GENERAL TERMS AND CONDITIONS

SALE, DELIVERY AND SERVICES

ULTRA METAL POWDERS Sp. z o.o.

IMPORTANT: These General Terms and Conditions ("GTC") apply exclusively to transactions with business customers acting in the course of their trade, business or profession. They do not apply to consumers. These GTC should be read together with the applicable UMP Order Confirmation, Product Specification, Safety Data Sheet (SDS), product label, Certificate of Analysis (CoA) and the current **GENERAL PRODUCT INSTRUCTIONS - HANDLING, TRANSPORT, STORAGE AND USE OF METAL POWDERS** ("General Product Instructions"). Product-specific or mandatory legal requirements may be more restrictive.

1. Scope and application

1.1 These GTC apply to all offers, sales, deliveries and services supplied by Ultra Metal Powders Sp. z o.o., ul. Marsz. Józefa Piłsudskiego 74 lok. 320, 50-020 Wrocław, Poland ("UMP"), including metal, alloy, composite, coated, modified and surface-engineered powders, samples, classification or processing services, training, consulting and technical support, unless a specific written agreement states otherwise.

1.2 These GTC are intended for business-to-business transactions only. A customer purchasing as a consumer, or a person entitled to mandatory consumer-like protection that cannot lawfully be excluded, is subject to the applicable mandatory rules instead of any conflicting provision of these GTC.

1.3 Any general terms, purchase conditions or similar documents of the customer are rejected and shall not apply unless UMP expressly accepts them in writing. Performance of an order, silence or acceptance of payment does not constitute acceptance of the customer's terms.

1.4 These GTC apply to the ongoing business relationship between UMP and the customer in the version incorporated into the relevant Contract. A later website version does not retroactively amend an already concluded Contract unless the parties agree otherwise.

2. Offers, orders and contract formation

2.1 Unless expressly stated to be binding, quotations, price indications, technical proposals, availability statements and other offers by UMP are non-binding and may be withdrawn or revised before acceptance.

2.2 A binding offer issued by UMP is valid for 30 calendar days from its date unless another validity period is stated in the offer.

2.3 A customer order constitutes an offer to purchase. A Contract is concluded only when UMP issues a written or electronic Order Confirmation, signs a mutually negotiated agreement, or dispatches the goods or commences the agreed service, whichever occurs first. Receipt of an order or advance payment alone does not oblige UMP to accept the order; if an order is rejected, amounts received for the rejected order will be returned.

2.4 Changes, cancellations or additions requested by the customer are effective only if accepted by UMP in written or electronic documentary form. UMP may adjust price, lead time and other terms to reflect an accepted change.

3. Contract documents and order of precedence

Unless a negotiated document expressly provides a different hierarchy, the following principles apply. A specific written term prevails over a general term only for the matter it specifically addresses.

Ultra Metal Powders Sp. z o. o., ul. Marsz. Józefa Piłsudskiego 74/320, 50-020 Wrocław, Poland
www.umpowders.com E: office@umpowders.com M: +48 733 500 574

Matter	Order of precedence / controlling document
Commercial terms	1) negotiated and mutually signed agreement; 2) UMP Order Confirmation; 3) UMP quotation or offer; 4) these GTC.
Product conformity	The expressly agreed written Product Specification and the applicable batch Certificate of Analysis (CoA).
Safety, handling and transport	Applicable mandatory law, the current product-specific Safety Data Sheet (SDS), product label and the General Product Instructions.
Customer documents	Customer purchase terms or other general conditions do not apply unless UMP expressly accepts them in writing.

3.1 The General Product Instructions are incorporated into each Contract for powder products by reference. The customer is responsible for ensuring that personnel handling or using the products have access to the current applicable version.

3.2 If a conflict concerns health, safety, dangerous-goods transport or mandatory regulatory requirements, applicable mandatory law and the current product-specific SDS and label prevail to the extent of that conflict.

3.3 If a conflict concerns agreed product acceptance criteria, the expressly agreed written Product Specification and the applicable batch CoA prevail over brochures, website information, typical values, presentations and other general product information.

4. Product information, specifications and samples

4.1 Catalogues, brochures, website content, presentations, data sheets containing typical values, photographs, SEM images, technical discussions and samples are provided for general information or evaluation and do not constitute a contractual guarantee unless expressly incorporated into the Order Confirmation or a mutually signed agreement.

