

General Commercial Terms and Conditions

1. Scope

1.1. The Seller shall mean the company operating under the business name ELKOM TRADE S.A., which sells the Products.

1.2. The Buyer shall mean the Seller's customer who is an entrepreneur entering into a sales or delivery contract, which is directly related to his or her business or professional activity.

Each of the aforementioned entities shall be hereinafter referred to as the "Party" and collectively as the "Parties".

1.3. The Terms and Conditions shall mean the following terms and conditions of sale, i.e. the General Commercial Terms and Conditions.

1.4. The Products shall mean any products, goods, parts, components and services sold by the Seller to the Buyer.

1.5. The Terms and Conditions shall apply to all sales and delivery contracts concluded by the Seller and shall prevail over the Buyer's terms and conditions of purchase. The rates and offers shall be subject to the Terms and Conditions. The acceptance and placement of an order constitute the acceptance hereof. Any amendments and adjustments to these Terms and Conditions require the written consent of the Seller in order to be valid. In the event of any contradictions or discrepancies between these Terms and Conditions and special conditions provided in other Seller's documents issued to the Buyer, the special conditions shall prevail. The Terms and Conditions constitute an integral part of contracts and arrangements concluded between the Parties.

1.6. Any amendments hereto, which are proposed by the Buyer and accepted by the Seller, shall always be made at the risk and responsibility of the Buyer. Any costs arising from such amendments shall be borne by the Buyer.

2. Products and samples

All statements, technical information and recommendations concerning the Products and samples provided by the Seller shall be based on tests regarded as reliable, but shall not constitute a warranty or guarantee basis. The Parties acknowledge that the Products shall be sold and/or samples shall be provided on the condition that the Buyer is solely responsible for determining, prior to use, whether the Products are suitable for purposes specified by the Buyer. Samples shall be delivered to the Buyer for information purposes only and shall not constitute any express or implied warranty or guarantee as to their conformity with requirements, quality, description, fitness for purpose or commercial quality.

3. Delivery

3.1. The delivery shall be subject to the International Commercial Terms (Incoterms) of the International Chamber of Commerce (ICC) in force on the relevant dispatch date.

3.2. Unless other specific Incoterms and destinations have been established, deliveries to the final destinations within the European Union ("EU") shall be carried out on a Free Carrier basis ("FCA") after the Seller has prepared an estimate of the delivery costs, which has been accepted by the Buyer.

3.3. Unless other specific Incoterms and destinations have been established, deliveries to the final destinations outside the European Union (export) shall be carried out on an ex-works basis ("ExW") after the Seller has prepared an estimate of the delivery costs, which has been accepted by the Buyer.

3.4. The Buyer may collect the Products on his or her own – in such a case, the collection shall take place within the period indicated by the Seller. If the Buyer fails to collect the Products within the established deadline, the Seller shall have the right to charge the Buyer an additional fee for their storage, in accordance with the market rent rates for storage premises in logistic centres, or for the shipment of the Products under the Incoterms indicated above. Other delivery deadlines, which do not result from the Terms and Conditions, shall not be binding.

4. Deviations

Minor deviations in quality, symmetry, format, colour, hardness and gloss finish shall not constitute grounds for rejecting the Products. When assessing whether a variation in delivery falls outside the acceptable limit, the average assessment of the entire delivery must be taken into account to prevent rejection based on a small number of samples.

5. Packaging fees

The products shall be packed and labelled according to the standard requirements for the selected means of transport. Packaging fees shall be charged according to the Seller's rates in effect at the time of Product dispatch. The cost of orders requiring delivery overseas must be increased by the cost of any special packaging required, as well as any freight, insurance and other expenses incurred by the Seller. The Seller may use its returnable (replacement) pallets, which are subject to return or collection in accordance with the instructions.

6. Offers

6.1. The Seller's offer may be revoked by withdrawal or amendments before the Buyer confirms the placement of an order.

6.2. Once the Buyer has confirmed the placement of the order, the Seller shall have the right to revoke its offer within 10 days of receiving the Buyer's acceptance, unless otherwise specified in writing.

