

## GENERAL TERMS AND CONDITIONS OF SALE GRAN - TECH SP. Z O. O. S P. K.

### Section 1.

1. These General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") constitute general terms and conditions of contracts within the meaning of Article 384 of the Civil Code, shall apply to all Sales Contracts concluded by the Seller's company and form an integral part thereof. The GTCS shall apply to all matters not covered by the Contract. The Parties exclude the use of any other contractual models used or agreed upon by the Buyer.
2. The GTCS shall be deemed accepted and acknowledged by the Buyer at the time of placing the Order or confirmation that it has familiarised itself with the content of the GTCS made available by the Seller. The Buyer's acceptance of the GTCS for one contract shall be deemed to be their acceptance and acceptance for all other contracts, until amended or revoked by the Seller. Acceptance of the GTCS by the Buyer constitutes a declaration by the Buyer that the Buyer's model contracts are exempt from application.
3. GTCS shall not apply to contracts concluded with a natural person who purchases Products for the purpose not related to his/her economic or professional activity (consumer), and furthermore shall not apply to a natural person who concludes a contract directly related to his/her economic activity, when it follows from the content of this contract that it does not have a professional character for him/her, resulting in particular from the subject of his/her economic activity, made available on the basis of the provisions on the Central Registration and Information on Business Activity.
4. The terms used in the content of the GTCS shall be understood as:
  - a) Seller means Gran- Tech spółka z ograniczoną odpowiedzialnością spółka komandytowa with its seat in Wylewo 244, 37-530 Sieniawa, registered in the Register of Entrepreneurs of the National Court Register under the KRS number 0000416583, for which registration files are kept by the District Court in Rzeszów XII Economic Division of the National Court Register, holding NIP (Tax Identification Number): 794-181-89-72, REGON (Statistical Number): 180832235,
  - b) Buyer means a natural person other than those referred to in clause 3, a legal person or any other entity which purchases Products from the Seller,
  - c) Product means the products in the Seller's offer which the Buyer may purchase according to the Seller's quotation, which will be accepted by the Buyer or the Buyer's order which will be accepted by the Seller,

- d) Contract means the contract of sale of the Products concluded between the Seller and the Buyer by its signature by both Parties or confirmation of acceptance of the Order for execution in accordance with the GTCS,
- e) Order means an order for the purchase of Products from the Seller constituting an offer to purchase them within the meaning of Article 66 et seq. of the Civil Code placed by an authorised representative of the Buyer.

## **Section 2.**

1. The conclusion of a specific sales contract occurs in documentary form through the Buyer's order via e-mail, which is confirmed for execution by the Seller, or by signing the contract by both Parties. The order constitutes an offer within the meaning of Article 66 et seq. of the Civil Code and in accordance with Article 66<sup>2</sup> of the Civil Code the Buyer is not permitted to revoke it.
2. The order should contain at least: the name of the Product, the type, material, quantity, unit price (in particular by reference to the Seller's price quotation), other relevant characteristics, delivery date and address, method of delivery (delivery or own collection) and the name of the person authorised to collect the Product together with a his/her contact telephone number. The possibility of tacit (implied) acceptance of the order as provided by law is excluded, except in cases where the Seller commences execution of the order without formal acceptance. Confirmation of the order by the Seller is tantamount to the conclusion of the sales contract. In the event that the Seller confirms an order with changes or additions, the Buyer shall be bound by the content of such changes and additions, unless it submits its comments, if any, on the date of receipt of the modified order confirmation. The submission of comments by the Buyer shall be deemed to be the placing of a new order by the Buyer.
3. The Buyer is responsible for the content of the specific sales contract, ensuring that the technical data and information pertaining to the quality and quantity of the ordered Product meet its requirements. Technical conditions and parameters of the ordered Product not specified by the Buyer in detail in the contract shall not bind the Seller during its execution.
4. When placing an Order, the Buyer is obliged to know the parameters and application of the ordered Products; the risk of their intended use and application is the sole responsibility of the Buyer. The Seller shall not be responsible for the Buyer's choice and application, or intended use.
5. If the contract does not specify the conformity of the Product to a standard or does not contain a description of the desired quality of the Product, a normal Product will be sold, without the Seller's liability for such special quality requirements.
6. The fact that an order has been accepted shall not be binding on the Seller in situations where, for reasons beyond the Seller's control, in particular due to force majeure, the sale of the Products is

impossible or unreasonably difficult, or the Seller has the Product ready for collection in its warehouse for the purpose of fulfilling another sales contract and the Buyer fails to collect it despite being requested to do so.

