

PURCHASE AGREEMENT

No. NB/.../2022

(hereinafter: the "**Agreement**")

concluded on ..., in Warsaw, between:

PCO S. A. with its registered office in Warsaw (03-982), ul. Jana Nowaka Jeziorańskiego 28, registered by the District Court for the capital city of Warsaw [*Sąd Rejonowy dla m. st. Warszawy*], KRS [*National Court Register*] No.: 0000169830, NIP [*Tax Identification Number*]: 525-000-08-25, BDO [*Waste Management Database*]: 000018725, share capital: PLN 32,024,620 (fully paid up), being a large enterprise as defined by relevant regulations, hereinafter referred to as "**PCO**"

and

...,

hereinafter referred to as the "**Seller**",

hereinafter referred to collectively as the "**Parties**", and each of them individually as a "**Party**",

with the following content.

§ 1. Subject matter of the Agreement.

1. Under this Agreement, the Seller undertakes to transfer to PCO the ownership title of the following devices:
 - 1) Off-axis reflective collimator;
 - 2) Blackbody integrated with visible light illumination;

(hereinafter referred to as the "**Equipment**") and to deliver (hand over) them to PCO, while PCO, under the terms and conditions specified in the further provisions of the Agreement, undertakes to collect the Equipment and pay the price to the Seller.
2. The Equipment must come from a sales channel authorized by its manufacturer, comply with the content of the Seller's offer constituting **Appendix no. 1** to the Agreement, in particular with the technical specification contained therein, and meet the parameters specified in the Request for Quotation constituting **Appendix no 2** to the Agreement, as well as the requirements arising from the applicable regulations and standards, have all necessary permits, attestation, certificates and other approvals, and have all required markings and inscriptions in Polish.
3. The Seller represents and warrants that it is the manufacturer/manufacturer-authorized distributor¹ of the Equipment.

§ 2. Conditions for delivery of the Equipment.

1. The Seller undertakes to deliver the Equipment to PCO and perform the other obligations related to its acceptance indicated in § 3, within **12 weeks** from the date of conclusion of the Agreement. This deadline shall be deemed fulfilled if, before its expiry, the final acceptance report referred to in § 3 section 6 is signed by both Parties.
2. The Seller agrees to deliver the Equipment on the following terms: DAP PCO S.A., Warsaw, ul. Jana Nowaka Jeziorańskiego 28, pursuant to Incoterms 2020.
3. The Seller undertakes to notify PCO of the exact date and time of delivery of the Equipment at least **5 working days** in advance. The notification shall also indicate the Agreement number and description of the goods to be delivered (number of packages, weight, dimensions, installation requirements).
4. The Seller undertakes to provide PCO, together with the Equipment, with the following technical documentation in Polish, in the booklet and electronic form:
 - 1) operating manual and safety instructions – in Polish;
 - 2) maintenance and servicing instructions – in Polish;
 - 3) mechanical and electrical documentation comprising drawings, mechanical and electrical diagrams and a list of parts and components (sub-assemblies)

The Equipment must be CE-marked and have an EC declaration of conformity.

¹ delete as appropriate - depending on whether the Seller is also the manufacturer

5. The Seller undertakes to inform PCO immediately of any situation that may affect the timely delivery of the Equipment, under pain of liability for damage resulting from the lack of the above information, which, however, does not release the Seller from the obligation to deliver the Equipment on time.

§ 3. Conditions for acceptance of the Equipment.

1. The acceptance process of the Equipment consists of three parts: technical acceptance, training part and final acceptance. The acceptance is performed by the PCO representatives, with the participation of the Seller's representative, by assessing the compliance of the supplied Equipment and complementary services with the concluded Agreement.
2. As part of the technical acceptance, the Seller agrees to:
 - 1) verification of the completeness of the Equipment at PCO's premises, confirmed by a completeness report prepared in accordance with the template constituting **Appendix no. 3** to the Agreement - within the time period agreed with the Seller, not later than **5 working days** from the date of delivery of the Equipment to PCO's premises;
 - 2) install the Equipment in the location designated by PCO and perform its start-up, by specialists delegated for this purpose by the Seller - within **7 working days** from the date of signing the Completeness Report; by start-up, the Parties understand the preparation of the Equipment for operation and successfully testing all the functionalities of the Equipment; the installation and start-up of the Equipment is confirmed by representatives of the Parties signing a technical acceptance report according to the template constituting **Appendix no. 4** to the Agreement.
3. If, as a result of the technical acceptance, PCO indicates objections to the Equipment or the Seller's actions, the Parties shall not sign the technical acceptance report, but only the discrepancy report according to the template constituting **Appendix no. 5** to the Agreement, and the Seller shall be obliged to remove the defects or other failures indicated by PCO (including the effects of failures), within the deadline agreed upon by the Parties. Subsequently, the Parties shall recommence the technical acceptance of the Equipment. The above procedure shall apply until all the defects and deficiencies indicated by PCO have been removed, which is confirmed by signing the technical acceptance report.
4. At a date agreed upon by the Parties, but not later than **5 working days** from the date of signing the technical acceptance report, the Seller undertakes to train designated PCO employees, at PCO's premises, as follows:

