

GENERAL TERMS AND CONDITIONS OF SALES

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1. General provisions

- 1.1. The General Terms and Conditions of Sales (hereinafter referred to as **the GTCS**) define, in particular, the rules for concluding and implementing agreements, in particular sales agreements, delivery agreements and service provision agreements (including profiling of customer-provided material), between Pruszyński Spółka z o.o. having its registered office in Sokołów, ul. Sokołowska 32B, 05-806 Sokołów, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register under number 0000054020, share capital PLN 17,635,000; NIP (Tax Identification Number) 534-21-39-235; REGON (National Business Registry Number) 016480890 (hereinafter referred to as **the Seller**) and an entity purchasing goods or services from the Seller (e.g. profiling of customer-provided material), that is not a consumer and a natural person, and concludes an agreement directly related to its business activity, which is not of a professional nature, within the meaning of the Civil Code (hereinafter referred to as **the Purchaser**).
- 1.2. The contractual terms and conditions proposed by the Seller (including the GTCS), subject to the following three sections, may be accepted by the Purchaser only without any objections. Any objections that are not expressly accepted by the Seller (expressly accepted means that the Seller has expressly accepted them in a written form) shall not be considered effective; if the Seller undertakes to perform the agreement, it shall be implemented under the terms and conditions proposed or approved by the Seller, disregarding the Purchaser's objections not accepted by the Seller; the Seller's commencement of any activities prior to the conclusion of the agreement shall not be treated as consent to the terms and conditions specified by the Purchaser.
- 1.3. The Seller and the Purchaser (hereinafter jointly referred to as **the Parties**) may expressly jointly agree in a particular agreement concluded by the Parties (in written or electronic form, otherwise being null and void) that the GTCS in whole or in a specific part shall not apply to a particular agreement or individual provisions of the GTCS shall be amended for the purposes of a particular agreement. Amendments or exclusions of the GTCS shall apply only to a given agreement in which they were expressly included; to the extent not amended by the Parties to the agreement, the GTCS shall apply.
- 1.4. Any terms and conditions for the performance of agreement contained in the Purchaser's documents (e.g. general terms and conditions of purchase / of orders, orders, confirmations used by the Purchaser) inconsistent or exceeding the provisions of the agreement (in particular the provisions of the GTCS) proposed by the Seller or objections accepted by the Seller shall be invalid and shall not be binding on the Seller.
- 1.5. The lack of a clear objection of the Seller to any contractual terms and conditions, other than those specified by the Seller, as well as the actual release of the goods or the performance of the service by the Seller, may not in any case be interpreted as acceptance of contractual terms and conditions other than those proposed or accepted by the Seller (there is no tacit acceptance of any contractual terms and conditions proposed by the Purchaser; in order to recognise that the Seller has accepted the terms and conditions proposed by the Purchaser, the Seller must enumerate the terms and conditions that the Seller accepts and accept them clearly in writing).
- 1.6. If the Purchaser accepts the GTCS, it is considered that the Purchaser has accepted their application also to all future agreements concluded between the Seller and the Purchaser, until they are amended or cancelled by the Seller; The GTCS shall constitute an integral part of each agreement concluded between the Parties (including future agreements), also when in particular cases they are not explicitly referred to - the presumption of the application of GTCS to all agreements concluded by the Parties; The GTCS shall constitute an integral part of, in particular, each cost estimate or offer made by the Seller and each Order Confirmation issued by the Seller.
- 1.7. The provisions of the GTCS, to the fullest extent permitted by applicable law, shall replace the regulations resulting from the provisions of generally applicable law.
- 1.8. The GTCS valid at the moment of concluding the agreement shall apply to the agreement. The Seller has the right to modify the GTCS at any time, provided that they do not apply to the agreements that have already been concluded.
- 1.9. The Seller's failure to exercise any right resulting from the breach of contractual terms and conditions (including the GTCS) by the Purchaser may not be interpreted as a waiver of such right.
- 1.10. The provisions of the GTCS in no way shall exclude or limit the Seller's rights and claims against the Purchaser that may result from legal provisions, in particular the right to claim compensation in line with the general principles.
- 1.11. The Seller reserves the right to make the GTCS available on its website. The exact address of the Seller's website containing the GTCS may be included, among others, in the Seller's offer or cost estimate or in the Order Confirmation. The Purchaser may at any time open the GTCS on the Seller's website and record them using the ICT system. The Seller may send to the Purchaser a link to the GTCS or deliver GTCS to the Purchaser by e-mail in PDF (Portable Document Format) format.
- 1.12. The Purchaser represents that it shall purchase the goods for purposes directly related to its business or professional activity.

2. Conclusion of the Agreement

2.1. Introduction

- 2.1.1. The cost estimate or the offer may be developed by the Seller based on, among others, information received from the Purchaser (e.g. regarding dimensions, parameters), documents (e.g. drawings), site inspection and other arrangements made by the Parties.
- 2.1.2. Information relating in particular to dimensions, weight, specifications, functionality, technical parameters, operational parameters, aesthetic parameters, converters and quality, as well as illustrations, descriptions, drawings, photos and other information contained in or attached to the materials or documents that shall not constitute a commercial offer of the Seller, are for information purposes only; they become binding only if they are expressly confirmed (in written form by the Seller, otherwise being null and void), issued at the request of the Purchaser, sent in written form, prior to the conclusion of the agreement.

2.2. Cost estimate

- 2.2.1. The Seller reserves the right to prepare for the Purchaser, among others on the basis of the Purchaser's inquiry, cost estimate (which shall not constitute an offer within the meaning of the Civil Code), of which the GTCS are an integral part.
- 2.2.2. The Purchaser before placing an order for goods (an order placed on the basis of the cost estimate received from the Seller), shall be obliged to check the compliance of the information contained in the Seller's cost estimate with the Purchaser's inquiry and notify the Seller via e-mail in case any irregularities are found. If the Purchaser provides information about the irregularities, the Seller is entitled to prepare a new cost estimate.
- 2.2.3. The Purchaser may place an order with the Seller (an offer to conclude an agreement) in written, electronic or documentary form. The GTCS shall constitute an integral part of each order placed by the Purchaser even if they are not explicitly referred to in such order.
- 2.2.4. The order (purchase offer) sent to the Seller by the Purchaser must contain, among others:
 - a) personal data of the Purchaser,
 - b) number of cost estimate made by the Seller (if prepared),
 - c) name and specification of the ordered goods (determined according to the Seller's standard),
 - d) the exact quantity of the ordered goods expressed in the units applied by the Seller,
 - e) the requested delivery date,
 - f) the requested place and method of delivery of goods and VAT invoices,
 - g) VAT number and VAT-EU number (in the case of foreign customers),
 - h) contact details of the person coordinating the order for the Purchaser.
- 2.2.5. If the Seller accepts the Purchaser's order (offer), the Seller shall notify the Purchaser of the acceptance of the order (referred to as the Order Confirmation), in written, electronic or documentary form, within the time limit specified by the Seller.
- 2.2.6. Placing an order (based on the Seller's cost estimate) by the Purchaser shall not be binding for the Seller, and failure to send the Order Confirmation to the Purchaser shall not mean "tactic acceptance of the order", unless the Seller within 10 business days (counting from the receipt of the order by the Seller) shall commence the performance of the order and during such period the Seller shall inform the Purchaser about it (as evidenced by the date of sending the information to the Purchaser).
- 2.2.7. The Seller reserves the right to inform the Purchaser about the reasons for rejecting the order placed by the Purchaser.

2.3. Offer

- 2.3.1. The Seller reserves the right to prepare an offer for sale of goods for the Purchaser, based on the Purchaser's inquiry.
- 2.3.2. The information contained, in particular, in guides, price lists, prospectuses, templates, catalogues, folders, advertisements and other materials of the Seller shall not constitute an offer within the meaning of the Civil Code.
- 2.3.3. In the case of an order placed by the Purchaser on the basis of the Seller's offer (if such was clearly submitted to the Purchaser), the Purchaser shall be obliged to indicate in the order the following, among others:
 - a) number of an offer,
 - b) date of preparation of an offer,
 - c) price for the ordered goods indicated in an offer,
 - d) quantity of the ordered goods, expressed in units applied by the Seller,
 - e) place and method of goods delivery/collection and VAT invoices,
 - f) VAT number and VAT-EU number (in the case of foreign customers).
- 2.3.4. The Seller is not required to send Order Confirmation to the Purchaser, if the Purchaser's order is placed on the basis of an offer made by the Seller to the Purchaser and the Purchaser did not make any objections in the order regarding the offer (other conditions than those specified in the offer - the agreement is then concluded on the terms and conditions specified in the Seller's offer, upon receipt of the order by the Seller); any change in the order made by the Purchaser concerning the terms and conditions presented in the Seller's offer shall be considered as the rejection of the Seller's offer and Purchaser's submission of a new purchase offer (GTCS shall constitute an integral part of the Purchaser's offer, even if they are not explicitly referred to in it).

