

GENERAL TERMS AND CONDITIONS OF SERVICES PROVIDED BY ROCKFIN S.A. WITH ITS REGISTERED OFFICE IN MAŁKOWO

These General Terms and Conditions of Services constitute an integral part of all offers submitted and agreements concluded in the field of servicing provided by the company: Rockfin S.A.

Article 1 Definitions.

The terms used in these General Terms and Conditions of Services have the following meaning:

- 1) GTCS - these General Terms and Conditions of Service applicable in the company: Rockfin S.A.
- 2) Rockfin – Rockfin Spółka Akcyjna, address: ul. Pałacowa 9, Małkowo 83-330 Żukowo, NIP: 5850205607, REGON: 003005759, KRS: 0000065856;
- 3) Servicing - services provided as part of the warranty servicing at the place indicated by the manufacturer of the defective equipment and services provided as part of the commercial servicing at the place indicated by the Customer or at the place of service provision by Rockfin, including activities such as: wiring, welding, mechanical assembly, measuring equipment, system flushing/filling, adjustment, cooling, in particular: disassembly and assembly of oil pipelines (lube, hydraulic, lift), cleaning, flushing and starting electric motors, laying signal and power cables, coupling assembly, pump motor alignment, filter replacement, oil station operation adjustment, setting flow values, connecting impulse/measuring tubes (manometers, thermometers, transmitters), functional tests of devices - checking output and input signals, modernisations, inspections, adjustments, etc.,
- 4) Customer – entity to which Rockfin provides Servicing,
- 5) Parties – Rockfin and the Customer,
- 6) Agreement - an agreement for the provision of services concluded between the Parties, after Rockfin presents an offer, in the manner of placing an order by the Customer and Rockfin's confirmation of acceptance of the order for execution.

Article 2 General provisions.

- 1) The GTCS specify the rules for the servicing provided by Rockfin. The GTCS constitute an integral part of all offers and service agreements concluded by Rockfin.
- 2) The GTCS are deemed accepted when the Customer places an order.

- 3) If the Customer remains in constant business relations with Rockfin and the GTCS have been accepted in the manner indicated in Article 2 above, it is assumed that they will apply throughout the duration of our permanent business relations.
- 4) Rockfin is not bound by the contract template used by the Customer, in particular the general terms and conditions of orders, unless accepted in writing.
- 5) Rockfin reserves all copyrights and industrial property rights to the documentation and technical solutions created, technical drawings and other similar documents prepared by Rockfin. The Customer has no right to use, copy or otherwise reproduce them or make them available to third parties without Rockfin's written consent.

Article 3 Servicing request procedure.

- 1) The Customer reports a need for a Servicing in one of the following ways:
 - a) via traditional mail to the following address: Rockfin S.A., ul. Pałacowa 9, Małkowo 83-330, Żukowo (with the note SERVICE),
 - b) via e-mail to the following address: biuro@rockfin.pl (with the note SERVICE in the title),
 - c) via phone at +48 694 205 832.
- 2) The servicing request should include following information:
 - a) project number (in the case of a warranty complaint) and confirmation of the fact of the complaint service,
 - b) location and description of the fault with detailed equipment data,
 - c) actions carried out by the user so far, such as: initial analysis of the fault and possible attempts to fix it, checking the status of spare parts, etc.,
 - d) proposed date for removing the fault,
 - e) the person responsible for complaint on the Customer's side, providing contact details (telephone, email).
- 3) Servicing request made on a working day after 2:00 PM and on Saturday, Sunday or holidays are deemed to have been made at 08:00 AM of the next working day.
- 4) Rockfin will contact the Customer to determine the cause of the fault and the conditions for its removal within maximum 3 business days of submitting the servicing request.
- 5) Rockfin provides the Customer with confirmation of receipt of the servicing request via e-mail.

Article 4 Conclusion of the Agreement/Contract.

- 1) The Agreement is concluded after Rockfin presents an offer, by placing a Purchase Order by the Customer and Rockfin confirming acceptance of the order for execution. The Agreement is concluded as of the date of Rockfin's confirmation of acceptance of the Customer's order for execution on the terms specified therein.

- 2) Unless the Parties agree otherwise, any written declarations, information, notices, etc. regarding orders may be sent to the other Party via post, courier, or e-mail.
- 3) It is assumed that the Purchase Order (PO) is placed by a person authorised to place this type of orders by the Customer.
- 4) The Customer may not assign rights arising from the concluded agreement to third parties without Rockfin's written consent.
- 5) Any changes or additions to the agreement concluded between the Parties, in particular regarding the technical scope of the subject of the agreement, require a written annex or agreement signed by both Parties, otherwise being null and void.
- 6) In order to properly perform the Agreement, the Customer is obliged, before commencing the implementation of the Agreement, to provide Rockfin with all information necessary for the proper performance of the work and, if necessary, to make the technical documentation available.

