

Steinpol Central Services Sp. z o.o.'s General Terms and Conditions of Sale

of 01 March 2021

("GTCS")

1. Definitions

- 1.1. Each time these GTCS use the following capitalised terms, regardless of whether they are in the singular or in the plural form, they should be understood in their meaning indicated below, unless their usage or contents of the Agreement explicitly indicate otherwise:
- a) **Steinpol** or **Supplier** shall mean Steinpol Central Services Sp. z o.o., with its registered office in Rzepin, ul. Fabryczna 13, 69-110 Rzepin, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court in Zielona Góra, 8th Commercial Division of the National Court Register, under number KRS: 0000214998, tax identification number NIP: 8971698160, statistical business activity registration number REGON: 933008924, register number BDO: 000013189, share capital of PLN 39,367,000.00;
 - b) **GTCS** shall mean Steinpol's General Terms and Conditions of Sale;
 - c) **Agreement** shall mean an individual agreement concluded between the Supplier and the Client, the subject of which is the sale or delivery of goods included in the Supplier's product range, of which these GTCS constitute an integral part;
 - d) **Client** shall mean any entity which concludes an Agreement with the Supplier;
 - e) **Business Days** shall mean days from Monday to Friday, with the exception of statutory holidays in the Republic of Poland,
 - f) **Confidential Information** shall mean any and all information, knowledge or data disclosed or made available by one of the Parties ("**Disclosing Party**") to the other Party ("**Receiving Party**"), including the contents and the fact of conclusion of the Agreement, regardless of the form in which the disclosure took place or the medium on which they were provided, in particular information constituting a company secret within the meaning of provisions of the Act of 16 April 1993 on Combating Unfair Competition;
 - g) **Order** shall mean individualised orders for specific goods in a defined quantity, included in the Supplier's offer mentioned in paragraph 3.1;
 - h) **Party/Parties** – shall mean, respectively, the Client or the Supplier, and the Client and the Supplier.
- 1.2. Headings in these GTCS have been used for information and reference only and they shall not affect the way these GTCS are construed.

2. General Provisions

- 2.1. These GTCS shall be in force in trade relations with Clients who are entrepreneurs and enter into an Agreement with the Supplier as part of and in relation to the business or professional activity conducted by them.
- 2.2. Any deviations from these GTCS may arise only from explicit agreements (Agreements) between the Supplier and the Client, concluded in writing under pain of invalidity, or from absolutely binding legal regulations.
- 2.3. Any of the Supplier's catalogues, folders, pricelists, technical documents and other advertising and commercial materials concerning goods in the Supplier's product range shall be used exclusively for informational purposes and shall not constitute an offer within the meaning of the provisions of the Civil Code but only an invitation to negotiations. The information contained in them with regard to the properties of goods are indicative and may not constitute the basis for claims made by Clients.
- 2.4. These GTCS are binding for both Parties to the Agreement and they rescind any of the Client's general terms and conditions of purchase/sale or cooperation.

3. Conclusion of the Agreement

The Agreement shall be concluded at the moment of delivery to the Supplier of the Client's Order compliant with the Supplier's offer prepared on the basis of the Client's request for proposal.