7. The Buyer declares that any person who conducts an e-mail correspondence from the Buyer's e-mail inbox is an authorised person to make declarations of intent in the Buyer's name and on its behalf, including, to conclude a specific contract of sale and its amendment in documentary form and to grant a power of attorney to collect the Product.

### **Section 3.**

1. Delivery of the Products as ordered by the Buyer shall be made by the Buyer's means of transport and at the Buyer's expense (own or commissioned transport). If the sold product is to be sent by the Seller to a location other than the place of performance, it is understood, in the event of uncertainty, that delivery is considered complete at the moment the Seller entrusts the product to a carrier responsible for transporting such products to the destination. The costs of delivery and collection, in particular the costs of measuring or weighing, packaging, insurance for the duration of transport and the costs of shipping the Product, customs duties as well as other costs not mentioned above shall be borne by the Buyer.
2. The exact date of collection or delivery of the Products shall be agreed by the Parties in the specific sales contract or by the Parties' representatives after the conclusion of the sales contract. In the case of contracts in the form of "prepayment", the sale of the Products shall be initiated subject to payment by the Buyer of the total remuneration due to the Seller on the basis of pro-forma invoices issued.
3. In the case of sales settled by actual weight, the measurement of the weight of the Products according to the weight indicated in the Stock Issue Confirmation (WZ) document shall be taken to determine the performance of the specific sales contract and its settlement. In the event that the Seller has issued or delivered a quantity of the Product that does not deviate by more than +/- 10 % from the quantity stipulated in the specific sales contract, the contract shall be deemed to have been fulfilled and the Buyer shall be obliged to accept and pay for the quantity actually delivered.
4. The Buyer shall be obliged to examine the Product very carefully at the time of acceptance, in particular with regard to quantity, conformity with the contract, the unit order, the documentation provided and with regard to visible defects in quality and type. The documentation submitted with the Product shall also be checked. After examination, an authorised person from the Buyer's side signs the delivery document. The signature of the delivery document confirms the conformity of the Product with the specific sales contract and the absence of any defects that could

have been noticed with a very careful examination of each Product upon receipt.

The Buyer may not exempt itself from the aforementioned obligations and from the consequences of failing to observe them by invoking accepted marketing and acceptance practice.

5. If no authorised persons from the Buyer's side are indicated in the contract, the Buyer is obliged to submit to the Seller a list of persons authorised to represent it, including to place orders and signing WZ documents, including full name, telephone number, e-mail address. If the list of authorised persons is not submitted, the Seller has the right to withhold the sale. The Buyer guarantees collection only and exclusively by authorised persons. In the event that the Product was received at the delivery location specified in the specific sales agreement or individual order, it is considered that the person present at that location signing the WZ document was authorized to collect it on behalf of the Buyer. The absence of authorised persons preventing the Seller from delivering the Product on time or the refusal to show an identity document shall release the Seller from the consequences of any claims for damages accrued as a consequence of the delay in delivery. In the event of the absence of persons authorised to collect, the Seller may charge the Buyer for the cost of transport and additional loading and unloading.
6. If the Buyer fails to take delivery of the Products within the period indicated in the specific sales contract, or if the Buyer, notified by the Seller of its intention to dispatch the Products, fails to confirm its readiness to take delivery of the Products within the date indicated by the Seller, the Seller shall be entitled, at its discretion, to: indicate in writing a new date of dispatch at the Buyer's expense, and/or store the Products at the Buyer's sole cost and risk, and charge the Buyer with the costs of storage in the lump sum of 2% of the gross value of the stored Products according to the price from the specific sales contract for each commenced month of storage, counting from the first day of delayed acceptance provided that the delay is greater than 10 days.

#### **Section 4.**

1. The Seller shall be liable to the Buyer for defects in the Product in accordance with the following rules. The Seller's liability under the guarantee to the Buyer is contingent upon the Buyer's or users' adherence to the operating and/or assembly instructions provided by the Seller.
2. The Parties exclude the Seller's liability to the Buyer under warranty.