Article 5 Terms of Servicing.

- 1) Servicing is divided into warranty servicing and commercial servicing.
- 2) Warranty servicing covers only services provided under the warranty period, which are covered by the terms of the warranty provided by Rockfin. The provision of warranty servicing is free of charge, unless otherwise stated in the warranty terms.
- 3) Commercial servicing covers services provided after the warranty period and in the scope of faults not covered by the warranty, as well as in relation to products for which Rockfin did not provide a warranty or for which the warranty has expired, in particular due to breach of warranty conditions. Commercial servicing also includes service for products not supplied and not covered by warranty by Rockfin. The provision of commercial servicing is subject to fee.
- 4) Rockfin reserves the right to process the servicing order in question using third parties. Rockfin guarantees that the subcontractor has appropriate qualifications. Any claims resulting from the subcontractor's errors shall be borne by Rockfin.
- 5) Servicing activities and works will be carried out in accordance with the deadlines agreed by the Parties.
- 6) After Servicing, Rockfin prepares Servicing Report and delivers it to the Customer. The Report should be confirmed by the Customer and submitted to Rockfin within 7 days from the date of its delivery.
- 7) If the report is not confirmed and subsequently submitted in the manner indicated above, the report is deemed confirmed and accepted by the Customer, which entitles Rockfin to issue an invoice based on this report. This report will then be attached to the invoice.

Article 6 Payment terms.

- 1) Payment terms and prices for commercial servicing are determined individually, based on the price matrices for domestic and foreign services applicable at Rockfin.
- 2) The prices given by Rockfin are net prices.
- 3) Receivables should be paid to the Rockfin account specified in the VAT invoice within 14 days from the date of issuance of the VAT invoice or according to parties agreement.
- 4) Set-off of the Customer's receivables towards Rockfin, except for those agreed between the Parties, is excluded.
- 5) Any complaints or other types of claims do not release the Customer from timely payment.
- 6) The Customer consents to Rockfin sending invoices, their duplicates and correction invoices in electronic form by providing Rockfin with an e-mail address.
- 7) Invoices, duplicates and correction invoices will be sent in PDF format.

Article 7 Rockfin's liability.

- 1) Rockfin's potential liability for damages towards the Customer for any reason is limited to the actual loss of the Customer and does not include damages due to lost or expected profits, loss of the Customer's reputation, etc. and in total will not exceed the amount of the price of the Servicing provided.
- 2) Rockfin is not liable for non-performance or improper performance of obligations unless the non-performance or improper performance is the sole fault of Rockfin, in particular it was caused by circumstances attributable to the Customer or circumstances over which Rockfin had no influence despite exercising due diligence (force majeure). The circumstances referred to above include in particular: actions of forces of nature, strikes, riots, acts of war, official actions, disruptions caused by other devices to the extent preventing the proper performance of obligations by the Company and other unforeseeable, inevitable and serious events. The occurrence of such events releases Rockfin from the obligation to fulfil its obligations for the duration of the obstacle and to the extent of its impact.

Article 8 Correspondence.

- 1) The Parties undertake to notify each other of any change of address and contact person for the purpose of implementing the agreement concluded between the Parties.
- 2) Any correspondence between Rockfin and the Customer via e-mail is considered to have legal effects provided that the message contains at least: the sender's e-mail address, the date and time of sending the message, and the sender's name and surname. Anonymous messages are considered invalid.

Article 9 Trade secret.

- 1) All information regarding Rockfin's operations that is not publicly disclosed, including the provisions of concluded agreements, is confidential and constitutes Rockfin's business secret within the meaning of Article 11 of the Act of April 16, 1993 on combating unfair competition.
- 2) The Customer is obliged not to disclose confidential information to third parties and not to use it for purposes other than performance of the agreement. The Customer will take all reasonable and appropriate steps to prevent disclosure of confidential information.
- 3) Without Rockfin's consent, the Customer will not use Rockfin's name, trademarks or trade names or invoke any business relationship with Rockfin for any purpose.

Article 10 Final provisions.

- 1) The exclusive applicable law is Polish law.
- 2) Disputes related to the performance of the agreement and any claims related thereto will be resolved by the common court having jurisdiction over the registered office of Rockfin.
- 3) Any provisions deviating from the content of the GTCS require written agreement with Rockfin, otherwise being null and void.