other Party’s confidential information, which information the Parties intend to protect in the manner set out below. The conclusion of a non-disclosure agreement (NDA) is preceded by Verification of the Supplier in accordance with § 2A of the GTCP.
2. Where, in order to achieve the purposes for which confidential information is made available, it is necessary to further disclose it to third parties, the receiving Party shall be entitled to make such disclosure provided that it obtains from the third party an undertaking to keep the information confidential to at least the same extent as under this paragraph.
3. Confidential information means all information in any form: oral, written, graphic or contained on electronic media, disclosed by the Parties and relating to the business conducted by them, and in particular:

- a) know-how, designs, specifications, documents and all technical, technological, financial, marketing and sales data relating to the other Party or obtained from the other Party – irrespective of the form in which that information is communicated and of its source;
- b) information constituting a business secret within the meaning of the provisions on combating unfair competition;
- c) any other information relating to the Parties which has not been made public and which is obtained now or in the future in connection with the cooperation;
- d) personal and economic data of the Parties' employees, intentions, objectives, plans and internal conditions, and the personal, economic and legal data of the Parties;
- e) any other data which, for whatever reason, is stored or processed by the Parties.

4. The Parties undertake to keep confidential information confidential, and in particular to:

- a) treat confidential information obtained in the course of and in connection with the cooperation in accordance with its confidential nature and use it solely for the purposes specified and agreed by the Parties;
- b) take all necessary steps to ensure that none of the persons receiving the information discloses that information, or its source, in whole or in part, to third parties,
- c) protect confidential information at least in the same manner and to the same extent as the Party protects its own information of that type, in particular to protect confidential information against theft, destruction, loss or unauthorised access by third parties;
- d) disclose confidential information only to those employees whose duties arising from the cooperation between the Parties require such knowledge;
- e) not disclose confidential information to third parties, in any way, directly or indirectly, without the prior written consent of the other Party in each case, unless the obligation to disclose it arises from mandatory provisions of law, of which the Party concerned is obliged to notify the other Party in each case before making such disclosure,
- f) ensure that all persons to whom it discloses confidential information when complying with the disclosure obligation referred to in point (e) are aware of its confidential nature before it is disclosed;
- g) not use confidential information in order to conduct business activity competing with that of the other Party;

5. The Parties' obligations under paragraph 1 also apply to the Parties' employees, subcontractors, consultants, representatives and counterparties and to other persons having access to confidential information provided to the other Party in connection with the performance of the Agreement.

6. The provisions of this Agreement shall not apply to information obtained from the other Party which:

- a) is public in nature or became public information after the conclusion of this Agreement, but through no fault or involvement of the Parties;

- b) was, in whole or in part, in the lawful possession of the Parties before the conclusion of this Agreement and was not subject to any confidentiality obligation;
  - c) came into the possession of the Parties through third parties having a lawful basis for holding that information and not bound by any obligation to keep the information confidential.
7. The obligation to keep Confidential Information confidential remains in force for a period of 36 months from the date of termination or expiry of the Agreement.
8. It shall not constitute a breach of the confidentiality obligation to make available information and documents concerning the Supplier obtained in the course of Verification to: (a) companies from the Group, (b) the entity to which the Buyer has entrusted the performance of Counterparty Verification activities, (c) providers of IT systems and business intelligence agencies used in the Verification process, (d) legal advisers, auditors and statutory auditors, (e) the competent state authorities – to the extent necessary to fulfil the obligations arising from the provisions of law and from the KYC Procedure.

## **§ 12 DISPUTES**

The Parties declare their willingness to settle amicably any disputes arising from the performance of this agreement and, if no agreement is reached, the dispute shall be submitted for resolution to the common court having jurisdiction over the Buyer's registered office.

## **§ 13 ASSIGNMENT OF RECEIVABLES**

The Supplier may not, without the Buyer's prior written consent, transfer to a third party all or part of the receivables due to it from the Buyer.