3. Any quantity and quality complaints regarding visible defects may be reported to the Seller by the Buyer only during the collection or delivery of the Products. In addition, an endorsement by the Buyer on the WZ document is required, which must be signed by the driver who made the delivery. The Buyer shall notify the Seller about hidden defects of the Products, i.e. defects which could not have been detected by the Buyer with the greatest care during the acceptance or delivery, within 30 working days from the date of detecting the defect, but no later than 3 months from the release of the Product.
4. A complaint must include the marking of the Product and furnish data that allows for the unequivocal identification of the Product's origin from the Seller, as well as the quantity, reason for the complaint, invoice number and date, WZ document number and date, and the address of the storage location of the goods. The complaint can be sent by an e-mail, registered mail or delivered in person. If a complaint is sent by an e-mail, the complaint is effective if it is also sent to the Seller by registered mail or delivered in person within 7 days. Failure to comply with the complaint deadlines, the form or the content of the complaint entitles the Seller to reject the complaint due to loss of guarantee rights.
5. The Seller is obliged to consider a complaint regarding quantity and quality and inform the Buyer of its position in writing within 21 days of receiving the complaint. On the other hand, if the complaint is accepted, the Seller undertakes to fulfil the obligations under the guarantee, with the proviso that it is the Seller who chooses the method of rectifying the defect in the Product, within a further period of 21 days, with the proviso, however, that the period for processing the complaint may be extended by the time to wait for the results of the examination of the Product and to obtain information or documents from the suppliers of the part of the Products, to which the Seller may send the complaint in order to assess its validity.
6. The Buyer is obliged to adequately secure the Product complained of and, in addition, to enable the Seller to inspect the Product complained of in a manner that allows the Product to be unequivocally identified, to take samples and carry out technical tests, as well as to provide all conditions necessary to carry out the inspection and establish the legitimacy of the complaint, under pain of losing claims under the guarantee. Any testing of the Products shall be charged to the Buyer. The Seller shall reimburse the Buyer for the costs incurred if the tests reveal a defect in the Product, provided that they have been agreed with the Seller in advance in documentary form under pain of nullity. In the event of an unfounded claim, all costs of checking the claim, including the costs of the Seller's employees and their travel expenses, shall be borne by the Buyer.
7. A complaint shall not constitute grounds for withholding subsequent deliveries of the Products ordered by the Buyer.

8. The Seller shall not be liable for non-performance or improper performance of a specific sales contract in the case where the Buyer knew about a defect in the Product at the time of its release or could have noticed it at the time of its release, in the case of resale of the Product, making repairs without agreeing with the Seller, in the case of building in, assembling, altering the Product in any way, for defects in the Product that are the result of improper storage, use, mechanical, thermal, chemical damage. In the cases described in the previous sentence, the guarantee is excluded.
9. The Seller's liability under the guarantee is limited in each case to the value of the defective part of the Product. Apart from the guarantee described above, the Seller shall not give the Buyer any other guarantees and shall not be liable to the Buyer for defects in the Products on any other grounds, unless this is due to wilful misconduct, in which case the liability shall not be excluded. The Seller's liability under the warranty for physical defects is excluded.
10. The Seller shall not be liable for non-performance of obligations under the GTCS and specific sales contracts, including failure to perform them on time in the case of force majeure, which the Parties shall recognise as any external event of extraordinary nature, which could not have been foreseen or prevented, in particular: strikes, road and street blockades, introduction of traffic restrictions, theft of the Products during transport, reduced or excessively high air temperature, heavy precipitation, hurricanes, epidemics, pandemics, or in the case of the occurrence of other exceptional events at the Seller's premises, such as in particular: equipment failure, power outage, computer system failure, long queue of cars waiting to be loaded, and shortages and delays of orders by the Seller's suppliers. The Seller shall notify the Buyer of the occurrence of the circumstances referred to in the previous sentence. The Seller shall be free from any liability in connection with the late release of the Goods or performance of the service when this is due to the fact that its supplier or subcontractor has failed to deliver or perform the service on time.
11. The Seller's liability for non-performance or improper performance of the contract shall be limited exclusively to the actual damage resulting from wilful misconduct as a normal, foreseeable and direct consequence of the Seller's act or omission, and shall be limited to 100% of the value of the Product in respect of which the non-performance or improper performance occurred. In any case, it does not cover indirect damages, damages in the form of lost profits, processing costs and production losses. Any further liability of the Seller, subject to mandatory legal provisions, is excluded.

