

Attachment No. 1 to the Order General Terms of Delivery BALTIC OPERATOR Ltd.

GENERAL PROVISIONS:

These GENERAL TERMS OF DELIVERY (hereinafter referred to as "GTD") constitute an integral part of all Orders concluded between Baltic Operator sp. z o.o. (hereinafter referred to as "BO") as the Recipient and the Supplier within the scope of BO's business activities.

The provisions of these GTD shall prevail over any other agreements between the Parties, unless the Parties expressly exclude individual units hereof provisions in a manner confirmed by an appropriate clause. Unless otherwise provided herein, in case of any discrepancies between the documents constituting the Agreement, they shall apply in the following order: (1) Agreement, (2) Any changes introduced in a form of an annex or an amendment concluded between the Parties in writing, (3) Order, and (4) GTD.

Any changes to the Order and its Attachments, including the GTD, require a written form under the penalty of nullity.

The subject of delivery shall be always specified in Order and/or in the Agreement concluded between BO and the Supplier (Order placed by BO and accepted by the Supplier).

The Order and GTD shall be deemed accepted for execution by the Supplier by sending a confirmation via an e-mail to the Recipient.

In the event of lack of the Supplier's information about rejecting the Order by sending an e-mail to the Recipient within 2 days from the date of its submission, the order and GTD shall be deemed as accepted. An accepted Order shall mean that the Supplier also accepts hereof provisions.

BO is entitled to cancel a placed Order at any time, however no later than upon receipt of the Order acceptance confirmation from the Supplier.

The Parties mutually provide their email addresses for contact purpose.

1. DELIVERY TERMS

1.1 Delivery terms are applied and understood in accordance with INCOTERMS 2020.

1.2 The price specified in Order, expressed in net value, includes the cost of packaging and any necessary transport securities to protect against corrosion, damage, or destruction of the delivery item before reaching the destination specified in Order. The contractual price does not include the cost of return packaging.

1.3 The delivery term shall be understood as the day of delivering the complete delivery (see point 2.4.) to the location specified in the delivery terms of Order.

1.4 Delivery Labelling

1.4.1 Each product shall be permanently labelled in a clear manner to ensure its full identification.

1.4.2 Each package/pallet shall be labelled in a way that enables its easy location in the delivery specification.

1.4.3 The delivery specification shall include:

- Recipient's name and address;
- Order number;
- details of the contents of each package/pallet with a description of the product and its identifier;
- quantity of each item in the delivery, net/gross weight;
- other information, only if specified in Order.

1.4.4 If the Supplier sends the delivery item:

- a) disassembled,
- b) with partially disassembled components of the delivery item for transport, The Supplier is obliged to:

1. immediately notify BO about above mentioned event,
2. in an event mentioned in provision 1.4.4 a) Supplier has to provide:
 - specification of parts or components,
 - technological assembly instructions enabling assembly of the delivery item on BO's premises,
3. in an event mentioned in provision 1.4.4 b) Supplier has to provide:
 - specification of disassembled elements,
 - information clearly identifying the place for reassembly of these elements on the delivery item.

1.5 Destination - Shipping Address:

The address specified in Order.

1.6 Delivery Notification

The Supplier shall promptly notify BO by sending an email about the date of shipment (no later than one (1) working day before the anticipated shipment), providing simultaneously the details of the delivery item specified in this Order, such as: BO's Order number, carrier details, packing list number, dimensions, and weight of the delivery. Notification must be reported in writing by sending an email specified in Order.

1.7 The Supplier is obliged to inform promptly about any event that may affect a timely delivery of the delivery item. It does not release the Supplier from his obligations arising from Order.

1.8 BO will notify the Supplier of the return packaging shipment.

2. DOCUMENTATION

2.1 The Supplier is obligated to include Order number on the invoice and shipping documents.

2.2 The Supplier is required to issue VAT invoice containing Order number for each Order.

2.3 The Recipient authorizes the Supplier to issue VAT invoices without their signature and to send them directly to the following e-mail address: e-factorybo@gdanskshipyard.pl.

