

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

STAL TECH SP. Z O.O.

Unless separate provisions are agreed in writing by the parties under penalty of nullity, these general terms and conditions (hereinafter referred to as GTC) regulate the principles of concluding and performing contracts for the sale of Products distributed by Stal Tech sp. z o.o.

§ 1 GENERAL PROVISIONS

1. These general terms and conditions of sale regulate civil law relations between the parties in the scope of commercial transactions with all Goods sold by Stal Tech sp. z o.o. and constitute an integral part of commercial contracts signed individually with contractors.
2. The templates and general terms and conditions of contracts used by the Buyer are excluded to the extent specified in paragraph 1.
3. The Buyer agrees to receive commercial information regarding the current price offer, available promotions, and new products offered by Stal Tech sp. z o.o. by post or electronically to email addresses functioning in his enterprise.

§ 2 DEFINITIONS

1. The terms used in these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") mean: a. Seller / Stal Tech – Stal Tech limited liability company with its registered office in Łązek Ordynacki, KRS No. 0000433199, NIP: 865-255-81-23; registered in the District Court in Lublin-East, based in Świdnik, VI Commercial Division of the National Court Register, b. Buyer – an entrepreneur (within the meaning of the Civil Code) or a natural person who purchases Goods offered by the Seller, c. Goods – goods in the Seller's commercial database or goods available on individual order, d. Offer – a document containing a list of Goods and their qualitative and quantitative parameters along with prices and validity period, e. Order – a document containing the total of order items defined and completed by the Seller on the generated form along with the corresponding quantity in natural units (lump sum, pieces, mb, m2, and others), with the proviso that the Seller is the only one authorized to fill and change the Order document, except for the Buyer's signature, f. Stal Tech – any foreign company whose goods Stal Tech resells or intends to resell to the Client and any company that the Client met through Stal Tech by name (name and address data) following the demonstration of interest in the Goods, as well as the company whose offer Stal Tech presents to the Buyer, g. Transport service – delivery of Goods purchased from Stal Tech, which Stal Tech

undertakes to provide on behalf and for the benefit of the Buyer. The choice of the carrier belongs to Stal Tech.

§ 3 CONCLUSION OF THE CONTRACT

1. Stal Tech accepts inquiries for orders for Goods from Monday to Friday from 7:00 to 15:00. Orders placed after 12:00 are considered placed on the next business day.
2. Inquiries by the Buyer are made electronically by sending a message to the Stal Tech email address: plyta@stal-tech.pl / cpw@stal-tech.pl or using the contact form available on the website <http://plytywarstwowe.biz/>.
3. In the content of the inquiry, the Buyer indicates: a) the entity's data (Buyer) on whose behalf it acts, including: company, address, and VAT (EU) number, depending on the form of business activity, b) the goods he would like to buy, indicating their quantity, dimensions, parameters, or other necessary technical specifications for their identification, c) ordering the transport service from the Seller on his behalf, d) the exact address of delivery of the Goods.
4. The person responsible on the Stal Tech side confirms the inquiry electronically, informs about the availability of the ordered Goods, and presents the Buyer with the total price of the ordered Goods and the cost of the Transport service, as well as the planned delivery date.
5. After agreeing on the details of the inquiry, Stal Tech sends the Buyer an Offer by email, which the Buyer may accept or reject.
6. The Offer sent to the Buyer in the manner specified in paragraph 5 constitutes an invitation to conclude the Contract.
7. In the event of acceptance of the Offer by the Buyer within the period specified in the Offer, Stal Tech sends the Buyer an Order document by email. When the Buyer sends a scan of the "Order" document signed by the authorized person and the Buyer's company seal to the Seller by email and when Stal Tech confirms its receipt by email, the Contract is considered concluded and binding on both parties.
8. Cancellation of the Order may occur within 24 hours from the moment of confirming the Order in accordance with paragraph 7 of this section.
9. Considering the content of paragraph 7, the risk and consequences of signing the Order by an unauthorized person entirely burden the Buyer, and the parties agree that any person who signs the Order is authorized to sign the aforementioned document.
10. When ordering the Transport service through the Seller, the Buyer may change the delivery address in the destination country. In the event of a change in the delivery address by the Buyer no later than 72 hours before the planned delivery of the Goods, the costs of the Transport service and the delivery date may change. The Seller is obliged to immediately inform the Buyer of the new costs of the Transport service and the delivery date.

§ 4 DELIVERY CONDITIONS AND RECEIPT OF GOODS

1. The Buyer commissions, and Stal Tech undertakes to perform the Transport service (in accordance with the definition of §2 g) of the Goods on his behalf, indicating the exact address for the delivery of the Goods. Stal Tech determines the type (size) of the means of transport for the Order. The Buyer is obliged to immediately confirm by

email sent to Stal Tech's email address that the delivery (receipt) location of the Goods is suitable for the arrival of the means of transport mentioned in the preceding sentence.

