

GENERAL TERMS AND CONDITIONS OF SALE OF EXLABESA EXTRUSION OPOLE SP. Z O.O.

ART. 1 GENERAL PROVISIONS/ PLACEMENT OF ORDERS

1. These General Terms and Conditions of Sale (hereinafter referred to as: **General Terms and Conditions**) shall apply for all agreements for sales, deliveries of goods and services concluded between Exlabesa extrusion opoleSp. z o.o. (hereinafter referred to as: **EEO**) and business customer (hereinafter also separately referred to as: **'Party'**, or jointly as: **'Parties'**) - between business entities (B2B). The General Terms and Conditions shall constitute an integral part of any agreement concluded between EEO and a customer.
2. These General Terms and Conditions of Sale shall apply for any agreements concluded by EEO with a foreign customer (international transactions).
3. These General Terms and Conditions shall not apply for any agreements concluded by Exlabesa extrusion opoleSp. z o.o. with consumers, within the meaning of the Civil Code Act and the Consumer Rights Act.
4. The basis for conclusion of an agreement is a **customer's order** confirmed by EEO as **accepted for processing** – the agreement shall be concluded at the moment of confirming that an order has been accepted for processing by EEO. Order acceptance shall be executed in the manner specified in Item 1.7.
5. EEO may either accept or reject an order at their own discretion. EEO may also accept an order for processing with reservations (in particular concerning the manner of order processing, price and order delivery date in case of occurrence of outstanding invoices at the customer, or when the customer exceeds the trading limit; or EEO may introduce changes in the order content. In case of confirming that the order has been accepted for processing with reservations or changes, it shall be understood that the Parties have concluded an agreement on the terms and conditions specified in the order acceptance confirmation by EEO, unless the Customer has clearly objected to introducing reservations in the agreement immediately, however, not later than within 3 days from the date of sending the order acceptance confirmation by EEO. In case of an objection to the introduced reservations, it shall be understood that the agreement has not been concluded.
6. The customer cannot withdraw or change an order without the consent of EEO expressed in the form specified in Item 1.7.
7. Any statements made by the Parties, including in particular every order and order acceptance confirmation, complaint notification, shall be submitted only by e-mail, fax or in writing, or else shall be null and void. Any statements submitted in any other form, including orally, shall not be binding.

ART. 2 FORMS OF PAYMENT

1. Payment of the price for goods shall be executed within the deadline and in the manner specified by EEO in the order acceptance confirmation. The terms of payment may include in particular: payment of the entire price or a part of the price by bank transfer before the order completion on the basis of a pro-forma invoice, payment of the price by bank transfer after the order completion, or other terms, considered to be appropriate by EEO, with the reservation that in case of a new customer, payment for at least the first two orders shall be executed always before the order completion on the basis of an issued pro-forma invoice.
2. EEO may determine for every customer a trading limit, which shall constitute the maximum amount of customer's permissible debt towards EEO, at their own discretion and on the terms and conditions that they find to be appropriate in a particular case. EEO shall reserve the right to change unilaterally the amount of trading limit, as well as to withdraw it in justified cases. In case when the amount of customer's debt exceeds the value of the granted trading limit, EEO may suspend the order, or suspend the order delivery until the payment of the entire or a relevant part of the receivables specified by EEO.
3. EEO may grant the customer a trading credit in the form of postponement of tax payment at their own discretion and on the terms and conditions that they find to be appropriate in a particular case. Trade credit can be granted to a customer both before and after the delivery completion. The granting of a trade credit must be confirmed by EEO in writing or by e-mail, as well as included on an invoice or adjustment note respectively, or else shall be null and void.
4. In case of a delay in payment of any receivables by the customer, regardless of the possibility to use any other legal measures, EEO may demand statutory interest for the delay. In case of any delay in payment (overdue invoices), exceeding a trading limit, or exceeding trade credit dates, (a) the customer shall lose the entitlement to any granted discounts, price reductions, bonuses and other benefits, whereas any liabilities shall immediately become due in full amount; (b) EEO may suspend order completion until settling the outstanding receivables, or request a payment security.
5. In case of a payment default, any payments shall count in the first place towards payment of the interest due. In order to avoid any doubts, it shall be understood that the VAT invoice is the first request for payment.
6. Complaints or other claims reported by the customer shall not suspend the dates of payments to EEO. The customer hereby waives the right to make deductions of mutual receivables against EEO receivables identified in invoices.
7. The preferred form of payment to EEO is a bank transfer. Payment in cash is allowed within the limits set in legal regulations for cash transactions.

