

General Terms and Conditions of Sale (“GTC”)
applicable to commercial transactions with Kamil Polikowski – Konsulting VStal

1. DEFINITIONS AND GENERAL PROVISIONS

- 1.1. The seller is Kamil Polikowski – Konsulting Vstal, NIP [Tax Identification Number]: 5252139935, REGON [Statistical Number]: 572074053, address: Argentyńska, nr 5A, lok. 17, 03-952 Warsaw (the “Seller”).
- 1.2. The purchaser is an individual, legal entity or non-corporate entity (a/the “Purchaser”).
- 1.3. The Seller and the Purchaser shall be hereinafter collectively referred to as the “Parties,” and individually as a/the “Party.”
- 1.4. The sale transaction covers products and services offered by the Seller (the “Products”).
- 1.5. These General Terms and Conditions of Sale (“GTC”) supersede all prior agreements, whether verbal or written, with the Purchasers; any terms and conditions different from the ones contained herein shall only be valid only upon their prior written approval by the Seller.
- 1.6. The GTC are aimed at Purchasers and apply (among others) to all agreements, especially sale and supply agreements covering the Seller’s Products. They shall also apply to all future agreements between the Seller and the Purchaser, even if they have not been expressly agreed upon between the Seller and the Purchaser again.
- 1.7. These GTC shall be binding on the Parties without any reservations from the date of the Purchaser’s placement of an Order, or – in the absence of an Order – no later than upon the Purchaser’s receipt of the Products or payment of all or part of the price for the Products.
- 1.8. Any commercial conditions presented by the Purchaser shall not be binding on the Seller, even if they have not been expressly rejected. The purchase of Products from the Seller is made under these GTC, unless the Parties expressly agree otherwise in writing.
- 1.9. The Purchaser hereby confirms that it buys the Products exclusively for purposes directly related to its business operations.
- 1.10. In case any provision of the GTC is invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.

2. PRODUCTS

- 2.1. The Products sold by the Seller are compliant with the specifications contained in the Seller’s catalogs or provided by the Seller. The Seller’s sending of catalogs or technical documentation does not constitute a “proposal,” as defined in the Civil Code Act of April 23, 1964 (Journal of Laws of 2017, item 459, as amended) (the “Civil Code”).
The Products may be subject to modifications without any prior notice from the Seller. Dimensions, sizes, weights, quality and any other data contained in the Seller’s catalogs or technical documentation provided by the Seller are indicative only and do not constitute a promise or commitment by the Seller.
- 2.2. Catalogs or technical documents sent by the Seller shall only be regarded as commercial information (the “Commercial Information”).
- 2.3. Drawings, photos, dimensions, descriptions, technical parameters, functional parameters and other data related to the Products, contained in (among others) information commonly published or sent to the Purchaser in brochures, technical letters, price-lists or proposals (if submitted in writing to the Purchaser by the Seller) and documents belonging to them are reliable to an approximate extent only. The same applies to data concerning the power (efficiency and functionality) of the device and the

consumed energy or fuel.

- 2.4. The Seller retains the ownership right and copyrights to all cost estimates, diagrams and other documents. They become binding only if confirmed by the Seller in writing, upon the Purchaser’s written request.