2.4. Signing the order

- 2.4.1. The Purchaser's order must be signed with the name and surname of the person/persons placing the order on behalf of the Purchaser, authorised to represent the Purchaser and conclude agreements on its behalf. If possible, it is additionally recommended to affix the Purchaser's company seal under the order.
- 2.4.2. The Seller has the right to request that the Purchaser confirm the authorisation of person/persons placing orders on behalf of the Purchaser to place the order; If the Purchaser fails to confirm the authorisation for the person/persons within 3 days from the date of sending the request, the Seller shall assume that the Purchaser does not confirm the order.

2.4.3. If the Purchaser has not indicated the persons authorised to represent the Purchaser to the Seller, in particular as regards: placing orders, collection of goods, issuing invoices and signing documents confirming the collection of goods, it is assumed that every person signing the above-mentioned documents at the Purchaser's premises or in a place indicated by the Purchaser or sending declarations and documents on behalf of the Purchaser, (in particular from a business e-mail address) is considered to be a properly authorised representative of the Purchaser.

2.5. Modification of the order

2.5.1. If the Purchaser has made objections to the order (modifying, for example, the terms and conditions of the cost estimate or the offer), the Seller may in response:

- a) confirm selected or all objections of the Purchaser or
- b) introduce additional modifications to the contractual terms and conditions,

The Purchaser shall be bound by the content of the modification of contractual terms and conditions or the scope of objections accepted by the Seller (sent to the Purchaser by the Seller in written, electronic or documentary form) and other original terms and conditions of the Seller's cost estimate or offers, including GTCS, unless the Purchaser submits immediately, no later than within 2 business days (counting from the moment the Seller sends the modifications or confirmations to the Purchaser), any comments to the modifications or confirmations of the Seller (as evidenced by the date of receipt of the comments by the Seller). The Purchaser's comments to the Seller's modifications or confirmations shall be deemed a cancellation of the Purchaser's order (the Seller's modifications and confirmations shall also be cancelled) and placing of a new order; the procedure described in this paragraph shall then be repeated.

2.6. The time of conclusion of the agreement

2.6.1. The agreement is concluded on the date, whichever is the earliest, i.e.

- a) sending the Order Confirmation (the agreement is concluded only under the terms and conditions specified in the Order Confirmation) by the Seller (acceptance of the order is not tantamount to the confirmation of receipt of the message containing the order), or
- b) expiry of the deadline for submitting comments by the Purchaser within 2 business days (specified in the section "Modification of the order"), or
- c) receipt by the Seller of the order based on the Seller's offer (provided that the Purchaser's order shall not modify in any way the Seller's offer), or
- d) the Seller's commencement of the performance of the order, or
- e) signing of the agreement by the Parties.

2.7. Amendment to the terms and conditions of the agreement, termination of the agreement

2.7.1. In the event of circumstances justifying, in the opinion of the Seller, a change in the terms and conditions specified in the agreement, and related in particular to the quality, technical issues, logistics or the scope of the agreement, the Seller reserves the right, on the basis of a separate agreement between the Parties (concluded in written or electronic form) - specifying in particular additional remuneration and a new date of performance of the agreement - to perform the amended agreement.

2.7.2. In the absence of the Purchaser's consent, expressed in written or electronic form, within the period specified by the Seller, not shorter than 2 business days from the date of providing the information to the Purchaser; upon the Seller's proposal to amend the terms and conditions of the agreement, to the extent specified by the Seller, the Seller shall have the right to withdraw from the agreement (without incurring liability for the termination of the agreement), within 30 days from the date of expiry of the time limit for the Purchaser's consent.

If the Purchaser fails to respond (within the time limit specified by the Seller, counting from the date of providing the Purchaser with information) to the proposal of amending the terms and conditions of the agreement, to the extent specified by the Seller, the Seller has the right to assume that the Purchaser has accepted the new terms and conditions proposed by the Seller (tacit acceptance of the amended terms and conditions of the agreement by Purchaser).

3. Settlement of accounts

3.1. The price of the goods

- 3.1.1. Unless otherwise agreed, the price of the goods provided by the Seller is a net price to which (if there is such an obligation) the tax on goods and services (VAT) must be added in the amount applicable on the date of issue of the invoice.
- 3.1.2. The price of the goods, unless otherwise mutually agreed by the Parties, should each time include any additional costs related to the agreement, indicated by the Seller (among others, packaging, storage, delivery or assembly of the goods), in the amount indicated by the Seller.
- 3.1.3. Unless otherwise agreed in the agreement by the Parties, and the Seller is responsible for delivering the goods to the place specified in the agreement, the goods shall be unloaded by the Purchaser (at the Purchaser's own expense and risk).

- 3.1.4. The price given in the Seller's offer (if it was expressly submitted by the Seller) is binding during the period specified in the offer (if the offer validity period has not been specified, it is assumed that the offer is valid for 3 days from the date of sending the offer by the Seller), subject to other provisions of the agreement, including the GTCS. The offer expires prior to the expiry of the specified offer validity period in the event of e.g. the Seller's early depletion of stock of offered goods in the Seller's or its supplier's warehouse.
- 3.1.5. The Seller reserves the right to increase the price of the goods at every stage of the agreement, if there are reasons for the price increase, such as, for example: increase of the rates of customs duties, introduction of other regulatory liabilities (e.g. introducing new taxes or increasing existing taxes / fees / contributions, introduction of procedures related to the virus infection threat, including the SARS-CoV-2 coronavirus), delay in performance of the agreement due to reasons not attributable to the Seller, change in the currency exchange rate (by more than 5% as compared to the date of conclusion of the agreement, using the average exchange rate published by the National Bank of Poland; the price increases by more than 5%), the increase in production costs, the increase in the price of the raw material(s) / component(s) / goods delivered by the supplier(s) of the Seller and required by the Seller to perform the agreement (by more than 5% as compared to the price on the date of conclusion of the agreement; the price increases by a value exceeding 5%); the price of the goods is increased by the value indicated by the Seller (adequate to the reason of the price increase), the Purchaser shall be bound by a new, higher price. The Seller shall inform the Purchaser about the price change.

3.2. Payment terms and conditions

- 3.2.1. The Purchaser shall be obliged to pay the price of the goods and to meet other financial obligations arising from/related in any way to the agreement/s to the bank account indicated by the Seller, e.g. in the agreement or in the invoice.
- 3.2.2. Unless otherwise specified in the agreement by the Parties, the above-mentioned payment shall be made within the time limit specified by the Seller (otherwise the Seller shall refrain from the performance of selected or all agreements or the Seller shall withdraw from selected or all agreements with immediate effect, without incurring any liability whatsoever by the Seller), prior to the release of the goods to the Purchaser / commencement of transport of goods (if the Seller is responsible for arranging the transport of the goods).
- 3.2.3. Payment of the invoice issued by the Seller shall be made without set-off of mutual claims, provided that the Seller gives its prior consent (in written or electronic form, otherwise being null and void).
- 3.2.4. The Seller is authorised to perform the agreement in stages and to issue invoices for particular stages, which the Purchaser undertakes to pay within the time limit specified by the Seller.
- 3.2.5. The date of payment shall be the date when the funds are credited to the Seller's bank account.
- 3.2.6. In the event of the Purchaser's late payment, the Seller has the right to charge statutory interest for late payment in commercial transactions.
- 3.2.7. The Seller reserves the right, upon prior request for payment by the Purchaser and setting an additional payment deadline, to set new payment dates for the Purchaser regarding selected or all agreements in the event of the Purchaser's late payment of any liabilities, regardless of their nature, and under any agreement.
- 3.2.8. The Purchaser consents to the issue of VAT invoices, duplicate VAT invoices and corrective VAT invoices by the Seller in the form of PDF files and their delivery to the Purchaser via e-mail or regular mail. The Purchaser declares that all documents sent to it by electronic mail shall be collected.
- 3.2.9. The Purchaser's reporting of any objections, comments or complaints regarding the performance of the agreement by the Seller, in particular with regard to the goods, shall not prevent the Seller from issuing VAT invoice and shall not interrupt the payment deadline of the Purchaser's liabilities.
- 3.2.10. As regards the obligation resulting from the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, the Seller declares that it has the status of a large entrepreneur.

3.3. Trade credit

- 3.3.1. The Seller reserves the right to sell to the Purchaser the unpaid goods on the day of concluding the agreement up to the amount specified by the Seller, hereinafter referred to as the **Trade credit**.
- 3.3.2. The trade credit applies to all unpaid dues resulting from any agreements binding on the Parties, even before the due date.
- 3.3.3. If the amount of trade credit is exceeded, the Seller is entitled at any time to reduce the sale or stop selling goods to the Purchaser, or suspend the performance of agreements which have already been concluded.

3.4. Payment protection insurance

- 3.4.1. The Seller, in order to secure its receivables, among others resulting from the agreement concluded with the Purchaser, may insure them; The Purchaser shall then be obliged to undergo verification procedure carried out by the company providing the Seller's insurance (including the submission of documents and information indicated by the Seller), within the scope and time limit specified by the Seller.

