

**SALES AGREEMENT**

**Place and date:** ..... 2025

Concluded between:

**GEOFIZYKA TORUŃ S.A.**, registered in the National Court Register under number 0000425970, with share capital of 75,240,000.00 PLN, fully paid up, having its registered office at Chrobrego 50 Street, 87-100 Toruń, Poland (hereinafter referred to as the "Vendor"), represented by

.....,  
duly authorized to sign this Agreement,  
and

.....  
Address: .....

Registration data: .....

Tax ID No. (NIP): .....

(hereinafter referred to as the "Purchaser"), represented by  
....., duly authorized to conclude and sign this Agreement on behalf of the Purchaser.

The Vendor and the Purchaser shall hereinafter be jointly referred to as the "Parties" and individually as a "Party".

Whereas the Vendor is the owner of used Equipment, described in detail in Attachment 1, stored in the United Arab Emirates, and intends to sell it to the Purchaser;  
and whereas the Purchaser has submitted a bid to the Vendor in the tender procedure and assured the Vendor that it has the necessary capabilities and financial resources to purchase the equipment, and express the willingness to acquire the equipment under the conditions set forth in this Agreement;

the Parties agree as follows:

**1. SUBJECT OF THE SALES AGREEMENT**

1.1. The Vendor sells and the Purchaser purchases the used equipment ("Equipment" or "Goods") described in detail in Attachment 1 for a total price of ..... USD (in words: ..... US dollars) (the "Price").

1.2. The attachments (1 to 4) are an integral part of this Agreement.

## 2. DELIVERY

### 2.1. Terms and place of delivery:

2.1.1. With respect to the Equipment stored in the UAE delivery is based on FCA yard located at Jebel Ali Free Zone Oilfields Supply Center based in UAE, listed in Attachment 1,

In case of the Equipment located at Jebel Ali Free Zone Oilfields Supply Center, the shipper shall be mentioned in all export documentation (i.e. commercial invoice, packing list, Bill of Lading and other necessary documents ) as follows:

**Oilfields Supply Center Ltd**

**BUILDING NO B4 E**

**PO Box 1518**

**Dubai**

**United Arab Emirates**

**Tel :+971 4 8054325**

**Fax :-971 4 8839771**

**on behalf of: Geofizyka Torun S.A.**

2.2. The Vendor shall confirm readiness for the collection of Equipment within 14 business days from receiving the payment (pursuant to point 3.1).

2.3. The Purchaser shall collect the Equipment within 14 business days from the date of the Vendor's confirmation of readiness for collection. In case of delay in collection, the Purchaser shall pay the Vendor a contractual penalty of USD 300 for each day of delay. The penalty is payable within 7 days of the request being presented. The Vendor may claim compensation exceeding the amount of the contractual penalty on general terms.

2.4. The Collection of the Equipment shall be confirmed by signing the "Take - Over Protocol " by the Purchaser or the carrier acting on the Purchaser's behalf, but not sooner upon recipient of 100% of payment for the Equipment.

2.5. In case the Purchaser fails to fulfil its contractual obligations as per the agreed time, date or period, then the Vendor may, at its discretion, terminate the Agreement forthwith or suspend its obligations under the Agreement (in particular, but not limited to the obligation to deliver the Goods) until the default is remedied. Terminating the Agreement does not limit the Vendor's right to retain the deposit or any part of the Price already paid.

2.6. Should any claim be asserted by UAE or other national, state or local custom or tax assessing authority against the Vendor in connection with any of Purchaser's unpaid duties, taxes on

profits or gains, Purchaser shall indemnify and hold Vendor harmless from any costs or expenses whatsoever arising out of such claims.

2.7. The Vendor retains ownership of the sold Equipment until the Purchaser has made the entire payment. The Equipment does not become the property of the Purchaser until the total amount due is paid to the Vendor.

### 3. PRICE AND PAYMENT TERMS

3.1. Payment for the Equipment shall be made by the Purchaser within 14 business days from the date of the Vendor's invoice.