3. ORDERS AND PROPOSAL

- 3.1. Orders for the purchase of Products (the “Orders”) should be submitted in writing (or by e-mail) to the Seller by the Purchaser and/or another person authorized by the Purchaser for this purpose.
- 3.2. If – within 30 days from the Seller’s receipt of an Order – the Seller does not send a written (or e-mail) notice of its rejection or a suggestion to change one or more of the items covered by the Order, the Order shall be deemed accepted and the sale agreement shall be deemed as executed. Any order placed by the Purchaser with a different term or subject to cancellation under article 662 of the Civil Code shall be considered null and void and non-binding on the Seller. An Order shall also be considered as accepted when the Seller starts processing it. In any case, the Seller reserves the right to accept or reject an Order at its sole discretion.
- 3.3. Orders for special or custom-made Products should be made in writing (or by email) by the Purchaser and shall in no case be cancelable by the Purchaser once accepted by the Seller.
- 3.4. Any recommendations by the Seller or its personnel, whether verbal or written, regarding the use/function of the Products, are intended exclusively as advice and are provided in good faith, on the basis of their best knowledge at a given time. They are non-binding in nature and do not give rise to any claims on part of the Purchaser. In particular, they do not exempt the Purchaser (acting as a professional) from the obligation to perform its own technical and legal assessment as to whether the Products are fit for the intended purpose.
- 3.5. The Seller reserves the ownership right, copyrights and other rights to the documents that make up the Commercial Information (incl. photos and descriptions). They may be made available by the Purchaser to third parties only if the Seller has expressly indicated that they are intended for this purpose. Otherwise, the Purchaser shall be obliged to obtain an express written consent of the Seller each time.
- 3.6. The Seller’s proposal is binding for a period no longer than **7 days** from the date of its submission to the Purchaser by email or regular mail, even if the proposal does not expressly specify its validity term.
- 3.7. The proposal submitted by the Seller may be modified before it is expressly accepted by the Purchaser. Any additions, changes or reservations to the proposal shall be null and void unless confirmed by the Seller in writing (or by email).
- 3.8. If the Purchaser receives a proposal (expressly designated as such) to enter into an agreement related to the scope of its business operations from the Seller, with whom it has an ongoing business relationship, the Purchaser’s failure to respond promptly shall be deemed as acceptance of the proposal.

4. PRICE PAYMENT

- 4.1. The price shall be paid as detailed below, within the period specified in the Order. Unless agreed otherwise, payment for the Product shall be made no later than at the time of delivery of the Product to the

- Purchaser. The Purchaser shall be obliged to provide the Seller with a written confirmation of the bank transfer.
- 4.2. The price may be paid on a one-off basis or in installments, as agreed upon by the Parties, in the manner discussed in sections 4.3, 4.4 and 4.5 of the GTC.
 - 4.3. Payments should be made by the Purchaser by bank transfer to the Seller's account specified in the Order (or another account indicated by the Seller). If the payment terms are exceeded, the Purchaser shall be obliged, without further notice, to pay the overdue amount together with late-payment interest at the applicable rate, in accordance with article 481 of the Civil Code or with the provisions of other legal acts that replace it. Any payments made by the Purchaser may be credited first towards late-payment interest and then towards the longest-overdue amounts, regardless of the Purchaser's description of the transfer.
 - 4.4. The price or individual instalments (as referred to in 4.2 hereof) shall be regarded as paid on the day when the Seller's bank account is credited with the full amount resulting from the Order and these GTC.
 - 4.5. Payment of the value-added tax due (or another tax of a similar nature) shall be made in each case in PLN. Value-added tax (or another tax of a similar nature) expressed in an invoice in a foreign currency will be converted in accordance with applicable laws.
 - 4.6. In the absence of any arrangements to the contrary in the Order, the price does not include the costs of taxes, customs duties, loading, unloading and packaging; in the case of collection of the Products with the Purchaser's own means, the Seller will charge the Purchaser with the costs associated with the processing of the Order, preparation of materials (packaging and transportation) and making the Products available at the point of collection.
 - 4.7. The Seller reserves the right to change the prices of the Products and to inform the Purchaser thereof 1 (one) day in advance. Any change in the prices of the Products will apply to Orders placed or shipped by the Purchaser, except for those that have already been accepted by the Seller in a written (or e-mail) confirmation of the Order.
 - 4.8. The Seller shall have the right to resell – to other customers – the Product which has been ordered but has not been collected by the Purchaser within the agreed time limit. In such a case, the Purchaser shall not be entitled to pursue compensation claims against the Seller.
 - 4.9. In the case of delays in payments (whether total or partial ones), the Purchaser shall be charged with the costs incurred for the recovery of unpaid amounts, which does not affect the Seller's right to cancel the Order. Failure to pay one installment (as long as it exceeds one eighth of the total price) will mean that the entire amount due becomes immediately payable, which does not affect the Seller's right to cancel the Order. In such a case, the installments (if any) paid by the Purchaser shall be forfeited towards the Seller as compensation, which does not affect the Seller's right to pursue higher compensation.
 - 4.10. If the Purchaser does not fulfill its obligations towards the Seller, especially payment obligations, e.g. it does not comply with the payment terms, as well as in the case of initiation of proceedings aimed at settling the Purchaser's financial obligations (e.g. bankruptcy petition, liquidation, enforcement proceedings or proceedings aimed at payment of any amounts due), or in the case of the Purchaser's failure to fulfill other matured obligations towards the Seller, as specified (among others) in these GTC, the Seller shall be entitled to refrain from performing its obligations towards the Purchaser, in particular the