6.3. If the Buyer provides the Seller with data, drawings, information on sizes, etc., they shall be deemed correct and complete, as well as constitute the basis of the offer.

7. Prices

The prices shall be exclusive of VAT, other taxes, duties and fees, unless otherwise expressly agreed in writing. The Buyer shall be responsible for the payment of taxes, duties and/or other charges.

If the Seller uses a price list, it shall be binding at the time of dispatch. The Seller shall have the right to change the price list and/or established prices at any time, in particular to take into account inflation, increase in costs, expenses arising from the acquisition of Products or materials, transport and labour costs, markup, increase in imposed taxes, duties and other levies, as well as exchange rate fluctuations.

8. Terms of payment

8.1. The payment shall be made in accordance with the terms indicated on the invoice or in the Seller's offer.

8.2. The Seller shall have the right to demand an advance payment or cash payment upon delivery of the Products, or the provision of security in a form approved by the Seller's representative to ensure that the payment has been made.

8.3. If the Buyer fails to comply with the Terms and Conditions, including failing to pay the purchase price in full, the Buyer shall be deemed liable for breach of contract with immediate effect, without the necessity to initiate legal proceedings. In such an event, the Seller shall have the right to suspend its obligations indicated herein, including the right to suspend the delivery of Products, without relieving the Buyer of his or her obligations, but causing all amounts due to the Seller to become immediately payable.

8.4. The credit granted to the Buyer may be amended or withdrawn at any time.

8.5. If the Buyer fails to pay within the established deadline, the Seller shall be entitled to charge the Buyer with interest in accordance with legal regulations applicable in the Seller's country.

8.6. The Seller shall be entitled to offset the outstanding amounts of the Parties at its sole discretion and with immediate effect.

9. Title

Title, risk of loss or damage to the Product shall pass to the Buyer upon delivery of the Product to the Buyer or to the carrier of his choice, in accordance with the relevant delivery rule (Incoterms).

10. Intellectual property

10.1. The Buyer shall secure and settle all claims against the Seller in respect of liabilities, costs, damage and expenses incurred by the Seller or for which Seller may be liable, arising directly or indirectly from the performance of any work required or related to the Products in accordance with the Buyer's requirements or specifications, with actual or claimed infringement of any third party's intellectual property rights; the introduction of any additions, modifications or other operations to the Products with actual or claimed infringement of any third party's intellectual property rights.

10.2. Regardless of the foregoing, if at any time, any patent, copyright, trademark or design right infringement is asserted with respect to the Products or the Seller determines that such assertion is likely, the Seller may, at its own discretion and expense: modify or replace the Products without interfering with their overall performance to avoid the infringement, acquire the right for the Buyer to further use the Products or repurchase the Products at the price paid by the Buyer less depreciation at the rate used by the Seller in its own accounting. The Buyer shall inform the Seller of any claim, action, or threat of notification of an infringement of third party's rights. The Seller shall supervise such proceedings in a manner it deems fit. The Buyer shall provide the Seller with all necessary assistance in this respect. The resulting costs shall be borne and distributed in a manner agreed upon by the Parties.

10.3. The sales contract and/or sales-related contracts shall not give the Buyer any rights to the intellectual property of the Seller. The Buyer shall not disclose any information relating to the Products, the future development of the Products or new production processes to third parties.

11. Warranty

11.1. The Seller warrants that the Products are free from defects in material and workmanship, provided that they are used and handled properly. The warranty shall be applicable in the period specified in sec.11.2 below. The Seller provides no other warranty, express or implied, relating to the Products.

The warranty does not include galvanic coating for Products having such coating
11.2. The warranty period shall cover the time specified in the technical data sheet of a specific product and/or the Seller's offer and/or published statement valid at the time of dispatch. If such information is not available in the product technical data sheet and/or published statement, the warranty period shall amount to one year from the date of dispatch.

11.3. The Seller shall not be liable for defects in the Products resulting from standard wear and tear. The rights set out in the warranty shall apply only to the Buyer and not to customers or users of the Buyer's goods.