3.2. The invoice shall be sent by the Vendor via email to the following address (*here should be the Purchaser's email address given*)

3.3. The Vendor's bank details for the payment are as follows:

Bank name: **Societe Generale S.A.**

Account number: **PL 10 1840 0007 2911 6140 0813 0922**

BIC/SWIFT code: **SOGEPLPW**

Currency: **USD**

3.4. The Purchaser shall bear all applicable taxes and fees, including sales tax, VAT, withholding tax, stamp duties, and any other taxes/fees applicable to or possibly arising applicable to the transactions under this Agreement. The Purchaser agrees that the Price specified herein is based on the assumption that the income received by the Vendor **hereunder is not subject to withholding tax**. Should any **withholding tax** be imposed, the invoice amount shall be increased such that the net amount received by Vendor shall be equal to the amount that would have been received before such withholding taxes had been imposed. The Purchaser shall pay all applicable customs, excise, import and other duties or similar fees and provide necessary import licenses and extensions thereof. Upon request, the Purchaser shall provide the Vendor with evidence of such payments/taxes from the appropriate authorities.

3.5. In accordance with European Union requirements, the Purchaser shall provide the Vendor with:

3.5.1. A "beneficial owner" declaration (Attachment 4), meeting the following conditions:

- The Purchaser shall use the receivables for its own benefit and itself decides its purpose and bear the economic risk of losing this amount or part thereto ;

- The Purchaser is not an intermediary, representative, trustee or any other entity under legal or factual obligation to transfer all or part of the receivables to another entity;
- The Purchaser carries out actual business activity in the country of its establishment.

#### **4. QUALITY AND COMPLETENESS. LIMITED WARRANTY**

4.1. The Purchaser declares that he is familiar with the condition of the Equipment, had unrestricted opportunity to examine it, and purchases the Equipment in its current condition. The Purchaser acknowledges that the Equipment is not new, has been used, and may have certain defects/faults. The Vendor states that not all components of the Equipment may be fully operational and may require inspection, repair, and maintenance, and the Purchaser accepts this condition. The Parties exclude the statutory warranty of defects. The Parties hereby disclaim any warranties or conditions, express or implied (including those arising from law or trade practices), regarding merchantability, fitness for a particular purpose, or any other in relation to the Equipment.

4.2. The Vendor shall in no case and under no circumstances be liable for damages or other claims exceeding the total Price actually paid by the Purchaser. Furthermore, the Vendor shall not be responsible or liable in any regard for any damages resulting from loss of use, lost time, data loss, inconvenience, commercial loss, loss of benefits, profits or savings, or other indirect, consequential, incidental, special or resulting damages claimed by the Purchaser from use or inability to use the Equipment - even if the Vendor was informed of the possibility of such damages .

#### **5. VENDOR'S REPRESENTATIONS AND WARRANTY**

5.1. The Vendor declares that he is the owner of the Equipment and that there are no restrictions on his behalf to conclude this Agreement in respect of the Equipment's ownership.

#### **6. TITLE AND RISK**

6.1. Title to the Equipment shall pass in accordance with the FCA delivery terms agreed by the Parties upon signing the Take-over Protocol without objections and after full payment of the Price. THE PARTIES AGREE THAT TRANSFER OF OWNERSHIP OF THE EQUIPMENT

SHALL TAKE PLACE ONLY AFTER THE FULL PAYMENT IS CREDITED TO THE VENDOR'S BANK ACCOUNT.

6.2. The risk of loss or damage to the Equipment and costs related to the Equipment pass to the Purchaser when the Equipment is handed over to the first carrier. The Vendor shall not be liable for any loss or damage to the Equipment after it has been handed over, nor for any costs associated with the Equipment after such time. The Purchaser is responsible for all storage costs or other fees that may arise after the date of signing the Take-over Protocoll and undertakes to indemnify the Vendor against any third-party claims resulting from or related to Equipment storage after that date.

## **7. TERMINATION**

7.1. This Agreement may be terminated:

- a) by the Vendor if the Purchaser fails to meet its contractual obligations on time;
- b) by either Party if the performance of this Agreement becomes impossible due to a force majeure event lasting more than 30 days;
- c) by the Vendor due to delay in payment of any amounts by the Purchaser.

7.2. In case of termination under points 7.1(a) or 7.1(c), caused by the Purchaser, the Purchaser shall pay the Vendor a contractual penalty of 10% of the Price. Point 2.3, sentences 3 and 4, apply accordingly.