## **§ 14 GOVERNING LAW**

1. The law exclusively applicable to these GTCP, as well as to the Orders and Agreements concluded between the Buyer and the Supplier on the basis of these GTCP, is Polish law. The application of the conflict-of-laws rules of private international law is excluded.
2. In matters not governed by these GTCP, the provisions of the Polish Civil Code shall apply.

## **§ 15 PERSONAL DATA**

1. For performance purposes, the Supplier and the Buyer provide each other with the personal data of their employees.
2. The Supplier undertakes to provide its employees with the following information:
  - 1) The Controller of your Personal Data is 3DGence Sp. z o.o. with its registered office in Gliwice (44-141), ul. Bojkowska 92, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000265431, tax identification number NIP: 6330009438, REGON: 271077426.
  - 2) The Controller will process the following personal data concerning you: employee data, associate data (full name, e-mail address, business telephone number and e-mail address), and also – to the extent necessary to carry out Counterparty Verification – the data of persons representing the Supplier, members of its governing bodies, commercial proxies and Ultimate

Beneficial Owners (full name, position, nationality, country of residence, information obtained from public registers, Sanctions Lists and business intelligence agencies).

- 3) The above personal data was provided to 3DGence sp. z o.o. in connection with the cooperation established with the Supplier.
- 4) The personal data will be processed on the basis of:
  - a) Article 6(1)(f) of the General Data Protection Regulation, i.e. processing is necessary for the purposes of the legitimate interests pursued by the Controller, in this case for the purpose of performing the provisions of the Agreement referred to in point 3 above.
  - b) Article 6(1)(c) of the General Data Protection Regulation, i.e. in order to comply with the legal obligations to which the Controller is subject, arising in particular from the provisions on counteracting support for aggression against Ukraine, the sanctions provisions of the European Union and the provisions on counteracting money laundering and terrorist financing,
  - c) Article 6(1)(f) of the General Data Protection Regulation – in connection with the Controller's legitimate interest consisting in limiting commercial, sanctions and reputational risk through Counterparty Verification in accordance with the KYC Procedure.
- 5) If you consider that the processing of personal data infringes the provisions of the General Data Protection Regulation, you have the right to lodge a complaint with the President of the Personal Data Protection Office (PUODO).
- 6) The personal data will not be transferred to a third country, nor will the Controller take decisions in an automated manner on the basis of that data. The personal data will be transferred to other entities, but only where this is necessary for the performance of the Agreement referred to in point 3 above or for carrying out Counterparty Verification; the recipients of the data may in particular be companies from the Group, the entity entrusted with the performance of Counterparty Verification activities, providers of IT systems and business intelligence agencies.
- 7) The personal data will be processed for the term of the Agreement, and for longer only where the provisions of law so require. In addition, 3DGence sp. z o.o. may retain personal data for the purposes of establishing, pursuing or defending against claims for the limitation period applicable to those claims. The documentation gathered in the course of Counterparty Verification is retained for a period of 7 financial years from the date of performance of the last Transaction or termination of the Agreement.
- 8) In connection with the processing of personal data, the data subject has the right to:
  - a) access to the personal data
  - b) rectification and amendment of the personal data
  - c) request that the processing of the personal data cease
  - d) object to the processing of the personal data
  - e) request erasure of the personal data

f) restriction of the processing of the personal data

g) portability of the personal data.

9) The above rights may be exercised by sending an e-mail to: [administracja@3dgence.com](mailto:administracja@3dgence.com)

#### **§ 16 FINAL PROVISIONS**

1. Any amendments to these General Terms and Conditions of Purchase require written form, failing which they shall be invalid.
2. On behalf of the Supplier, I confirm acceptance of the order for performance on the terms set out above.
3. The following forms an integral part of the GTCP: Annex 1 – Counterparty Verification Form.
4. In matters not governed by the GTCP, the Buyer's KYC Procedure in force shall apply to the rules for Verification of the Supplier. In the event of any conflict between the GTCP and mandatory sanctions provisions, those provisions shall prevail.