11.4. The warranty shall not apply to Products, which, in the Seller's sole discretion, the Buyer or any third party has exposed to external conditions or operated in a manner incompatible with the applicable specifications or which have been subject to improper use, neglect, improper installation, destruction, stored in unsuitable or abnormal conditions, altered or modified in any way and by any person other than the Seller's authorised employees. The Buyer shall be obliged to disclose any information required by the Seller to determine if any of the above circumstances have occurred.

11.5. No warranty shall apply if the Products are used after the period specified in sec. 11.2. If the Buyer issues any complaints or claims, the Buyer shall always be obliged to demonstrate that he or she has used the products properly and during appropriate time periods, in accordance with the instructions, guidelines and recommendations of the Seller.

11.6. In the event of defects in any part of the Products delivered, the Seller shall have the right to inspect and remove such defects. The Buyer shall provide the Seller with a reasonable time limit

within which the Seller shall have the opportunity to repair the defective product.

11.7. Complaints concerning defects visible in the Products shall be reported to the Seller within 48 hours from delivery. The Buyer shall include information on the defects in the relevant transport documentation and keep the defective Products as evidence. The Buyer shall return defective Products in their original packaging only at the Seller's request. The Seller shall replace or repair the Products only to the extent to which the Seller's complaints department determines the complaints to be valid. The Seller shall not be liable for losses, visible defects in the Products in transit or defects in the Products delivered and noticeable shortages beyond the quantity permitted in sec. 4 if the Buyer fails to notify the Seller of these problems within 21 days of delivery. After this deadline, the products shall be deemed to have been delivered in good condition. The Buyer's quality inspector shall inspect the Products for quality and quantity

immediately upon delivery. Such an inspection shall be based on transport documentation, the Seller's samples and specifications specific to a given Product.

11.8. Complaints concerning hidden Product defects must be reported to the Seller immediately after their detection.

11.9. Any grounds that the Buyer may use to initiate legal proceedings in respect of product defects and other reasons shall be ineffective after the expiry of the period set out in sec. 11.2 above.

11.10. In the event of non-compliance with the warranty provisions within the deadline set out in sec. 11.2, the Seller's sole obligation, at its own discretion, arising from the contract shall be to defer, in whole or in part, the purchase price for the relevant Products due by the Buyer or to replace the relevant Products or any non-conforming part thereof, provided that each of the following three conditions is met:

11.10.1. The Seller has received written notice of non-compliance and/or non-conformity no later than 15 days from the date on which the Buyer became aware or should have become aware of the defect in question;

11.10.2. The Seller has issued written authorisation – in such a case, the defective Products shall be returned to the place of dispatch, with the shipping costs paid. After examination of the Products in question, the evidence of their non-conformity shall be deemed satisfactory by the Seller. No such replacement shall extend the warranty period.

11.11. Without prejudice to any other provision, the Seller's sole obligation in respect of any attributable non-conformity of delivered Products for reasons other than defects in materials or workmanship shall be, at the Seller's discretion, to defer, in whole or in part, the purchase price for the relevant Products due by the Buyer or to replace the relevant Products or any non-conforming part thereof, provided that the Seller has been notified of the non-conformity in writing within six months of the initial date of dispatch and the conditions set out in sec. 11.10 above have been met.

12. Liability

12.1. The total aggregate liability of the Buyer for negligence, breach of the contract, deception or other reasons shall in no event exceed the cost of the defective, non-conforming, damaged or undelivered Products giving rise to the liability, as determined by the net prices included on the invoices issued to the Buyer in respect of one incident or a series of incidents giving rise to such liability.

12.2. Subject to the foregoing, all conditions, warranties and statements relating to the Products supplied, including but not limited to guarantee of patent non-infringement, whether express, implied by law or otherwise, shall be excluded. The Seller shall not be liable with respect to the Buyer for any loss or damage resulting from defects in material, improper workmanship or otherwise arising from the sale and/or the sales contract.

12.3. The Seller shall not be liable to the Buyer for any loss, damage or injury, whether direct or indirect, incidental or consequential, including, but not limited to, loss of profit, goodwill and reputation, adoption of activities, contracts, losses or expenses resulting from claims made by third parties.