## **8. FORCE MAJEURE**

8.1. Neither Party shall be liable for total or partial non-fulfilment of its obligations if such performance is prevented by extraordinary and unforeseeable events such as fire, earthquake, and other natural disasters, export or import bans, wars or armed conflict arising after the Agreement was signed.

8.2. If any of the above circumstances affects the performance of the Agreement within the time agreed, the time shall be extended by the duration of such circumstances.

8.3. Each Party shall promptly notify the other Party of the occurrence of any event or circumstance that may currently or in the future hinder proper and timely performance of the Agreement, so that appropriate remedial measures and decisions can be taken.

## 9. CONFIDENTIAL INFORMATION

Both Parties acknowledge and confirm that, in connection with the conclusion of this Agreement, they may gain access to confidential information constituting the trade secret of the other Party. Each Party agrees not to disclose such confidential information to any person or entity for any purpose, except when (I) such information becomes publicly available or widely known through no fault of that Party, or (II) disclosure is required by law or a government, public, administrative, or judicial order, provided that before disclosing information under (II), the disclosing Party, if possible, notifies the other Party in writing, giving it the opportunity to object to such disclosure. The Parties' obligations under this section shall survive the termination of this Agreement.

## 10. APPLICABLE LAW AND DISPUTE RESOLUTION

- 10.1. The Polish law shall be governing law of this Agreement.
- 10.2. The Parties agree to attempt to resolve any disputes promptly and amicably. However, if any claims or disputes between the Parties arising from the performance or interpretation of this Agreement cannot be resolved amicably within 7 days from the start of negotiations, they shall be referred to a competent court.
- 10.3. All disputes arising out of or related to this Agreement shall be resolved by a Polish common court with jurisdiction over the Vendor's registered office.

## 11. CORRESPONDENCE

All notices, requests, demands, and other communications arising out of or in connection with this Agreement shall be made in writing and sent to the following addresses:

**For the Vendor:**

Address: 50 Chrobrego Street,  
87-100 Toruń, Poland

Contact person: Mr. Sławomir Ziółkowski  
tel.: +48 566593394

email: Slawomir.Ziolkowski@geofizyka.pl

**For the Purchaser:**

Address: .....

Contact person: .....

Tel: .....

e-mail: .....

11.1. All notices, communications, and statements required or permitted under this Agreement must be in writing, and the Parties consider a scan of a letter sent via email to the appropriate address indicated above as sufficient.

## 12. LANGUAGE OF THE AGREEMENT. AMENDMENTS

12.1. Amendments to this Agreement may only be made in writing, otherwise being null and void.

12.2. This Agreement has been made in two identical copies in Polish and English, one for each Party. In case of discrepancies in translation, the Polish language version shall prevail.

## 13. EXPORT CONTROL

The Purchaser declares that it will use the Equipment, including but not limited to any embedded data, software or other content, in accordance with all applicable export control laws, including but not limited to the laws applicable in the United States, the European Union, or the UK Bribery Act. The Purchaser shall not transport or use the Equipment in locations where such transport or use is prohibited under applicable export control laws. The End-Use Statement constitutes - Attachment No. 3.

### ATTACHMENTS:

Attachment no 1 – List of Equipment

Attachment no 2 – Handover and Acceptance Protocol

Attachment no 3 – End-User Statement

Attachment no 4 – End Beneficiary Statement

### Signautre:

Vendor:

.....

Geofizyka Toruń S.A.

Purchaser:

.....

List of Equipment

Item	Name of the set component	Quantity
1	.....	.....
2	.....	.....
3	.....	.....
4	.....	.....
5	.....	.....
6	.....	.....
....	.....	.....

CONTRACT TEMPLATE



**ATTACHMENT NO 2 TO THE SALES AGREEMENT DATED ..... 2025**

.....  
.....  
.....

(company name, address, tax identification number)

**TAKE - OVER PROTOCOL  
(PROTOCOL OF TRANSFER AND RECEIPT)**

With regard to accomplishment of the CONTRACT FOR THE SALE OF GOODS DATED ..... 2025 ("Contract") between:

**GEOFIZYKA TORUŃ S.A.** a company existing under the laws of Poland, registered in the National Register of Entrepreneurs (KRS) under number 0000425970, company's capital 75 240 000,00 PLN fully paid up with its registered office at 50 Chrobrego Street, Toruń 87-100, Poland, **represented by Mr. .... - ("Vendor");**

and

..... **("Purchaser");**

the representative of Vendor hands the Equipment over to the representative of Purchaser the on the basis of this Protocol. Equipment sold - as per the APPENDIX 1: List of Equipment.