**Annex 1 to the GTCP – Counterparty Verification Form**

|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
|                                                                                                                                        |                                                         | <b>Invoice address:</b><br>3DGence Sp. z o.o.<br>Ul. Bojkowska 92<br>44-141 Gliwice<br>NIP/VAT ID: 6330009438 |                                                 | <b>Shipping address:</b><br>3DGence Sp. z o.o.<br>Ul. Bojkowska 92<br>44-141 Gliwice |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <b>FORMULARZ DANYCH I WERYFIKACJI KONTRAHENTA</b><br><b>COUNTERPARTY DATA AND VERIFICATION FORM</b>                                                                                                                     |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| W celu wprowadzenia danych Twojej firmy do naszego systemu oraz przeprowadzenia weryfikacji kontrahenta prosimy o wypełnienie Części A, B i C.                                                                          |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| In order to enter your company's data into our system and to carry out counterparty verification, please complete Parts A, B and C.                                                                                     |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <b>CZĘŚĆ A – DANE KONTRAHENTA / PART A – COUNTERPARTY DATA</b>                                                                                                                                                          |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| NAZWA FIRMY/ COMPANY'S NAME                                                                                                                                                                                             |                                                         |                                                                                                               | NIP/VAT NUMBER                                  |                                                                                      |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| REGON / EQUIVALENT                                                                                                                                                                                                      | NUMER W REJESTRZE PRZEDSIĘBIORCÓW/ COMPANY REGISTER No. |                                                                                                               | SĄD / ORGAN REJESTROWY / REGISTRATION AUTHORITY |                                                                                      |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| BENEFICJENT RZECZYWISTY – IMIĘ I NAZWISKO/ ULTIMATE BENEFICIAL OWNER – FULL NAME                                                                                                                                        |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <b>ADRES SIEDZIBY / ADRES FAKTUROWANIA (REGISTERED OFFICE / INVOICE ADDRESS)</b>                                                                                                                                        |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| ULICA/STREET                                                                                                                                                                                                            |                                                         |                                                                                                               |                                                 |                                                                                      | KOD POCZT./ZIP CODE |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| MIASTO/CITY                                                                                                                                                                                                             |                                                         |                                                                                                               | KRAJ/COUNTRY                                    |                                                                                      |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <b>ADRES DOSTAWY/SHIPPING ADDRESS (IF DIFFERENT THAN BILLING ADDRESS)</b>                                                                                                                                               |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| NAZWA FIRMY/ COMPANY'S NAME                                                                                                                                                                                             |                                                         | ULICA/STREET                                                                                                  |                                                 |                                                                                      | KOD POCZT./ZIP CODE |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| MIASTO/CITY                                                                                                                                                                                                             |                                                         |                                                                                                               | KRAJ/COUNTRY                                    |                                                                                      |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <b>KONTAKT HANDLOWY/COMMERCIAL CONTACT</b>                                                                                                                                                                              |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| IMIĘ I NAZWISKO/FULL NAME                                                                                                                                                                                               |                                                         | E-MAIL                                                                                                        |                                                 | TELEFON/PHONE                                                                        |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <b>KONTAKT FINANSOWY/FINANCIAL CONTACT</b>                                                                                                                                                                              |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| IMIĘ I NAZWISKO/FULL NAME                                                                                                                                                                                               |                                                         | E-MAIL                                                                                                        |                                                 | TELEFON/PHONE                                                                        |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| <div style="border: 1px solid black; padding: 10px; background-color: #f0f0f0;"> <b>PROSIMY NIE WYPEŁNIAĆ TEJ CZĘŚCI, DO UŻYTKU WEWNĘTRZNEGO.</b><br/> <b>PLEASE DON'T FILL THIS PART IN, INTERNAL USE ONLY.</b> </div> |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| WARUNKI DOSTAWY (EXW, DAP...)                                                                                                                                                                                           |                                                         | RODZAJ TRANSPORTU                                                                                             |                                                 | TERMIN PŁATNOŚCI                                                                     |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |
| DATA WERYFIKACJI KYC                                                                                                                                                                                                    |                                                         | WYNIK (ALERT ZIELONY / CZERWONY)                                                                              |                                                 | PODPIS PRACOWNIKA DS. KYC                                                            |                     |
|                                                                                                                                                                                                                         |                                                         |                                                                                                               |                                                 |                                                                                      |                     |

