GENERAL TERMS AND CONDITIONS OF SALE

of parts / services by MG CAT – Authorized Marine Dealer

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale, hereinafter referred to as the 'GTCS', govern the rules of selling parts and/or providing services by MG CAT (MG Sp. z o.o., Sp. k.), hereinafter referred to as the 'Seller' , to a purchasing entity, hereinafter referred to as the 'Buyer'. The GTCS constitute an integral part of offerings and confirmations of orders, and are binding on both Parties to an agreement, unless the Parties agree upon clearly different provisions.

2. Wherever the following terms are used herein in a capitalized form, they shall have the following meaning for the needs of the GTCS - unless detailed provisions stipulate otherwise:

    a. New Replacement Parts - all new parts ordered by the Buyer,
    b. Remanufactured Replacement Parts - parts remanufactured by the manufacturer (as a part of the so-called Reman or X-Change programs);
    c. Core : parts used in the normal course of operation (a part removed from equipment owned by the Buyer), which may be sent to the manufacturer for the purpose of restoring the properties of a new part,
    d. Replacement Parts: New Replacement Parts or Remanufactured Replacement Parts,
    e. Buyer – a natural person, a legal entity or an organizational unit without legal personality who/which is a party to an Agreement with the Seller on sale of Replacement Parts and/or provision of Services,
    f. Manufacturer - Caterpillar S.A.R.L. , Caterpillar Energy Solutions GmbH or another manufacturer specified in an offering,
    g. Seller – MG CAT (MG Sp. z o.o., Sp. k), located in Gdynia, at Janka Wiśniewskiego str. 13, 81-335 Gdynia, NIP 958-170-92-58 (tax identification number), REGON 386449436 (statistical number);
    h. Service – services provided by the Seller to the Buyer, including amongst others: inspections, repairs, overhauls, diagnostics, tests, replacement parts, technical consultancy;
    i. Agreement – concurring declarations by the Buyer and the Seller concerning significant terms and conditions of Sale of Replacement Parts and/or provision of a Service,
    j. Order – an order for Replacement Parts, a Service, placed with the Seller by the Buyer.

3. These GTCS apply to all sale agreements (including orders) concerning Replacement Parts and/or provision of Services and executed between the Seller and the Buyer.

4. These GTCS are the complete and sole regulation binding on the Parties in respect of sales of Replacement Parts and/or provision of Services. The Parties exclude application of any other

contractual provisions (terms and conditions of sale, agreement specimens, rules and regulations etc.), in particular specimens used or created by the Buyer, subject to item 5 below.

5. The provisions of these GTCS may be amended by the Parties only in writing, or else any such an amendment shall be null and void. Provisions at variance with these GTCS, which are agreed by the Parties in the mandatory written form, shall prevail over these GTCS in case of any discrepancies or contradictions between such provisions and the GTCS.

6. When executing an Agreement with the Seller, the Buyer acknowledges that Services will be provided based on the procedures followed by an authorized service center of the Manufacturer, clearly specifying the manner of conduct, which the Buyer ordering Service to be provided by the Seller accepts herewith without reservations.

II. AGREEMENT EXECUTION / ORDER PLACEMENT (CONCERNING BOTH PARTS AND SERVICES)

1. The basis for placing an order by the Buyer is an offering from the Seller prepared in response to a request from the Buyer.

2. The Buyer shall place with the Seller an Order, which shall specify as a minimum: the Replacement Parts or the Service, the place of Replacement Parts delivery / Service provision, non-standard terms and conditions of Replacement Parts delivery / Service provision, contact data of the Buyer, i.e. name and surname / company name, address / registered office, NIP (tax identification number), KRS (National Court Register) number, full name, phone number and e-mail address of the person to be contacted in matters related to Order filling, Offering number (where applicable), type and number of Replacement Part. The Buyer shall place an order using its own form or a form prepared by the Seller. An Order signed by an individual(s) authorized to represent the Buyer shall be sent by the Buyer to the Seller immediately by e-mail, by facsimile, or by post.

3. An agreement is executed when the Seller confirms in writing acceptance of an order for filling. Confirmation of order acceptance for filling shall be sent to the Buyer by e-mail to the number / e-mail address specified in the order. Any provided for in the law possibilities to tacitly (impliedly) accept an Offering or an Order are hereby excluded.