Both representatives confirm hereby by its personal signatures that the delivered Equipment fully conform with the terms and conditions of the Contract.

**On behalf of .....**

**On behalf of Geofizyka Toruń S.A.**

\_\_\_\_\_

\_\_\_\_\_

Signature:

Signature:

**END-USER STATEMENT**

The End User ("Purchaser") confirms its will to purchase the Equipment specified in the Sale Agreement dated ..... 2025 from Geofizyka Toruń S.A. ("Vendor") and declares the following:

**End User Name and Delivery Location:**

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**Type of business conducted by the End User:**

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**Detailed purpose of using the Equipment:**

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**Country where the Equipment will be used and stored:**

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**List of company owners owning 5% or more shares:**

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1. I (We) will not sell, export, re-export, divert or otherwise transfer any Goods, technology or software for use in activities related to the development, production, use or stockpiling of any nuclear, chemical, biological weapons, missiles, unmanned aerial vehicles or microprocessors for military purposes, or use the products in any facilities engaged in such activities or applications, without prior authorization from the U.S. Government and notification to Geofizyka Toruń S.A.. If this inquiry relates to any of the above-mentioned activities, please indicate them here:

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2. I (We) will not sell, export, re-export, divert or otherwise transfer any Goods, technology or software to any entity or country subject to U.S. Government restrictions, including but not limited to: Russia, Belarus, Cuba, Iran, North Korea, North Sudan or Syria, unless authorized in advance by the U.S. Government, the UN or the relevant EU authorities (if applicable). This rule also applies to the Vendor's country and the relevant Debarred Lists published by the U.S. government.

3. I (We) acknowledge that United States law and the law of the Vendor's country prohibit the sale, export, re-export, diversion, transfer, or any other participation in an export transaction involving the Goods to any person or company on the U.S. Department of Commerce's "Entity List" or the U.S. Treasury Department's "Denied Persons List", "Specially Designated Nationals and Blocked Persons List" or "Consolidated Sanctions List", or on the list of persons deprived of the right to receive products from the weapons list published by U.S. Department of, or other applicable lists.
  
4. I (We) agree to comply with all applicable export laws of the United States and/or EU countries and the UN regarding all Goods purchased from Geofizyka Toruń S.A. and agree to obtain any required licenses or permits from the U.S. government and/or the appropriate authorities of the selling EU or UN countries before selling, exporting, re-exporting, redirecting or otherwise transferring the Goods, software or technology.

**END-USER:**

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Signautre

Date

---

Name and surname (legible):

Official company name:

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Position:

Address

CONTRACT TEMPLATE

.....  
.....  
.....

(company name, address, tax identification number)

**CONTRACTOR'S DECLARATION ON THE ACTUAL RECEIVABLES OWNER AND  
BENEFICIARY FOR THE YEAR 2025**

We hereby declare that:

**A) we run a business in accordance with applicable law, and in relation to the receivables paid by Geofizyka Toruń S.A.:**

1.  **we are the actual owner of the receivables** within the meaning of Article 4a point 29 of the 15<sup>th</sup> February 1992 Act on corporate income tax, i.e. we fulfil all the following statements:

-we run a real business activity (we have adequate resources: premises, staff, equipment to conduct business activities) in the country of the seat, and receivables are obtained in connection with the conducted business activity,

-we are not an intermediary, representative, trustee or other entity legally or actually obliged to transfer all or part of the receivables to another entity,

-we use received receivables for our own benefit, and we independently decide about their destination and bear the full economic risk associated therewith.

2.  **we are not the actual owner of the receivables** within the meaning of Article 4a point 29 of the 15<sup>th</sup> February 1992 Act on corporate income tax. We do not fulfil any of the declarations from point 1. The actual owner of the receivables **is an entity with its registered office or management board in a country, applying a harmful tax competition\*** (provide the name of the company, address, tax identification number).....

.....  
.....  
.....  
.....

3.  **we are not the actual owner of the receivables** within the meaning of Article 4a point 29 of the 15<sup>th</sup> February 1992 Act on corporate income tax. We do not fulfil any of the declarations from point 1. The actual owner of the receivables **is not an entity with its registered office or management board in a country, applying a harmful tax competition\*** (provide the name of the company, address, tax identification number).....