4. Payment and Prices

- 4.1. Unless indicated otherwise, prices shall not contain any taxes (such as e.g. VAT), customs duties or other charges. Apart from the price of the goods, the Supplier has the right to collect the amounts of all taxes, customs duties and other charges which may be levied now or in the future in connection with the production, sale, transport, storage, handling, delivery, use, possession or disposal of the goods or raw materials used in it. Any exemptions from VAT and excise tax awarded at the Client's request in accordance with statutory or executive regulations issued by any competent authority constitute the Client's exclusive responsibility, and the Client shall release the Supplier from any liabilities under the VAT or excise tax.
- 4.2. If the Agreement does not specify the payment deadline and paragraph 5.1. (prepayment) does not apply, any payments to the Supplier shall be made on the basis of an invoice issued by the Supplier within the deadline indicated therein. The payment date shall be the date on which the Supplier's bank account indicated in the invoice or the Order confirmation is credited with the amount indicated in the invoice or order confirmation issued by the Supplier.
- 4.3. In the event in which the Client has failed to make the payment within the deadline, any and all amounts payable to the Supplier by the Client for any account shall become payable immediately and automatically, without any prior notification, without any detriment to the Supplier's right to charge statutory interest for delay in commercial transactions and compensation for the costs of debt recovery, in accordance with the regulations currently in force, concerning the prevention of excessive delays in commercial transactions.
- 4.4. The Supplier reserves the right to deduct or recover overdue or not yet payable amounts due to the Supplier from the Client under any payments due to the Client (even where they are not yet payable) or as a result of such payments being withheld.
- 4.5. Regardless of the Client's indications, the Supplier has the right to take payments made by the Client on account of any selected payments to the Supplier that are due and payable (in particular receivables that are payable on the earliest date). Moreover, where additional costs and interests arise in connection with the overdue receivables, regardless of the Client's indications, the Supplier shall have the right to take the payments made in the first place on account of any contractual penalties (if specified in the Agreement), compensations, interest for default, and finally – on account of the main receivables.

5. Prepayment

- 5.1. Unless the Agreement indicates otherwise, the Client shall be obliged to pay for goods before their collection. The condition for the performance of the delivery of goods ordered is that the required prepayment is made – the Supplier has the right to withhold the filling of the Order until the prepayment from the Client has been received.

- 5.2. If the Client fails to make the required prepayment within the deadline specified by the Supplier, the Supplier shall have the right to withdraw from the Agreement in its entirety or in part without appointing a further additional deadline, until the Client makes the prepayment.

6. Delivery

- 6.1. The Supplier shall do its utmost efforts to observe the scheduled delivery date which, however, shall be deemed only approximated. In particular, the Supplier shall not be responsible for any delay in the delivery in the case of any Force Majeure circumstances or an Hindering Event described in paragraph 10 hereof or other unforeseen, extraordinary circumstances for which the Supplier is not to blame, which significantly hinder the fulfilment or make it impossible to fulfil the obligation, including problems with the supply of materials necessary to complete the Order, disruptions in the operation of the Supplier's production plants, caused in particular by fire, water, failures of production equipment and machinery, shortage of materials, energy, difficulties in inability of carrying out transport, also in the case in which these circumstances occur on the part of the Supplier's suppliers or subcontractors. In such situation, the Supplier shall inform the Client about the new delivery date before which the Client will not have the right to withdraw from the Agreement.
- 6.2. The ownership of goods shall transfer from the Supplier to the Client together with the transfer of risk, in accordance with the applicable Incoterm rule.
- 6.3. Unless otherwise specified in the Agreement where it is the Supplier that is responsible for the transport, the Client shall be obliged to make it possible for the Supplier to enter the unloading site, unload the goods and release the arriving vehicle within 12 hours of its arrival at the unloading site. If the Supplier is not allowed to enter the unloading site or to unload within the deadline specified above, after another 12 hours have elapsed, the Supplier shall have the right to withdraw from the Agreement due to the Client's fault and sell the uncollected goods to another entity. In such a situation, the Client shall not be entitled to any claims towards the Supplier to cover any potential loss, e.g. loss of profit, etc. If the Supplier withdraws from the Agreement for reasons indicated above, the Supplier shall have the right to claim compensation from the Client on general terms.
- 6.4. Unless the Agreement indicates otherwise, where it is the Client that is responsible for the transport, the Client shall ensure that the vehicle intended for the transport of goods ordered is in the condition suitable for transporting the goods. The Client shall be obliged to comply with any regulations and instructions in force at the loading site. The Client shall be responsible towards the Supplier and third parties for any losses caused by the driver's actions during the time in which the vehicle remains at the loading site. The loading is possible only during the working hours of the Supplier's plant. In the event of failure to meet loading deadline agreed by the Parties, the Supplier has the right to withdraw from the Agreement due to the Client's fault and sell the uncollected goods to another entity. In such a situation, the Client shall not be entitled to any claims towards the Supplier to cover any potential loss, e.g. loss of profit, etc. If the Supplier withdraws from the Agreement for reasons indicated above, the Supplier shall have the right to claim compensation from the Client on general terms.