4. Any and all agreements, assurances, pledges and guarantees made orally in relation to the execution of an Agreement, placement of an Order, making of an Offering or acceptance of an Order shall not be binding.

5. Any declarations of the Parties, including in particular the Order, the Offering, Order acceptance and confirmation of the terms and conditions specified in Order acceptance document shall be delivered to the other Party in writing, by post, by fax, or by e-mail.

III. ORDER FOR REMANUFACTURED REPLACEMENT PARTS

1. If an Agreement for Remanufactured Replacement Parts is executed, the Buyer shall return the Core within two (2) weeks from the Agreement execution date. The Buyer shall return the Core, at its own costs to the address specified by the Seller in the Agreement.

2. The Buyer shall make a remanufacturing fee in the amount specified in the Agreement or in the offering. The fee shall be transferred in money to the bank account specified in the Invoice.

3. The Seller will have the right to withhold the relevant remanufacturing free in whole or in part in a situation where at least one of the following circumstances occurs: (i) the Core is not returned within the time limit provided for in Section III (1) of the GTCS; (ii) the core does not show the required features of a returnable item, which means, amongst others, that the Core has not been cleaned or its damage resulted from reasons other than normal use, or the Manufacturer finds that the Core may not be remanufactured.

IV. COLLECTION OF REPLACEMENT PARTS AND ACCEPTANCE OF SERVICES

1. Replacement Parts shall be collected from the Seller's warehouse in Poland, or shall be sent by courier service to the address of the entity that placed an Order, as specified therein. Collection of Replacement Parts by the Buyer from the Seller's warehouse will be done on an EX works (Incoterms 2010) basis, unless the Parties agree upon otherwise. Sending Replacement Parts by courier service will be done on the DDP (Incoterms 2010) basis.

2. Except for deliveries to destinations situated outside the Republic of Poland, Replacement Parts may be delivered to the Buyer through the agency of a freight forwarder / carrier, if the Agreement so stipulates. If that is the case, the Replacement Parts are sent at the cost and risk of the Buyer, and the risk of accidental loss or destruction of a Replacement Part is transferred to the Buyer when the Seller releases the Goods to the freight forwarder or carrier (Incoterms 2010 DDP).

3. The completion time for Orders for Replacement Part and for delivery of Replacement Part is specified for illustrative purposes only and is not binding on the Parties. Delays in filling Orders for Replacement Part or in delivery of Replacement Part will not provide basis for annulling and/or cancelling the Order, and may not provide basis for any compensation.

4. The Replacement Part collection time is the date of Replacement Part collection: (i) by the Buyer in accordance with item 1 above, (ii) from the freight forwarder / the carrier in accordance with item 1 above, (iii) in a situation where the Replacement Part is not collected in the circumstances described in item 1 above, the collection date shall be the day when the Buyer receives a notification that the

Replacement Parts are ready for collection. Collection from a warehouse will be confirmed with a relevant report.

5. The Service provision date shall be the Services completion date confirmed in the service report or in another type of report issued by the Seller and signed by the Buyer, or a later date if a given Service requires consultation with the Seller.

6. Complaints concerning the quantity of collected parts may be filed only in a situation where the collected parcel showed no signs of tampering on the outside. The complaint referred to in the previous sentence should be filed in writing after the missing quantity is noticed, not later than within 2 business days from the goods reception date. The complaint should be accompanied by a prepared by a commission act of acceptance showing missing quantities, together with a copy of the relevant waybill, and the sale invoice or other documents accompanying the parcel, that is specifications or a shipping note.

7. If the parts are delivered to the Buyer at the cost and risk of the Seller, the Buyer shall report in writing, in an act of acceptance, any evident defects of and damage to the delivered parts, as well as any missing quantities of delivered parts, or else the Buyer shall forfeit the right to file a complaint concerning defects, damage or missing quantities. If that is the case the Buyer shall send the original waybill together with an act of acceptance showing the defect or missing quantities, signed by the carrier and confirming the occurrence of damage during transport.

V. OWNERSHIP RIGHTS TO REPLACEMENT PARTS

1. Replacement Parts being the subject of an Agreement shall remain the property of the Seller until the Buyer pays the entire price (Article 589 of the Civil Code).

2. Upon physical release of a Replacement Part, the Buyer assumes an obligation to cover all the costs related to the maintenance, operation and use of the released Replacement Part, and to use the Replacement Part in accordance with its intended purpose.