## CZĘŚĆ B – OŚWIADCZENIE O POSIADANYM RACHUNKU BANKOWYM / PART B – BANK ACCOUNT STATEMENT

....., dnia ..... / place, date

**Dane Kontrahenta / Counterparty data:**.....  
.....

Kontrahent wskazuje następujący numer rachunku bankowego służącego do rozliczeń zobowiązań:

*The Counterparty indicates the following bank account number used for the settlement of liabilities:*

|                                                                |  |
|----------------------------------------------------------------|--|
| <b>Bank</b>                                                    |  |
| <b>(Waluta / Currency) numer rachunku /<br/>account number</b> |  |
| <b>SWIFT / BIC</b>                                             |  |

W przypadku zmiany numeru rachunku bankowego, Kontrahent zobowiązuje się do niezwłocznego poinformowania Spółki o nowym numerze rachunku bankowego w formie pisemnej pod rygorem ujemnych skutków dla Kontrahenta.

*Should the bank account number change, the Counterparty undertakes to notify the Company of the new bank account number in writing without delay, failing which the Counterparty bears the adverse consequences.**W przypadku Kontrahentów niewidniejących na tzw. Białej liście lub Kontrahentów zagranicznych dodatkowo wymagane jest zaświadczenie z banku o posiadanym numerze rachunku bankowego lub zrzut ekranu z widoczną nazwą Kontrahenta i numerem rachunku bankowego Kontrahenta.**For Counterparties not listed in the Polish VAT taxpayers register ("White List") or for foreign Counterparties, a bank certificate confirming the account number or a screenshot showing the Counterparty's name and account number is additionally required.*Za Kontrahenta / For the Counterparty: .....  
(podpisy osób reprezentujących Kontrahenta, data / signatures of the representatives, date)

## CZĘŚĆ C – OŚWIADCZENIE SANKCYJNE KONTRAHENTA / PART C – SANCTIONS DECLARATION

Niniejsze oświadczenie ma na celu weryfikację Kontrahenta w kontekście przestrzegania obowiązujących Sankcji (zdefiniowanych poniżej) i w konsekwencji podjęcie decyzji o rozpoczęciu/kontynuowaniu współpracy.

*Dane Kontrahenta – zgodnie z Częścią A niniejszego formularza (firma, siedziba, adres, sąd/organ rejestrowy, numer w rejestrze przedsiębiorców, NIP, beneficjent rzeczywisty).*