obligation to hand over the Products to the Purchaser, and shall be entitled to make further fulfillment of its obligations towards the Purchaser conditional upon the Purchaser's performance of one of the following actions, at the Seller's choice: payment in advance, establishment of a collateral in the form specified by the Seller, or performance of other obligations specified by the Seller. If the aforesaid action is not performed within the deadline set by the Seller, the Seller shall be entitled – within the scope permitted under applicable laws – to rescind the agreement with respect to Products that have not been handed over yet or services that have not been performed yet. The above means that all claims of the Purchaser, related to non-delivered Products or non-performed services, shall expire. In the aforesaid cases, the Seller can also – instead of or in addition to rescission of the agreement – pursue claims for reservation of the ownership right in accordance with article 5 of the GTC, as well as further compensation claims in line with applicable laws. The right to rescind the agreement can be exercised within 45 days from the date on which the right to do so arises.

5. RETENTION OF TITLE AND ASSIGNMENT OF CLAIMS

1. The Seller reserves the ownership right to the Products until the Purchaser has paid the entire price under the respective agreement, including (in particular) the price of the Products, applicable tax, and packaging and transportation costs.
2. Until the date of full payment of the price, the Purchaser shall not be entitled: (i) to process the Products; and (ii) to sell the Products in an unmodified or processed condition to any third parties without the Seller's written consent.
3. The Products covered by the sale shall remain the Seller's property until the Purchaser's full payment of the price. The Purchaser undertakes to notify the Seller in a timely manner about any seizure or other comparable actions requested by third parties against the Products that the Purchaser bought from the Seller and which have not been paid for in full. The Purchaser shall refrain from engaging in any action or conduct that may prevent the Seller from identifying the Products owned by it as a result of this title retention.
4. In the case of the Purchaser's delay in the payment of the contractual price for the Products, the Seller shall be entitled to request the return of the Products handed over to the Purchaser and to claim relevant compensation for (among others) their wear and tear or damage. In such a case, the Seller shall also be entitled to rescind the agreement with the Purchaser with respect to the unpaid Products on the basis of a written notice. The right to rescind the agreement can be exercised within 18 months from the date on which the right to do so arises.

6. DELIVERY

1. Delivery times are calculated in business days. They shall be no shorter than 15 days from the date of delivery of the Order to the Seller's address (or in another form agreed upon by the Parties). Similarly, if the Order provides for an advance payment, the payment terms start on the date of receipt of the advance payment.
2. Unless otherwise agreed by the Parties, the place of delivery shall be (each time) the place indicated by the Purchaser in the Order.
3. Agreement performance dates:
 - 3.1. The agreement performance deadline shall be considered to have been met if, before its expiration, the performance has been completed.
 - 3.2. If the Purchaser personally or with the