- 3.4.2. In the case where the value of the agreement exceeds the amount of the Purchaser's payment protection insurance obtained by the Seller - the Purchaser, upon the Seller's request, shall pay to the Seller the difference between the insurance amount and the agreement value in the form of a prepayment (advance payment) (within the time limit specified by the Seller).
- 3.4.3. The Seller has the right to withdraw from all or selected agreements concluded with the Purchaser (in whole or in part) with immediate effect in the event that the insurance company withdraws the insurance cover for the Seller's claims against the Purchaser, and the Purchaser within the time limit set by the Seller, not shorter than 7 business days, shall not provide the Seller with a satisfactory, in the opinion of the Seller, security for the claims or shall not make a prepayment (advance payment) to the extent to which the insurer has withdrawn the insurance cover.
- 3.4.4. The Seller shall not be bound by the offer of securing the claims provided by the Purchaser, and the acceptance of the security provided by the Purchaser is at the sole discretion of the Seller. The Seller shall not be liable for damages against the Purchaser in the event of withdrawal from the agreement, in whole or in part, in the case specified in this and the previous section.

3.5. Security

- 3.5.1. Before concluding the agreement or during its performance (at every stage), at the request of the Seller, the Purchaser shall be obliged to make an advance payment for the goods, within the time limit and in the amount specified by the Seller. The Seller may make the acceptance of the order conditional on the advance payment, made within the time limit and in the amount indicated by the Seller.
- 3.5.2. The Purchaser agrees to include the advance payment, in particular in the price of the goods and any other outstanding claims of the Purchaser against the Seller, regardless of their legal title.
- 3.5.3. In the event of the Purchaser's delay in the performance of any of the obligations set out in the agreement (in particular regarding the payment of the advance), the Seller has the right to postpone the deadline for the agreement performance to the extent specified by the Seller (at least by the time of delay).
- 3.5.4. If, in the opinion of the Seller, there are grounds for suspecting that the Purchaser shall not fulfil the contractual obligations (in particular a financial liability) or the Purchaser shall not perform any of its contractual obligations (in particular a financial liability), or if proceedings are initiated against the Purchaser aimed at settling the obligations of the Purchaser (e.g. enforcement proceedings), the Seller has the right to demand from the Purchaser (at every stage of the agreement performance), in particular, payment for the goods in advance or to provide guarantees or payment protection insurance specified by the Seller, within the time limit, the form and the scope specified by the Seller. If the Purchaser fails to fulfil the obligations set out in the preceding sentence within the time limit specified by the Seller, the Seller may withdraw (in whole or in part) from selected or all agreements concluded with the Purchaser with immediate effect.

3.6. Retention of title

- 3.6.1. The Seller shall retain the title to the goods until the Purchaser pays the entire price of the goods resulting from the agreement, taking into account, in particular, the price of the goods, due tax, interest and other costs related to the agreement.
- 3.6.2. By the time the title to the goods is transferred to the Purchaser, the Purchaser shall be obliged in particular to:
 - a) maintain the goods intact;
 - b) store the goods (without charging the Seller with any additional costs in this respect) in such a way that it is possible to easily identify the property of the Seller;
 - c) not to mix the goods with other goods;
 - d) not to change the goods, their packaging or elements related to the goods in any way.
- 3.6.3. In the event of the Purchaser's late payment of the whole or part of the price for the goods, the Seller shall be entitled to demand the return of the goods or parts delivered to the Purchaser and demand appropriate additional remuneration, e.g. for wear or damage.
- 3.6.4. If, despite the prohibition, the goods to which the title is retained shall be, for example, modified, combined or mixed, the Seller becomes the co-owner of the new goods to the extent to which the value of the combined, mixed or modified goods subject to retention of title is compared to the value of all the goods. Retention of title is also effective with regard to the share in co-ownership. In the event that the modified, combined or mixed goods become a component of the new goods, the Purchaser should immediately pay the price or make a payment protection security.
- as indicated by the Seller.
- 3.6.5. If the goods subject to retention of title are sold to a subsequent purchaser, the Purchaser undertakes to notify the subsequent purchaser of the retention of title.
- 3.6.6. Upon the initiation or during the bankruptcy, composition, enforcement or restructuring proceedings in relation to the Purchaser, the Purchaser shall be obliged to mark the goods in a manner indicating the retention of title for the benefit of the Seller.
- 3.6.7. In the event of seizure of goods owned by the Seller in the course of enforcement proceedings against the property of the Purchaser, the Purchaser shall be obliged to immediately inform the Seller about this fact.
- 3.6.8. At the request of the Seller, the Purchaser shall be obliged to immediately provide all information about the storage location of the goods, the title to which is retained for the Seller.
- 3.6.9. The Seller is entitled to control the goods in the place where they are located (to the extent and within the time limit specified by

the Seller), as well as to collect them from the Purchaser or a third party (at the Purchaser's expense and within the time limit specified by the Seller); transport and storage of the collected goods is at the expense and risk of the Purchaser.

4. The Goods

4.1. Specification of the goods

- 4.1.1. Unless otherwise specified in the agreement, the sold goods shall comply with generally applicable provisions of Polish law and the standards applied by the Seller.
- 4.1.2. Any information (in particular regarding the goods) provided to the Purchaser by the Seller prior to the conclusion of the agreement or during its performance, which was not included in the agreement then (unless the Seller has confirmed it in written or electronic form, otherwise being null and void), shall not be binding. In order to obtain binding information from the Seller, the Purchaser shall be obliged to request the Seller for it in writing, and it shall be provided by the Seller only in written or electronic form (otherwise being null and void).
- 4.1.3. The Seller, unless expressly stated otherwise in the agreement, shall in no way guarantee the achievement of the intended purpose by the Purchaser or the correct selection of the goods, e.g. for the planned investment or in terms of colour. The Purchaser shall be obliged to independently check the goods delivered by the Seller in terms of their suitability for the intended purpose of the Purchaser, the use of the goods by the Purchaser is at the sole risk of the Purchaser.
- 4.1.4. The Seller reserves the right to deliver goods with changed parameters to the Purchaser, provided that the parameters of the goods, in the opinion of the Seller, do not differ significantly from the parameters of the goods specified in the agreement.
- 4.1.5. The Purchaser acknowledges and agrees that the colour (including shade and gloss) of the goods may differ from the colour provided in the colour chart, and that a difference may also occur between two goods of the same colour. The difference in the colours (including shade and gloss) of the goods may occur in particular in the case of goods from different production batches. The Purchaser who wants to receive the goods with a specific colour (including shade and gloss) must request the Seller to order an appropriate sample of the goods. After the Purchaser accepts the sample, the Seller shall endeavour to provide the Purchaser with goods similar to the approved sample (due to the complexity of technological processes, the Seller cannot guarantee that the goods shall be identical to the sample). Differences in colours are permissible (including shades and gloss) between the goods under one delivery: $\Delta E \leq 1.5$ for light and medium colours (I and II colour group) and $\Delta E \leq 2.0$ for dark and special colours; the CIELab [ΔE , ΔL , Δa , Δb] methodology is used to determine the permissible deviation of the actual colour of the goods from the reference colour of the sample, analysing the ΔE indicator.
- 4.1.6. The Purchaser declares that it is familiar with the technical parameters, application, rules of storage or assembly of the goods and all documentation provided by the Seller prior to the conclusion of the agreement.
- 4.1.7. The Purchaser declares that it is familiar with the manner of presenting the goods by the Seller, including, among others: the method of presenting graphic diagrams/structures, dimensions, shapes, weight of the goods, functionality, method of unloading, storage, maintenance, cutting and assembly.
- 4.1.8. If the Seller undertakes in the agreement to provide the Purchaser with technical documentation of the goods (including certificates, approvals), it is assumed, except as otherwise agreed by the Parties, that the date of their delivery shall be determined by the Seller.
- 4.1.9. The Purchaser declares that the documents and information provided to the Seller in connection with the conclusion or performance of the agreement are reliable, complete, free from inconsistencies with the actual state of affairs or other defects affecting the proper performance of the agreement, for which the Purchaser takes full responsibility; The Seller shall not be liable for the consequences of a false statement by the Purchaser. The Seller is exempted from examining the documents and information received from the Purchaser.
- 4.1.10. The Purchaser shall notify the Seller (by e-mail and in writing, in each case attested by an acknowledgement of receipt) of any deficiencies, irregularities in the documentation and information provided, as well as any obstacles that would hinder or prevent the correct performance of the agreement in any way, but no later than on the date of commencement of production (as evidenced by the date of receipt of the notification by the Seller).
- 4.1.11. At the stage of concluding or performing the agreement, when the Parties have not defined detailed guidelines related to the performance of the agreement (e.g. regarding technical specifications), the Seller may adopt its own guidelines. The Seller may additionally send the adopted guidelines to the Purchaser for approval. If the Purchaser does not submit any reservations in written, electronic or documentary form, attested by an acknowledgement of receipt, to the guidelines received from the Seller within 2 business days from the date of their receipt, it shall be deemed that the Purchaser has accepted the Seller's guidelines (tacit consent); in the event of raising objections, the Parties shall undertake to reach a common position, in the event of failure to reach an agreement within the time limit specified by the Seller, the Seller obtains the right to withdraw from the agreement, but the withdrawal may not take place sooner than within 50 days from the date of receipt of the objections raised by the Purchaser. While waiting for approval or reaching a common position, the Seller has the right to suspend the performance of obligations under the agreement, without incurring any liability whatsoever; in such cases, the deadline for the performance of the agreement is also extended by the period indicated by the Seller.
- 4.1.12. Unless otherwise specified in the agreement, the Seller may deliver goods from different production batches; goods from different production batches may differ (e.g. visually).

