POLIMASTER EUROPE UAB TERMS AND CONDITIONS OF SALE

Effective July 1, 2024

PLEASE READ THE TERMS CAREFULLY BEFORE PLACING YOUR ORDER

NOTE: All transactions for Products sold by Polimaster Europe UAB (***"Polimaster"***) are subject to the latest revision of the Terms and Conditions of Sale (***"Terms and Conditions"***) published by Polimaster at its website www.polimaster.com (***"Website"***). Unless otherwise expressly agreed and stated in a separate valid written contract signed by you and authorized representative of Polimaster (***"Contract"***), in which case such Contract prevails, by ordering our Products you agree to accept and be bound by the below stated Terms and Conditions. Polimaster proposal, offer or acceptance is conditioned on your acceptance of the Terms.

We reserve the right to revise this Terms and Conditions from time to time in our sole discretion. We will post any changes we make to our Terms and Conditions on this page https://polimaster.com/terms-privacy-policy/. We will post and maintain the most recent versions of the Terms and Conditions on the Website. The date the Terms and Conditions was last revised is identified at the top of the page. We may not notify Website visitors or users of such revisions by email, phone, or other personal contact. You are responsible for periodically visiting our Website and reviewing the current this Terms and Conditions to check for any changes. You can determine if the Terms and Conditions has been revised since your last visit by referring to the "Effective" date at the top of the Terms and Conditions.

I. APPLICABLE TERMS

1.1. Agreement. These Terms and Conditions, applicable Supplemental Terms (if any), Contract (if any) and written confirmation of your purchase order issued by Polimaster form the final, complete and exclusive sale agreement (***"Agreement"***) between Polimaster and you (including your end users) with respect to your purchase of equipment, components, parts, and materials, product provided by Polimaster and described in our proposal and respective price quotation (***"Product"*** or ***"Products"***). Polimaster's salespeople may have made oral statements about the Product. Please note that such statements do not constitute warranties, shall not be relied on by you and are not part of the Agreement. Unless otherwise stated by Polimaster in writing, the entire Agreement is embodied in this document and any and all representations, promises, warranties or statements by our salespeople and/or agent(s) that different in any way from the terms of the Agreement shall be given no force or effect.

1.2. Supplemental Terms. Some Products are subject to additional terms, software licenses, and other written contract terms, which are not indicated in these Terms and Conditions (***"Supplementary Terms"***). Supplementary Terms, if any, can be found on our Website or in operating manuals and other literature accompanying the Products. Please contact our Customer Service if you have any questions about the Supplementary Terms.

1.3. Conflict of Terms. In the event of conflict between the documents indicated in the above Subsection 1.1, precedence shall apply in accordance with the following priority (the first document is the most important and has priority): written confirmation of your purchase order issued by Polimaster, Contract, Supplementary Terms, and finally these Terms and Conditions. Unless otherwise stated in writing by Polimaster, Polimaster expressly rejects any different, additional and/or conflicting terms indicated in your request for proposal, request for quote, specifications, purchase order and any other written or oral communication you provide, and if the terms and conditions in the Agreement differ from the terms in your above-mentioned documents, they are not binding on Polimaster, shall have no force or effect, shall

not constitute any part of the Agreement, and the Agreement will be governing terms for your purchase. Failure by Polimaster to object to you additional, different or conflicting terms does not operate as a waiver of any terms contained in the Agreement.

1.4. Effective Date of the Agreement. The Agreement between you and Polimaster is created when Polimaster's authorized representative accepts your purchase order by either sending a written confirmation or by shipping the Product you ordered or otherwise initiating action to provide the Product you ordered.

1.5. Right to Refuse Orders. All orders are subject to Polimaster's management approval. The right is reserved to refuse orders if such course seems to be advisable and to the best interest of Polimaster.

II. PRICING, PAYMENT, DELIVERY

2.1. Price Terms. Prices are stated in Polimaster's price quote. All prices are subject to change without prior notice except for accepted orders in progress. Prices quoted to you in Polimaster's quote are valid for thirty (30) days from the quote date, unless Polimaster indicated otherwise in writing. Additionally, the price indicated in Polimaster's original quote is subject to adjustment on account of specifications, quantities, materials, cost of production, shipment arrangements or other terms or conditions which are not part of Polimaster's original price quote. Increases, changes, adjustments or surcharges which may be incurred will be for your account.