2. The delivery cost is entirely borne by the Buyer. The delivery cost will be added to the sale price.
3. The parties have decided that ownership of the Goods passes to the Buyer upon release of the Goods from the Seller's warehouse unless otherwise specified in the Order document. At the time of the release of the Goods, delivery of goods occurs within the meaning of the Act of March 11, 2014, on the tax on goods and services.
4. The unloading of the goods at the destination is to be organized independently and at the Buyer's own expense. The unloading should be carried out immediately, but no later than within 4 hours from the delivery of the Goods.
5. The costs of delay in unloading burden the Buyer entirely, affecting the increase in the price of the Goods.
6. The Buyer is obliged to ensure the receipt of the goods, examine the goods in terms of quantity and quality, and sign the CMR document upon receipt of the goods by an authorized person.
7. Considering the content of paragraph 1, the risk and consequences of receiving the goods and signing the CMR documents by an unauthorized person entirely burden the Buyer, and the parties agree that any person who accepts the goods at the place indicated as the delivery address is authorized to receive the goods and sign the aforementioned document. Delivery of the goods to such a person by the Seller is considered proper performance by Stal Tech to the Buyer.
8. If, as a result of an obstacle not caused by Stal Tech (e.g., natural disaster, difficult weather conditions, strikes, closure of the Stal Tech Manufacturer's plant, traffic disruptions, road accidents, power outages), the execution of the Order is significantly difficult or temporarily impossible, the execution period of the Order does not start, and the started period is suspended for the duration of the obstacle.
9. The Seller will immediately inform the Buyer by email about the occurrence of the obstacle mentioned in paragraph 8.
10. After delivering the Goods to the unloading site, the Buyer (authorized by him in accordance with paragraph 6) confirms the quantity and quality of the Goods declared in the WZ document. The quantities of goods declared in the WZ document by the person authorized by the Buyer in accordance with paragraph 5).
11. Immediately after unloading the Goods, the Buyer will receive an electronic VAT invoice and Specification as an email attachment, and the Buyer acknowledges that this form constitutes effective delivery of the VAT invoice and Specification. The Buyer thereby accepts the use of electronic invoices.
12. The Buyer is obliged to immediately deliver 1 copy of the signed VAT invoice and 1 copy of the signed Specification to the correspondence address of Stal Tech: STAL TECH sp. z o.o. Łązek Ordynacki 59 23-300 Janów Lubelski Poland
www.plytywarstwowe.biz
13. If the Buyer does not collect the Goods at the unloading site, the Seller will deliver the goods to a warehouse of its choice. The Buyer remains obligated to pay for the goods along with transport costs according to the Order Terms and GTC, as if the delivery/receipt of the goods had occurred, and additionally, the Buyer is obliged to:
a) Collect the goods at his own expense from the warehouse indicated by the Seller, within 7 days from the day the goods were to be collected or from the day of the

unsuccessful delivery attempt, or the Buyer may request the Seller to re-perform the Transport service on his behalf, provided that the Buyer bears the costs of the new Transport service, and b) The Buyer will pay the Seller a fee for storing the Goods for each day of storage starting from the eighth day.

14. Storing the Goods, as mentioned in paragraph 13 b), is at the Buyer's expense and risk.
15. In case of delay in collecting the Goods, the Seller may also sell the Goods on the Buyer's account. Before making the sale, the Seller will set an additional deadline for the Buyer to collect the Goods unless setting a deadline is not possible or the item is at risk of spoilage or for other reasons would cause damage. The Seller is obliged to immediately inform the Buyer about the sale.
16. The Seller is not obliged to store the Goods longer than one month from the agreed date of collection or delivery of the Goods.
17. The Seller is not liable for the deterioration of the technical condition of the Goods during and after storage.
18. Individual provisions of the commercial contract may specify different delivery conditions of the goods. In such a case, the contractual provisions apply.

§ 5 SELLER'S LIABILITY FOR WARRANTY

1. The Seller is not liable for warranty for physical and legal defects.
2. The Seller does not install the sold goods or provide technical advice on their use; therefore, it is not liable for the correctness of the Buyer's choice of goods or their use.
3. The transfer of ownership of the Goods to the Buyer occurs at the time of release of the Goods from the Seller's warehouse. At this point, the benefits and burdens related to the item and the risk of accidental loss or damage pass to the Buyer.
4. Buyers can familiarize themselves with the quality of the Goods by ordering product samples before concluding the Contract with Stal Tech. The Seller reserves that the sample of the Goods does not fully reflect the quality of the product, as it does not constitute a full-size product.
5. Individual provisions of the commercial contract may specify a different scope of Stal Tech's liability for warranty. In such a case, the contractual provisions apply.

§ 6 COMPLAINT PROCEDURE

1. Due to the exclusion of the Seller's liability for warranty for physical and legal defects of the goods, the Seller may consider the Buyer's complaint made only in accordance with the procedure and principles described in this section.
2. The Seller may consider the complaint provided that the complaint jointly meets the following requirements: a. It is made in writing under penalty of nullity, b. It is made with the participation of the authorized person on the Buyer's side at the time of receipt of the Goods or on the day the Goods were to be received, c. It is delivered to the Seller by post to the address: Stal Tech sp. z o.o., Łązek Ordynacki 59, 23-300 Janów Lubelski, within 7 days from the day of receipt or delivery of the Goods, d. It will precisely indicate the complained goods and their quantity, e. It will include a description of the defect, f. The complained Goods will be returned by the Buyer, upon the explicit request of the Seller within 5 days from the day of receipt of the

Goods, to the address indicated by the Seller within the next 7 days from the receipt of the aforementioned request. The provisions regarding the delivery of the Goods do not apply to purely quantitative complaints (indicating a shortage in delivery).