4.2. Transport of the goods

- 4.2.1. If the Seller applies the Incoterms conditions, unless otherwise decided by the Seller, Incoterms 2020, including the EXW rule, shall apply.
- 4.2.2. If the Seller, in accordance with the agreement, organises the transport of the goods to the location specified in the agreement, then, unless otherwise agreed in the agreement by the Parties:
 - 4.2.2.1. this shall not affect the Seller's liability specified in the agreement (including the GTCS). The Seller decides about the selection of route, means of transport, type and scope of necessary protective measures, packaging of goods, as well as forwarders and carriers. In the cases indicated in the agreement or by the Seller, the Purchaser shall be obliged to pay for the transport of the goods, within the time limit and the scope specified by the Seller;
 - 4.2.2.2. The Purchaser shall provide the Seller with all information and documents enabling the Seller to undertake the necessary preparations for shipment of the goods, including in particular:
 - a) guidance on labelling and transporting goods,
 - b) transport permits, documents needed to obtain the required permits of state authorities and any other documents needed for the transportation of the goods in accordance with applicable legal regulations,
 - c) information and documents required by the Seller,within the time limit indicated by the Seller. If the time limit is not indicated by the Seller, it shall be no later than two business days before the date of release of the goods to the carrier, forwarder or the person responsible for the delivery the goods to the Purchaser;
 - 4.2.2.3. if the Seller does not receive in due time, in particular, instructions, permits, information, documents from the Purchaser, the Seller may, at its own discretion, endeavour to obtain relevant information and documents (at the Purchaser's expense) or delay the date of shipment of the goods by fault of the Purchaser (without incurring any liability whatsoever by the Seller) or withdraw from the agreement (in whole or in part) with immediate effect by a fault of the Purchaser;
 - 4.2.2.4. The Purchaser undertakes to:
 - a) immediately notify the Seller by e-mail of any technical and time limitations related to the access to the place of unloading and the unloading of the means of transport. In the absence of such information, the Seller has the right to charge the Purchaser with any related costs (in the amount specified by the Seller).
 - b) provide easy access to the place of unloading (by a car up to 25 meters long and with a load capacity of up to 40 tons) as well as the machines and workers necessary to unload the goods,
 - c) unload the goods from the means of transport; The Purchaser shall be liable for any damage caused during the unloading of the goods. In the event that unloading is impossible or is delayed for reasons not attributable to the Seller, the Seller retains the right to charge the Purchaser with all related costs (in the amount specified by the Seller).The Parties may specify in the agreement that the Seller shall unload the goods at an extra charge (in the amount specified by the Seller), however, an additional agreement is required for this purpose between the Parties to the agreement.
- 4.2.3. In the event that the transport cannot be carried out or completed for reasons not attributable to the Seller (e.g. the Purchaser refuses to collect the goods), the Seller shall be entitled to claim from the Purchaser, among others, all costs of transport (including to and from the Seller's warehouse), storage and insurance of the goods (these costs shall be borne by the Purchaser on the date indicated by the Seller); the goods shall be stored at the Purchaser's risk.

4.3. Collecting the goods

- 4.3.1. The Seller, unless otherwise agreed by the Parties, sets the date of release / collecting the goods.
- 4.3.2. In the event of the Purchaser's delay in collecting the goods, which exceeds 7 days from the date of collecting the goods designated by the Seller, the Seller may withdraw from the agreement (in whole or in part) with the fault attributable to Purchaser, with immediate effect (after the Purchaser has been requested to fulfil the obligations specified in in the agreement, within the time limit specified by the Seller).
- 4.3.3. Failure to collect the goods by the Purchaser within the designated time limit shall not release the Purchaser from the obligation to pay for the goods.
- 4.3.4. Unless otherwise mutually agreed by the Parties, the risk of accidental loss or destruction of the goods, liability for the goods, passes to the Purchaser at the time of release of the goods to the Purchaser (in the case of the service being provided by the Seller - the risk and liability passes as soon as the goods are left by the Seller at the place of provision of the service) or to the forwarder, carrier or other person responsible for delivering the goods, from the plant or warehouse indicated by the Seller (completion of the loading); The seller shall not be liable, in particular, for damage and shortages in the goods themselves and in their packaging, which occurred after that date. In particular, the Seller shall not be liable for damages caused by the actions of the carrier, forwarder or other person responsible for delivering the goods.
- 4.3.5. Unless the Seller has indicated a different place for the performance of the agreement, all obligations arising from the agreement shall be performed at the Seller's registered office or in the warehouse indicated by the Seller.

- 4.3.6. At the time of collecting the goods, the Purchaser shall be obliged to sign legibly the documents confirming the collection of the goods (name and surname), thus confirming the collection of the goods. Failure to sign the documents confirming the collection of the goods by the Purchaser, e.g. due to the absence of the Purchaser or a person authorised by it at the time of collecting the goods or refusal to sign, shall be treated as raising no objections to the goods (in particular regarding the quality / accuracy of the delivered goods).
- 4.3.7. The Purchaser shall be obliged to indicate to the Seller an authorised person to collect the goods and sign the relevant documents confirming the collection of the goods, no later than 2 business days before collecting the goods. If the Purchaser does not indicate a person authorised to collect the goods, it is assumed that any person signing the above-mentioned documents at the place of releasing/collecting the goods is the Purchaser's representative (has the Purchaser's authorisation).
- 4.3.8. If the Purchaser does not collect the goods within the time limit, the Seller may:
- store the goods or place them in a third-party warehouse chosen by it, in each case the goods shall be stored at the expense (determined by the Seller) and the risk of the Purchaser, or
 - conclude that the goods have been released, issue a VAT invoice or a debit note for the goods and all costs related to the agreement to the Purchaser, considering the agreement as completed, or
 - withdraw from the agreement (in whole or in part) with immediate effect.
- 4.3.9. In the case the Purchaser collects the goods directly from the place indicated by the Seller (transport arranged by the Purchaser), the Purchaser shall be obliged to:
- notify the Seller of the intention to collect the goods at least 1 business day in advance, providing the information required by the Seller, including the vehicle registration number, driver's personal details (name, surname, ID card number, contact details) as well as the specificity of loading onto the means of transport,
 - provide a vehicle that allows for safe, in the opinion of to the Seller, loading and transport of the ordered goods.
- 4.3.10. If the Purchaser, in the opinion of to the Seller, provides a vehicle that is inconsistent with the agreement or with insufficient cargo space, load capacity or in the absence of notification, the Seller may refuse to load the goods and may charge the Purchaser with any costs resulting from it (in the amount specified by the Seller) that the Purchaser shall be obliged to pay to the Seller within 2 business days from the date of receiving information about their amount.
- 4.3.11. On collecting the goods, the Purchaser shall be obliged to:
- carefully check the goods with due diligence; The Purchaser shall be obliged to inspect, among others, collective packaging, unit packaging, goods and documents;
 - report damage to the goods (e.g. any damage to the collective or unit packaging, loss or damage to the goods), deficiencies and non-compliance of the goods with the invoice or order (e.g. in terms of quantity) and to perform all activities necessary to determine the liability of the entity releasing the goods, e.g. the carrier (in particular, enter the damage, losses, deficiencies and inconsistencies to the waybill, make photo documentation of the irregularities, prepare a report on the condition of the goods / consignment with the carrier; obtain the carrier's signature under the report) and immediately notify the Seller (if the goods are not collected directly from the Seller) by e-mail (with confirmation of receipt) and by phone about the situation.
- 4.3.12. In the case of hidden defects, which could not have been detected at the time the goods were collected, the Purchaser shall be obliged to report them to the carrier (requesting a report on the condition of the goods / consignment) and to the Seller, in writing and by e-mail, in each case with confirmation of receipt, no later than within 2 business days from the date of collecting the goods.
- 4.3.13. The Seller reserves the right to reject the complaint and any other claims of the Purchaser (the Seller shall not bear any liability whatsoever, e.g. in relation to damage, defects, deficiencies or non-compliances found) in the event that the Purchaser has waived its obligations set out in the two preceding paragraphs, in particular related to: checking the goods in due time, drawing up a report on the condition of the goods / consignment with the carrier, notifying the Seller and the carrier of the damage found.
- 4.3.14. If the Seller does not receive a notification on the disclosure of defects, deficiencies or non-compliances on the date of collection of goods or within 2 business days from the date of collection of goods, it shall be deemed that no such defects were found (e.g. the goods were not damaged during transport, nothing was missing); the Seller's liability for the situation, based on any legal basis, to the maximum extent permitted by law, shall be excluded.
- 4.3.15. Unless otherwise agreed by the Seller, the Purchaser shall be obliged to collect the delivered goods with physical defects that are insignificant in the opinion of to the Seller.
- 4.3.16. The Purchaser shall be obliged to collect part of the goods. The Seller reserves the right to partially perform the agreement (in stages). The Purchaser shall be obliged to pay each time (unless otherwise agreed by the Parties) for the part of the agreement performed by the Seller (in the amount specified by the Seller), within the time limit indicated by the Seller.