2.2. Taxes, Duties, and Fees. Unless otherwise stated in writing by Polimaster, Polimaster's prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. You will pay these amounts or reimburse Polimaster the respective amounts added to your invoice. If you claim a tax or other exemption or direct payment permit, you will provide a valid exemption certificate or permit in advance before the Product is shipped by Polimaster for each respective jurisdiction and indemnify, defend and hold Polimaster harmless from any taxes, costs and penalties arising from same.

2.3. Products for Export. You are responsible to designate the end user and true, ultimate destination of the Products to Polimaster in your purchase order. In the event you purchase the Products for export without notifying Polimaster, Polimaster shall not be liable for deficiencies in packing, marking, labeling, documentations, or warranty which may result from attempts to export the Products. The Products which are destined for ultimate delivery outside the Republic of Lithuania must be purchased by placing a purchase order accompanied by a completed End User Certificate, which can be obtained from our Customer Service. You shall indemnify and hold Polimaster, its affiliates and their employees, directors, and officers harmless for any claims and damages resulting from your failure to act in compliance with the above ordering procedure and your omission to notify Polimaster about purchasing the Products for export.

2.4. Export Restrictions. You acknowledge that each Product and any related software and technology, including technical information we supply you, including those contained in Product documents (collectively ***"Items"***), may be subject to EU, the Republic of Lithuania and/or U.S. government export controls. The export controls may include, among others, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses not only for the export of Items from the United States but also for their re-export from other countries. You must comply with the EAR and all other applicable laws, regulations, treaties, and agreements relating to the export, re-export, and import of any Item. You must not, directly or indirectly, without first obtaining the required license to do so from the appropriate EU, the Republic of Lithuania and/or U.S. government agency export, re-export, distribute or supply any Item to (a) any restricted or embargoed country or to a person or entity

whose privilege to participate in exports has been denied or restricted by the EU, the Republic of Lithuania and/or U.S. government; (b) any person or entity who is involved in improper development or use of nuclear weapons or of chemicals/biological weapons, or missiles, or in terrorist activities. You will, if we request, provide information on the end user and end use of any Item you export or plan to export. You will cooperate fully with us in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and will indemnify and hold us harmless from, or in connection with, your or your consultants', agents' or employees' violation of this Subsection. You represent and confirm that the Product will not be used in any way, or have the possibility of being used, in violation of EU, the Republic of Lithuania and/or U.S. government sanctions imposed due to Russian aggression against the nation of Ukraine, especially in regard to the expanded definition of Military End-Use and End-User, as defined by the current export-import regulations of EU, the Republic of Lithuania and/or U.S. government.

2.5. Shipping, Packing, and Handling. Unless otherwise stated in writing by Polimaster, you are responsible for standard delivery and handling charges, if any. Polimaster will add such charges to your invoice. Polimaster's price include the costs of its standard packing only. Any packing deviation will be additionally charged to you. For details of our freight policy, please contact our Customer Service.

2.6. Payment. Polimaster will invoice you for the Product price and all other charges due. Unless otherwise stated in Polimaster's quote, all orders are shipped prepaid.

2.7. Late Payments. Late prepayment, without affecting our other rights, may lead: to suspension of delivery or termination of order (as indicated in Subsection 2.9), rejection of future orders, and/or incurring a late-prepayment penalty from the due date at the rate of 0.05% of the full amount of the prepayment due for each day of such delay in payment, or, at the discretion of Polimaster, the maximum amount allowed by law, which must be paid on demand. Failure to pay for shipped Products on time (if such an opportunity was provided to you by Polimaster), without affecting our other rights, may lead: to rejection of future orders, and/or incurring a late-payment penalty from the due date at the rate of 0.05% of the full amount of the payment due for each day of such delay in payment, or, at the discretion of Polimaster, the maximum amount allowed by law, which must be paid on demand. If Polimaster appoints a collection agency or an attorney to recover any unpaid amounts, you must pay all reasonable costs of collection, including all associated reasonable attorneys' fees and/or collection agency fees.

