

SALES AGREEMENT

concluded onin Mielec between:

- 1) RBC Bearings Polska sp. z o.o. /a limited liability company/ with its registered office in Mielec, Wojska Polskiego Street number 16A, 39-300 Mielec, entered into the Register of Entrepreneurs kept by the District Court in Rzeszów, XII Commercial Department of the National Court Register, under KRS number 0000431257, NIP ("Tax Identification Number") 8133674279, hereinafter referred to as "the Buyer", represented by-a Proxy,

and

- 2) with its registered office in, street, entered into the Register of Entrepreneurs kept by the District Court in, Commercial Department of the National Court Register, under KRS number, NIP ("Tax Identification Number") hereinafter referred to as "the Seller", represented by:,

hereinafter collectively referred to as the "Parties" in the foregoing Agreement, of the following content:

§1

Subject of the Agreement

1. The Seller shall sell and the Buyer shall purchase on the terms and conditions described in the foregoing agreement (hereinafter referred to as "Powders"). Powders shall be handed over to the Buyer in accordance with the Seller's offer dated (Annex no. 1), constituting an integral part of this Agreement.
2. The subject of the agreement is free from any physical and legal defects.

§2

Financial terms and conditions

1. The price of the subject matter of the agreement is (in words:) and covers the delivery of powders to the Buyer's premises on the basis of DDP Mielec according to Incoterms 2020.
The Seller declares that the price in question was calculated taking into account the situation related to the Covid-19 pandemic at home and abroad and the geopolitical situation related to Russia's armed aggression against Ukraine, thus any possible delays / interruptions in the supply chain, price movements, labor

shortages, transport disruptions etc. may not be the basis for a change in the price amount referred to in the first sentence of this paragraph.

2. The above price is a net value and will be increased by the value of VAT at prevailing rates.
3. Payment of the price in question will be made by bank transfer to the Seller's bank account indicated on the VAT invoice, issued after the delivery powders to the Buyer's premises. The payment deadline is 30 days from the date of delivery of the invoice to the Buyer.

§3

Delivery terms and conditions

1. The Seller, at its own expense, will deliver powders to the registered office of the Buyer in Mielec, at Wojska Polskiego Street number 16A by **15.12.2023**. The Seller declares that the date in question has been calculated taking into account the situation related to the Covid-19 pandemic in the country and abroad and the geopolitical situation related to Russia's armed aggression against Ukraine, thus, all possible delays / interruptions in the supply chain, price movements, labor shortages, transport disruptions, etc. cannot be the basis for failure to meet the deadline referred to in the first sentence.
2. Unloading of the subject of the agreement will take place at the expense and risk of the Buyer.
3. In case of a delay in the delivery, in relation to the time limits provided for in this agreement, the Seller shall pay to the Buyer contractual penalties in the amount of 0.5% of the gross price referred to in § 2, for each commenced day of the delay.

If the contractual penalties do not cover all damages on the part of the Buyer, he has the right to claim damages exceeding these penalties. The Buyer is also entitled to withdraw from the agreement under the provisions of the Civil Code.

4. In the event of a delay in the delivery, compared to the dates provided for in this agreement, the Buyer shall have the right to withdraw from the agreement, retaining the right to contractual penalties accrued until the date of withdrawal. The Buyer may exercise the above right within two months from the expiry of the time limit indicated in the previous sentence.
5. The Seller shall pay the Buyer a contractual penalty equal to 20% of the gross price referred to in § 2, in the event of withdrawal from the agreement for reasons for which the Seller is responsible. If the contractual penalty does not

cover all damages on the part of the Buyer, her has the right to seek compensation exceeding the value of the penalty reserved.

6. The above provisions do not prejudice other rights of the Buyer under applicable laws.

§4

Guarantee and Warranty

1. The Seller grants a warranty for the period of months, calculated from the date of delivery date, referred to in § 3, without objections from the Buyer. The liability under the warranty covers defects arising due to reasons inherent in the subject of the agreement.

§5

Final resolutions

1. All changes, amendments and additions as well as termination of this agreement must be in the form of written annexes to the agreement signed by both parties under pain of nullity.
2. This Agreement and its annexes constitute the entire agreement of the Parties to the extent governed herein and incorporate all prior and contemporaneous verbal and written arrangements between them. Neither Party is and shall be under any obligation whatsoever to comply with any prior, current or subsequent, oral or written arrangements except as expressly set forth in the Agreement or in subsequent duly executed annexes to the Agreement.
3. If any clause of the agreement shall be held to be invalid, illegal or ineffective, such clause shall be given such meaning as a court could reasonably give to it in applying the clause and if no meaning can be given to it, it shall be excluded and all other provisions shall remain unaffected and fully performed.
4. In matters not covered by this Agreement, the provisions of the Civil Code shall apply.
5. Any disputes during the implementation of this agreement will be settled amicably, and in case of failure to reach an agreement, disputes will be settled by the competent common court in Rzeszów.
6. The Agreement has been drawn up in two identical copies, one for each Party.