4.4. Storage of the goods

- 4.4.1. The goods should be stored in accordance with the guidelines indicated by the Seller, in particular in closed, dry, well-ventilated rooms, protecting them against direct sunlight. Detailed recommendations concerning the storage of goods can be found, among others on the Seller's website.

4.4.2. Covering the goods with protective film:

- 4.4.2.1. A protective film may be applied to the goods in order to additionally protect the goods against mechanical damage, stress and impacts that may occur during, for example, transport or reloading of the goods. The application of the film does not relieve from the obligation to properly store the goods.
- 4.4.2.2. Protective film should be removed before installation of the goods, e.g. on the facade or roof of the building.
- 4.4.2.3. Protective film must be removed at warm temperatures, because at low temperatures delamination of adhesive layer occurs and some of its components may remain on the goods.
- 4.4.2.4. Improper way of storing the goods may result in difficulties in removing the protective film, which in turn may leave traces of glue on the goods; in such cases, complaints about the glue remnants from the protective film left on the goods shall not be considered by the Seller.
- 4.4.2.5. Removal of the protective film from the surface of the goods should take place no later than within 3 (three) weeks from the date of manufacture of the goods, if the goods are properly stored, i.e. at a warm temperature, with air humidity lower than 60%, with no direct exposure to sunlight. Failure to comply with the appropriate storage conditions for the goods shortens the time of removing the film to 3 (three) days from the date of preparation of the goods for collection by the Purchaser or delivery of the goods by the Seller, and if the goods are directly exposed to the sunlight, this period may be shorter.
- 4.4.2.6. Removal of the protective film from the surface of the goods should take place no later than within 3 (three) weeks from the steel sheets in original packaging should not be stored for more than 3 weeks from the date of production. After this time, the packaging should be cut open and the sheets should be separated with spacers to allow free air circulation. The maximum storage time should not be longer than 6 months from the date of production under pain of losing the warranty for the products covered by the warranty.

5. Deadlines

- 5.1. In the case of failure to meet the deadline for delivery of the goods (performance of the agreement) by the Seller, for reasons attributable to the Seller, the Purchaser shall be entitled only to set for the Seller an additional deadline for delivery of the goods (not shorter than 45 business days; by the expiry of that period, the Purchaser is not entitled to withdraw from the agreement, subject to the provision that after this deadline, the Purchaser is only entitled to withdraw from the unperformed part of the agreement). In the remaining scope, any liability of the Seller for failure to meet the deadline for release of the goods shall be excluded.
- 5.2. The deadline for release of the goods shall be deemed to have been observed if, before its expiry, the goods have left the plant or warehouse indicated by the Seller or the Purchaser has been notified (in writing or by e-mail) of readiness for dispatch or release of the goods.
- 5.3. If the Parties to the agreement fail to specify the deadline (day, time) for delivery of the goods, it is assumed that the deadline shall be specified by the Seller.
- 5.4. The Seller shall fulfil all obligations specified in the agreement, unless expressly stated otherwise in the agreement, within the time limit specified by the Seller.
- 5.5. Due to the consequences of the virus infection threat (in particular the SARS-CoV-2 coronavirus) and the situation on the market of raw materials / components / goods supplied by the supplier / s to the Seller required for the performance of the agreement (s) (which results, among others, in their lack or an prolonged period of waiting for their delivery) in Poland, Europe and in the world and the related difficulties in the timely performance of agreements by the Seller, the Seller cannot guarantee the performance of the agreement within the time limit specified in the agreement (which is an indicative / planned date and it is not binding), the Purchaser acknowledges and accepts this fact; the date of performance of the agreement may be (but does not have to be) extended by the Seller by the time which the Seller is not able to determine at the stage of concluding the agreement, the Purchaser takes it into account when concluding the agreement; The seller shall not be liable (regardless of the legal basis of the claim) for failure to perform the agreement within the planned time limit, in particular for the reasons indicated above. The Seller shall inform the Purchaser about the change of the time limit for performance of the agreement.

6. Force majeure

- 6.1. The Seller shall not be liable for non-performance or improper performance (e.g. for failure to release the goods within the specified time limit), in whole or in part, as long as it is caused by the operation of force majeure (referred to as the Force Majeure), which includes in particular:
war (whether declared or not), martial law, state of emergency, other military operations, military manoeuvres, terrorist activities, mobilisation, rebellion, riots, revolution, insurrection, military or civil coup, embargo, radioactivity or radioactive contamination, epidemic, pandemic, viral or bacterial hazard, earthquake, flood, fire, hail, heavy rain or snowfall, high (+ 30° C and higher) or low (-5° C and lower) temperatures preventing the execution of works due to technological reasons, weather conditions preventing the execution of works in accordance with technology, natural disasters, strike or other labour conflict, accident, delay in transport, failure of municipal services, road blockade, transport damage, time limitations in road traffic of heavy transport, limitations in the work of carriers (e.g. air, land, marine, inland waterways), electricity or gas supply shortages or interruptions, shortages in materials and raw materials, lack of components, amendment to the law, regulations or operation of state bodies and agencies; or if the performance of contractual obligations by the Seller turned out to be excessively burdensome, in the opinion of to the Seller, due to the appearance of circumstances the exclusion of which was a condition for the conclusion of the agreement; or events that are beyond the control of or are not attributable

to the Seller, which could not have been foreseen or avoided, and which shall occur after the conclusion of the agreement and shall hinder the performance of contractual obligations in the opinion of to the Seller.

- 6.2. Due to the circumstances of Force Majeure the Seller shall be released from the performance of contractual obligations for as long as, in the opinion of the Seller, they prevent or hinder the performance of contractual obligations.
- 6.3. The deadlines specified in the agreement shall be extended by at least the duration of the Force Majeure (as indicated by the Seller).
- 6.4. The Seller affected by the Force Majeure event shall notify the Purchaser about this fact.
- 6.5. Each party shall bear its own additional costs resulting from the occurrence of Force Majeure.
- 6.6. The provisions regarding Force Majeure shall also apply if the Force Majeure affects the Seller's suppliers / contractors / subcontractors, in particular the warehouse or production plant indicated by the Seller.
- 6.7. If the Force Majeure persists for a period exceeding 90 business days, the Seller has the right to withdraw from the agreement with immediate effect, without incurring any liability whatsoever.
- 6.8. The Seller has the right, regardless of the extension of the deadline for performance of the agreement by the period of the duration of Force Majeure, to additional extension by the time specified by the Seller, without incurring any liability whatsoever.
- 6.9. Due to the fact of the occurrence of Force Majeure the Purchaser shall not be released from the obligation to pay, in particular, for the goods collected, and for goods manufactured or prepared and not collected in accordance with the agreement due to the occurrence of Force Majeure; in case of any doubts, payment shall be made within the time limit specified by the Seller.
- 6.10. The Parties undertake to exercise due diligence in the event of Force Majeure in order to reduce its impact on the performance of obligations under the agreement.

7. Liability

- 7.1. The Seller grants a warranty for the goods to the Purchaser (subject to further provisions of the GTCS) only on the terms and conditions set out in this chapter.
- 7.2. Whenever the Seller grants a guarantee for the goods, the liability for the goods is limited to the maximum extent permitted by law, only to the terms and conditions of the guarantee specified by the Seller. In the terms and conditions of the Seller's guarantee, if the Seller has not provided them to the Purchaser, it is assumed that the guarantee shall be granted on the same terms and conditions as in the case of the warranty described below. The Seller may stipulate (e.g. in the terms and conditions of the guarantee) that the provision of guarantee for the goods is conditional on the exclusion of warranty.
- 7.3. The Parties jointly agree that the warranty granted to the Purchaser by the Seller covers only defects that existed at the time the goods were released to the Purchaser or resulted from a cause existing in the goods at the same time.
- 7.4. The warranty, unless otherwise decided by the Seller, refers only to the territory of the Republic of Poland.
- 7.5. If the Seller accepts a complaint under the warranty, the Seller shall, at its own discretion, repair the goods (the repair shall be carried out in the manner specified by the Seller) or pay to the Purchaser a cash equivalent of the cost of repairing the goods, in the amount specified by the Seller (calculated based on the rates applied by the Seller and depreciation indicated by the Seller). If the Seller finds that the goods cannot be repaired, the Seller reserves the right to choose: to deliver all or part of the goods for replacement, or to reduce the price by the value indicated by the Seller. The repaired or replaced goods may differ from the goods subject to complaint.
- 7.6. If the Seller releases the goods to the Purchaser without the properties promised in writing, the Purchaser shall have the exclusive right to replace the goods with the goods complying with the order, with the exclusion of further claims.
- 7.7. The Seller shall be released from liability, in particular under the warranty and in line with the general principles, if the Purchaser knew about the defect to the goods at the time of concluding the agreement or releasing the goods to the Purchaser.
- 7.8. If, after the end of the complaint procedure under the warranty, the goods free from defects or defective goods (in the event of rejection of the complaint) are not collected by the Purchaser from the Seller within the time limit indicated by the Seller, the Seller shall request the Purchaser to collect the goods within the subsequent time limit indicated by the Seller (in written, electronic or documentary form). Upon the ineffective lapse of the time limit, the Seller is entitled to charge a fee for insurance and storage of the goods. Goods shall be stored at the Purchaser's risk. The Seller reserves the right, to the maximum extent permitted by law, to dispose of the goods free from defects.
- 7.9. The Purchaser shall be obliged to refrain from installing the defective goods (unless otherwise expressly agreed by the Seller); the assembled goods are considered to be free from defects which could have been noticed before the assembly of the goods. In the case the Purchaser has installed defective goods (unless otherwise expressly agreed by the Seller), the Seller shall not be liable, among others, for all costs related to disassembly and re-installation of the goods.