3. If the price payment deadline is missed, the Seller may demand that the Buyer return the Replacement Part immediately. If that is the case, the Seller will be entitled to claims for wear and tear or damage to the Replacement Part caused by the Buyer, and to remuneration for the use of the Replacement Part by the Buyer, for a period counted from the date of physical release of the Replacement Part from the Seller's warehouse to the Buyer or to a freight forwarder / carrier, in an amount equivalent to 10% of the total price of the Replacement Part, as stipulated in the Agreement, for each commenced month of use of the Replacement Part, increased by the VAT due.

4. The cost of returning the Replacement Part to the Seller shall be borne by the Buyer.

5. In other cases a Replacement Part may be returned within 30 days, but the Buyer shall pay a handling fee in an amount equivalent to 10% of the Replacement Part value. Filters, rubber components, seals, as well as electronic or other parts specified in the offering as 'N-R' (not return) may not be returned.

VI. PRICE / PAYMENT TERMS

1. The price and the payment conditions will be stipulated in an agreement or in order confirmation by the Seller.

2. The Buyer shall provide the Seller with Buyer's data required for issuing a VAT invoice in accordance with applicable laws.

3. VAT invoices shall be issued in the currency stipulated in the Agreement and in these GTCS, pursuant to a relevant report. The price of a Replacement Part / remuneration for a Service shall be increased by VAT, as per the rate applicable on the invoice issuance date.

4. In a situation where an agreement/an order stipulates a gross price, the price will be changed if the goods and services tax (VAT) rate is changed, following the rules arising from regulations amending the Act on Goods and Services Tax (VAT), or secondary legislation adopted pursuant thereto.

5. The Buyer shall make payment for the parts/service in accordance with the executed agreement/order.

6. In a situation where a confirmation provides for an advanced payment for the Seller, the amount paid by the Buyer is taken on account of the price.

   If there is a delay in making the advance payment, the Seller will have the right to postpone the date of part delivery and/or service provision until the Seller's bank confirms reception of the advance payment.

   The Seller declares that it is an active payer of the goods and services tax (VAT) registered under NIP (tax identification) number: 958-170-92-58 and VAT EU number: PL 958-170-92-58 assigned to the Seller for the purpose of conducting intra-Community transactions.

7. The date of payment is the date when the Seller's bank account specified in the invoice is credited. Before the entire price for Replacement Parts and/or remuneration for Service is paid:
   a. the Buyer shall not transfer the ownership of the Replacement Part free of charge or against remuneration, or provide the Replacement Part as a collateral, or move the Replacement Part outside the territory of the country specified in the Agreement as the place of delivery;
   b. In case the payment of the entire amount due or a part thereof is delayed, the Buyer shall pay statutory interest to the Seller.

c. In case the payment of the entire amount due or a part thereof is delayed, the Seller may refuse to exercise the rights arising from the guarantee until the entire price is paid.
d. Filing a complaint will not entitle the Buyer to withhold payment of the price for the parts/service or for a part thereof.
e. If the Buyer does not make payment in accordance with the agreement/order, the Seller may initiate debt collection proceedings or withdraw from the agreement/order, and may demand that the Buyer return the parts for which the Buyer failed to pay.
f. In a situation where debt collection proceedings are instituted, the Seller may claim from the Buyer the costs incurred in relation to such proceedings.
g. The Seller may also demand compensation if the goods have been consumed or damaged, and in particular when the value of parts collected by the Seller from the Buyer is lower than the price that should be paid by the Buyer for the received parts.

VII. LIABILITY

1. The Seller will be liable towards the Buyer for a loss only in a situation where the loss has been caused deliberately.

2. The Seller will not be liable for non-material and indirect losses, or for lost benefits, which the Buyer could claim as compensation, and in particular for losses in production, operating losses, loss of profits or benefits, commercial losses.

3. The Seller is not obliged to cover costs, expenses and losses resulting from: (i) improper use of a Replacement Part by the Buyer, (i) modifications or repairs of a Replacement Part not agreed upon with the Seller; the above shall apply also to Services provided to the Buyer.

4. The Seller will not be liable for damage to engine/equipment not related to the ordered items.
   The Seller will not be liable for the good order or quality of re-installed components, including direct and indirect damage, and will not be liable under guarantee for services related to installation of reused components, with an assumption that the actions are taken in a diligent manner.