**Działając w imieniu Kontrahenta, oświadczam, że:**

1. Kontrahent ani żaden z Podmiotów powiązanych nie jest objęty jakimikolwiek Sankcjami;
2. Przedmiotem współpracy ze Spółką nie jest jakikolwiek towar objęty Sankcjami, a celem lub skutkiem takiej współpracy nie jest ominięcie jakichkolwiek Sankcji;
3. Kontrahent nie wspiera bezpośrednio lub pośrednio (i) agresji Federacji Rosyjskiej na Ukrainę rozpoczętej w dniu 24 lutego 2022 r. lub (ii) poważnych naruszeń praw człowieka lub represji wobec społeczeństwa obywatelskiego i opozycji demokratycznej lub których działalność stanowi inne poważne zagrożenie dla demokracji lub praworządności w Federacji Rosyjskiej lub na Białorusi;
4. Kontrahent, w szczególności ze względu na powiązania o charakterze osobistym, organizacyjnym, gospodarczym lub finansowym, nie jest podmiotem bezpośrednio związanym z osobami lub podmiotami, wspierającymi bezpośrednio lub pośrednio (i) agresję Federacji Rosyjskiej na Ukrainę rozpoczętą w dniu 24 lutego 2022 r. lub (ii) poważne naruszenia praw człowieka lub represje wobec społeczeństwa obywatelskiego i opozycji demokratycznej lub których działalność stanowi inne poważne zagrożenie dla demokracji lub praworządności w Federacji Rosyjskiej lub na Białorusi;
5. Według danych dostępnych Kontrahentowi i najlepszej wiedzy Kontrahenta, żaden z Podmiotów powiązanych nie wspiera bezpośrednio lub pośrednio działań, o których mowa w pkt 3 powyżej, i nie jest objęty Sankcjami;
6. Według danych dostępnych Kontrahentowi i najlepszej wiedzy Kontrahenta, żaden z Podmiotów powiązanych, w szczególności ze względu na powiązania o charakterze osobistym, organizacyjnym, gospodarczym lub finansowym, nie jest podmiotem bezpośrednio związanym z osobami lub podmiotami wspierającymi bezpośrednio lub pośrednio działania, o których mowa w pkt 3 powyżej;
7. Wobec Kontrahenta nie istnieje prawdopodobieństwo wykorzystania dysponowanych przez niego środków finansowych, funduszy lub zasobów gospodarczych w celach wspierających bezpośrednio lub pośrednio działania, o których mowa w pkt 3 powyżej;
8. Kontrahent gwarantuje, że jego towar lub świadczone przez niego usługi, a także świadczenie wzajemne otrzymane od Spółki, nie będą zbywane lub przekazywane albo przenoszone pod jakimkolwiek innym tytułem na rzecz podmiotu, który pośredniczy we współpracy z Federacją Rosyjską lub Białorusią;
9. Kontrahent zapewnia, że zbywane przez niego towary nie pochodzą z Federacji Rosyjskiej lub Białorusi;
10. Kontrahent zapewnia, że nawiązanie współpracy ze Spółką bezpośrednio lub pośrednio nie służy finansowaniu terroryzmu lub praniu pieniędzy oraz innym działaniom nielegalnym, w tym omijaniu sankcji międzynarodowych.

Jeżeli którekolwiek z powyższych oświadczeń jest nieaktualne lub nieprawdziwe, w tym miejscu Kontrahent powinien opisać niezgodność:

.....  
.....  
.....

W przypadku gdyby po złożeniu niniejszego oświadczenia którekolwiek z oświadczeń zawartych w niniejszym dokumencie stało się niezgodne ze stanem faktycznym, Kontrahent niezwłocznie zawiadomi pisemnie lub mailowo Spółkę o wystąpieniu takiej okoliczności oraz podejmie wszelkie niezbędne i właściwe kroki w celu zapewnienia dalszego przestrzegania wszelkich zobowiązań i zakazów wynikających z Sankcji.

**Kontrahent jest świadomy, że za złożenie nieprawdziwego oświadczenia grozi odpowiedzialność karna, cywilna w tym odszkodowawcza.**

.....  
Imię i nazwisko / Full name

.....  
Funkcja / Position

.....  
Miejscowość, data / Place, date

*Podpis Kontrahenta (zgodnie z reprezentacją)*

*Signature of the Counterparty (in accordance with the rules of representation)*

**DEFINICJE UŻYTE W OŚWIADCZENIU (CZĘŚĆ C) / DEFINITIONS**

Spółka – 3DGence Sp. z o.o. z siedzibą w Gliwicach (44-141) przy ulicy Bojkowskiej 92, wpisaną do Rejestru Przedsiębiorców Krajowego Rejestru Sądowego prowadzonego przez Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000265431, numer identyfikacji podatkowej NIP: 6330009438, REGON: 271077426.

Sankcje – środki ograniczające wprowadzone m.in. przez Organizację Narodów Zjednoczonych, Unię Europejską, państwa członkowskie Unii Europejskiej, Wielką Brytanię oraz Stany Zjednoczone, w szczególności w poniższych aktach prawnych: (i) Ustawa z dnia 13 kwietnia 2022 r. o szczególnych rozwiązaniach w zakresie przeciwdziałania wspieraniu agresji na Ukrainę oraz służących ochronie bezpieczeństwa narodowego (dalej jako Polska Ustawa); (ii) Rozporządzenie Rady (WE) nr 765/2006 z dnia 18 maja 2006 r. dotyczące środków ograniczających w związku z sytuacją na Białorusi i udziałem Białorusi w agresji Rosji wobec Ukrainy.