Warranty exclusions

- 7.10. The warranty shall not cover, in particular, defects of the goods resulting from:
 - a) improper transport of the goods or their storage by the Purchaser,
 - b) Force Majeure or other events not attributable to the Seller,
 - c) improper selection, installation, processing, operation, maintenance (in particular in a manner inconsistent with the manual, specification sheet, manufacturer's recommendations, regulations, standards) by the Purchaser,
 - d) natural / normal wear and tear,

- e) mechanical damage,
 - f) changes and modifications to the goods made by the Purchaser or other third parties,
 - g) the use of defective goods,
 - h) using the goods in a manner inconsistent with their intended use, technical parameters or physical and chemical properties,
 - i) using the goods in an environment involving continuous contact with water with a high level of salinity (e.g. marine environment), construction chemicals (e.g. wet wood, concrete, plaster), as well as exposed to aggressive chemicals, fumes, soot and biological contamination (e.g. mosses, lichens), contact corrosion formed at the interface of two materials.
- 7.11. Activities related to the daily handling of goods, resulting from, among others, the operating instructions or the Seller's guidelines shall be performed by the Purchaser on its own and at its own expense.
- 7.12. The assembled goods are considered free from defects that could have been noticed before the assembly of the goods; The Purchaser shall be obliged to refrain from installing the defective goods (unless otherwise expressly agreed by the Seller). In the case the Purchaser has installed defective goods the Seller shall not be liable for all costs related to disassembly and re-installation of the goods.

Complaint notification

- 7.13. Before submitting a complaint, the Purchaser shall be obliged to check, among others, the way of using and maintaining the goods, in particular in terms of compliance with the Seller's guidelines, included, among others, in the manual.
- 7.14. The Purchaser shall be obliged to submit a complaint notification under the warranty in Polish language, on the Seller's current complaint form, available on the Seller's website.
- 7.15. The Purchaser shall be obliged to indicate in the complaint notification in particular: the goods subject to complaint (name and number of the goods), the number of the invoice confirming the purchase of the goods subject to complaint, the date of finding the defect in the goods, description of the defect, circumstances in which the defect occurred and was found, the quantity of the goods subject to complaint, place where the goods subject to complaint are located, personal details of the contact person (representing the Purchaser) within the scope of the complaint.
- 7.16. The Purchaser shall be obliged to attach to the complaint notification, in particular: proof of purchase of the goods (a copy of the invoice), photos and recordings of the reported defect and the whole product (from different perspectives and distances, in high resolution, with good lighting), the product label, copies of documents confirming the collecting of the goods, the condition of the goods at the time of their collection from the Seller, confirmation of the assembly of the goods carried out by persons having the qualifications required by law or indicated by the Seller, documents confirming the performance of service activities and their scope, as well as other documents indicated by the Seller.

Complaints handling, the scope of responsibility

- 7.17. The Purchaser shall be obliged to provide the Seller with all information and documents necessary, in the opinion of the Seller, to consider the complaint within the time limit, the form and the scope specified by the Seller.
- 7.18. A complaint notification not submitted on the form, not containing all data and attachments, shall not be treated by the Seller as a complaint notification and shall not be considered by the Seller (without incurring any liability whatsoever by the Seller) by the time the deficiencies are removed by the Purchaser.
- 7.19. The Seller shall have the right to reject the complaint, in particular if the Purchaser fails to fulfil the obligations set out in the preceding paragraph, or fails to provide the Seller with the possibility of testing the goods, or fails to provide the Seller with information or documents required by the Seller, to the extent, in the form and the time limit specified by the Seller.
- 7.20. The Purchaser shall be obliged to make the goods subject to complaint available to the Seller for testing and repair (until the complaint is completed) at the Purchaser's expense at the place of its installation or storage, within the time limit indicated by the Seller and in the form / manner specified by the Seller. The Purchaser shall be obliged, among others, to provide easy and direct access to the goods subject to complaint, e.g. by dismantling covers and other elements covering or otherwise obscuring the goods or limiting access to the goods, in the opinion of the Seller, to provide scaffolding / crane with service, to halt the production, turn off the electricity, to arrange passes to enter the facility. All costs of transporting the goods subject to complaint or testing the goods at the place of their installation or storage shall be borne by the Purchaser. In the cases indicated by the Seller, the Purchaser shall be obliged to dismantle and send the goods subject to complaint to the Seller at the Purchaser's expense and risk, and after the complaint handling is completed, collect them from the Seller at its own expense and risk.
- 7.21. In each case, the Purchaser shall be obliged to prove that the goods have already been defective at the time of their release to the Purchaser.
- 7.22. The Seller may reject the Purchaser's claims under any legal title (in particular under the warranty), if the Seller has not been notified of a defect in the goods immediately, not later than within 7 days from the moment the defect was found (this shall not apply to defects that the Purchaser should have noticed and reported upon collecting the goods or within a specified period of time after collecting the goods).
- 7.23. The Purchaser shall be obliged to notify the Seller about the defect in writing (by registered letter with acknowledgement of receipt) or by e-mail (with confirmation of receipt), or as otherwise indicated by the Seller.
- 7.24. The Seller shall respond to the complaint under warranty provided that it shall be provided with all necessary and complete information and documents by the Purchaser (in the opinion of the Seller).

- 7.25. In the event that, in order to consider the complaint, expert assessment or consultations with the manufacturer of the materials of which the goods are made is necessary, in the opinion of the Seller, the time needed to consider the complaint shall be appropriately extended by the period necessary for the expert assessment or consultations and summarising the results of testing. If, before the completion of the expertise of the goods, the Purchaser requests the Seller to return the goods subject to complaint, the Seller shall be entitled to reject the complaint without considering it (without incurring any liability whatsoever). The Purchaser agrees to the testing of the goods, which may result in their destruction.
- 7.26. In the event that the Seller accepts the complaint under warranty and undertakes to repair or replace part or all of the goods with the goods free from defects, or reduce the price, then such repair, replacement or price reduction shall take place within the time limit specified by the Seller.
- 7.27. The time for responding to the received complaint notice is, as a rule, 45 business days following the fulfilment of the following cumulative conditions: delivery of complaint notice to the Seller by the Purchaser, delivery of all documents and information required by the Seller, as well as delivery or making the goods subject to complaint available to the Seller - in the cases indicated by the Seller. The deadline for considering a complaint for justified reasons (e.g. waiting for the results of testing, expert assessment) may be extended, and the Seller shall inform the Purchaser about it, without incurring any liability whatsoever by the Seller.
- 7.28. The goods subject to complaint or part of them after replacement with defect-free goods become the property of the Seller, the Seller decides whether the defective goods or part of them shall be returned (at the Purchaser's expense) to the Seller or whether the Purchaser shall be obliged to dispose of them at its own expense and risk.
- 7.29. The Seller shall not be obliged to provide replacement goods while the complaint is processed.
- 7.30. If the Seller accepts a complaint regarding quantity shortages, the Seller shall deliver the missing quantity of goods within the time limit specified by the Seller.
- 7.31. In the event of an unjustified complaint submitted by the Purchaser, in the opinion of the Seller, the Seller shall have the right to charge the Purchaser with all costs related to its processing incurred by the Seller (including the cost of service work, testing, components used and the costs of their arrangement, the cost of renting the equipment, possible access, accommodation, etc.) within the time limit, the scope and the amount specified by the Seller.
- 7.32. The Parties, to the maximum extent permitted by law, subject to the following point, shall exclude the Seller's liability for damages for any damage incurred by the Purchaser related in any way to the agreement, in particular in connection with its conclusion, performance or termination, regardless of the legal nature of the claim; the Seller shall not be liable in particular for: loss of revenues, costs resulting from the suspension of assembly, image costs, lost profits, direct and indirect damages, claims made by third parties against the Purchaser. The Parties, to the extent permitted by law, exclude the possibility of pursuing claims for damages against the Seller on the basis of tort liability.
- 7.33. If the Seller accepts the complaint and repairs the goods or makes the payment of the cash equivalent of the cost of repairing the goods, in the amount specified by the Seller, calculated based on the rates applied by the Seller and the depreciation indicated by the Seller, or delivers the replacement goods (in whole or in part, respectively) - the Seller, at its own discretion, shall cover only the costs of the Seller's servicing works during the repair and the costs of the components used for repair or the costs of the cash equivalent, or the costs of the replacement goods (including the costs of transporting the goods). If the Seller reduces the price of the goods or parts thereof, the Seller shall issue an appropriate corrective invoice.
- 7.34. Regardless of the number of complaints, claims, regardless of the legal basis of the claims, the Seller's total liability for the conclusion, performance and termination of the agreement (including defects to the goods) is limited to the maximum amount of the net price of the goods (prices on the Seller's invoice) to which it applies or to which the complaint/s or claim/s is/are related.
- 7.35. If the goods have been processed, the Seller's liability for defects in the goods that may have arisen as a result of the processing shall expire to the maximum extent permitted by law.
- 7.36. Unless otherwise agreed by the Parties, after 12 months from the date of release of the goods to the Purchaser, to the maximum extent permitted by law, the Seller's liability based on any legal basis, in particular under the warranty, shall expire. The Seller shall be liable only for defects that have been reported to the Seller within the time limits specified in the agreement, including the GTCS, not later than within 12 months (from the date of release of the goods to the Purchaser).
- 7.37. The Purchaser shall not be entitled to any claims against the Seller for damages resulting from the exercise of the right specified in the agreement by the Seller.
- 7.38. The Seller shall not be liable for the repair of the goods that the Seller shall not perform, as well as for the result of such repair and defects that arose/shall arise in connection with the repair.

