

# General Terms & Conditions

Ultra Metal Powders Sp. z o. o.

Version: August 2025

## 1. Scope of Application

These General Terms and Conditions ("GTC") apply exclusively to the sale of metal powders and related services (e.g. training, consulting, technical support) by Ultra Metal Powders Sp. z o. o. and its Affiliates ("UMP"). These terms do not apply to the sale of hardware, software, or licenses unless explicitly agreed in writing.

## 2. Order and Contract Formation

- Orders become binding upon UMP's written confirmation or commencement of delivery or service.
- Orders may be modified, delayed, or rejected by UMP based on feasibility or regulatory compliance.
- Service scope will be confirmed separately if not included in the order.
- An order is considered properly placed only after full payment has been received by UMP. The shipment or service will be provided once the payment is confirmed.
- The place of fulfilment for delivery and payment is Wrocław, Poland.

## 3. Prices and Payment Terms

- All prices are in EUR, exclusive of VAT, customs, duties, packaging, and transportation and insurance costs, which are charged separately on the invoice, even under CIP (Incoterms® 2020).
- For EU business customers with a valid VAT ID, the reverse charge mechanism applies in accordance with Polish VAT law.
- For Swiss buyers: The customer is responsible for all import duties, clearance costs, and VAT. UMP will not act as importer of record.
- Invoices are payable upon receipt. Late payments (after 30 calendar days) will accrue statutory commercial interest.
- Invoices will be issued net of VAT. For EU business customers with a valid VAT ID, the reverse charge mechanism applies in accordance with Polish VAT law.

#### 4. Delivery and Service Execution

- Delivery of powders is carried out under CIP (Carriage and Insurance Paid To, Incoterms® 2020) terms to the destination agreed with the buyer.
- However, transportation and insurance costs under CIP are not included in the product price and will be listed separately on the invoice.
- Risk transfers to the buyer upon handover of the goods to the first carrier at UMP's warehouse in Worclaw, Poland. Partial deliveries are permitted.
- UMP may deliver in partial shipments or provide services in stages.
- Services may be provided on-site or remotely as agreed. Delivery and performance dates are non-binding estimates unless stated otherwise.
- Delivery and performance dates are estimates and not legally binding unless otherwise agreed.

#### 5. Force Majeure

UMP shall not be liable for any delay or failure due to circumstances beyond its control, including natural disasters, pandemics, labor strikes, supplier issues, legal orders, or transport disruptions. Delivery timelines shall be extended accordingly.

#### 6. Retention of Title

Ownership of delivered powders remains with UMP until full payment is received. UMP retains full ownership and IP rights to any service deliverables, unless explicitly agreed otherwise in writing.

#### 7. Customer Obligations and Cooperation

The customer shall:

- Provide timely and complete access, data, and personnel for service execution.
  - Prepare the work environment and ensure safe access if on-site services are performed.
  - Handle and use powders according to UMP instructions.
- UMP is not liable for performance delays caused by insufficient customer cooperation.

#### 8. Services – Disclaimer of Results

UMP provides services (training, consulting, support) in an advisory capacity only. UMP does not warrant any specific manufacturing or technical outcome unless explicitly agreed in writing. Customers remain responsible for their process results.

#### 9. Service Scope and Deliverables

Unless agreed otherwise:

- Services aim to transfer knowledge or provide general technical support.

- Deliverables (e.g., training slides, process suggestions) are not engineering designs or validated production protocols.
- Any deviation or customization must be defined in writing.

## 10. Warranty and Complaints

- Powders: Buyer must inspect on delivery and report visible defects in writing within 7 days.
- Services: Complaints must be made in writing within 14 days of completion.
- UMP may replace, re-perform, or credit defective items at its discretion.
- Warranty is void if products or services are modified or used improperly.

## 11. Intellectual Property

UMP retains all intellectual property and copyrights related to:

- Powder compositions
- Service methodologies
- Training content and documentation
- Any deliverables provided unless explicitly transferred in writing

Feedback from customers may be freely used by UMP to improve products or services.

## 12. Liability

UMP is liable only for:

- Intentional misconduct or gross negligence
- Death or injury due to negligence
- Violation of essential contractual duties (limited to foreseeable damages)

UMP is not liable for:

- Loss of profit
- Indirect or consequential damages
- Third-party claims

Total liability is capped at the contract value unless legally impermissible.

## 13. Export Compliance

The buyer must comply with applicable export and customs regulations (EU, Poland, US, and destination country).

UMP reserves the right to refuse any order that would violate export restrictions.

Swiss buyers are responsible for all import formalities and charges.

#### **14. Subcontracting**

UMP may subcontract its obligations to qualified third parties. UMP remains responsible for contract performance.

#### **15. Confidentiality**

All information exchanged under this agreement—including process details, technical data, training materials, or commercial terms—must remain confidential unless required by law or explicitly released in writing.

#### **16. Severability**

If any clause is found invalid or unenforceable, the remaining clauses remain in force. Invalid clauses shall be replaced by valid provisions closest in purpose.

#### **17. Governing Law and Dispute Resolution**

- These GTC are governed by the laws of Poland, with the United Nations Convention on Contracts for the International Sale of Goods (CISG) excluded.
- All disputes shall be resolved by arbitration under the rules of the Court of Arbitration at the Polish Chamber of Commerce (KIG), seated in Warsaw, conducted in English.
- Claims below €50,000 shall be decided by a sole arbitrator; others by a panel of three arbitrators.
- Either party may seek urgent interim relief in Polish courts.