7. Complaints and Warranty

- 7.1. The Supplier warrants good quality of the goods delivered and materials used to produce them, on condition that those goods are stored in a normal, correct way and are used for the purpose for which they have been manufactured, in accordance with Steinpol's instructions.
- 7.2. The Supplier warrants that the goods purchased under the Agreement shall on the delivery date be compliant with the specifications included in the Order in all of the most important aspects. The Supplier warrants that all services purchased under the Agreement shall be provided with due diligence. Unless the Parties have explicitly agreed otherwise in writing, the Supplier shall not provide any other guarantees or warranties, express or implied, with regard to the quality, commercial usefulness or adequacy of the goods for the specific purpose.
- 7.3. The Supplier shall not be responsible for the failure to provide or for the erroneous provision of technical parameters of goods, their quantity, etc. in the Order, as well as for any defects arising from the failure to observe the Supplier's guidelines concerning the use and maintenance of the goods.
- 7.4. The Client shall be obliged to check the goods in terms of their quantity, possible damage to packaging, visible defects, compliance with the technical specification, completeness and inspecting them in a manner typical for the specific characteristics of the given goods in order to check for invisible defects immediately after delivery and before the goods are stored. After the goods have been checked, the release document shall be signed together with the person releasing the goods ordered.
- 7.5. Any complaints concerning quality and quantity shall be notified by the Client in the document form within 24 hours of release of the goods at the latest, and in the case of any hidden quality defects which the Client could not find despite a careful inspection at the collection, a complaint in the document form should be submitted within 24 hours of the detection of such defects. The complaint should include the indication of the goods, its quantity, reason for the complaint (detailed description of the defect), the number and date of the invoice, and the number of the consignment note if the goods have not been collected by the Client in person.
- 7.6. The failure to meet the complaint deadlines mentioned above or the above form and contents of the complaint shall result in the Client losing its rights with regard to the given defect. The same consequences shall apply where in the case of detection of defects for which the Supplier is responsible, the Client resells, installs or subjects the goods to another alteration. The Supplier's undertaking of inspection of defects notified or other actions aimed at removing the defect by the Supplier does not preclude the Supplier from raising the allegation of late or incorrect notification of the defect.
- 7.7. In the case of a timely notified and justified complaint, the Supplier, at its own discretion, shall either remove the defects or replace the goods with ones free of any defects. In such a case, any further-reaching claims of the Client with regard to the defects, including the right to demand the reduction of the price and to withdraw from the Agreement, shall be excluded.
- 7.8. The Supplier shall have the right to refuse to remove defects or to deliver goods that are free of defects if it involves disproportionately high costs. In the event where the Supplier refuses to repair/replace defective goods, the Client shall have the right to withdraw from the Agreement in the part concerning the defective goods or to demand that the price of the defective goods is proportionally reduced, whereas the Client is entitled to any possible further claims only to the extent specified in paragraph 7 hereof. In the case where the Client effectively declares that it is exercising the right to reduce the price, the right to withdraw from the Agreement due to the same defect shall be excluded. In the case of insignificant defects, the Client shall only have the right to demand the price reduction. The demand to reduce the price or the declaration of withdrawal from the Agreement should be made in the document form.
- 7.9. The Supplier's liability for defects shall not include any defects occurring after the transfer of the risk to the Client or as a result of a mechanical damage to goods, including in case the Client has collected the goods on its own or the goods have been collected by the carrier selected by the Client, for defects occurring during transport and/or as a result of incorrect unloading, careless assembly, maintenance, warehousing, storage, as well as defects occurring as a result of repairs or alterations carried out by unauthorised

persons. The burden of proof that the defects had occurred before the risk has transferred to the Client or that they are not the result of repairs or alterations made by unauthorised persons shall rest with the Client.