ART. 3 DELIVERY

1. The dates related to order or delivery completion specified in the order acceptance confirmation can be changed by EEO in justified cases, of which EEO shall immediately notify the customer. A deadline extension by not more than 14 working days shall be considered as a minor date change, which does not affect the concluded agreement, or the customer's obligation to collect the order and pay the price. EEO shall not be liable to any extent for an extension of the order processing date beyond the period of 14 working days, if such an extension has been caused by any reasons beyond EEO's control.
2. In case when it is necessary for the customer to provide EEO with relevant documents, including in particular drawings, specifications, instructions and/or materials in order to complete the order, the customer shall attach them to the placed order. The customer shall be liable towards EEO for the provided documents and potential errors in documentation, and undertakes to release EEO from any liability in this respect.
3. Apart from clearly specified cases, the cost of delivery shall be included in the order price. However, the customer shall cover any additional delivery costs arising for any reasons on the part of the customer, including in particular the costs related to a change of the place of delivery, failure to collect the order at the agreed date (costs of storage of goods), suspension of deliveries resulting from overdue payments, exceeding the trading limit or dates in trade credits (see: Item 2 in General Terms and Conditions).
4. Delivery of goods shall be executed taking into consideration the logistics minimum, regardless of the volume of the placed order. The customer shall cover the full costs of delivery resulting from the logistics minimum of the order.
5. EEO provides for the possibility of personal collection of goods by the Customer. Personal collection of goods shall take place within the agreed deadline, not later than within 14 working days from the order processing date. In case of a failure to meet the deadline for personal collection of goods, EEO shall have the possibility to (a) add the costs of storage of goods to the order price, (b) call upon the customer to collect goods,

taking into consideration the costs of storage of goods, and upon ineffective expiry of the additional deadline for collection, also to transfer the ownership of the order to EEO, without releasing the customer from the obligation to pay the order price at the same time. EEO shall not be liable for any customer's errors or omissions, in particular when the customer collects the order using a wrong means of transport.

6. The risk of accidental order loss or damage shall be transferred from EEO to the customer at the moment of collection of goods.
7. The agreement shall be considered as properly executed, if the goods have been delivered to the customer in the ordered amount/weight, taking into consideration the margin of tolerance +/-10%, and the customer is obliged to receive the goods (hereinafter also referred to respectively as: **'Contractual Deficiency'** or **'Contractual Surplus'**). If the goods have been delivered in the amount/weight higher than the Contractual Surplus, the customer shall be entitled to return the part of goods which is above the Contractual Surplus.
8. The correct weight of goods has been determined each time in the catalogue valid on the date of placing the order (Profile Catalogue), taking into consideration that the weight constitutes the so-called theoretical weight. This weight has a non-binding character for EEO.
9. Each order accepted for processing by EEO shall be considered as a separate agreement. A failure to perform or incorrect performance of one agreement shall not affect the validity of other agreements, or application of these General Terms and Conditions in relation to other agreements.
10. EEO shall not be liable for delays in order transport, including delays on the part of the carrier.
11. Collection of goods shall be confirmed by signing shipping documents and goods dispatch note.

