

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Applicability.

(a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods (the "**Goods**") by PartyDeco Sp. z o.o., a Polish limited liability company, seated at 11 Piskorskiego, Szczecin 70-809, Poland, entered into the register of entrepreneurs kept by Regional Court for Szczecin-Centrum in Szczecin, 13th Commercial Division of the National Court Register under number 0000989139, NIP (TAX ID) number: 9552356219, REGON: 321519156, share capital PLN 8 015 000,00 (the "**Seller**") to the entity purchasing the Goods (the "**Buyer**"). If a written contract signed by both parties is in existence covering the sale of the Goods covered hereby is in existence, these Terms shall prevail over terms and conditions of said contract to the extent they are inconsistent with these Terms.

(b) The acceptance by Seller of the Buyer's offer to purchase Goods, or the acceptance by Buyer of the Seller's offer to sell Goods (the "**Offer Acceptance**" and these Terms, collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, *provided that* Seller has the right, in its sole discretion, to accept or reject any Buyer's offer to purchase Goods. Seller may accept any Buyer's offer to purchase Goods by confirming its acceptance (whether by written confirmation, invoice or otherwise) or by delivering such Goods, whichever occurs first. No Buyer's offer to purchase Goods is binding on Seller unless accepted by Seller as provided in these Terms. These Terms shall prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Under no circumstances shall Buyer's terms and conditions serve to modify or amend these Terms.

2. Delivery.

(a) The Goods will be delivered within a reasonable time after the Offer Acceptance, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage of Goods in transit.

(b) Unless otherwise agreed in writing by the parties, the Goods shall be delivered by Seller to one of the below deliver points, except for the state of Alaska and the state of Hawaii (each, the "**Delivery Point**"), pursuant to the stipulations thereon by and between the parties:

(i) for Goods shipped to the United States by air – a place in the continental United States, as specified by Buyer and agreed to by Seller, shall be the Delivery Point (pursuant to DAP Incoterms 2020);

(ii) for Goods shipped to the United States by sea – a port of destination in the continental United States, as specified by Buyer and agreed to by Seller, shall

be the Delivery Point (pursuant to CIF Incoterms 2020, FOB Incoterms 2020 or DAP Incoterms 2020 – as mutually agreed upon by the parties); and

(iii) for Goods picked up by the Buyer – a place, where Seller hands over the Goods in Poland, at ul. Kablowa 1, Szczecin, 70-895, as specified by Buyer and agreed to by Seller, shall be the Delivery Point (pursuant to FCA Incoterms 2020).

(c) Seller shall deliver the Goods to the Delivery Point using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within between one (1) up to three (3) days of Seller's or its representative's written notice that the Goods have been delivered to the Delivery Point, or made available and ready for, *provided* that such notice can also be provided electronically. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(d) Any time quoted by Seller for delivery is an estimate only. Seller is not liable for or in respect of any loss or damage arising from any delay in filling any order, failure to deliver or delay in delivery.

(e) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(f) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business constitutes conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to correcting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Offer Acceptance, and Section 2(b) of these Terms.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer as follows:

(a) in case the DAP Incoterms 2020 is applicable – upon delivery of the Goods at the Delivery Point, as set forth in Section 2(b)(i);

(b) in case the CIF Incoterms 2020 is applicable – upon loading the Goods on the vessel;

(c) in case the FOB Incoterms 2020 is applicable - upon loading the Goods on the vessel;

(d) in case the FCA Incoterms 2020 is applicable – upon loading the Goods on the Buyer transportation.

(e) As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Delaware Uniform Commercial Code.

6. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods upon receipt (the "**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing within five (5) days after the delivery, of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price (as defined herein) for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at Poland at ul. Kablowa 1, Szczecin, 70-895. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

8. Price.

(a) Buyer shall purchase the Goods from Seller at the price (the "**Price**") set forth in Offer Acceptance.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; *provided*, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

9. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by wire transfer in the currency indicated in Offer Acceptance. The wire shall be deemed to have been made when the wire was deposited on the Seller bank account.

(b) Buyer shall pay interest on all late payments at the lesser of the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods, *provided* that Buyer shall reimburse Seller for all costs of Goods insurance and storage.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10. Limited Warranty.

(a) Seller warrants to Buyer that for a period of six (6) months from the delivery date (the "**Warranty Period**") Goods will materially conform to Seller's published specifications in effect as of the date of Order Acceptance (the "**Limited Warranty**").

(b) **EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW,**

COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party (the "**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by Limited Warranty. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) The Seller shall not be liable for a breach of Limited Warranty unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within 3 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of Limited Warranty if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 10(d) and Section 10(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) credit or (ii) refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) **THE REMEDIES SET FORTH IN SECTION 10(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH THEREIN.**

(h) If required by any applicable law, including but not limited to 16 C.F.R. § 701.3 or any other provision applicable to warranties applicable to consumer products, Buyer shall develop a warranty applicable to Goods.

(i) In case Buyer extend to its customers any other warranty than Limited Warranty, including warranty referred to in Section 10(h) or in any return policy adopted by Buyer, **ALL COSTS AND EXPENSES RELATED HERETO SHALL BE BORNE**

BY BUYER, AND BUYER RELEASES SELLER FROM ANY LIABILITY THEREFOR.

11. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

(c) The limitation of liability set forth in Section 11(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

12. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy,

power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Intellectual Property. Buyer acknowledges and agrees that:

(a) any and all Seller's Intellectual Property Rights (defined hereunder) are the sole and exclusive property of Seller or its licensors;

(b) Buyer shall not acquire any ownership interest in any of Seller's Intellectual Property Rights under these Terms;

(c) any goodwill derived from the use by Buyer of Seller's Intellectual Property Rights inures to the benefit of Seller or its licensors, as the case may be;

(d) if Buyer acquires any Intellectual Property Rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works, or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties;

(e) Buyer shall use Seller's Intellectual Property Rights solely for purposes of using the Goods under these Terms and only in accordance therewith and the instructions of Seller;

(f) "Intellectual Property Rights" shall mean all industrial and other intellectual property rights comprising or relating to (i) patents; (ii) trademarks; (iii) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, websites, and URLs; (iv) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

16. Prohibited Acts. Buyer shall not:

(a) alter, obscure or remove any Seller's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Goods, marketing materials or other materials that Seller may provide;

(b) take any action that might interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof;

(c) challenge any right, title, or interest of Seller in or to Seller's Intellectual Property Rights;

(d) make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights;

(e) register or apply for registrations, anywhere in the world, for Seller's Trademarks or any other Trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks in whole or in confusingly similar part;

(f) use any mark, anywhere that is confusingly similar to Seller's trademarks in whole or in confusingly similar part;

(g) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods or any Seller's trademarks; or

(h) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller.

17. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term hereof (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's (the "**Impacted Party**") reasonable control, including, without limitation, the following force majeure events (the "**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party, *provided* that any event that impacts Buyer's capability to pay for Goods shall not be deemed to constitute Force Majeure Event. The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other party, stating the period of

time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ten (10) consecutive days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon ten (10) days' written notice.

19. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations hereunder.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. All matters arising out of or relating to these Terms is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply thereto.

23. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington and County of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

24. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Offer Acceptance or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidential Information, Intellectual Property Rights, Prohibited Acts, Governing Law, Submission to Jurisdiction, and Survival.