2.8. Disputed Invoice. If you dispute all or any portion of an invoice, you must first deliver written notice to Polimaster of the disputed amount and the basis for the dispute within three (3) business days from the date of the invoice. Your failure to timely notify Polimaster of any dispute constitutes your waiver of your respective claim. If you only dispute a portion of the invoice, you must pay the undisputed. Upon resolution of the dispute, you must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

2.9. Right to Suspend and/or Terminate an Order. Polimaster has a right to suspend performance under an order if an undisputed proforma invoice or invoice is more than thirty (30) days past due. Polimaster may unilaterally terminate the Agreement, by giving you simple written notice, if an undisputed proforma invoice or invoice is more than sixty (60) days past due. Unless prohibited by law, Polimaster may also unilaterally terminate the Agreement immediately, by giving you simple written notice, in the event of a material adverse change in your financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

III. DELIVERY, TITLE, AND RISK OF LOSS

3.1. Delivery Terms. Products will be shipped to the destination you specify in your order, subject to FCA, Vilnius, Lithuanian Republic (Incoterms 2010) unless otherwise agreed in writing. You are responsible for

all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees.

3.2. Transportation and Storage. When Products are ready for shipment, Polimaster will: (i) inform you, and you will then promptly give written shipping instructions to Polimaster, if different from those indicated in your purchase order; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If you fail to provide timely shipping instructions, Polimaster will ship the Products by normal transportation means to you or to a storage location selected by Polimaster. You will pay or reimburse any excess transportation charges for special or expedited transportation. If Products are placed into storage, delivery occurs and risk of loss transfers to you when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to you when placed in the manufacturing facilities storage location. You will pay all Polimaster's storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Polimaster. When conditions permit and upon payment to Polimaster of all amounts due, you must arrange, at its expense, to remove the Products from storage. You bear the risk of loss, damage or destruction to Products in storage.

3.3. Partial Shipment. Polimaster may, in its discretion, (i) make partial shipments and invoice each shipment separately; and/or (ii) stop delivery of Products in transit and withhold shipments in whole or in part if you do not pay us when due, or if you otherwise do not perform your obligations in the Agreement.

3.4. Shipping, Delivery and Installation Dates. Polimaster shipping, delivery and installation dates are estimated dates only, and we will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond our reasonable control. If we do delay shipment because of a cause beyond our reasonable control, we may terminate the affected order, or reschedule the shipment, and we will do so within a reasonable period of time. You may not refuse delivery or otherwise be relieved of any obligations as the result of such delay. If our delivery of a Product to you is delayed due to any cause within your control, we will place the delayed Products in storage at your risk and expense and for your account. In case of faulty failure to deliver the Product(s) for more than ten (10) business days from the agreed delivery date, Polimaster shall pay a penalty at the 0.05% rate of the cost of non-delivered Product(s) for each day of delay but not more than 10% of the cost of non-delivered Product(s).

3.5. Risk of Loss. Unless otherwise indicated in Subsections 3.2 and 3.4, Products are delivered to you when we load them onto the commercial carrier at Polimaster facility. At this point you become responsible for risk of loss and damage.

3.6. Title. Title to Products will pass to you (except software and intellectual property incorporated within or forming part of a Product, which we or our licensors continue to own) when we deliver the Product to the first carrier FCA, Vilnius, Lithuanian Republic (Incoterms 2010), provided however that in the event you owe Polimaster purchase price and other related expenses for the Products, Polimaster remains the owner of the goods until such time as these and all other sums owed by you to Polimaster are paid in their entirety.

IV. CHANGES, CANCELLATION AND RETURS

4.1. Changes. You may not change orders in process (upon receipt of Polimaster's written confirmation of your order), unless we have given you written consent to do so, with a possible adjustment of the purchase price for the Products in such changed purchase order.