8. Intellectual Property

- 8.1. All intellectual property, including copyrights and related rights as well as industrial property, including in particular works (e.g. designs, sketches, concepts, descriptions, analyses, compilations) and inventive designs, patents, trademarks, utility models, owned by the Seller or developed by the Seller in connection with the performance of the agreement, shall remain its sole property, and the Purchaser shall not be entitled to any rights, in particular proprietary copyrights and related rights as well as industrial property rights or other rights authorising the Purchaser to use it beyond the scope specified in the agreement or indicated by the Seller. In case of any doubts, it is assumed that the Purchaser may use, in a non-exclusive manner, to the extent specified by the Seller, the intellectual property provided to it by the Seller, during the period indicated by the Seller, without any right to disclose it to third parties, except for the cases specified by the Seller. In the event of a breach of the provisions of this paragraph, the Seller shall be entitled to claim a contractual penalty from the Purchaser in the amount of PLN 250,000 (two hundred and fifty thousand zlotys) for each case of breach.

- 8.2. Disseminating and providing access to the Seller' intellectual property to third parties is prohibited and constitutes a violation of the Seller's rights. The exception is technical information and arrangement diagrams of the goods provided in the Seller's advertising materials, in particular published on websites managed by or on behalf of the Seller.
- 8.3. The Seller shall not be liable for the use of the goods or trademarks which have been affixed to the goods contrary to the agreement and the law by the Purchaser.
- 8.4. The Purchaser shall indemnify and hold the Seller harmless from the obligation to provide services in the event of any claims and costs arising from infringement of third party rights (including, but not limited to, rights under patents, design rights or trademarks, copyrights), provided that the infringement is related to e.g. designs, patterns and specifications provided to the Seller by the Purchaser for the purposes of the agreement.

9. Termination, withdrawal from the agreement

- 9.1. In the case of continuous obligations, the Seller has the right to terminate the agreement with the notice period of 14-days; the termination shall be made in written or electronic form, otherwise being null and void. The date of termination is the date of receipt of the termination by the addressee (in the case of failure to give notice - the date of termination is the date of expiry of the 14 days period from the first attempt to serve it).
- 9.2. The Seller has the right, apart from the cases specified in the provisions of law, to withdraw from the agreement with immediate effect, if the Purchaser, despite being requested to cease the infringements within the time limit specified by the Seller:
 - a) is late with the payment of any of the Seller's due amounts,
 - b) fails to fulfil (in the opinion of the Seller) any of the obligations specified in the agreement (including the GTCS),
 - c) harms the Seller's reputation, in the opinion of the Seller,
 - d) the Purchaser's assets shall be subject to enforcement, seizure or similar proceedings, and the Purchaser shall e.g. enter into or offer a composition agreement or arrangement with creditors,
 - e) a resolution is passed or a petition for dissolution / liquidation of the Purchaser is submitted (for purposes other than transformation).
- 9.3. In the event of termination of the agreement (e.g. as a result of dissolution, termination or withdrawal from the agreement), the Purchaser shall always be obliged, regardless of other obligations specified in the agreement (including in the GTCS) and in the provisions of law, in particular to pay for the performance of entire or part of the agreement to the Seller (e.g. for the goods collected) and to reimburse to the Seller any costs that the Seller incurred in connection with the conclusion, implementation and termination of the agreement (e.g. payment for all goods ordered or purchased by the Seller, which the Seller shall not be able to return, goods in process, goods manufactured and stored by the Seller or by a third party for the purposes of the performance of the agreement, services ordered by the Seller for the purpose of the performance of the agreement) in the amount and time specified by the Seller.
- 9.4. Termination of the agreement shall not affect the claims or rights that the Seller has or shall have under the completed agreement; the Purchaser shall be obliged, in particular, to pay contractual penalties even in the event of termination of the agreement.
- 9.5. The Seller is entitled to keep the advance payment paid by the Purchaser as the costs incurred in relation to the termination / withdrawal from the agreement.
- 9.6. If the right to withdraw from the agreement is reserved, the Seller shall be entitled to withdraw from the agreement in each case within 3 months from the moment of the occurrence of the grounds for withdrawal from the agreement, unless these GTCS specify a different time limit.
- 9.7. Withdrawal from the agreement by the Seller, unless otherwise agreed by the Seller, is effective ex nunc (as of now), i.e. on the date of withdrawal and is effective only within the scope of the unperformed part of the agreement.
- 9.8. In the event of termination of the agreement, the Purchaser shall secure the goods or part thereof at its own expense and risk until the Seller pays for them.

10. Contractual penalties

- 10.1. In each case of termination of the agreement for reasons attributable to the Purchaser, the Seller is entitled to charge the Purchaser with a contractual penalty in the amount of 20% of the gross value of the entire agreement (prices / remuneration in the total amount).
- 10.2. Whenever the Purchaser's performance of obligations specified in the agreement is delayed, in particular in the GTCS, the Seller is entitled to charge the Purchaser with a contractual penalty for each commenced day of delay in the amount of 0.3% of the gross value of the entire agreement (prices / remuneration in the total amount), in aggregate amount of not more than 40% of the gross value of the agreement (prices / remuneration in the total amount).
- 10.3. The Purchaser, regardless of its other obligations under the agreement, including the GTCS, shall be obliged to pay a contractual penalty. Payment of the contractual penalty shall not release the Seller from the obligation to comply with the provisions of the agreement.
- 10.4. The Purchaser shall be obliged to pay contractual penalties even in the event of termination of the agreement.
- 10.5. The contractual penalty is payable by the Purchaser on the basis of a debit note issued by the Seller, on the date specified in the note.
- 10.6. If the value of damage incurred by the Seller exceeds the value of the contractual penalty stipulated in the agreement (including the GTCS), the Seller is always entitled to claim supplementary compensation from the Purchaser in line with the general principles.

11. Confidential information

- 11.1. The Purchaser undertakes to keep confidential, for the term of the agreement and within 10 years of the date of its termination, all information (regardless of the manner and form in which it was provided or made available to the Purchaser) obtained in relation to the conclusion and performance of the agreement, in particular the Purchaser shall not use it for its own purposes or for purposes of third parties and shall not disclose to third parties any information concerning the Seller or received from the Seller, including: commercial information, information on the progress of negotiations, order completion dates, information on the servicing or complaint procedures, time limits for complaint handling, technical information, technology, business plans, methods of operation, forecasts, financial data, software, inventions, discoveries, price structures, penalties, discount policy, offers or quotes received, information concerning employees, associates of the marketing policy and other information, the disclosure or the use of which could in any way infringe the interests of the Seller (hereinafter referred to as the **Confidential Information**). Informing about the fact of concluding the agreement shall not constitute a breach of this obligation.
- 11.2. Disclosure of Confidential Information, with the exception of its disclosure in connection with the performance of obligations under generally applicable law, requires explicit prior consent of the Seller, expressed in writing (otherwise being null and void).
- 11.3. The Purchaser shall be obliged to protect Confidential Information at least in the same way as it protects its own trade secrets.
- 11.4. If the Purchaser shall be required to disclose Confidential Information by an authority or court acting on the basis of generally applicable provisions of law, the Purchaser shall be obliged to immediately inform the Seller about such requirement and to act in accordance with the Seller's instructions.
- 11.5. The Purchaser, in the event of disclosure of Confidential Information to its employees and associates in connection with the performance of the agreement, shall be obliged to inform these persons about the confidential nature of the information provided and shall oblige them to keep the Confidential Information confidential (at least on the terms and conditions set out in this section).
- 11.6. In any case of breach of the provisions set out in this section by the Purchaser, the Seller is entitled to charge the Purchaser with a contractual penalty in the amount of PLN 50,000.00 (fifty thousand) for each case of breach of the above provisions, payable on the date indicated by the Seller.
- 11.7. The Seller is entitled to disclose information and documents received from the Purchaser to entities related in terms of equity, organisation, personally or legally related to the Seller, as well as to its associates and advisers.