13. Cancellation of the contract

If, or until, it becomes impossible to conduct the sales and/or perform sales contracts, the Buyer may cancel the sales and/or sales contracts only if the Seller has abandoned the sales and/or the performance of sales contracts and such abandonment took place in line with these Terms and Conditions, within an additional, reasonable deadline established by the Buyer in a notice issued to the Seller in accordance with sec. 19 below. The cancellation of sales and/or sales contracts shall be admissible only to the extent that the sales and/or the performance of sales contracts have been discontinued, according to these Terms and Conditions, and the Buyer cannot be expected to maintain the sales in question and/or to continue to perform the sales contracts.

14. Force majeure

Neither Party shall be liable for failure to perform any of its contractual obligations during any period in which such performance is delayed or prevented due to force majeure, including, but not limited to, fire, flood, war, embargo, riot, workers' protests (including, but not limited to, strike, "go-slow" strike, minimum work), epidemic, pandemic or intervention of governmental authorities, provided that the Party which cannot perform its obligations as a result of such force majeure informs the other Party of the delay and its causes. If (i) the force majeure lasts for a cumulative period of more than 30 days and (ii) causes serious damage to the Party whose rights have been affected as a result, the affected Party may terminate the sale and/or the sale contract by sending written notice to the other Party that it is unable to perform its obligations due to the force majeure, in accordance with sec. 19 hereof. The Party that has terminated the sale and/or the sale contract for the aforementioned reasons shall not be liable for damage incurred by the other Party as a result of such termination.

15. Confidentiality

The Buyer undertakes not to disclose confidential information received from the Seller in connection with the sales and/or sales contract to any third party. The Buyer further agrees to use such information solely for the purpose of performing its obligations towards the Seller, except for other purposes required by law or with the Seller's written consent.

16. Termination

16.1. If a petition for bankruptcy of either Party is filed, a liquidator of the company of either Party is appointed, either Party makes a general assignment for the benefit of its creditors, proceedings are instituted against the Party or the Party itself commences proceedings in or out of court, proceedings to declare the Party insolvent, also because of any action of third parties, including, but not limited to foreclosures or any similar proceedings are initiated in any jurisdiction causing the Party's ongoing activity to be disrupted in such a way that its compliance with the Terms and Conditions of sales and/or the performance of any sales contract is prevented, the other Party shall have the right to terminate the sales and/or sales contract with immediate effect by issuing written notice, in accordance with sec. 19 below.

16.2. Upon termination of any sales and/or sales contract, pursuant to sec. 16.1, any indebtedness of the Buyer or the Seller shall become due and payable with immediate effect, and the Seller shall be released from any further obligation to deliver any Products to the Buyer in accordance with such sales and/or sales contracts.

17. Waiver

Failure to enforce any right set out in these Terms and Conditions and/or sales transactions and/or sales contracts shall not be regarded as a waiver of such right nor construed as an action preventing the performance or enforcement of such right in the future.

18. Assignment

No rights or obligations of the Buyer set out in the sales transaction and/or sales contract shall be assigned or transferred in whole or in part without the prior written consent of the Seller.

19. Notices

Any notice provided as part of the contract shall be, as agreed, made in writing by an authorised person and deemed to have been duly delivered if sent by registered letter or courier, via fax or email.

20. Headings

Paragraph headings are for the convenience of reading only and shall not affect the interpretation of the contract.

21. Applicable law and competent courts

21.1. Any obligations not included in the contract and sales transactions and/or sales contracts concerning deliveries to a final destination outside the country of the Seller's registered office (export) between the Buyer and the Seller shall be understood and interpreted in accordance with the law of the country of the Seller's registered office, that is, the applicable law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply.

21.2. Any disputes arising out of or in connection with sales transactions and/or sales contracts shall be resolved by the courts of the country of the relevant jurisdiction, in accordance with the applicable law, as determined in sec. 21.1 above.

22. Language version

If these Terms and Conditions are additionally drawn up in a foreign language version, the Polish and foreign versions shall be deemed authentic.

In case of discrepancies between the two language versions, the Polish version, available on the Seller's website in the General Terms and Conditions tab, shall prevail.

23. Application in B2B contracts

The Terms and Conditions shall be applicable to entrepreneurs. They shall not apply to contracts concluded between the Seller and the consumer.