4.2 Product conformity is determined exclusively against the written acceptance criteria expressly agreed for the relevant product or batch. Typical, nominal or informational values are not batch acceptance limits unless expressly stated as such.

4.3 UMP may make non-material changes to manufacturing, packaging, sourcing or documentation that do not cause the delivered product to fail the agreed Product Specification or applicable mandatory law.

4.4 Samples and evaluation quantities are supplied for professional evaluation only and are subject to these GTC and the applicable product documentation unless UMP agrees otherwise in writing.

5. Prices, taxes and payment

5.1 Prices and currency are those stated in the UMP quotation or Order Confirmation. Unless expressly stated otherwise, prices are exclusive of VAT, sales or use taxes, customs duties, import charges, freight, insurance, brokerage, special packaging, testing requested by the customer and similar charges.

5.2 VAT will be charged, zero-rated or otherwise treated as required by applicable Polish and European Union VAT law and the facts of the transaction. The customer shall promptly provide a valid VAT or tax identification number and any documentation reasonably required to support the applicable tax treatment.

5.3 Unless the Order Confirmation states otherwise, orders are payable in advance and UMP is not required to commence production, release goods or perform services before cleared funds are received. Any payment term stated in the Order Confirmation is calculated from the invoice date.

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5.4 Overdue amounts bear statutory interest applicable to commercial transactions under Polish law, together with statutory recovery compensation and reasonable recovery costs where available. UMP may suspend further performance while any undisputed overdue amount remains unpaid.

5.5 Payments shall be made without set-off, counterclaim, deduction or withholding except for claims finally adjudicated, expressly acknowledged by UMP, or deductions required by mandatory law. If a withholding is legally required, the customer shall remit it to the competent authority and provide official evidence without undue delay.

5.6 Bank charges imposed by the customer's bank or intermediary banks are borne by the customer. Payment is complete when the full amount due is credited to the bank account designated by UMP.

6. Delivery terms, risk and partial deliveries

6.1 Unless another Incoterm and named place are stated in the Order Confirmation, delivery is FCA Ultra Metal Powders, Wrocław, Poland, Incoterms® 2020.

6.2 Where the Order Confirmation specifies another Incoterm, including CPT, CIP or DAP, allocation of delivery obligations, costs and risk is governed by that agreed Incoterm® 2020 and the named place. UMP does not act as importer of record and does not assume import clearance, import VAT or import duties unless expressly agreed in writing.

6.3 Risk of loss or damage transfers in accordance with the applicable agreed Incoterm. Transfer of risk is independent of retention of title under Section 13.

6.4 Partial deliveries and partial performance are permitted where commercially reasonable, unless the customer has a material documented interest in a single delivery and this was accepted by UMP in writing before Contract formation.

6.5 Quantities, weights and batch information shown in UMP shipping and quality records are presumed correct unless the customer demonstrates a material discrepancy. Any customary or agreed quantity tolerance is governed by the Product Specification or Order Confirmation.

7. Delivery dates, delays and force majeure

7.1 Delivery and performance dates are estimates unless the Order Confirmation expressly identifies a date as binding. A delivery period begins only after Contract formation and receipt of all information, approvals, advance payments and other customer inputs required for performance.

7.2 UMP is not liable for delay or non-performance caused by circumstances beyond its reasonable control, including natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil disturbance, sanctions, export restrictions, government action, energy or utility failures, cyber incidents affecting essential operations, labour disputes, carrier disruption, shortage of transport capacity, or material failure or delay of suppliers that UMP could not reasonably avoid or overcome.

7.3 The affected obligation and delivery period are suspended or extended for the duration and reasonable consequences of such event. If the event continues for more than 90 days and materially frustrates the Contract, either party may terminate the affected undelivered portion by written notice without liability for future performance; accrued payment and confidentiality obligations remain unaffected.

7.4 UMP is not subject to liquidated damages, penalties or contractual fines for delay or other default unless such liability is expressly accepted by UMP in a mutually signed agreement.

8. Customer delay, suspension and cancellation

8.1 If the customer fails to make an advance payment, provide required documents or instructions, arrange transport, take delivery, or otherwise perform an obligation required for UMP's performance, UMP may suspend performance, reschedule delivery and recover reasonable resulting costs.