Podmiot powiązany – członkowie organów zarządzających, nadzorujących lub prokurenci Kontrahenta lub podmiot powiązany z Kontrahentem kapitałowo, bezpośrednio lub pośrednio (w tym również członkowie organów zarządzających, nadzorujących lub prokurenci takiego Podmiotu powiązanego), podmiot sprawujący (bezpośrednio lub pośrednio) kontrolę nad Kontrahentem lub jakkolwiek beneficjent rzeczywisty Kontrahenta.

Beneficjent rzeczywisty – każda osoba fizyczna sprawująca bezpośrednio lub pośrednio kontrolę nad klientem poprzez posiadane uprawnienia, które wynikają z okoliczności prawnych lub faktycznych, umożliwiające wywieranie decydującego wpływu na czynności lub działania podejmowane przez klienta, lub każda osoba fizyczna, w imieniu której są nawiązywane stosunki gospodarcze lub jest przeprowadzana transakcja okazjonalna, w tym: w przypadku osoby prawnej innej niż spółka, której papiery wartościowe są dopuszczone do obrotu na rynku regulowanym podlegającym wymogom ujawniania informacji wynikającym z przepisów prawa Unii Europejskiej lub odpowiadających im przepisów prawa państwa trzeciego:

- osobę fizyczną będącą udziałowcem lub akcjonariuszem, której przysługuje prawo własności więcej niż 25 % ogólnej liczby udziałów lub akcji tej osoby prawnej,
- osobę fizyczną dysponującą więcej niż 25 % ogólnej liczby głosów w organie stanowiącym tej osoby prawnej, także jako zastawnik albo użytkownik, lub na podstawie porozumień z innymi uprawnionymi do głosu,
- osobę fizyczną sprawującą kontrolę nad osobą prawną lub osobami prawnymi, którym łącznie przysługuje prawo własności więcej niż 25 % ogólnej liczby udziałów lub akcji, lub które łącznie dysponują więcej niż 25 % ogólnej liczby głosów w organie stanowiącym tej osoby prawnej, także jako zastawnik albo użytkownik, lub na podstawie porozumień z innymi uprawnionymi do głosu,
- osobę fizyczną sprawującą kontrolę nad osobą prawną poprzez posiadanie uprawnień, o których mowa w art. 3 ust. 1 pkt 37 ustawy z dnia 29 września 1994 r. o rachunkowości, lub
- osobę fizyczną zajmującą wyższe stanowisko kierownicze w przypadku udokumentowanego braku możliwości ustalenia lub wątpliwości co do tożsamości osób fizycznych określonych w tiret pierwszym–czwartym oraz w przypadku nie stwierdzenia podejrzenia prania pieniędzy lub finansowania terroryzmu.

**PART C – SANCTIONS DECLARATION / ENGLISH VERSION – FOR INFORMATION ONLY**

*The Polish version of this declaration prevails. This translation is provided for the convenience of foreign Counterparties only.*