- 1) training of 5 persons in occupational safety and operation of the Equipment, amounting to ... hours, during which the Seller is obligated to equip the trainees with the skills necessary to perform testing independently;
- 2) training of 5 persons in basic maintenance and servicing operations of the Equipment, amounting to ... hours.

The training shall be delivered in Polish by the Seller's specialists.

5. At a date agreed upon by the Parties, but not later than **3 working days** from the date of completing the training and provided that PCO has been provided with the complete technical documentation referred to in § 2.4, the Parties shall commence the final acceptance of the Equipment.
6. The final acceptance of the Equipment shall be confirmed by representatives of the Parties signing a final acceptance report complying with the template constituting **Appendix no. 6** to the Agreement.
7. If, as a result of the final acceptance, PCO indicates reservations concerning the Equipment or the Seller's actions, the Parties shall not sign the final acceptance report, but only the discrepancy report complying with the template constituting **Appendix no. 5** to the Agreement, and the Seller shall be obliged to remove the defects or other failures or shortcomings indicated by PCO (including the effects of failures or shortcomings), within the deadline agreed upon by the Parties. Subsequently, the Parties shall again recommence the final acceptance of the Equipment. The above procedure shall apply until all the defects and deficiencies indicated by PCO have been removed, which is confirmed by signing the final acceptance report.
8. All costs of the Seller's activities related to the technical acceptance, training and final acceptance, including the costs of insurance and risks related to the assembly, installation and start-up of the Equipment, as well as costs related to delegating specialists, shall be borne exclusively by the Seller.

§ 4. Warranty and the implied warranty for physical and legal defects.

1. The Seller guarantees that the supplied Equipment is brand new and unused.
2. The Seller also declares that the Equipment is covered by the Equipment's manufacturer's warranty of **24 months** from the date of signing the final acceptance report. The principles of warranty liability of the Equipment's manufacturer are specified in **Appendix no. 7** to the Agreement.²
3. Notwithstanding the above, the Seller hereby warrants that the Equipment on its delivery to PCO and for a period of **24** months from the date of signing the final acceptance report:

² Delete the whole section if not applicable (in particular, if the Seller is the manufacturer)

- 1) shall comply with the specifications, drawings, technological and other requirements of the Agreement and shall be fit for the purpose intended in the Agreement;
 - 2) shall be free from defects in material, workmanship and design as well as from legal defects.
4. If a defect is detected during the warranty period, the basis for starting the complaint procedure by the Seller is a written or electronic notification (sent to the e-mail address: ...) of the defect to the Seller by PCO, containing a description of the defect or symptoms of malfunction of the Equipment.
 5. At the Seller's choice, verification of the complaint may be carried out at the Seller's or PCO's premises. However, if PCO requires the verification of the complaint to take place at its premises, the Seller undertakes to send its representatives to the premises of PCO.
 6. In any case, the Seller is obligated to:
 - 1) maintain readiness to accept complaints from 8:00 am to 4:00 pm, excluding non-working days, public holidays and bank holidays; complaints sent after 4:00 pm will be counted from 8:00 am on the following working day;
 - 2) ensure the service response within **24 hours** from the date of receipt of the complaint; the service response is understood as arrival at the site, remote connection to the Equipment or giving telephone instructions to a PCO employee;
 - 3) complete the processing of the complaint within **2 working days** from the date declared by PCO for making the Equipment available to the Seller's representatives;
 - 4) remove the defects or deliver a new Equipment free of defects within **7 days** from the date of completing the processing of the complaint, provided that spare parts are available; if parts are needed, the Seller is obligated to remove the defect **within 2 working days** from the date of delivering the parts to PCO, but no later than within **14 days** from the date of receiving the complaint notification.
 7. In the event that the complaint is justified, all costs of performing the Seller's obligations referred to in this Article, including forwarding, transport and insurance costs, shall be borne exclusively by the Seller.
 8. The Seller's warranty period shall be each time extended by the period from the detection of a defect by PCO to the date of delivery of a defect-free Equipment to PCO, confirmed by signing a post-repair acceptance report by representatives of the Parties.
 9. Neither the final acceptance by PCO, nor the warranty referred to in this Article, affect PCO's rights under the implied statutory warranty for physical or legal defects. The implied warranty period for physical defects is the same as the Seller's warranty