## **Section 5.**

1. Each Party undertakes to maintain confidentiality with regard to the conclusion, content and execution of the contracts, as well as with regard to any information concerning the other Party's business obtained during the negotiation or execution of the contracts. The above obligation does not apply to information that:
  - a) has been made public in a manner that does not constitute a breach of the GTCS;
  - b) is known to the Party from other sources, without obligation to keep it secret and without violation of the GTCS;
  - c) is disclosed in connection with an obligation under the law, a court judgement or a decision of a public administration body or any other authority.
2. The obligation to maintain confidentiality does not violate the duty of either Party to provide information to authorized state authorities or to disclose information to the public as required by law, nor does it infringe on the rights of the Parties to publicly disclose general information about their activities.
3. The Parties are entitled to communicate confidential information to their advisers and contractors if they are bound by an appropriate confidentiality obligation in respect of that information.
4. During the term of this contract and also after its termination, the Buyer undertakes not to communicate, disclose or use without the written consent of the Seller any technical, technological, commercial, organisational or financial information concerning the Seller. In the event of breach of the obligations referred to above, the Buyer shall pay the Seller a contractual penalty of PLN 200,000. If the damage suffered by the Seller exceeds the amount of the reserved penalty, the Seller may claim the remainder of the damages.

## **Section 6.**

1. All financial obligations between the Parties shall be settled by bank transfers, and payment for the purchased Products shall be made by the Buyer within the time limit resulting from the delivered VAT invoice or proforma invoice.
2. In the event of a delay in payment, the Seller may demand that the Buyer pay the statutory interest for delay in commercial transactions and further sales to the Buyer shall be suspended until the amount due has been settled. The resumption of sales shall take place on the date indicated by the Seller after the date of payment by the Buyer of outstanding funds to the bank account indicated by the Seller (calculated from the date of receipt of funds to the account indicated by the Seller).

3. The Buyer authorises the Seller to issue VAT invoices without the signature of a person authorised to receive them on behalf of the Buyer, and to send them electronically to the Buyer.
4. The prices specified in the quotations are net prices and will be increased by value added tax in accordance with applicable regulations.
5. The Buyer shall make payment by bank transfer to the bank account number indicated on the VAT invoice. The date of payment shall be the date the funds are credited to the Contractor's bank account.
6. It is assumed that payment in the form of prepayment is applicable, unless a deferred payment has been agreed in the specific sales contract.
7. The Buyer may not set off its receivables against the Seller's receivables. The transfer of the Buyer's receivables against the Seller requires the Seller's prior consent in writing, under pain of nullity.

## **Section 7.**

1. Either Party may withdraw from the contract in cases indicated in the Polish Civil Code and due to the other Party's failure to perform its obligations in whole or in substantial part, and in particular the Seller may withdraw from the contract if: The Buyer does not perform the contract without justification and has not commenced its performance within 7 days, or performs the contract improperly, in particular not in accordance with the instructions, terms of conclusion, or has delayed payment of the remuneration to the Seller for the purchased Products, and has not made the payment within an additional period of no less than 10 days set by the Seller, or has disclosed, revealed, or used the Seller's business secret without its consent, or has committed an act of unfair competition against the Seller.
2. The right of withdrawal may be exercised within 60 days from the date on which the cause justifying the withdrawal arose. The declaration of withdrawal must be made in writing, stating the reason for withdrawal. The Parties also agree that in the event of withdrawal from the contract by either of them, the withdrawal shall apply only to the unperformed part of the contract, i.e. only to the remainder of the unfulfilled performance (ex nunc withdrawal). If the Seller exercises its right of withdrawal, the Seller shall not be liable for the non-performance of the contract.
3. In the event of withdrawal from the contract by either Party for reasons dependent on the Buyer, in particular for the reasons described in clause 2, the Seller may charge the Buyer a contractual penalty amounting to 10% of the gross value of the Products sold to the Buyer in the last 12 months.



In the event that the amount of damage exceeds the amount of the contractual penalty, the Seller may claim supplementary damages under the general rules.

#### **Section 8.**

1. Amendments to the GTCS shall enter into force through publication by the Seller on the website, effective 7 days after publication of the amendments.
2. The Parties are obliged to notify each other of any change in the address of their registered office, as well as phone numbers, e-mail addresses, fax numbers, and authorized persons for contact. In the event of failure to comply with the obligation referred to in the preceding sentence, refusal to accept or failure to take delivery of the letter within the period laid down by the delivery agent (after issuing two advice notes), the letter sent to the last address indicated by the Party and returned with an indication of impossibility of delivery shall be left in the documents with effect of delivery.
3. Matters not regulated in the contract and GTCS shall be governed by generally applicable Polish regulations, including the provisions of the Polish Civil Code. For international contracts, the application of the Convention of 11 April 1980 on contracts for the international sale of goods is excluded.
4. All disputes arising from the contracts concluded between the Parties, orders placed and general cooperation between the Parties shall be settled by the Polish court with jurisdiction over the Seller's registered office in accordance with Polish law.

Gran – Tech Sp. z o.o. Sp.k.

Valid as at January 2025