8.2 Where dispatch or delivery is delayed due to the customer's act or omission, UMP may store the goods at the customer's risk and expense after the date on which the goods were ready for delivery, to the extent

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permitted by applicable law. Risk shall transfer no later than the time it would have transferred had the customer performed its obligations, unless mandatory law requires otherwise.

8.3 If there are objective and reasonable grounds to doubt the customer's ability or willingness to pay or perform, UMP may require advance payment, adequate security or clarification before continuing performance.

8.4 Non-standard, custom-made, specially classified, specially tested, surface-engineered or customer-specific products and services may not be cancelled without UMP's written consent. If UMP accepts cancellation, the customer shall reimburse documented costs and commitments incurred for the cancelled portion, including non-cancellable supplier or subcontractor charges and a reasonable amount for work already performed.

9. Inspection, acceptance and complaints

9.1 The customer shall inspect the shipment promptly after receipt for identity, quantity, packaging integrity, visible damage and visible non-conformity. Visible defects, transport damage and shortages must be reported to UMP in writing within 7 business days after receipt and, where relevant, also reported to the carrier within the carrier's required time limits.

9.2 A latent non-conformity that could not reasonably have been discovered during the initial inspection must be reported in writing without undue delay and, in any event, within 7 business days after discovery.

9.3 A complaint should identify the product, batch or lot number, quantity affected, invoice or order number, nature of the alleged non-conformity, relevant photographs or data and, where reasonably available, the customer's inspection or test results.

9.4 Pending investigation, the customer shall segregate and preserve the affected product and its original packaging, avoid further processing except to the extent reasonably necessary for examination, and provide UMP a reasonable opportunity to inspect or test representative material.

9.5 Products may be returned only with UMP's prior written authorization and return instructions. Unauthorized returns may be refused.

10. Limited product warranty and remedies

10.1 Subject to these GTC, UMP warrants that at the time risk transfers the delivered powder will conform to the expressly agreed written Product Specification and, where issued, the batch-specific CoA. No warranty is given for characteristics not included in those contractual acceptance criteria.

10.2 For Business Customers, statutory warranty for defects (rękojmia) under the Polish Civil Code is excluded to the maximum extent permitted by law. This exclusion is ineffective where mandatory law provides otherwise, including where a defect has been fraudulently concealed.

10.3 Unless a different written warranty period is expressly agreed, contractual claims for product non-conformity must be notified within 12 months from delivery and within any shorter stated shelf-life or use-by period. This contractual period does not shorten any mandatory period that cannot lawfully be shortened.

10.4 If UMP confirms a timely reported non-conformity attributable to UMP, UMP may, at its option and as the customer's primary contractual remedy, replace the affected quantity, reprocess it where technically appropriate, issue a credit, or refund the net price paid for the affected quantity.

10.5 To the maximum extent permitted by applicable law, UMP disclaims all warranties not expressly stated in the Contract, including any implied warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose, process outcome or non-infringement. This clause applies only to the extent such warranties or conditions may lawfully be excluded in the relevant jurisdiction.

10.6 The warranty does not cover deterioration or non-conformity caused after transfer of risk by improper transport, storage, opening, resealing, repackaging, contamination, exposure to moisture or oxygen,

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blending, reuse, sieving, milling, aggressive mechanical treatment, alteration of engineered particle features, or use contrary to the applicable SDS, label, Product Specification or General Product Instructions.

11. Handling, storage, reuse and process suitability

11.1 The customer shall handle, transport, store, sample, repackage and use the products in accordance with the current product-specific SDS, product label, General Product Instructions and any additional written product-specific instructions.

11.2 The customer is responsible for establishing safe operating procedures, workplace controls, equipment suitability, process parameters, powder reuse criteria, requalification methods and acceptance criteria for its specific machine, process, component and final application.

11.3 Unless expressly guaranteed in a mutually signed agreement, UMP does not warrant a particular printing result, deposition efficiency, coating performance, density, mechanical property, electrical or thermal property of a manufactured component, or compatibility with a specific LPBF, Cold Spray, HVOF, MIM or other machine or process.

11.4 Where the customer blends, modifies, reclassifies, sieves, reuses, repackages or otherwise processes the powder after delivery, the customer is responsible for validating the resulting material and for any representations made concerning that processed material.