2.4 Documentation related to delivery

2.4.1 The Supplier is required to include with each delivery: a) shipping documents, b) documents containing a detailed specification relating to the contents of each package, c) Technical Operation Documentation in quantities and languages specified in Order, and d) other documents if specified in Order or required by the Recipient, of which the Supplier shall be informed.

2.4.2 The Supplier is obligated to deliver no later than on the day of delivery – in paper or an electronic version of:

- a written warranty from the Supplier as specified in clause 3,
- a complete set of documents required by regulations and/or Order to confirm the conformity of the delivered goods with Order, including: certificates/declarations of conformity/product sheets.

2.5 It is acceptable to send the documents specified in point 2.4. electronically to: certificates@gdanskshipyard.pl.

3. WARRANTY/LIABILITY

3.1 The Supplier guarantees that the delivery item is properly designed, made of appropriate materials, and in the correct manner, and that it meets the conditions specified in Order.

3.2 The Supplier undertakes to deliver Order free from defects and to carry out all necessary repairs, replacement of parts damaged due to Supplier errors. The cost of these works shall be borne entirely by the Supplier.

3.3 Warranty/Recourse Period

The Supplier provides a warranty and implied warranty for the delivery item for a period of 24 months counted from the date of delivery of the goods specified on the packing list.

3.4. The Supplier undertakes to replace damaged parts with new ones or carry out necessary repairs, in accordance to Recipient's choice, immediately but no later than within 7 days from the date of receiving oral or written notification from BO of the situation. The place of defect removal will be indicated solely by BO.

In the event that repairs need to be carried out at the Supplier's premises, the cost of disassembly, transport, and reassembly shall be borne by the Supplier. The Supplier also bears the costs of replacing the goods with defect-free ones.

3.5 BO is entitled to carry out immediate repairs in case of life-threatening situations or to avoid additional losses from Order, of which the Supplier will be promptly informed.

3.6 In the event of a situation described in clause 3.5 above, the cost incurred by BO shall be fully covered by the Supplier.

3.7 Situations requiring immediate intervention (e.g., at the sea) will be promptly notified to the Supplier. If such repairs (replacement of damaged parts) are carried out by BO, the Supplier is obliged to cover in full actually incurred by BO for the repair (replacement of damaged parts), as well as other related costs.

3.8. BO reserves the right to supervise the quality of materials used and the execution of ordered delivery item(s), and a protocol of tests or final protocol signed by a representative of BO which does not release the Supplier from his responsibility for removing future damages or defects that are not a result of BO's or BO's customer's activity.

3.9 BO's rights under contractual warranties are fully transferable to BO's customers. In the event of a significant repair or replacement of devices for a new ones, defect-free ones by the Supplier, the warranty period starts anew from the completion of the repair or delivery of the new defect-free device. If only a part of the device has been replaced, the warranty period starts anew for the replaced part.

3.10. The Recipient is entitled to exercise his rights under the warranty independently of the rights arising from implied warranty.

4. SUPERVISION of Order and/or Agreement Execution by the Supplier

4.1 Notwithstanding to the level of supervision applied (e.g., Classification Societies, Regulatory Authorities, etc.) in order to supervise the process of manufacturing products ordered by the customer in BO (e.g., constructions, products, semi-finished products), BO reserves the right to delegate his representatives, as well as representatives of his customers, to the Supplier's manufacturing site. The implementation of the above mentioned activities may, but may not to, result from agreements contained in Order, is independent of control activities conducted by supervisory entities, and shall be always at the expense of BO.

4.2 In the event of actions as mentioned in point 4.1, the Supplier is obliged to provide BO's representatives and BO's customers with the required permits and access to the manufacturing, storage area, and access to working documentation as well as specialized equipment for conducting tests or examinations. The above mentioned actions may not constitute a basis for untimely fulfilment of Order.

4.3 If the execution, material, or design does not meet the requirements of Order, Supplier shall rectify all occurred defects at his own expense. Any repairs (part replacement) cannot under any circumstances alter the agreements made in Order.