**Acting on behalf of the Counterparty, I declare that:**

1. neither the Counterparty nor any Related Entity is subject to any Sanctions;
2. the subject of the cooperation with the Company is not any goods covered by Sanctions, and neither the purpose nor the effect of such cooperation is the circumvention of any Sanctions;
3. the Counterparty does not support, directly or indirectly, (i) the aggression of the Russian Federation against Ukraine that began on 24 February 2022, or (ii) serious human rights violations or repression of civil society and the democratic opposition, nor does it conduct activity constituting another serious threat to democracy or the rule of law in the Russian Federation or in Belarus;
4. the Counterparty, in particular by reason of personal, organisational, economic or financial links, is not an entity directly connected with persons or entities supporting, directly or indirectly, the activities referred to in point 3 above;
5. to the best of the Counterparty's knowledge and on the basis of the data available to it, no Related Entity supports, directly or indirectly, the activities referred to in point 3 above, and none is subject to Sanctions;
6. to the best of the Counterparty's knowledge and on the basis of the data available to it, no Related Entity, in particular by reason of personal, organisational, economic or financial links, is an entity directly connected with persons or entities supporting, directly or indirectly, the activities referred to in point 3 above;
7. there is no likelihood that the funds, financial resources or economic resources at the Counterparty's disposal will be used for purposes supporting, directly or indirectly, the activities referred to in point 3 above;
8. the Counterparty warrants that its goods or the services it provides, as well as the consideration received from the Company, will not be sold, transferred or otherwise conveyed under any title to an entity acting as an intermediary in cooperation with the Russian Federation or Belarus;
9. the Counterparty warrants that the goods it sells do not originate from the Russian Federation or Belarus;
10. the Counterparty warrants that entering into cooperation with the Company does not serve, directly or indirectly, the financing of terrorism or money laundering, or any other unlawful activity, including the circumvention of international sanctions.

If any of the above statements is out of date or untrue, the Counterparty should describe the discrepancy here:

.....  
.....

Should any of the statements contained in this document cease to correspond to the facts after it has been made, the Counterparty shall promptly notify the Company in writing or by e-mail of such circumstance and shall take all necessary and appropriate steps to ensure continued compliance with all obligations and prohibitions arising from Sanctions. The Counterparty is aware that making an untrue declaration may give rise to criminal and civil liability, including liability for damages.

.....  
Imię i nazwisko / Full name      Funkcja / Position      Miejscowość, data / Place, date

*Podpis Kontrahenta (zgodnie z reprezentacją)*

*Signature of the Counterparty (in accordance with the rules of representation)*

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**DEFINITIONS USED IN THE DECLARATION (PART C) / ENGLISH VERSION – FOR INFORMATION ONLY**

Company – 3DGence Sp. z o.o. with its registered office in Gliwice (44-141), ul. Bojkowska 92, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number 0000265431, tax identification number NIP: 6330009438, REGON: 271077426.

Sanctions – restrictive measures imposed, among others, by the United Nations, the European Union, the Member States of the European Union, the United Kingdom and the United States, in particular under the following legal acts: (i) the Act of 13 April 2022 on special measures to counteract support for aggression against Ukraine and to protect national security (hereinafter the Polish Act); (ii) Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine.

Related Entity – members of the managing or supervisory bodies or commercial proxies (prokurenci) of the Counterparty, or an entity related to the Counterparty by capital, directly or indirectly (including also members of the managing or supervisory bodies or commercial proxies of such Related Entity), an entity exercising (directly or indirectly) control over the Counterparty, or any ultimate beneficial owner of the Counterparty.

Ultimate beneficial owner – any natural person exercising, directly or indirectly, control over the client by virtue of the powers held, arising from legal or factual circumstances, enabling that person to exert a decisive influence on the acts or activities undertaken by the client, or any natural person on whose behalf business relations are established or an occasional transaction is carried out, including: in the case of a legal person other than a company whose securities are admitted to trading on a regulated market subject to disclosure requirements arising from European Union law or from equivalent provisions of the law of a third country:

- a natural person who is a shareholder holding title to more than 25% of the total number of shares in that legal person,
- a natural person holding more than 25% of the total number of votes in the decision-making body of that legal person, including as a pledgee or usufructuary, or on the basis of agreements with other persons entitled to vote,
- a natural person exercising control over a legal person or legal persons which jointly hold title to more than 25% of the total number of shares, or which jointly hold more than 25% of the total number of votes in the decision-making body of that legal person, including as a pledgee or usufructuary, or on the basis of agreements with other persons entitled to vote,
- a natural person exercising control over a legal person by holding the powers referred to in Article 3(1)(37) of the Act of 29 September 1994 on Accounting, or
- a natural person holding a senior managerial position, where it is documented that it is impossible to establish the identity of the natural persons specified in the first to fourth indents, or where there are doubts as to their identity, and where no suspicion of money laundering or terrorist financing has been identified.