- 7.10. Goods replaced in connection with the repair/replacement of defective goods become the property of the Supplier.
- 7.11. In the case where a complaint is deemed unjustified, any costs arising from it, including in particular costs of transport, shall be incurred by the Client.
- 7.12. The notification of a complaint shall not authorise the Client to withhold the payment for the goods or for part of the goods.
- 7.13. The Supplier's liability under the statutory warranty shall be excluded.

8. Liability

- 8.1. Unless the mandatory provisions of law or the provisions of these GTCS stipulate otherwise, the Supplier shall be liable exclusively for damage occurring due to the Supplier's fault that constitute a normal, foreseeable and direct consequence of the Supplier's actions or omissions. The Supplier's liability for any claims arising from any reasons shall be limited to the amount of the sale price of the goods in question. Any further liability of the Supplier for the non-performance or improper performance of the Agreement than the liability provided for in these GTCS, subject to mandatory provisions of law, shall be excluded.
- 8.2. The provisions of the above paragraph 8.1. shall be binding respectively in relation to claims for compensation other than for the non-performance or improper performance of the Agreement, in particular in relation to tortious claims, with the exception of claims arising from the liability for damages caused by a dangerous product and for injury to a person.
- 8.3. None of the provisions of these GTCS restrict the Supplier's liability for the damage occurring due to the Supplier's intentional fault.

9. Withdrawal from the Agreement

- 9.1. The Supplier may withdraw from the Agreement or from the given Order without incurring any liability, including liability for damages, by submitting a written statement to the Client in the following cases:
 - a) Where the Client fails – despite the demand for payment having been issued – to pay any outstanding amount due to the Supplier arising from the Agreement or other agreements between the Client and the Supplier – within 60 days of the expiry of the additional payment period set by the Supplier,
 - b) Where enforcement proceedings have been initiated against the Client or the Client's assets – within 60 days of the date on which the Supplier learned about the initiation of the proceedings,
 - c) Where liquidation proceedings have been initiated against the Client – within 60 days of the date on which the Supplier learned about the initiation of the proceedings,
 - d) Where the court has dismissed the petition for the Client's bankruptcy because the assets of the insolvent Client are insufficient to cover the costs of the bankruptcy proceedings – within 60 days of the date on which the Supplier learned about the occurrence of this prerequisite,
 - e) Where the Client's financial situation does not allow them to fulfil the financial liabilities towards the Supplier or the fulfilment of the financial liabilities towards the Supplier by the Client is threatened, of which the Client is obliged to notify to the Supplier immediately – within 60 days of the date on which the Supplier learned about the occurrence of this prerequisite,
 - f) Where the Client has breached the provisions of these GTCS or the Agreement, or other agreements between the Client and the Supplier – within 60 days of the date on which the Supplier learned about the breach.