4.2. Cancellation. Once you have placed your purchase order, you cannot cancel it, unless we consent in writing, and you pay any applicable cancellation charges required to fully reimburse expenses borne by Polimaster because of such cancellation.

4.3. Return of Custom Products. Custom Products cannot be returned for any reason except for failure to meet stated specifications, with Polimaster's written consent.

V. PRODUCT-RELATED SERVICES

5.1. Providing Product-Related Services. When you purchase a Product, Polimaster may install it, if applicable, and provide training, maintenance, repairs, or any other Product-related Services that you and Polimaster expressly agree on in writing (***"Product-Related Services"***). Product-Related Services are not included in the Product price and additional costs related to providing such Product-Related Services shall be specifically agreed upon by you and Polimaster in writing. Polimaster also offers extended warranties and other Product service plans. For full details of our Product service plans, please contact Customer Services.

5.2. Training. Polimaster may provide to you, your end users and their employees (***"Trainees"***) its standard training courses including all course materials in accordance with its current schedule. Training courses are not included in the Product price and additional costs related to providing such training courses shall be specifically agreed upon by you and Polimaster in writing. Unless otherwise stated in Polimaster's proposal and quotation, all training courses shall be conducted at Polimaster's designated facility or your facility, as the case may be. Polimaster will designate the specific equipment located at the agreed facility which will be utilized during the training course. You shall be responsible for the price of the course and all travel, lodging and living expenses of Polimaster representative and Trainees attending the training course(s). Notwithstanding such training, Polimaster does not warrant or represent that such Trainees shall be qualified, capable or competent to operate, maintain, or perform services on any Product for which such training has been provided.

VI. POLIMASTER WARRANTY AND LIMITED LIABILITY

6.1. Polimaster Warranty; Warranty Period. Polimaster warrants to the purchaser and the end user of the Product (***"Purchaser"***) that each Product is produced substantially in accordance with its documentation and is free from material defects in material and workmanship for 24 (twenty four) months from the date of purchase provided, however, that the foregoing warranties are expressly contingent (and shall otherwise be void) upon use of the Product in accordance with specifications, under normal, proper and intended use and service by properly trained personnel and without misuse, abuse, or abnormal use, accident, damage, alteration, or modification thereto or improper or unauthorized repairs or improper maintenance (***"Polimaster Warranty"***). Non-substantial variations of performance from the Product documentation do not establish a warranty right.

6.2. For any proved defect or nonconformity in the Product, the Purchaser shall obtain from Polimaster repair or replacement of the Product containing proved warranty defect or nonconformity (***"Affected Product"***) or shall obtain the lower price from supplier. If Polimaster fails to repair or replace the Affected Products within a reasonable time, the Purchaser shall be entitled to repayment or credit of original price of the Affected Product from the supplier as its exclusive further remedy with obligatory returning the Product.

6.3. Maximum aggregate liability arising out of or in connection with any Product or service is limited to the amount of actual purchase price received by Polimaster for the Product.

6.4. The fact of a breakdown or detection of hidden defects in the Product during the warranty period is considered by a responsible specialist or a commission with drawing up a defective act or a malfunction report provided also the date of detection of the defects.

6.5. If during the Warranty Period the Purchaser reasonably believes that the Product contains a defect or nonconformity for which Polimaster is responsible, and, therefore, may be subject to warranty repair, the Purchaser shall contact Polimaster Customer Service and inform it of the nature of such defect or nonconformity in reasonable detail by written notice supported by reasonable proof of warranty claim validity and shall request authorization from Polimaster to return the Affected Product to Polimaster for repair or replacement (***"Warranty Service"***). Warranty Service for the Product shall be performed only by Polimaster or by an authorized service contractor of Polimaster. If Polimaster determines that the Products for which Warranty Services is requested are not covered by the warranty, the Purchaser will pay or reimburse Polimaster for all costs of investigating and responding to such request at its then prevailing time and materials rates. If Polimaster provides repair services or replacement parts that are not covered by this warranty, the Purchaser will pay to Polimaster at its then prevailing time and materials rates. In addition to exclusion for third party products, the Polimaster Warranty does not apply to (i) normal wear and tear (including any expendable items that comprise part of the Product, such as batteries and other expendables), (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence, (iv) use of the Products in a manner for which they were not designed and/or for the purpose other than identified, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) installation, removal, use, maintenance, storage, or handling in an improper, inadequate, or unapproved manner, such as, but not limited to, failure to follow our instructions or operating guidelines, or protocols, operation outside of stated environmental or use specifications, or operation with unapproved software, materials or other products, Polimaster has not approved, (vii) use of the Products in combination with equipment or software that Polimaster did not supply, (viii) the Products sold as 'used' products, as being experimental, developmental, prototype, or pilot, (ix) contact with improperly used or unapproved chemicals or samples, (x) manufacture in accordance with specifications the Purchaser gave to Polimaster.