period, and the implied warranty for legal defects is unlimited in time. The above liability also extends to the software of the Equipment.

10. Notwithstanding the above provisions, PCO, under the supervision of the Seller or the manufacturer of the Equipment, shall be authorized to repair the Equipment itself. Performance of repairs by PCO under the Seller's supervision shall be deemed to be performed by the Seller itself and shall not affect the validity of the warranty. Performance of repairs by PCO under the supervision of the manufacturer of the Equipment shall be governed by the principles of warranty liability of that manufacturer, referred to in section 2.³
11. The Seller undertakes, within **10 years** from the date of signing the final acceptance report, to maintain the stock of instrumentation, spare parts and consumables, and technological materials or the possibility to produce them or to order them from the manufacturer of the Equipment or other sub-supplier, within the period not exceeding **30 working days**, necessary to ensure proper operation of the Equipment, including carrying out its repairs in the post-warranty period.

§ 5. Financial settlements.

1. For due performance of the Agreement, PCO undertakes to pay the Seller a price in the amount of PLN ... (say: ... 00/100) net (hereinafter: the "**Price**").
2. The Price is increased by the value added tax according to the applicable regulations.
3. The Price is payable based on a VAT invoice, within **30 days** from the date of its delivery to PCO, by bank transfer to the Seller's bank account indicated in the invoice. The Seller is obligated to indicate in the invoice the value of the trainings referred to in § 3.4.⁴
4. The date of payment shall be the date of debiting the PCO bank account.
5. The basis for issuing the invoice is signing the final acceptance report in accordance with § 3.6.
6. Payment of the Price shall exhaust all claims of the Seller for due performance of the Agreement, including all costs necessary to be borne by the Seller for its due performance.

§ 6. Contact details for the Parties.

1. The persons responsible for day-to-day working contacts in the implementation of the Agreement are:
 - 1) for PCO:
 - a) ..., Tel.: ..., Email: ...;

³ Delete the sentence if the Seller is the manufacturer

⁴ Any changes to the payment terms must be agreed with EF and BP. Any advance payment requires the Seller to provide an unconditional bank or insurance guarantee.

b) ..., Tel.: ..., Email: ...;

2) for the Seller:

a) ..., Tel.: ..., Email:

2. The persons indicated in section 1.1 above shall have the right to take binding decisions within the scope of the Agreement, excluding the right to amend or terminate the Agreement. These persons shall not have the right to act beyond the scope of the Agreement.
3. Each Party shall be entitled to change its contact person, each time doing so in writing or in the electronic form, providing the details of the successor, under the pain of nullity, provided that such a change does not require the consent of the other Party.
4. Declarations of the Parties, for which the Agreement requires a written form, shall be submitted in person, by registered mail through a postal operator or by courier service. Other declarations may be also delivered using electronic mail, provided that the Agreement does not impose any limitation in this respect. The Party, being an addressee of a declaration delivered in the manner indicated in the preceding sentence, should immediately confirm its receipt to the other Party.
5. All declarations of intent, as well as other correspondence sent to one of the Parties to its address as disclosed in the presentation of the Parties, shall be deemed to have been duly served unless the addressee notifies the sender in advance, in writing, of the change of the above address.

§ 7. Liability.

