

**SALES AGREEMENT**

concluded on ..... year between:

**Polanex Sp. z o.o.** with its registered office in Gniezno at 40 Słoneczna Street, 62-200 Gniezno, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Poznań - Nowe Miasto and Wilda, IX Commercial Division of the National Court Register under KRS number: 0000138397, NIP number: 7840010501 and REGON number: 630144079, with the share capital of PLN 21.733.150.00 paid in full, represented by .....

hereinafter referred to as the "**Seller**"

a

.....  
.....  
.....  
.....  
....., represented by .....

hereinafter referred to as the "**Buyer**", (hereinafter jointly referred to as the "**Parties**").

**§1**

1. The Seller declares that as of 1 July 2024 it has assumed the rights and obligations of the company "TEOFILÓW" Spółka Akcyjna with its registered office in Łódź, at 6/8 Szparagowa Street, 91-211 Łódź, entered into the Register of Entrepreneurs of the National Court Register under the number 0000007187, NIP: 7240004573, REGON: 470741703 on the basis of Article 494 § 1 of the Code of Commercial Companies (Kodeks spółek handlowych) and on the basis of universal succession, it has become the owner of fixed assets that are the subject of this agreement.

2. The subject of the Agreement is the sale of the following fixed assets:
  - a. .... - inventory number in the Seller's plant  
 ....., Manufacturer: ....., manufacturer number:  
 .....
  - b. .... - inventory number in the Seller's plant  
 ....., Manufacturer: ....., manufacturer number:  
 .....

(hereinafter referred to as the "**Machines**")
3. The Seller declares that the Machines being the subject of the sale are not the subject of any other agreement transferring ownership, obliging to transfer ownership or providing for the possibility of concluding a sales agreement.
4. The Seller declares that the said Machines are located in the premises occupied by the Seller's Branch at 6/8 Szparagowa Street, 91-211 Łódź and are in its exclusive possession.
5. The Buyer declares that he has inspected and examined the subject of sale and thus is aware of the technical condition of the subject of this agreement and does not and will not make any claims in the future.
6. The Parties declare that due to the fact that the Machines are used and the Buyer has inspected and examined the subject of sale, they mutually exclude the warranty for physical defects of the subject of the contract.
7. The Parties agree that the transfer of ownership of the Machines to the buyer will take place upon payment of the total sale price in the amount and dates specified in § 2 sections 1 and 2.

## §2

1. The Seller sells the Machines and the Buyer purchases them for a price of ..... net.
2. The total price for the sale of the Machines will be paid to the Seller's account on the basis of a VAT invoice within 5 working days from the date of signing the Contract of Sale of the Machines.
3. Bank and Seller's bank account number: PL 59 2490 0005 0000 4520 9007 2090 in Alior Bank S.A. (SWIFT: ALBPPLPW).

**S3**

1. The disassembly of the Machines will be carried out by the Buyer's employees, at the Buyer's expense and responsibility.
2. The risk of damage or accidental loss of the Machines passes entirely to the Buyer from the moment the dismantling of the Machines begins.
3. The Machines will be handed over after the total sale price is paid in full to the Seller's account within the time limit referred to in § 2 section 2 of this Agreement, on the basis of a VAT invoice issued by the Seller.
4. The Seller will disconnect the machines from the utilities in consultation with the Buyer before the disassembly of the Machine begins.
5. The Seller will clean the Machine from the so-called "production dust".
6. The Seller will enable the removal of the Machine from the building and provide the place of loading to the means of transport provided by the Buyer (TIR or container).
7. The Buyer undertakes to disassemble the Machine, take them out of the Seller's plant by ..... year.
8. If the Buyer exceeds the above-mentioned deadline, he will be obliged to pay the Seller a contractual penalty in the amount of ..... for each commenced day of delay. The Seller reserves the right to seek damages in excess of contractual penalties under the general principles of the Civil Code up to the amount of the actual damage suffered.
9. The seller will provide free of charge the possibility of using electricity to drive tools and will enable the use of social rooms for employees performing disassembly.
10. The seller will provide a forklift for the removal of machines from the plant hall for the time of dismantling. All costs of repairing damage caused by the Buyer during the rental of the forklift are covered by the Seller.

**S4**

[The Seller declares that it is the legal owner of the Machines covered by the contract and that they are free from claims by third parties and are not subject to seizure, lien or any civil, criminal, enforcement or administrative proceedings] or [The Seller declares that it is the legal owner of the Machines covered by the contract and that they are the subject of a registered pledge established for the benefit of ....., (hereinafter referred to as the "**Creditor**"), and the Seller has the written consent of the

Creditor for the sale of the machines being the subject of the Agreement and has the creditor's statement on the issuance of a promise for the deletion of the established registered pledge. Other than the above, the Machines are free from claims by third parties and are not subject to seizure, other liens or any civil, criminal, enforcement or administrative proceedings].

## **§5**

1. Any amendments to this Agreement must be made in writing under pain of nullity.
2. In the event that any provision of this Agreement is found to be unenforceable or invalid under applicable law or has been declared as such by a court decision, such unenforceability or invalidity shall not affect the unenforceability or invalidity of the entire Agreement and, in such event, the provisions found to be unenforceable or invalid shall be amended and interpreted in accordance with the objectives pursued by the Parties, within the limits permitted by applicable law or by a court decision
3. Any disputes arising between the Parties under this Agreement shall be settled amicably. In the event that such a resolution is not possible, these disputes will be resolved by the competent common court competent for the Seller's registered office.
4. The Parties mutually declare that they are the Controllers with respect to mutual personal data processed for the purpose of the performance of this Agreement (in accordance with Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC).
5. This Agreement is a trade secret. The content of the Agreement may be disclosed without the consent of the parties only to the appropriate authorities and offices authorized under mandatory provisions of law.
6. In matters not regulated by this Agreement, the relevant provisions of Polish law shall apply.

## **§6**

Hereby, the agreement has been drawn up in two identical copies, after which one for each Party.

**Seller**

**Buyer**