6.6. Polimaster does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by the Purchaser against unauthorized access.

6.7. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with, the Products performed by any person or entity other than Polimaster or its service center without Polimaster's prior written approval, or any use or replacement of parts that Polimaster has not supplied, will immediately void and cancel all warranties with respect to the Affected Products.

6.8. Return Authorization. Polimaster Customer Service must authorize you in writing all Products returns. No returns will be accepted without prior written consent from Polimaster. If return is authorized, Customer Service will provide you directions regarding the return process. All third party's transportation, handling, customs and related costs associated with the return, repair and/or replacement of such Products, if confirmed by Polimaster to be nonconforming and/or eligible for Warranty Service, shall be paid by Polimaster.

6.9. Third-Party products. We do not support or make any warranties about products manufactured or supplied by third parties that you purchased through any of our sales channels. When you buy a third-party product, we will let you know that this purchase is governed by the third-party's own contract terms.

You must look directly to the relevant third- party manufacturer for product support, warranties, and to make warranty claims. Polimaster agrees, however, to assign to you any warranty rights we may have from the original manufacturer or third-party supplier, to the extent the original manufacturer or third party supplier allows.

VII. LIABILITIES

7.1. Unless otherwise agreed by the parties in writing, each party shall be liable for breach of any obligations or default committed by such party and compensate the other party for the loss sustained by the other party because of such breach or default. In no event will Polimaster be liable for any indirect, special, incidental, or consequential damages under any form or theory of action whatsoever, including, without limitation, lost profits, overhead, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof. Nothing herein shall be construed as limiting Purchaser's liability for infringement of intellectual property rights of Polimaster. The Purchaser will indemnify, defend, and hold Polimaster harmless from and against any and all claims, demands, liabilities, losses, damages, judgments, or settlements, including all reasonable attorney's fees, and expenses related thereto, directly or indirectly resulting from the Purchaser's actual or alleged breach of its warranties, covenants or other obligations. Polimaster shall promptly notify the Purchaser of any such suit or claim and furnish the Purchaser with a copy of each communication, notice, or other action relating to the claim.

7.2. The total cumulative liability of Polimaster under the Agreement (including but not limited to the loss and penalty) shall not exceed the price of the Product(s) or part of the Product(s) on which such liability is based.

VIII. INDEMNIFICATION

8.1. Polimaster's General Indemnity. Polimaster will defend and indemnify you against third-party claims for injury to persons, including death, or damage to tangible property occurring while our employees are on your premises performing Product-Related Services, to the extent the claims are caused by our employees' negligent acts or negligent omissions, except to the extent caused by your negligent acts or negligent omissions.

8.2. Polimaster's Infringement Indemnity. Polimaster will defend and indemnify you against infringement damages finally awarded in any legal action brought by a third party against you to the extent that the action is based on a claim that our manufacture and sale of a Product infringes any patent, copyright, trademark or other intellectual property right of such third party if we had actual knowledge of such intellectual property right and the actual infringement at the time of delivery of the Product to you. This infringement indemnity does not apply to claims that arose based on (i) your failure to comply with the Agreement, (ii) your failure to acquire any applicable additional intellectual property rights and licenses from third party providers, (iii) Products were made, assembled or labelled in reliance upon your instructions, specifications, or other directions and compliance therewith has caused Polimaster to deviate from its normal course of performance, (iv) your use or resale of Products, (v) modifications made by you, your end users, your contractors or any third party; (vi) products originating from third parties; (vii) combinations of the Products made by you, your end users, your contractors or any third parties with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against you or Polimaster.