1. The Seller shall ensure that the use of the Equipment, including its software, by PCO in accordance with the Agreement does not violate any rights of third parties.
2. In the event of any claims by a third party against PCO resulting from the use of the Equipment (including its software), the Seller shall, at its sole expense, take legal steps to protect PCO from the effects of the abovementioned claims, and in the event PCO incurs any damage as a result of the abovementioned claims, the Seller shall immediately compensate PCO for the damage in its full amount, in particular, the Seller shall reimburse PCO in full the amount of damages awarded or settled and the costs of the proceedings, as well as the costs of legal services incurred in connection with the defence against the above claims.
3. In the event that PCO incurs damage in connection with the use of the Equipment and as a result of the defects inherent in it, subject to the warranty or the implied warranty for physical and legal defects referred to in § 4, the Seller shall immediately repair the damage in full amount.
4. If, as a result of infringement by the Seller of a legal provision or a provision of the Agreement, any obligations are imposed on PCO or persons acting on its behalf by authorized administrative authorities, in particular in connection with establishing

that the Equipment is an adulterated product, not of the commercial quality as defined in the regulations or declared in the marking, the Seller shall indemnify PCO or persons acting on its behalf, respectively, from the aforesaid obligations and accept them, and if it is legally unacceptable, the Seller shall immediately repair the damage suffered by PCO or persons acting on its behalf, respectively, in full amount.

5. PCO shall have the right to demand payment of the contractual penalty from the Seller if:
 - 1) the Seller violated the deadline referred to in § 2.1 – in the amount of 0.25% of the Price for each commenced day of the delay;
 - 2) PCO withdrew from the Agreement in whole or in the unperformed part for reasons attributable to the Seller - in the amount of 20% of the Price;
 - 3) the Seller has breached the obligation referred to in § 9 - in the amount of PLN 100,000 for each case of breach.
6. The Parties agree that PCO is entitled to claim damages exceeding the amount of the reserved contractual penalties, provided that the amount of damage suffered by PCO exceeds the contractual penalties.
7. In the case of non-performance or improper performance of the Agreement by the Seller, PCO shall have the right to entrust the performance of the subject of the Agreement to a third party (substitute agreement) and charge the Seller with the costs of such a substitute agreement. The above shall not affect PCO's claims for payment of contractual penalties and compensation for damage suffered in full. The Seller hereby undertakes to reimburse PCO the entire documented costs of the substitute agreement on the basis of a debit note issued by PCO. The basis for issuing a debit note by PCO is an invoice issued by a third party.
8. PCO has the right to withdraw from the Agreement, in whole or in the unperformed part, by unilateral declaration of intent, if the Seller is more than **30 days late** in relation to the deadline referred to in § 2.1;
9. The right of withdrawal referred to in section 8 above may be exercised by PCO until and the exercise thereof shall not affect the rights set out in sections 5 and 6 above.

§ 8. Confidentiality clause.

1. Information not disclosed to the public, acquired by the Seller (including the persons entrusted with the performance of the Agreement) in connection with the performance of the Agreement, in particular during their stay at the PCO premises, and in particular information marked by PCO with the "*Trade Secret of PCO S.A.*" [*Tajemnica Przedsiębiorstwa PCO S.A.*] clause, "*Property of PCO S.A.*" [*Własność PCO S.A.*] clause, or another one similarly indicating the confidentiality of the content, shall constitute a trade secret of PCO within the meaning of Article 11.2 of the Act of 16 April 1993 on combating unfair competition [*Ustawa o zwalczaniu nieuczciwej*

konkurencji”] and Article 2.1 of the Directive of the European Parliament and of the Council on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, and the Seller is obligated to:

- 1) use the information (including reproducing it) only to the extent necessary for the performance of the Agreement;
 - 2) make it available only to persons whose access is necessary for the performance of the Agreement and ensure that these persons comply with the provisions of this Article;
 - 3) protect it as if it was its own information of similar importance, including at least adequate protection and safeguards against unauthorized access, including unauthorized disclosure, access, sharing, duplication, use, modification, damage or loss;
 - 4) not remove any markings on the documents or other carriers of this information, in particular the "*Trade Secret of PCO S.A.*", as well as to reproduce such markings in the case of authorized reproduction of documents or other carriers of this information;
 - 5) destroy any copies made as soon as the purpose for which the copies were made has been achieved;
 - 6) return, at PCO's request, all materials (including documents) received in connection with the Agreement (regardless of the form of their transfer) as well as materials produced for the purpose of the performance of the Agreement; if their return is not possible, the Seller undertakes to destroy the materials referred to above.
2. The Seller also undertakes not to record any images within PCO's premises without the PCO's prior written consent.
 3. The Seller undertakes to immediately inform PCO about any suspected breach of PCO's business secrecy - to the email address: ochrona@pcosa.com.pl or by telephone: 695 200 397 or 601 759 368.
 4. Referring by the Seller to the fact of concluding the Agreement, and in particular using PCO's business name or logo in any marketing or advertising activities of the Seller, requires the prior consent of the PCO, expressed in writing under pain of invalidity.
 5. The obligations referred to in this Article shall remain in force indefinitely.