10. Force Majeure

- 10.1. The Supplier shall not be liable for any losses, damages or stoppages caused by any delays or by the improper performance or non-performance of obligations arising from the Agreement or the GTCS, occurring for reasons beyond the Supplier's reasonable control (i.e. reasons or their consequences which could not be prevented and which could not be foreseen) ("**Force Majeure**").
- 10.2. Force Majeure encompasses in particular: (i) the need to act in accordance with any actions, orders, instructions, motions or inspection by any government authorities or persons acting on their behalf, and (ii) disruptions, lack of availability of the supply or insufficient supply of products or services, or any production, manufacturing, warehousing, transport, distribution or delivery facilities for any reason, including war acts, unrests, riots, terror acts, hostile acts, sabotages, embargoes, strikes, business interruptions, difficulties with attracting or employing workforce, fires, flooding, catastrophes, epidemics, pandemics, accidents or failures, closures of the plant for repairs, maintenance or inspections, weather conditions, or any other reasons which are or are not included in the same class or type of causes listed above, which are beyond the Supplier's control and which the Supplier cannot block or prevent despite the exercise of due care.
- 10.3. The deadlines for the fulfilment of obligations arising from the Agreement shall be extended for the duration of Force Majeure.
- 10.4. In the event of Force Majeure, the Supplier undertakes to notify the Client in the document form immediately, however no later than within 7 Business Days of the date of, respectively, the occurrence of Force Majeure or the date on which its impact on the fulfilment of the Order, the Agreement or these GTCS materialised, or its cessation, about the occurrence of Force Majeure which makes it impossible to fulfil the Agreement in a timely manner, and its expected conclusion and its cessation.
- 10.5. The Supplier represents and the Client acknowledges that the Agreement has been concluded taking into account the epidemiological and economic situation connected with the occurrence of the SARS-CoV-2 coronavirus pandemic and the COVID-19 disease caused by it, existing as of the date of the conclusion of the Agreement, and the legal solutions adopted in order to fight their consequences. The Client and the Supplier are aware of the current restrictions and the market situation as of the date of the conclusion of the Agreement, and their ability to fulfil obligations under the conditions existing as of the date of the conclusion of the Agreement.
- 10.6. In the event of the occurrence of other events connected with the SARS-CoV-2 coronavirus pandemic and the COVID-19 disease caused by it or their mutations that are unknown as of the date of the conclusion of the Agreement, in particular the occurrence of further waves of the epidemic, the extension of the currently binding legal solutions introduced to fight the consequences of the virus / introduction of new / restoration of already repealed legal solutions, Supplier's employee or associate taking part in the performance of the Agreement becoming ill with the virus, Supplier's employees being put into compulsory quarantine, and any other events of similar nature which are beyond the Supplier's reasonable control which the Supplier cannot block or prevent despite using due care, in connection with which the fulfilment of obligations arising from these GTCS or the Agreement by the Supplier has become excessively burdensome ("**Hindering Event**"), the Supplier shall not be liable for any related losses, damages or stoppages, or other negative consequences affecting the Client. The Supplier and the Client, within a reasonable time from the date of invoking the occurrence of the Hindering Event, however no later than within 60 Business Days of the date on which the Supplier

affected by the Hindering Event notified the Client of its occurrence, shall be obliged to negotiate alternative contractual terms which will reasonably allow the effects of the Hindering Effects to be overcome.

- 10.7. If the Hindering Event occurs, the Supplier shall notify the Client in the document form immediately, however no later than within 7 Business Days of the date of its occurrence or of the date on which its impact on the fulfilment of the Order, Agreement or these GTCS was materialised, or the Hindering Event ceased, about its occurrence or cessation, respectively.
- 10.8. Regardless of the occurrence or non-occurrence of the Force Majeure or the Hindering Event, if for any reason the delivery or the logistics of the distribution of goods provided pursuant to the Agreement or the raw materials from which the goods are created directly or indirectly, from any of the Supplier's delivery sources existing at the time, are reduced or prevented, the Supplier may, during such period of restriction or cessation of the fulfilment of contractual obligations, fairly divide the goods obtained in the ordinary course of business or produced by the Supplier among its Clients that have or do not have a binding Agreement with the Supplier.
- 10.9. The Supplier shall not be obliged to purchase or obtain in another way any substitute deliveries of goods supplied under the Agreement or the raw material from which the goods are made directly or indirectly. The Supplier shall also not be obliged to resolve employee disputes, reduce the level of stock below normal levels, adapt or change the production plan, with the exception of its own discretion in this respect, nor to undertake any actions other than those compliant with good business practice, in order to supplement the insufficient deliveries or replace restricted or blocked deliveries in the above situation. The Supplier shall not be obliged to carry out supplementing deliveries with regard to those missed or restricted under the provisions of the GTCS. Any such shortages in deliveries shall be cancelled without any liability towards the Client.