- assistance of a third party (including, but not limited to, a freight forwarder or a carrier) collects the Products from the Seller, the performance deadline is considered to have been met on the date on which the Purchaser was notified (e.g. by phone or e-mail) that the Products were ready for collection at the Seller's warehouse.
- 3.3. If the Products are supposed to be shipped by the Seller to a place other than the place of performance, it shall be considered – for the avoidance of doubt – that the handover of the Products took place when the Seller gave them to the carrier specialized in the transport of such goods (for the purpose of their delivery to the final destination).
4. The cost of transporting the Products to their destination shall be covered by the Purchaser or the recipient of the Products, acting on behalf of the Purchaser, unless the Parties agree otherwise.
5. If the Purchaser does not pick up the Products in the case specified in 6.3.2 of the GTC, the Seller may charge the Purchaser with a fee for insurance and storage of the Products – starting from the first day of the month following the one in which the Seller's notification of readiness to collect the Products was issued, until the date of their receipt.
6. In case the Purchaser refuses to accept the delivery of all or some of the Products at their destination, the Seller shall be entitled, at its sole discretion, to demand performance of the sale agreement or to terminate it, in total or in part, subject to the provisions of 7.3 hereof. Any liability of the Seller for risks and costs arising from or related to the storage of the Products shall be precluded.
7. The Seller shall have the right to resell, to other customers, the Products which have been ordered but have not been collected by the Purchaser within the agreed deadline. In this case, the Seller shall not be bound by the deadlines for the handover of the Products to the Purchaser.
8. In case the shipment cannot be completed for reasons attributable to the Purchaser, the Seller will be entitled to charge (among others) the cost of insurance and storage of the Products.
9. In the case referred to in 6.3.3 hereof, if the Purchaser is absent, the carrier through which the Seller performs the shipment of the Products to the Purchaser shall leave a notice indicating where and when the Purchaser can collect the Products. The deadline for the pick-up of the Products is 2 calendar days from the day following the one on which the failed delivery note was left. After the expiration of this period, the Seller shall charge a fee for storage and insurance of the Products. The costs of storing and insuring the Products shall be determined at the amount of expenses actually incurred by the Seller, but shall be no less than 0.5% of the value of the Products, resulting from the Seller's invoices (bills), for each calendar month that has started.
10. In the case referred to in 6.3.3 of the GTC, the selection of a freight forwarder or carrier, the type of transport, transport routes, the type and extent of protective measures needed, and the packaging of the Products shall be at the discretion of the Seller. At the Purchaser's expense, the shipment will be insured by the Seller against the following risks: theft, breakage, damage during transportation, fire, water and other insurable risks.
11. The Seller allows for the possibility of performing the Order in parts (batch / partial performance), subject to prior arrangements with the Purchaser.
12. The risk of accidental loss of or damage to the Products shall be transferred to the Purchaser at the time of their handover to the Purchaser, the person acting on the Purchaser's behalf or the carrier (at the place of performance).
13. Upon collection of the Products, the Purchaser shall be obliged to perform the required acts of diligence in order to verify the shipment. In particular, the Purchaser shall report any objections concerning visible damage to the shipment (e.g. damage to packaging, loss or damage of the Products) upon its pick-up, shall perform all actions necessary to establish the carrier's liability (incl. entering details of the damage and loss in the shipping list), and shall promptly contact the Seller. Failure to perform the aforesaid actions within the applicable time limits shall result in the Products being deemed to have been accepted by the Purchaser without any objections, and may additionally result in the loss of the Purchaser's guarantee rights.
14. Changes to the destination, notified by the Purchaser after the Order has been delivered, shall not be binding upon the Seller unless accepted by the Seller in writing.
15. Regardless of the arrangements concerning the transportation terms, the choice of the carrier shall be made by the Seller.
16. In case the Seller is unable to meet the delivery deadline due to (for example) delays or non-deliveries by its own suppliers, interruption or suspension of transportation or energy supplies, non-availability or insufficiency of raw materials, strikes or industrial disputes, or any other unforeseeable events beyond its reasonable control, which prevent the normal course of processing of the Order ("**Force Majeure**"), the running of the applicable time limits shall be suspended from the date on which the Purchaser is notified about a given situation. After 60 days from the emergence of such an event and its uninterrupted existence, either Party shall be entitled to rescind the agreement on the basis of a written notice sent to the other Party, and neither Party shall be entitled to pursue any claims against the other Party in that regard. In any case, the Seller shall not be considered to be in default with the performance of the agreement, and shall not be considered as liable to the Purchaser, if the failure to comply with these GTC or any delay arises from events beyond the reasonable control of the Seller, e.g. the ones listed above. In the case of the Seller's failure to meet the deadline for performance of an agreement for reasons attributable to the Seller, the Purchaser shall be entitled to set an additional deadline for the Seller, and after the expiration of this deadline, the Purchaser shall be entitled to terminate the agreement, subject to mandatory applicable laws. Apart from the aforementioned right to terminate the agreement, the Purchaser is not entitled to pursue any other claims, especially a claim for compensation for a delay.
- 7. ACCEPTANCE OF PRODUCTS**
- 7.1. The Purchaser shall promptly and duly inspect the Products upon receipt, at its own premises, and shall notify the Seller without undue delay (no later than within 2 days of receipt of the Products) about any deficiencies or discrepancies identified (subject to section 7.3 of the GTC), except for those resulting from the class/category of the Products ordered.
- 7.2. If the Purchaser fails to meet the deadline indicated in section 7.1 hereof, the Purchaser shall be deprived of the right to claim any deficiency or non-conformity of the Products ordered.
- 7.3. Due to the fact that the Products may be covered by a manufacturer's guarantee, the Parties preclude the Seller's liability resulting from: (i) warranty for defects of the Product and its elements (article 558 § 1 of the Civil Code); and (ii) non-performance or improper performance of a contractual obligation in connection