§ 9. Personal data protection.

1. Each party to the Agreement declares that it is a controller of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as

the “GDPR”), with regard to personal data of persons indicated in the Agreement as persons responsible for ongoing working contacts (so-called, contact details) or persons actually performing activities under the Agreement. The personal data provided for the purposes of the Agreement are ordinary data and include, in particular, first name, surname, position held and place of work, business telephone number, business e-mail address.

2. The Parties undertake to protect the personal data made available to each other in connection with the performance of the Agreement, including the implementation and application of technical and organizational measures ensuring an appropriate level of personal data security in accordance with the provisions of the law, and in particular those of the GDPR.
3. PCO presents an information clause regarding the processing of personal data, constituting **Appendix no. 8** to the Agreement and the Seller is obligated to forward information on its content to the natural persons referred to in section 1 above, who are not the persons signing the Agreement.

§ 10. Final provisions.

1. The Agreement shall be governed by Polish law.
2. All disputes arising from the Agreement shall be submitted by the Parties to the common court having territorial jurisdiction over the registered office of PCO.
3. Any amendment to the Agreement shall be made in writing, otherwise being null and void.
4. The transfer by either Party of their rights under the Agreement to a third party shall require the prior written consent of the other Party.
5. The Appendices referred to in the Agreement constitute its integral part. In case of conflict between the main body of the Agreement and an Appendix, the provisions of the main part of the Agreement shall prevail.
6. The Agreement has been drawn up in two identical counterparts, one for each Party.
7. The Agreement shall enter into force on the date of its conclusion.

For PCO S.A.

For The Seller

PCO S.A. INFORMATION CLAUSE

1. PCO S.A. with its registered office in Warsaw (03 - 982), at the address: ul. Jana Nowaka - Jeziorańskiego 28, full registration details are to be found in the body of the Agreement (hereinafter: "PCO") is the Controller of personal data of employees delegated to perform the Agreement and persons representing the Seller which have been provided for the purpose of implementation of the Agreement.
2. Contacting PCO is possible at the correspondence address indicated in paragraph 1 or with the designated Data Protection Officer at the email address: iod@pcosa.com.pl ;
3. The data shall be processed:
 - 1) for the purpose of conclusion and performance of the Agreement concluded with PCO, and for the purpose of making the necessary settlements in connection with its conclusion (Article 6(1)(b) of the GDPR) - for the period of time necessary for the performance of the Agreement, and after its termination personal data will be processed for the time necessary to demonstrate the correctness of the performance of the obligations resulting from it until the expiry of the time limits indicated in the archiving regulations;
 - 2) for the purpose of the performance of PCO's statutory obligations, in particular, tax and reporting obligations (Article 6(1)(c) of the GDPR) - for the time necessary for the performance of PCO's statutory obligations, in particular until the expiry of the limitation period for tax liabilities;
 - 3) for the purpose of pursuing PCO's legally justified interest, which is the right to contact the persons indicated for the matters of performance of the Agreement, and the right to assert and defend against claims, and also archiving obligations (Article 6(1)(f) of the GDPR) - for the time necessary for pursuing PCO's legally justified interest, not longer than the expiry date of the statute of limitations for claims.
4. Providing data is voluntary, however, failing to provide the data shall result in the inability to conclude or perform the Agreement.
5. Recipients of personal data may be entities participating in the performance of PCO activities (suppliers and providers of IT systems and IT services, entities providing consulting, advisory, auditing, training, organizational, legal, tax, accounting services). Personal data may be shared with Polska Grupa Zbrojeniowa S.A. with its registered office in Radom (including companies operating within the PGZ S.A. group);
6. PCO does not plan to transfer personal data to recipients outside the European Economic Area and informs that the data shall not be processed in an automated manner.
7. You have the right to access your data, rectify your data, request deletion of your data, as well as the right to restrict the processing, object to the processing of personal data and the right to lodge a complaint with the supervisory authority if your data are processed in breach of the legal requirements.