12. Services, training and technical support

12.1 Unless expressly agreed otherwise, training, consulting, classification support, process suggestions and technical assistance are advisory services intended to transfer knowledge or support evaluation. They are not certified engineering designs, validated production protocols, regulatory approvals or guarantees of a specific manufacturing outcome.

12.2 The customer remains responsible for its process validation, design decisions, machine operation, workplace safety, regulatory compliance and final product qualification.

12.3 Service deliverables, scope, assumptions, customer inputs and acceptance criteria, if any, are those stated in the Order Confirmation, statement of work or mutually signed agreement.

13. Retention of title

13.1 Title to goods remains with UMP until UMP has received full payment of all amounts due for the relevant goods, to the maximum extent recognized by applicable law. Transfer of risk is governed separately by Section 6.

13.2 Until title passes, the customer shall, where reasonably practicable, identify the unpaid goods as UMP property, keep them adequately protected and not create security rights over them that would prejudice UMP's retained title.

13.3 Where retention of title requires registration, identification or other formalities in the customer's jurisdiction to be effective against third parties, the customer shall reasonably cooperate with UMP. Nothing in this Section grants UMP rights that cannot validly arise under applicable mandatory law.

14. Intellectual property and confidentiality

14.1 Sale of a product does not transfer any intellectual property, manufacturing know-how or process rights of UMP. UMP retains all rights in its proprietary production methods, surface-engineering methods, classification methods, technical documentation, training materials, drawings, software, trademarks, know-how and other protectable subject matter, except to the extent expressly transferred in a mutually signed agreement.

14.2 Each party shall keep confidential non-public technical, commercial and business information received from the other party and use it only for the relevant business relationship. Confidentiality does not apply to information that is or becomes public without breach, was lawfully known without restriction, is lawfully

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received from a third party, is independently developed, or must be disclosed by law or competent authority.

14.3 Unless separately agreed, customer feedback and non-confidential observations concerning product performance may be used by UMP to improve its products and services, provided UMP does not disclose the customer's confidential information or identify the customer without permission.

15. Regulatory, export, import, sanctions and end-use compliance

15.1 Each party shall comply with export control, sanctions, customs and trade laws applicable to its own activities. UMP may refuse, suspend or cancel an order where performance would violate such rules, require an authorization that has not been obtained, or create a reasonable sanctions or diversion risk.

15.2 Unless UMP expressly agrees otherwise in writing, the customer is the importer of record outside Poland and is responsible for import permits, customs clearance, tariffs, import VAT or sales taxes, destination-country registrations, local reporting and other requirements imposed on the importer, distributor or user.

15.3 The customer shall not export, re-export, transfer, resell or use products in violation of applicable sanctions, export-control laws or binding end-use restrictions. The customer shall provide end-use, end-user and destination information reasonably requested by UMP for compliance screening or licensing.

15.4 A destination-country requirement, including a customer-specific declaration, registration, certification, substance restriction or reporting obligation, forms part of UMP's contractual scope only if expressly accepted by UMP in writing before Contract formation.

16. Substance, environmental and compliance statements

16.1 Statements concerning REACH, RoHS, ELV, conflict minerals, TSCA, Canadian chemical requirements, food-contact, medical, aerospace, defence, nuclear, automotive or other sector-specific regimes are contractual only if expressly stated in the Order Confirmation, Product Specification or a separately issued written declaration applicable to the relevant product and transaction.

16.2 Where UMP provides regulatory or substance information, it may rely on supplier information, analytical data and information reasonably available at the time. The customer remains responsible for determining whether the product and its intended use comply with the laws and customer-specific requirements applicable to the customer's own operation and final product.

16.3 Nothing in these GTC requires UMP to make a regulatory representation that is not supported by the applicable product documentation or by information reasonably available to UMP.

17. Liability

17.1 Subject to Sections 17.4 and 17.5, UMP is liable for breach of Contract only for direct loss that was reasonably foreseeable as a typical consequence of that breach and is proven by the customer.

17.2 To the maximum extent permitted by applicable law, UMP is not liable for indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profit, revenue, production, use, contracts, opportunity, anticipated savings, goodwill, data or business interruption, regardless of the legal theory asserted.