ART. 4 CLAIMS

1. The liability of EEO in each case shall be limited to the amount equivalent to the net value of a particular order. EEO shall not bear any liability for any damages which occurred or may occur indirectly as a result of delivering goods inconsistent with the Agreement (defective goods), including in particular in connection with potential performance of works by the customer for the purpose of application, assembly, disassembly or other use of goods inconsistent with the Agreement, damages which occurred as a result of using EEO goods for further production, processing or combination with other goods, as well as damages which occurred due to further resale of EEO goods, regardless of the type of damages and reasons of their occurrence. Moreover, EEO shall not bear any liability for lost profits.
2. EEO hereby excludes the possibility of submitting complaints related to defects of items, if an order has been amended, changed or permanently combined with another item, in a manner preventing the complaint procedure.
3. Quality and quantity related claims concerning the goods delivered by EEO, including in particular claims related to delivery of a different amount of goods than results from the attached documents, delivery of goods other than ordered, or damage of goods during transport, should be reported to EEO immediately, however, not later than within 3 working days from the date of delivery of goods, or else they shall be null and void. The complaint form constitutes **Attachment no. 1** to these General Terms and Conditions.
4. EEO shall be obliged to provide a preliminary examination of complaint within 14 days from the date of submitting a complete complaint form. The customer shall have the right to appeal against a negative decision to EEO.
5. The Customer shall examine goods carefully at the moment of delivery, and in the event of noticing any irregularities or differences which are obvious or possible to identify even upon the initial and basic verification of goods, the Customer shall also make a note about the noticed irregularities or differences on relevant documents (waybill or goods dispatched note). A return of goods considered by the Customer to be defective shall not constitute the grounds for cancelling the order. The obligation to pay the price of the order shall be maintained.
6. Any goods reported by the Customer to be inconsistent with the Agreement (defective), which will be returned within the deadline specified by EEO and recognised also by EEO as inconsistent with the Agreement (defective), shall be replaced with new or repaired goods at the discretion and expense of EEO, or EEO shall reduce the price of goods to a reasonable extent. EEO shall decide about the manner of complaint handling.
7. Any liability of EEO towards third parties resulting from the sale or delivery of defective goods shall be excluded. In particular, the Parties hereby exclude EEO's liability towards the Customer for (a) lost profits, contractual losses and consequential losses, (b) warranty for physical defects of items, in accordance with Art. 558 of the Civil Code in conjunction with Art. 612 of the Civil Code. Moreover, the Parties hereby accept that the liability of EEO shall be limited to damages caused by wilful misconduct.
8. EEO may charge the Customer with the costs of handling complaints that are found to be groundless.

ART. 5 PRICES

1. The order acceptance confirmation shall include each time a net unit price of goods. After order implementation, the final price of goods shall be determined on the basis of the actual amount/weight of goods (hereinafter also referred to as: **'Final Price'**), subject to the limits specified in Item 3.7 and 3.8. The price for the anodizing service is calculated not lower than 150 mm perimeter.
2. In case of a payment before order completion on the basis of a pro-forma invoice, the Customer shall make a payment in the amount corresponding to the amount of ordered goods, increased by the permissible contractual surplus.
3. In case when the Final Price is lower than the payment made by the Customer, EEO shall pay the difference to the Customer immediately, not later than within 14 working days from the date of setting the Final Price.
4. Any change of current prices of aluminium, aluminium casting, customs duties, transport rates, insurance premiums, transport fees, or changes in currency exchange rates which affect the increase of the cost of order completion, shall be charged to the Customer and not require an amendment of the content of the Agreement.
5. In case of a significant change of the level of aluminium prices, EEO may change the price of goods without stating the reasons.

ART. 6 SECURITY

1. The risk of accidental loss or damage of goods shall be transferred to the Customer upon delivery of goods, or upon release of goods, or upon delivery of goods for safekeeping on behalf of the Customer. From that moment the Customer shall establish a proper security of goods. The right of ownership of the delivered goods shall be transferred to the Customer upon payment of the entire price for the delivered goods and delivery, however, not earlier than before delivering goods to the place of delivery, or delivering goods for safekeeping on behalf of the Customer.
2. In case of payment arrears for the previously executed deliveries, EEO hereby stipulates that the right of ownership of goods shall not be transferred to the Customer until

settling all payments. The right of ownership shall be transferred to the Customer upon full payment of the entire price for goods, delivery and incidental dues.

3. Until the date of making the payment of the entire price, the Customer shall handle the delivered order properly, label and store it in a manner allowing to establish easily that it is a property of EEO, as well as provide insurance for the goods.
4. In case of seizure of unpaid goods or other third-party interference, due to the retention of title clause, the Customer shall immediately inform EEO in writing for the purpose of undertaking appropriate legal measures, in particular actions arising under Art. 841 of the Code of Civil Procedure. If the third party is unable to reimburse EEO for judicial and extrajudicial costs of the legal action, the Customer shall be charged with such costs.
5. The Customer shall notify EEO immediately about any enforcement proceedings against the Customer, in consequence of which the goods may be seized by an enforcement authority.
6. If the goods delivered by EEO are combined or mixed with other items, EEO shall become a co-owner of the new item in the relation between the objective value of delivered goods and other items at the moment of combining or mixing.
7. For the purpose of establishing security of receivables in the amount of the value of sold goods covered by the retention of title, the Customer shall transfer to the benefit of EEO the receivables which he had purchased against a third party by combining the goods of retention as a component with other goods, e.g. real estate, with the priority right and any other applicable ancillary rights. The value of item covered by retention of title is the sum of final values of VAT invoices, including VAT.
8. The Customer shall have the right to carry out further resale of goods sold, or process the delivered goods; however, until making full payment for the delivered items, they shall transfer all future receivables from further resale or processing of the delivered goods.
9. Goods shall be considered as sold or used in order of being delivered to the Customer.
10. At any time until the transfer of ownership of goods to the Customer and without prejudice to other rights of EEO, EEO may: (a) collect all or a part of goods, and for this purpose enter all rooms (or authorise other individuals to enter) where such goods are or may be stored, to which the Customer hereby authorises EEO or (b) request to provide all or any part of goods, whereas the Customer undertakes to enable EEO to implement the above entitlements.
11. The use of the above entitlements shall not exclude the right of EEO to seek compensation for repairing the damage from the Customer.