Additionally, our infringement related indemnity obligations will be extinguished if we, at our option and expense, either: (i) secure for you the right to continue using the Product; (ii) substitute the Product with another suitable product with similar functionality; (iii) modify the Product so it is non- infringing; or (iv)

in the event (i) through (iii) are not practical, refund to you the amortized amounts you paid for the infringing product, based on a 5-year amortization schedule.

THIS SUBSECTION 8.2 IS AN EXCLUSIVE STATEMENT OF POLIMASTER'S DUTIES AND YOUR REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF. THIS INDEMNITY IS OUR ONLY LIABILITY TO YOU FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS BY OR INCONNECTION WITH ANY PRODUCT.

8.3. Conditions to Polimaster's Indemnity. As a condition to any of our indemnification obligations you must (i) notify us in writing, as soon as you become aware of any claim; (ii) not admit any liability or take any other action in connection with the claim that could affect the defence; (iii) allow us to solely control the defense or settlement of the claim; and (iv) give us your reasonable information, co-operation and assistance.

8.4. Your Indemnity. You will indemnify, defend with competent and experienced counsel and hold us, including our parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) suffered by any of the foregoing entities or individuals to the extent arising from or in connection with (i) your or your agents', employees', end users', representatives' or contractors' negligence or wilful misconduct; (ii) use of a Product we supplied to you in combination with equipment or software we did not supply you, where the Product itself would not be infringing; (iii) our compliance with designs, specifications or instructions you gave us; (iv) use of a Product in an application or environment for which it was not designed; (v) Product modifications and/or combinations we did not make or approve in writing; (vi) your failure to acquire any applicable intellectual property rights and licenses from third party providers; and (vii) breach by you and/or your end users of the terms and conditions stated in the Agreement.

IX. MISCELLANEOUS

9.1. Nature of Sale. As between you and us, Polimaster and its affiliates exclusively own all intellectual property rights relating to our Products and related services. To the extent that the Products contain non-tangible proprietary items of Polimaster, including without limitation, any Polimaster's software, confidential information, intellectual property rights (***"Technology"***) Polimaster grants to you or your end users only a limited, royalty-free, non-exclusive, non-transferable license (without power to sublicense) to use such Technology solely as part of the Products provided hereunder, solely for your individual or internal business purpose and pursuant to the terms of the Agreement. The Agreement does not transfer any right, title or interest to any such Technology to your or your end users, expressly or by implication, estoppel or otherwise, under any intellectual property rights owned by Polimaster and/or its affiliates, including without limitation, the right to produce, modify or enhance the Products or any right of use of such Technology apart from the Products. Use of the terms "sell," "license," "purchase," and "license fees" shall be interpreted in accordance with this Subsection. Use of Technology in accordance with the terms of the Agreement is subject to you and your end user's strict compliance with all of the terms and conditions of the Agreement.

9.2. Hazardous Materials. You acknowledge that the materials covered by the Agreement may be, or become, considered as hazardous materials under various laws and regulations. You agree to familiarize yourself (without reliance on Polimaster except as to the accuracy of specific safety information actually

furnished by Polimaster) with any hazard of such materials and their applications and the containers in which such materials are shipped. You agree to inform and train your end users, employees and representatives as to such hazards. You agree to hold Polimaster harmless against any claims by you, your end users, employees and representatives based on allegations relating to any such hazards, except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Polimaster.

9.3. Anti-Corruption Laws. You represent and warrant that neither you nor any of your affiliates, subsidiaries or, to your knowledge, any director, officer, agent, employee or affiliate of your company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the OECD Convention on Combating Bribery of Foreign Public Officials in International Transactions dd. November 21, 1977, the Prevention of Corruption Law of the Republic of Lithuania No. IX-904 dd . May 28, 2002, as amended, the rules and regulations thereunder and any other laws that prohibit commercial bribery, domestic and foreign corruption or money laundering, and the standards established by the Financial Action Task Force on Money Laundering.