.....  
.....  
.....  
.....

4.  **we do not know who is the real owner of the receivables** within the meaning of Art. 4a, point 29 of the 15<sup>th</sup> February 1992 Act on corporate income tax. At the same time, payments made by us in .... (year) to entities from the so-called tax havens\* exceeded a total of PLN 500,000 or the equivalent of this amount expressed in foreign currencies\*\*.

5.  **we do not know who is the real owner of the receivables** within the meaning of Art. 4a, point 29 of the 15<sup>th</sup> February 1992 Act on corporate income tax. At the same time, in .... (year), we did not make payments to entities from the so-called tax havens\* or payments to these entities did not exceed PLN 500,000 in total or the equivalent of this amount expressed in foreign currencies\*\*.

**B) we are not an entity with which the beneficial owner cannot be identified\*\*\*** - natural persons, exercising direct or indirect control over the enterprise (art. 86a § 1 point 13 f) of the 29<sup>th</sup> August 1997 Tax Code). **The real beneficiary of the company is / are:**.....

.....  
.....  
.....  
.....

We declare that all the information provided is true and up-to-date as on the date of the declaration.

In the case of a change and loss of the status of the actual receivables' owner in the course of cooperation, we undertake to inform the representatives of Geofizyka Toruń S.A. thereabout.

.....  
(signature of the declarant)

\*Tax haven - an entity with a place of residence, seat or management in the territory or in a country, applying harmful tax competition within the meaning of the 28<sup>th</sup> March 2019 Regulation of the Minister of Finance on the determination of countries and territories, applying harmful tax competition in the field of corporate income tax ( Journal of Laws of 2019, item 600), i.e.:

- 1) Principality of Andorra;
- 2) Anguilla - Overseas Territory of the United Kingdom of Great Britain and Northern Ireland;
- 3) Antigua and Barbuda;
- 4) Sint-Maarten, Curacao - countries included in the Kingdom of the Netherlands;
- 5) Kingdom of Bahrain;
- 6) British Virgin Islands - Overseas Territory of the United Kingdom of Great Britain and Northern Ireland;
- 7) Cook Islands - Self-Governing Territory Associated with New Zealand;
- 8) Community of Dominica;
- 9) Granada;
- 10) Sark - Dependent Territory of the British Crown;
- 11) Hong Kong - Special Administrative Region of the People's Republic of China;
- 12) Republic of Liberia;
- 13) Macau - Special Administrative Region of the People's Republic of China;
- 14) Republic of Maldives;
- 15) Republic of the Marshall Islands;
- 16) Republic of Mauritius;
- 17) Principality of Monaco;
- 18) Republic of Nauru;
- 19) Niue - Self-Governing Territory Associated with New Zealand;
- 20) Republic of Panama;
- 21) Independent State of Samoa;
- 22) Republic of Seychelles;
- 23) Saint Lucia;
- 24) Kingdom of Tonga;
- 25) US Virgin Islands - US Unincorporated Territory;
- 26) Republic of Vanuatu.

\*\* The amount converted at the exchange rate of the National Bank of Poland as on the last day of the Fiscal Year.

\*\*\* The real beneficiary of the company is understood as:

-a natural person who is a shareholder or stockholder of a company which holds the ownership right to more than 25% of the total number of shares of that legal person,

-a natural person, holding more than 25% of the total number of votes in the company's decision-making body, also as a pledgee or usufructuary, or under agreements with others authorized to voting,

- a natural person, exercising control over a legal person or legal persons who jointly hold the ownership right to more than 25% of the total number of shares or stocks in the company, or jointly hold more than 25% of the total number of votes in the company's governing body, also as a pledgee or usufructuary, or on the basis of agreements with others authorized to voting,

-a natural person, exercising control over the company by having the powers (of the parent company) referred to in Article 3 subpara. 1 point 37 of the 29<sup>th</sup> September 1994 Accounting Act (Journal of Laws of 2019, item 351 ), or

-a natural person, holding a senior management position in the company's bodies in the case of a documented inability to establish or doubt as to the identity of natural persons specified in the above points and in the case of no suspicions of money laundering or terrorist financing.

CONTRACT TEMPLATE