ART. 7 TESTS AND INSPECTION

1. Unless clearly agreed otherwise, EEO shall perform tests and inspections of the goods that EEO considers to be appropriate according to their own practice. Additional tests or inspections shall always be performed at the expense of the Customer.
2. Any differences in dimensions, weight, chemical composition, amount or size resulting in particular from normal processes occurring during production, or compliant with the relevant European standard, shall not constitute nonconformity of goods with the Agreement. In such case, the Customer shall not have the right to submit any claims, including to reject goods, demand to replace goods or reduce the price.

ART. 8 HEALTH AND SAFETY

1. The Customer hereby undertakes to pay due attention to all information, whenever it is delivered or provided in a different manner by EEO, referring to the manner of using goods in accordance with their intended use or purpose for which they were tested, or concerning conditions necessary to ensure that they are safe and do not create a risk for health or life at all times, including in particular when they are assembled, used, cleaned or maintained by any person during performance of work, as well as when they are disassembled or removed. The Customer undertakes to take any steps that may be defined in the above information in order to ensure, to the extent possible, that goods will be safe and they will not create a risk for health or life throughout the period of use. EEO shall exclude any liability for any damage caused by the object of order to any third parties or property belonging to any third party as a result of using goods which constitute the object of order.

ART. 9 WARRANTY

1. Warranty for defects of goods shall be excluded, with the exception of agreements concluded with consumers.
2. Any descriptions, specifications, drawings and details attached to the order by EEO shall be for information purposes only. Catalogues, price lists and other advertising materials shall not constitute a part of the Agreement.

ART. 10 FORCE MAJEURE

1. EEO shall not be liable for a failure to perform or improper performance of the Agreement resulting from any circumstances beyond the control of EEO. Circumstances beyond the control of EEO shall include in particular, but not exclusively: strikes, other protests, riots, wars, governmental orders or restrictions, failures in the factory, as well as in the existing or planned places of supply with raw materials necessary for implementation of the Agreement, and in case of a failure during transport of raw materials, or during transport of goods to the Customer.
2. If, as a result of an incident specified in Art. 11(A) above, EEO shall be unable to perform the Agreement in its entirety, EEO may notify the Customer about interruption, reduction or suspension of the delivery of orders to the extent to which it is required and justified. EEO shall not be obliged to process orders or execute deliveries of orders in equal parts and proportionally for all Customers, or to divide deliveries in any other manner. EEO notification should specify the reasons for which the Agreement cannot be performed in the agreed manner, as well as expected impact of the incidents on the possibility of implementation of contractual obligations, including the expected duration of the delay or volume of reduced delivery.

ART. 11 INFRINGEMENT OF PATENTS, REGISTERED OR UNREGISTERED DESIGNS OR COPYRIGHTS

1. The Customer hereby undertakes to release EEO from any liability for damages, penalties, costs or expenses for which EEO can be held liable in consequence of works performed in accordance with a specification or order provided by the Customer, and which infringe or may infringe patent rights, registered or unregistered (utility or industrial) design rights, copyrights or any other rights of third parties. The Customer shall notify EEO about any patent rights, registered or unregistered (utility or industrial) design rights, copyrights, or any other rights of third parties about which the Customer knows or will get to know, and which may be infringed in the course of production process, or by the end product for which the Customer uses or intends to use the goods delivered by EEO, or with reference to which the Customer knows or has reasonable grounds to claim that the goods may be used.

ART. 12 INTELLECTUAL PROPERTY RIGHTS

1. The Customer hereby confirms that any registered or reported industrial designs and patents, copyrights, (utility or industrial) design rights and any other intellectual property rights to any matrix, tool or other material or object manufactured by EEO in connection with the order placed by the Customer shall belong to EEO. Performance of

the Agreement by EEO on the basis of these General Terms and Conditions shall not constitute a transfer of EEO rights referred to in the preceding sentence, or provision of a license or other right to use these rights to the Customer.