11. Confidentiality

- 11.1. The Parties undertake not to disclose the other Party's Confidential Information in accordance with the provisions of these GTCS for the duration of the Agreement and after its termination (termination, expiry or withdrawal from the Agreement, regardless of the reason). The Receiving Party undertakes to use the Confidential Information only and exclusively for the purpose of performance of the Agreement and not to use it for any other purpose.
- 11.2. Subject to the second sentence, the Receiving Party shall not disclose or allow the disclosure of any of the Confidential Information to any third party. The Receiving Party may disclose the Confidential Information exclusively to its employees, associates, experts, advisers, or persons participating in the decision-making process of the Receiving Party, who need access to such information in connection with the performance of the Agreement, on the condition that they will be notified about the confidential nature of the Confidential Information, and they will undertake to act in accordance with the provisions of this Agreement. The Receiving Party shall be liable for the actions and omissions of the third parties to which the Confidential Information has been disclosed as for its own actions and omissions.
- 11.3. The provisions of this paragraph 11 shall not in any way restrict the obligation to disclose information required by provisions of law or by a competent court, or in connection with an inquiry or investigation conducted by any government, court or administration authorities legally authorised to demand the disclosure of Confidential Information, on the condition that to the extent permitted by law the Receiving Party obliged to disclose the Confidential Information notifies the Disclosing Party about such an obligation before the Confidential Information is disclosed, and shall provide the Disclosing Party with a possibility to and will reasonably cooperate with the Disclosing Party in order to prevent the disclosure of Confidential Information, or shall agree the time, method and scope of such disclosure. Regardless of the above, the Receiving Party shall be entitled to disclose the Confidential Information exclusively to the required extent and shall use its best efforts to obtain a reliable confirmation that such information is treated as confidential.

12. Personal Data

- 12.1. For the purposes connected with the conclusion and performance of this Agreement, the Client shall provide the Supplier with the personal data of persons indicated in the Agreement as persons representing the Client, contact persons, or persons responsible for the performance of individual tasks arising from the Agreement, as well as persons allocated for the performance of the Agreement, including first names and surnames, positions / functions in the Client's company, business telephone numbers and business email addresses.
- 12.2. The Client represents that it is authorised to provide the Supplier with the personal data mentioned in paragraph 12.1. and their disclosure does not infringe the regulations on personal data protection, including 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 (General Data Protection Regulation, GDPR). The Client has notified the persons whose personal data constitute the subject of the disclosure about their data being made available to the Supplier or shall do it at the moment of disclosure at the latest.
- 12.3. The Client undertakes to fulfil, on the Supplier's behalf, the information obligation by providing the relevant persons mentioned in paragraph 12.1. with the contents of the Supplier's information clause constituting Appendix No. 1 hereto immediately, but no later than within one month of providing the personal data to the Supplier. At the Supplier's request, the Client shall confirm the fulfilment of the above requirement in accordance with the accountability principle.

13. Final Provisions

- 13.1. These GTCS constitute an integral part of the Agreement.
- 13.2. In the event of any discrepancy between the provisions of these GTCS and the provisions of the Agreement, the provisions of the Agreement shall prevail.
- 13.3. If any provision contained in these GTCS is deemed inapplicable or invalid, all other provisions shall remain in full legal force.
- 13.4. These GTCS are governed by Polish (with the exception of the conflict of law rules) and shall be construed in accordance with this law, unless any mandatory provisions of law exclude its application. The Uniform Law on the International Sale of Goods or the United Nations Convention on Contracts for the International Sale of Goods of 1980 shall not apply to the Agreement.
- 13.5. Any disputes arising from these GTCS or the Agreement shall be resolved by materially competent courts in Poland with jurisdiction over the registered office of the Supplier.
- 13.6. The Supplier's failure to exercise or a delay in exercising any of its rights or in requiring the Client to perform any of its contractual obligations shall not be understood as a waiver of such rights or exemption from such obligations.
- 13.7. In each case where contractual penalties specified (if any) in the Agreement fail to cover the Supplier's losses, the Supplier may claim supplementary compensation on general terms.

Appendices:

Appendix No. 1 – Supplier's Information Clause