5. The Parties exclude the Seller's liability for benefits lost by the Buyer.

6. The Seller will be liable solely for the scope of work specified in the Order, and for consequences of such work occurred through the fault of the Seller; in no case shall the Seller be liable for other accompanying damages, occurred abnormalities etc. which were not related to the ordered items, for the condition of engine and for the condition of parts not included in the Order.

7. The Buyer shall pay to the Seller remuneration in accordance with the provisions of the agreement/order, and if this condition is not met, it shall cover the costs incurred by the Seller, including the costs of debt collection.

8. The Buyer shall collect the object of the agreement / the ordered items in accordance with the accepted provisions of the agreement/order.

9. The Buyer shall repurchase the parts delivered by the Seller which cannot be used by the Seller for performing other work, in a situation where the agreement is terminated or where the Buyer or the Seller withdraws from the agreement / the order for reasons attributable to the Buyer.

VIII. GUARANTEE / STATUTORY WARRANTY

1. The Buyer hereby acknowledges that the guarantee for the ordered Replacement Parts is granted on the terms conformant with the guarantee granted by the Manufacturer (available at request).

2. The scope of guarantee covers only the original parts and components of a Replacement Part, on the condition that the Replacement Parts will be used and maintained in accordance with recommendations from the Manufacturer and/or the Seller.

3. Under the guarantee, the Seller shall remove physical defect from the Replacement Part or shall supply a suitable Replacement Part free of defects, if the defects becomes apparent within: (i) for a Replacement Part - six (6) months from the Replacement Part collection date, (ii) for Services - within 6 months from the Service provision date. If the Seller replaces a Replacement Part with a new one, the used part subject to replacement will become property of the Seller. If the rights granted under guarantee covering Replacement Part are exercised, the guarantee provider will not be liable for installation of new/remanufactured parts, or for other accompanying services.

4. The Seller shall remove physical defects from a Replacement Part, which occurred for reasons inherent in the Replacement Part, particularly those caused by imperfection of materials of which the Replacement Part was made, and from incorrect workmanship of the Replacement Part. The above does not apply in a situation where defects result from circumstances for which the Manufacturer bears no responsibility.

5. The guarantee for replacement parts does not cover the costs of delivery of a defective Replacement Part to the place of repair or of replacement with a new one, the costs of returning a Replacement Part or a Replacement Part to be replaced to the Seller / Manufacturer, the costs of repair, the costs of installation, the costs of accommodation and travel borne by the Seller's / Manufacturer's staff. Engine/Unit shutdown, time of repair or replacement, costs of transport, removal and reinstallation, or costs resulting from damage to adjacent systems shall in no case provide basis for payment by the Seller of any compensation to the Buyer.

6. The Manufacturer's liability under guarantee shall not cover in particular: (i) replacement with new ones or repair of parts subject to wear and tear during normal use of a Replacement Part; (ii) defects not related to a structural defect in a Replacement Part; (iii) defects related to improper installation of a Replacement Part; (iv) defects caused by performed by the Buyer repairs, modifications or installations of additional parts not sold by the Manufacturer – in a situation where such actions have not been previously agreed upon with the Manufacturer in a mandatory written form; (v) defects arising from normal consumption or wear and tear of a Replacement Part; (vi) defects arising from the use of a Replacement Part by the Buyer in a manner contradictory to its intended purpose; (vii) defects arising from incompetent, careless use of an item by the Buyer, (viii) defects occurred as a consequence of purely accidental events, or resulting from a force majeure event, (xi) replacement of parts or making repairs in relation to normal wear and tear of a Replacement Part or required as a consequence of neglect, lack of supervision over or maintenance of a Replacement Part, or use thereof in a way that is at variance with recommendations from the Manufacturer or the Seller.

7. Services resulting from the application of the guarantee will generally be provided at the Manufacturer's / at the Seller's, after the Buyer returns a Replacement Part and demands action under guarantee. A claim under guarantee will be considered only after the defectiveness of the part or components returned to the Seller / the Manufacturer is verified.

8. Unless the Seller gives prior written consent to other conditions, the guarantee will apply only in Poland.

9. The choice between repair and replacement under warranty, and also regarding the details of performance and other actions, will be made solely by the Seller.