12. Personal data

- 12.1. The Parties agree that in connection with the conclusion and performance of the agreement, personal data may undergo processing. Therefore, both Parties shall be obliged to comply with generally applicable laws on the protection of personal data, including the 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, the Official Journal of the European Union L 119 of 4.5.2016 (hereinafter referred to as the Regulation) and Polish law, including the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018.1000).
- 12.2. The Parties shall be obliged to:
 - 12.2.1. process personal data on the basis of the consent of the data subjects or on the basis of other grounds authorising the processing of personal data in accordance with the provisions of the Regulation; the legal basis can be, in particular, a legitimate interest (Article 6, section 1(f) of the GDPR) consisting in enabling the party to correctly perform the agreement.
 - 12.2.2. ensure that the processing of personal data obtained from or concerning the other Party shall be carried out only by authorised persons - on the basis of authorisation or agreement on personal data processing outsourcing and acting only at the request of the Party. Such persons shall be obliged to maintain confidentiality. Confidentiality shall also apply to all information regarding the methods of protecting personal data entrusted for processing.
 - 12.2.3. ensure that the processing of personal data shall be carried out in a manner that ensures adequate protection of personal data, including protection against unlawful processing and accidental loss, destruction or damage, using appropriate technical or organisational measures,
 - 12.2.4. unless otherwise provided in the agreement, not to disclose personal data obtained from the other Party or concerning the other Party to entities other than those authorised under the applicable provisions of law, unless required to do so by the European Union law or Polish law;
 - 12.2.5. to cooperate in fulfilling the above-mentioned obligations, including the fulfilment of the obligation to respond to the requests of the data subjects in terms of exercising their rights.
- 12.3. The Parties shall be obliged to apply appropriate technical and organisational measures ensuring protection of personal data being processed, appropriate to the nature, scope, context and purposes of processing as well as the risk of violation of the rights or freedoms of natural persons.
- 12.4. The Parties shall be obliged to guarantee the exercise of the rights of persons whose personal data are being processed, taking into account the fact that these persons shall be entitled, among others, to:
 - 12.4.1. the right to withdraw consent to the processing of personal data;
 - 12.4.2. the right to be informed about their personal data;
 - 12.4.3. the right to control the processing of personal data, including its supplementing, updating, correcting, deleting;

- 12.4.4. the right to object to the processing or to restrict the processing;
- 12.4.5. the right to lodge a complaint with the supervisory authority and use other legal means in order to protect their rights.
- 12.5. Each Party shall be liable for its acts or omissions in accordance with the provisions of law. The Party shall be liable for the acts or omissions of the persons who are involved in the performance of the agreement, as for its own acts or omissions.
- 12.6. The Parties shall be liable for any damage that the other Party or third parties incur as a result of the processing of personal data contrary to the agreement or the provisions of law.
- 12.7. If the Party finds that there has been an infringement of the protection of personal data obtained from or concerning the other Party, it shall be obliged to notify the other Party of such infringement within a maximum of 24 hours after finding the infringement.
- 12.8. On termination of cooperation, the Party to the agreement - at the request of the other Party - shall be obliged to delete, within 14 days from the delivery of the request, all personal data received and any existing copies thereof, unless the European Union law or the law of a Member State requires the storage of personal data.
- 12.9. The Party shall be obliged to provide the other Party with the information necessary to demonstrate compliance with the obligations set out in this paragraph.
- 12.10. Each Party, as a controller of personal data of its employees, shall inform them (disclosure obligation) that their personal data may be processed by contractors for the purpose of establishing cooperation and implementation of concluded agreements.

13. International Agreements

- 13.1. In the case of sale of goods outside the territory of the Republic of Poland, the Purchaser shall be obliged to provide the Seller, within the time specified by the Seller, with documents and information required by law or indicated by the Seller (confirming that the goods have been delivered to the place of destination) otherwise the Purchaser shall be charged by the Seller with the amount of VAT and any other costs incurred by the Seller for not receiving them from the Purchaser (e.g. arising from penalties or customs duties imposed on the Seller).
- 13.2. In the case of making payments in Euro, the Purchaser shall reimburse to the Seller all related costs (resulting, among others, from the exchange rate risk, cost related to exchange rate), in the amount specified by the Seller.
- 13.3. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods and related standards of international law shall be excluded.
- 13.4. This agreement has been executed in Polish language. In the event of any discrepancies between the Polish language version and another language version, the Polish language version shall prevail for the purpose of interpreting the provisions of the agreement.

14. Final provisions

- 14.1. To all matters not settled herein appropriate provisions of the Polish law shall apply, especially the Civil Code.
- 14.2. The Seller and the Purchaser shall strive to amicably resolve all disputes arising in connection with the conclusion and performance of agreements under these terms and conditions.
- 14.3. Any disputes shall be settled by Polish common courts having jurisdiction over the registered office of the Seller.
- 14.4. The Parties agree that, among others, statements, requests, notifications and information delivered by e-mail shall be deemed delivered by the Purchaser to the Seller within the prescribed period, if their content was received by the Seller within that period and confirmed by a notification of displaying the message or confirmation of receipt of the message.
- 14.5. If a Party refuses to accept the document, it shall be deemed to have been delivered on the day of its refusal by the Party
- 14.6. The invalidity or ineffectiveness of any of the provisions of the agreement (or its part) shall not affect the validity and effectiveness of the remaining provisions. In the event that any of the provisions of the agreement is found to be invalid or illegal, the remaining provisions of the agreement shall remain in force to the fullest extent permitted by applicable law. At the same time, the Parties to the agreement undertake to immediately replace such provisions with valid provisions, taking into account the economic objective of the agreement as well as the will and intention of the Parties to the agreement.
- 14.7. Unless otherwise agreed by the Seller, in the event of any discrepancies between the documents, the following hierarchy shall apply (the hierarchy of importance): 1) the agreement concluded by the Seller and the Purchaser, 2) Confirmation of the Seller's Order, 3) Seller's offer, 4) GTCS, 5) Seller's cost estimate.
- 14.8. The Purchaser undertakes to cooperate with the Seller at every stage of the agreement, and in particular to perform the activities (including providing data, information, materials and documents) indicated by the Seller (within the time limit, the form and the scope specified by the Seller).
- 14.9. The Seller may perform the agreement with the help of subcontractors.
- 14.10. Each Party undertakes to immediately notify the other Party in written or electronic form with acknowledgement of receipt in case of:
 - a) change of the name or address of the registered office,
 - b) the initiation of bankruptcy or restructuring proceedings against the Party, as well as the grounds justifying the initiation of such proceedings;
 - c) change of persons authorised to collect the goods and VAT invoices (such change shall not constitute an amendment to the

agreement and information about it can be send via e-mail with confirmation of receipt),

- d) change of persons authorised to place orders (such change shall not constitute an amendment to the agreement and information about it can be send via e-mail with confirmation of receipt).

If a Party fails to notify the other Party of the above-mentioned change, such Party undertakes to cover all costs incurred in relation to the possession of outdated information by the Party which has not been notified. At the same time, it is assumed that the lack of information about changes may result in the release of the goods to an unauthorised person, if this is the case, it is assumed that the goods were collected by a person acting on behalf of the Purchaser.

- 14.11. The assignment of rights arising out of the agreement to any third party is not allowed without the prior written consent of the Seller, otherwise being null and void.
- 14.12. In case of doubts as to the scope of the subject matter of the agreement, the method of performance of the subject matter of the agreement or the time limit for the performance of a part or the entire agreement, such scope, method or time limit shall be specified by the Seller.
- 14.13. Any amendments to the agreement, unless otherwise stipulated in the agreement, require written or electronic form, otherwise being null and void.
- 14.14. The Purchaser gives the Seller an irrevocable consent to include photos, videos or information concerning jointly implemented projects (including investments, design and construction works) in the Seller's portfolio and to publish them on the Seller's websites and in the Seller's marketing materials.
- 14.15. The following wordings used in the GTCS shall have the following meanings: "price" shall also mean "total remuneration for the performance of the subject matter of the agreement"; "Goods" or "services" shall also include "subject matter of the agreement"; "agreement" shall mean the agreement concluded by the Seller and the Purchaser, "order" shall also mean "agreement".
- 14.16. Headings used in the GTCS are introduced for ease of reference in the document and shall neither form part of the GTCS, nor affect its interpretation.
- 14.17. The provisions of the GTCS (in particular regarding the goods) should be applied directly or accordingly if the agreement includes the provision of a service by the Seller, in particular an assembly service (where the Seller undertakes in the agreement, e.g. to assemble the goods).
- 14.18. These GTCS shall replace the previous version of GTCS No. 2 of 18 October 2021.

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