2. In case of order processing on the basis of Customer's documents, EEO shall not be liable for any infringement of copyrights, industrial property rights, or any other rights of third parties. In case of any infringement of the above-mentioned rights, the Customer shall cover any claims resulting therefrom.

ART. 13 INDEMNITY

1. The Customer shall be liable towards EEO for any damages, including property damage, personal injury, incurred costs and expenses, regardless of their character, including but not limited to: (a) designs, drawings or specifications of goods provided by the Customer; (b) defective materials or products provided by the Customer; (c) incorrect use of goods by the Customer.
2. The Customer shall be liable for damages in case of withholding, suspending or terminating the Agreement by EEO for reasons on the part of the Customer, including due to payment arrears in any form.
3. Customer's liability for damages shall also apply to the return of lost benefits, contractual losses and consequential damages caused to EEO.

ART. 14 PAYMENT FOR THE PART OF COSTS RELATED TO MATRICES AND TOOLS

1. Execution/purchase of matrices or other tools, if they are proven to be necessary for manufacturing goods that the Customer wants to order, as well as the principles of paying the costs of their execution, shall be set forth in a separate agreement. Execution/purchase of matrices or other tools by EEO or by EEO to the benefit of the Customer shall not create an obligation on the part of EEO to manufacture or deliver goods to the Customer.

ART. 15 TERMINATION OF THE AGREEMENT

1. In each case when the Customer enters into a composition agreement with creditors, files a bankruptcy petition, or when the Court declares the Customer bankrupt in composition or liquidation proceedings, or when recovery or liquidation proceedings are opened against the Customer, or when a liquidator is appointed, or when management/supervision of the Customer's assets or their part is entrusted to a receiver, administrator, insolvency administrator or any other person who is not supervised by the Customer and acts independently from their will, or when there are grounds for declaring bankruptcy or appointing a liquidator, or when the Customer bears any similar consequences as a result of debt, or has become insolvent, or their financial situation indicates that the obligation towards EEO may not have been performed correctly, as well as when the Customer infringes any of the contractual provisions binding the Customer with EEO, EEO may, without prejudice to other rights and measures stipulated in these General Terms and Conditions, as well as universally applicable legal regulations, withhold any deliveries of goods, including those already being transported, and suspend any further deliveries, as well as terminate any agreements concluded with the Customer with immediate effect.

ART. 16 SERVICES ON GOODS DELIVERED BY THE CUSTOMER

1. Subject to the reservations specified below, all provisions in these General Terms and Conditions shall apply to the services performed to the benefit of the Customer. EEO services shall include in particular anodising, varnishing or cutting goods delivered directly by the Customer.
2. EEO shall not be liable for performance of the above-mentioned services on goods delivered directly by the Customer, unless the defect in service has been caused by wilful misconduct of EEO.
3. EEO shall also not be liable for performance of the above-mentioned services in case when the Customer provides goods that cannot be processed by EEO.
4. EEO shall have the right to claim compensation for any damages caused by a product delivered by the Customer for performing a service by EEO. The Customer's liability shall be extended to the reimbursement for lost profits and future damages.
5. Incorrect performance of services shall not release the Customer from payment of the agreed price for the service to EEO.

ART. 17 FINAL PROVISIONS

1. The Agreement and these General Terms and Conditions shall be subject exclusively to Polish law. Any existing or potential disputes arising under this Agreement shall be submitted to the exclusive jurisdiction of the Polish courts and shall be resolved by the court having local jurisdiction over the seat of EEO.
2. Any amendments of the General Terms and Conditions shall not require an annexe and shall produce legal effects upon being published on the www.exlabesa.pl website.
3. In connection with making and performance of the Agreement, personal data for which the Client is the controller can be made available to EEO, e.g. persons acting on their behalf or performing the Agreement, including their employees, co-workers, etc. EEO becomes the controller of personal data made available to them. Information about the principles of personal data processing by EEO is available at www.exlabesa.pl. The Client is obliged to review this information and provide it to every person, the personal data of which will be made available to EEO.

ART. 18 SEVERABILITY CLAUSE

1. In case when any provision of the General Terms and Conditions proves to be invalid, incompatible with the existing regulations or unenforceable, all other provisions shall be fully binding and effective. Should the scope of the cancelled clauses of General Terms and Conditions prevent performance of the Agreement, the Parties hereby undertake to take joint actions for the purpose of replacing the cancelled clause with an effective provision that will correspond to the intention of the replaced provision in the most complete manner.