4.4 The cost of obtaining Classification Society certificates and other required certificates and attestations is included in the price of the delivery item(s) and is entirely borne by Supplier - unless separately agreed upon in Order.

4.5 Supplier is fully responsible and liable for any of his sub-suppliers and subcontractors. Supplier will ensure that all his sub-suppliers and subcontractors hold the required professional qualification and are able to fulfil the quality standards agreed with BO. BO is entitled to request information about the identity and the existence of the required professional qualification of Supplier's sub-suppliers and sub-contractors if (a) continued quality failures occur or (b) serial defects are or are deemed to be present and the identity is required to investigate the respective root cause.

5. PAYMENT TERMS

5.1 Payment shall be made by BO through a bank transfer to Supplier's bank account according to the terms and details specified in Supplier's invoice and in accordance with Order's provisions.

5.2 The Supplier and BO are obligated to bear their own banking costs and/or other banking fees related to the delivery, each at their own expense.

5.3 Advance payment may be made based on a pro forma invoice/advance invoice with the specified Order number.

5.4 Supplier's receivables arising from a specific Order may not be subject to assignment without obtaining prior written consent from BO.

6. PENALTIES

6.1 In the event of a delay in the delivery of the delivery item(s) and/or related documentation, arising from a cause other than specified in the Force Majeure Clause, BO is entitled to impose a contractual penalty on the Supplier, as follows:

-for a period of 1 to 3 working days of delay - no penalties,

-for each commenced working day of delay, starting from the 4th day of occurred delay - 0.5% of the value of the delivery item(s) resulting from the specific Order.

-for the withdrawal from the Order due to reasons attributable to the Supplier - in the amount of 10% (ten percent) of the compensation specified in the particular Order.

The total value of the imposed contractual penalty may not exceed 25% of the value of the delivered item.

6.2 In case of delay in payment of compensation, the Supplier is entitled to charge interest at a rate equal to the statutory interest rate applicable on the day the invoice was issued.

6.3 BO is entitled to claim supplementary compensation exceeding the value of contractual penalties on general terms up to the full amount of the incurred damage.

6.4 The Supplier declares that is currently not a party to any legal relationship obligating it to transfer his receivables that may accrue to it against BO.

6.5 In the event of third-party contractual penalties imposed on BO due to reasons attributable to Supplier, Supplier shall be obliged to reimburse BO for the damage incurred due to the aforementioned penalty in full.

7. FORCE MAJEURE

7.1 The parties agree that the occurrence of Force Majeure exempts liability for delays in the execution of Order/Agreement. For the determination of

Force Majeure, the provisions of the Civil Code together with the applicable interpretation shall apply.

7.2 The Supplier and BO are obligated to immediately inform each other of the occurrence and cessation of Force Majeure, confirming it with appropriate protocols. These protocols should be approved by local Chambers of Commerce or other competent authorities. The absence of such protocol does not entitle to exercise rights resulting from the occurrence of Force Majeure.

7.3 If the duration of Force Majeure exceeds 6 months, both BO and Supplier have the right to withdraw from Order without incurring any costs.

8. CONFIDENTIALITY

8.1 Supplier undertakes to keep confidential all information regarding the execution of Order, as well as cooperation itself with Recipient.

8.2 Detailed rules regarding the protection of confidential information are governed by a separate confidentiality agreement entered into between the Parties, if required.

9. FINAL PROVISIONS

9.1 Any matters not regulated by Order shall be governed by the General Terms and Conditions of Delivery (GTD) and the relevant provisions of Polish law, in particular the provisions of the Civil Code.

9.2 Polish law shall govern this GTD.

9.3 Any disputes arising or that may arise from the execution of Order shall be resolved by Polish Court, of general jurisdiction competent for BO.

9.4 BO publishes his Privacy Policy under the link:

<https://gdanskshipyard.pl/wp-content/uploads/2024/05/Privacy-Policy-BOP-REV.00-1.pdf>, that Supplier is obliged to read. At the same time, Supplier is obligated to provide BO's Privacy Policy to all individuals/employees who, together with Supplier, perform the aforementioned Orders, and whose personal data shall be shared in connection with its execution.