9.4. No Assignment. You may not delegate any duties nor assign any rights or claims hereunder without our prior written consent, and any such attempted delegation or assignment will be void.

9.5. Governing Law and Jurisdiction. The Agreement and performance under it will be governed by the law of the Republic of Lithuania, without reference to its choice of law provisions. In the event of any controversy, claim, action or dispute arising out of or related to the breach, enforcement, interpretation, or validity of the Agreement and these Terms and Conditions or any part of it, or any claims against other parties relating to services or Products provided to you (such as against our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against Polimaster in the same proceeding, the parties agree to the dispute resolution procedure as stated in the following provision:

- the party asserting the dispute shall first try in good faith to settle such dispute by providing written notice to the other party describing the facts and circumstances (including any relevant documentation) of the dispute and allowing the receiving party thirty (30) days in which to respond to or settle the dispute.
- notices shall include the following information: name, address, a written description of a claim, and a description of the specific relief a party seeks.
- notices shall be sent to Polimaster at:

By post: Polimaster Europe UAB, Ezero str. 4, Didziasalio k., Nemezio sen. LT-13264, Vilnius district, Republic of Lithuania

By email: info@polimaster.com

or to you at:

your last-used email and/or address.

- both you and Polimaster agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any arbitration or filing any claim against the other party.
- to the extent we cannot resolve any Dispute through the informal dispute resolution procedure a Dispute shall be determined and settled by arbitration.
- any dispute shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration. All procedural documents shall be served via parties‘ emails. The

number of arbitrators shall be one. The place of arbitration shall be Vilnius. The language of arbitration shall be English. The law of the Republic of Lithuania shall be applicable to the dispute.

- the prevailing party in any legal action brought by one party against the other and arising out of this Terms of Use shall be entitled, along with any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

9.6. Uncontrollable Circumstances. We will not be responsible or liable for failing to perform our obligations under the Agreement to the extent caused by circumstances beyond our reasonable control (including without limitation fires, strikes, disputes with workmen, war, civil commission, epidemics, floods, accidents, delays in transportation, shortage of cars, shortage of fuel or other Products, shortage of labor, mill conditions, acts, demands or requirements of any state or government, or to any cause beyond the reasonable control of Polimaster). In certain situations, we may use our reasonable judgment and apportion Products then available for delivery fairly among our customers.

9.7. No Waiver; Invalidity. Polimaster's failure to exercise any rights under the Agreement is not a waiver of our rights to damages for your breach of contract and is not a waiver of any subsequent breach. If any provision or part of the Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of the Agreement. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent. No person other than you or us will have any rights under the Agreement.

9.8. Confidentiality. You agree to keep confidential any non- public technical information, commercial information (including prices, without limitation) or instructions (including without limitation any specifications, code, algorithms, calibration instructions, protocols) received from us as a result of discussions, negotiations and other communications between us in relation to our Products or services.

9.9. Notices. Any notice or communication required or permitted under the Agreement must be in writing and will be deemed received when personally delivered, or three (3) business days after being sent by mail and/or or on the next business day after being sent by email:

- Notices shall be sent to Polimaster at:

By post: Polimaster Europe UAB, Ezero str. 4, Didziasalio k., Nemezio sen. LT-13264, Vilnius district, Republic of Lithuania

By email: info@polimaster.com

or

- to you at: your last-used email and/or address.

9.10. Requirement to Reduce to Writing. No waiver, consent, modification, amendment or changes to the terms of the Agreement will be binding unless in writing and signed by both of us. Our failure to object to terms contained in any subsequent communication from you will not be a waiver or modification of our Agreement.

9.11. Survival. The sections and subsections titled "Export Restrictions", "Delivery; Title; Risk of Loss", "Training", "Polimaster Warranty and Limited Liability", "Indemnification", "Nature of Sale", "Anti-Corruption Laws", "Governing Law and Jurisdiction" and "Confidentiality" survive termination, expiration or cancellation of the Agreement.