with the defects of the Product and its elements (the preclusion of the Seller's liability does not apply to willful misconduct or gross negligence).

8. CONTRACTUAL PENALTY

- 8.1. In the case of the Purchaser's breach of the agreement, consisting in: (i) cancellation of the Order prior to the expiration of its validity term; or (ii) failure to pick up the Products; or (iii) processing or sale (to third parties) of the Products despite the fact that the price has not been paid in full, the Seller shall be entitled to retain the amounts already paid by the Purchaser, and to seek a contractual penalty at an amount corresponding to 30% of the sale price, which shall not affect any other measures resulting from applicable laws or the possibility to pursue compensation in excess of the contractual penalty.

9. PERSONAL DATA

- 9.1. In accordance with the Personal Data Protection Act (Journal of Laws of 2019, item 1781) ("PDPA"), the Seller (acting as the owner) informs the Purchasers that their personal data will be collected and processed on paper or electronic devices, in accordance with applicable laws, in a manner that ensures security and confidentiality.

Purpose of processing: The personal data will be processed by the Seller in line with applicable laws for the following purposes:

- 9.1.1. to fulfill obligations and perform rights arising from the GTC;
- 9.1.2. to comply with legal obligations related to taxation and accounting (e.g. issuing invoices, bookkeeping, etc.);
- 9.1.3. to contact the Purchaser by phone, regular mail, e-mail, SMS and MMS – in order to send advertising or commercial messages related to products and/or services offered by the Seller, or for market research purposes. The processing of data for the purposes indicated above requires the Purchaser's consent.

Manner of processing: The personal data is necessary to enable the Seller to properly perform its contractual and statutory obligations. Data processing will be carried out on paper or using electronic tools, in compliance with applicable laws, and in a manner that ensures security and confidentiality. The data will be processed throughout the duration of the contractual relationship, as well as after its expiration, in accordance with statutory obligations related to the storage of tax and accounting documents.

Scope of distribution: The personal data can be transferred for the aforesaid purposes to: (i) legal, tax and accounting advisors/experts; (ii) financing institutions; (iii) service providers; (iv) rating agencies. These entities will process the data in their capacity as separate data controllers within the meaning of the PDPA, which is in no way relayed to the prior processing by the Seller. Personal data will not be distributed and can be accessed by employees of the Administrative Department, Marketing Department and Legal Department, as well as the Seller's agents.

10. MISCELLANEOUS

- 10.1. For the avoidance of doubt, the Parties confirm that in the case of rescission of the Agreement by either Party, the Purchaser shall not be entitled to any compensation in that respect (incl. any reimbursement of the costs of executing the Agreement), to which the Purchaser hereby

consents.

- 10.2. The Parties hereby preclude the Seller's obligation to return the advance payment at its double amount in the case of rescission of the agreement by either Party.
- 10.3. The Purchaser shall not be allowed to assign its rights and obligations under the sale agreement without the Seller's prior written consent. In the case of any violation of this restriction, the Seller shall be entitled to terminate the agreement, effective as of the date of the termination notice, subject to the possibility to seek compensation.
- 10.4. If any provision of the GTC is deemed unenforceable, invalid or ineffective in total or in part, the validity of the remaining provisions of the GTC shall not be affected.
- 10.5. The GTC and any agreements executed on the basis of the GTC shall be governed by the laws of Poland.
- 10.6. Any disputes between the Purchaser and the Seller, related to the GTC, Orders and sale agreements, shall be referred to a common court of law having territorial jurisdiction over the Seller's registered office. However, the Seller reserves the right to refer its claims against the Purchaser to courts with jurisdiction over the Purchaser's registered office.