10. A repair or replacement of parts under guarantee will not extend the guarantee period for other parts, components or pieces of equipment not covered by a given repair under guarantee.

11. None of the certificates, approvals, declarations of conformity or other documents describing the quality, parameters and technical properties of goods, as provided by the Seller together with a Replacement Part, constitutes confirmation by the Seller of the data contained therein, and thus such documents do not constitute assurance that the Replacement Parts meet the criteria specified therein. The provided documents are in each case only information from the Seller that according to a declaration by the Manufacturer, the Replacement Parts have been manufactured to the criteria specified in the documents.

12. The application of regulations concerning statutory warranty covering defects is hereby excluded.

13. After the lapse of the guarantee period and within the scope not covered by guarantee, the Seller offers provision of chargeable service for the parts delivered and/or services provided by the Seller, in accordance with the terms and conditions stipulated in a separate agreement.

IX. SAFETY

1. The Buyer shall provide information on OHS conditions before work is commenced, and shall make sure that the working conditions for the Seller are conformant with generally applicable OHS regulations.

X. FORCE MAJEURE

1. The Seller will not be liable towards the Buyer for delays in fulfillment of the Seller's obligations caused by a force majeure event.

2. A force majeure event shall be held to mean any and all causes not foreseen by the Seller and remaining beyond the control of the Seller, which prevent fulfillment of the obligations arising from an Agreement in whole or in part, such as: disasters, floods, strikes, civil commotion, warfare, actions taken by government agencies in the area of granting import and export licenses, amendments to applicable laws.

3. For the effects of force majeure, the ICC Force Majeur Clause (Long Form) Clause of the International Chamber of Commerce shall apply in these General Terms and Conditions.

XI. COMPANY CONFIDENTIAL INFORMATION

1. Throughout the term of an Agreement and after its expiry, the Buyer shall keep in strict secrecy, and shall not hand over, disclose or use without prior written consent from the Seller, any confidential information constituting company secret of the Seller, within the scope stipulated in Article 11 of the Act of 16 April 1993 on counteracting unfair competition.

2. In addition, the Buyer shall not, throughout the term of the Agreement and after the expiry thereof, disseminate, disclose or use information which does not constitute company secret of the Seller, but whose dissemination, disclosure or use could in any way hurt the Seller's reputation or cause other harm to the Seller.

3. The obligation referred to above shall not apply to information which:
    a. had been legitimately known to the Buyer before the disclosure thereof by the Seller,
    b. were transferred by the Seller without any limitation to any other person or entity,
    c. has been independently obtained by the Buyer without using or relying on confidential information,
    d. is commonly known or has been disclosed to the general public through no breach of this confidentiality clause,

e. could have been legally obtained by Buyer from a third party.

XII. ASSIGNMENT - SUBCONTRACTING

1. An assignment of rights and obligations arising from an Agreement shall require consent of the other Party, which shall be given in writing or else shall be null and void.

2. The Seller may fulfill its contractual obligations through subcontractors.

XIII. APPLICABLE LAW – DISPUTES

1. Polish law shall apply to matters not regulated in the Agreement and these GTC.

2. In the event of a dispute arising out of or in connection with the contract, also relating to the existence of the contract, its validity or termination, in order to resolve it amicably, the parties first agree to start negotiations within 7 days of receiving the call for negotiations.

3. If no agreement is reached within 30 days from the commencement of negotiations, the dispute will be referred to a court mediator within 7 days for mediation (also on-line).

4. All costs related to the mediation procedure, including the mediator's fees and expenses, will be borne by the parties in equal parts. The above does not apply to costs incurred individually by each party in connection with mediation, in particular the costs of travel, legal services, lost profits.

5. If it is not possible to end the dispute through mediation within 30 days of its commencement, the dispute will be resolved by the International Court of Arbitration at the National Chamber of Maritime Economy in Gdynia, in accordance with the rules of this Court.

XIV. FINAL PROVISIONS

1. The titles of particular sections of these GTCS have been introduced for convenience only and are of no legal significance.

2. If any provision of the GTCS turns out to be invalid or ineffective, it shall not impact the validity and effectiveness of the other provisions. If that is the case, the Parties shall adopt provisions that will effectively reflect the intent of the Parties.

3. These GTCS have been adopted by the MG CAT (MG Sp. z o.o., Sp. k.) on 01.08.2020