17.3 To the maximum extent permitted by applicable law, UMP's aggregate contractual liability arising from or in connection with a particular order or delivery shall not exceed the net price paid or payable to UMP for the specific goods or services giving rise to the claim.

17.4 The exclusions and caps in this Section do not apply to liability that cannot lawfully be excluded or limited, including liability for damage caused intentionally, mandatory liability for damage caused by a dangerous or defective product, and liability for death or personal injury to the extent applicable law prohibits limitation.

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17.5 Nothing in these GTC excludes or limits any right or liability to the extent such exclusion or limitation is invalid under mandatory law. If a limitation is unenforceable only in part, it shall apply to the maximum extent legally permissible.

17.6 UMP is not responsible for loss caused by the customer's design, machine parameters, processing conditions, powder reuse, mixing, modification, repackaging, storage, handling, downstream labelling or final application except to the extent the loss is directly caused by a proven non-conformity or breach attributable to UMP.

18. Customer responsibility for third-party claims

18.1 To the extent permitted by applicable law, the customer shall indemnify and hold UMP harmless from third-party claims, losses and reasonable costs arising from the customer's unsafe handling, unauthorized modification, blending, repackaging, misleading downstream representation, unlawful import, unlawful resale, regulatory non-compliance, or use of the product in the customer's final product or process, except to the extent the claim is caused by UMP's proven product non-conformity, breach, or other liability that cannot lawfully be transferred.

18.2 A party seeking indemnification shall provide prompt notice and reasonable cooperation. The indemnifying party may control the defence and settlement, but may not admit liability on behalf of the other party or impose non-monetary obligations on it without written consent.

19. Assignment, subcontracting, no waiver and severability

19.1 UMP may use qualified subcontractors and carriers to perform parts of its obligations and remains responsible for its contractual performance to the extent required by law and the Contract.

19.2 The customer may not assign the Contract or transfer material rights or obligations under it without UMP's prior written consent, which shall not be unreasonably withheld in connection with a bona fide corporate reorganization where the assignee remains financially capable of performance.

19.3 Failure or delay by either party to exercise a right does not waive that right. A waiver is effective only for the specific matter for which it is given.

19.4 If a provision of these GTC is invalid, illegal or unenforceable, the remaining provisions remain effective. The invalid provision shall, to the extent legally possible, be replaced or interpreted so as to preserve its lawful commercial purpose.

20. Governing law and dispute resolution

20.1 Each Contract and these GTC are governed by the substantive laws of the Republic of Poland, excluding its conflict-of-law rules.

20.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

20.3 Any dispute, controversy or claim arising out of or in connection with a Contract or these GTC, including their existence, validity, interpretation, performance, breach or termination, shall be finally resolved under the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force when the arbitration is commenced.

20.4 The seat of arbitration shall be Warsaw, Poland. The language of the arbitration shall be English. The tribunal shall consist of one arbitrator where the amount in dispute does not exceed EUR 250,000 and three arbitrators where it exceeds EUR 250,000, unless the parties agree otherwise or the applicable Arbitration Rules require otherwise.

20.5 Nothing prevents either party from requesting interim, protective or conservatory measures from a competent state court where such relief is available. Seeking such measures does not waive the arbitration agreement.

20.6 Mandatory laws that apply irrespective of the chosen law or arbitration clause remain unaffected.

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21. Notices, language and electronic communications

21.1 Contractual notices, confirmations and approvals may be made by e-mail or other durable electronic communication that enables the sender and content to be identified, unless a mandatory law or a mutually signed agreement requires a stricter form.

21.2 The English-language version of these GTC is the controlling version. Any translation is provided for convenience unless expressly agreed otherwise.

21.3 Notices to UMP should be sent to office@umpowders.com or to another address stated in the Order Confirmation. A party shall promptly notify the other party of changes to its relevant contact details.

22. Supplier details and document control

22.1 Supplier

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Website: www.umpowders.com

22.2 Document control

Access Class: PUBLIC. The controlled current version is the version published by Ultra Metal Powders in its official Resources / Downloads area or otherwise supplied with the relevant Contract. Printed or locally stored copies may become outdated and should be checked against the current issued version before use.

These GTC are intended to operate together with the applicable Order Confirmation, Product Specification, SDS, product label, CoA and General Product Instructions. Product-specific documents may contain additional or more restrictive requirements.