3. A sample complaint protocol is available on the website www.plytywarstwowe.biz
4. In the case of confirmation by the Seller of the information contained in the complaint, the Seller may consider the complaint by supplementing or replacing the Goods, and if this is impossible, reducing the price for the missing or defective Goods.
5. The Seller will notify the Buyer of the manner of handling the complaint within no more than 14 days from the receipt of the Goods or from the day of inspection, and in the case of a purely quantitative complaint, within 14 days from the receipt of the complaint document.
6. Stal Tech reserves the right to refuse to consider the complaint if the Buyer uses (e.g., installs) the Goods covered by the complaint before the deadline for its consideration.

§ 7 PAYMENT AND CONSEQUENCES OF DELAY IN PAYMENT

1. The Buyer will pay the Seller the amounts due for the execution of the given Order within the period resulting from the Order conditions, and if this period does not result from the Order, within the period indicated on the VAT invoice.
2. The day of payment is considered the day of booking the amounts on the Stal Tech bank account indicated on the Order and/or VAT invoice.
3. In the event of late payment, Stal Tech is entitled to demand statutory interest.
4. Interest for delay is calculated from the day following the due date. In the event of late payment for the Goods, Stal Tech is entitled to claim, in addition to the principal amount and interest for delay, also the reimbursement of court, enforcement, and legal representation costs.
5. In the event of a delay in payment of receivables to Stal Tech exceeding 7 days, it is entitled to: a. Withdraw from the Contract, b. Suspend the execution of further orders for the Buyer until the settlement of arrears without liability for improper performance of the contract, c. Issue a summons with an additional payment term specified by Stal Tech for the payment of the debt. If this term is not met, all claims of Stal Tech for the payment of the price for the sold Goods become immediately due.
6. Stal Tech may use the rights described in paragraph 5 jointly or separately, at its discretion.
7. Filing a complaint does not entitle the Buyer to withhold payment for the Goods or any part thereof.
8. The Buyer's payment of the sale price through set-off or retention is excluded unless the Buyer and Stal Tech agree on set-off or retention in writing under penalty of nullity.
9. The Buyer may not make any compensations, assignments, or any trade in receivables that may arise and will be entitled to him against Stal Tech, unless the Buyer obtains Stal Tech's consent in this regard in writing under penalty of nullity.

§ 8 SECURITIES

1. The Seller reserves the right to demand from the Buyer – before starting the execution of the Contract – the establishment of appropriate payment security in the

form of an unconditional and payable on first demand bank guarantee or insurance guarantee on the same terms.

2. The establishment of security and the amount of security depend on Stal Tech's decision made after consultations with the Buyer and its financial capabilities and the value of its assets.
3. If the security is not established within the period specified by Stal Tech or a statement of refusal to establish security, Stal Tech may refuse to execute the Order and also suspend accepting further Orders until the requested payment security is established.

§ 9 TERMINATION AND TERMINATION OF THE CONTRACT

1. Each party may terminate the contract with one month's notice, effective at the end of the calendar month following the month in which the contract was terminated.
2. Stal Tech may terminate the contract without notice if: a) The Buyer is delayed in paying any due debt for more than 21 days, b) Any state authority declares the Buyer's insolvency (e.g., by a decision of unsuccessful enforcement), c) Other gross breach of the Buyer's provisions of the Order, these GTC, or an additional commercial agreement concluded between the parties.
3. The Buyer may terminate the Contract without notice in the event of changes by the Seller to the GTC and the lack of acceptance of changes by the Buyer.
4. Stal Tech may withdraw from the contract if: a) A bankruptcy or restructuring petition is filed against the Buyer, regardless of whether such a petition proves to be justified, b) The Buyer takes actions aimed at liquidation or declares liquidation of the business;
 - within 3 months from the day of obtaining information about the above.
5. The parties may terminate the contract at any time by mutual agreement in writing under penalty of nullity.

§ 10 TRADE SECRET AND PERSONAL DATA PROTECTION

1. All information obtained in connection with the conclusion and performance of these GTC constitutes the trade secret of the parties, and failure to comply with the obligation to maintain trade secrecy entitles each party to withdraw from the contract and claim compensation for the damage caused.
2. Stal Tech, as a Party to the GTC, pays special attention to compliance with the highest standards and regulations in the field of personal data protection, including its employees and business partners. Bearing the above in mind, Stal Tech has prepared information regarding the processing of personal data, available at the internet address: www.plytywarstwowe.biz and constituting appendix number 1 to these Terms.
3. The Buyer undertakes to provide the aforementioned information to employees and associates who participate in the execution of the Order.
4. The information regarding the processing of personal data, referred to in paragraph 2 of this section, also applies to companies related to the Buyer and their employees – in the case where these companies are in any way involved in the execution of tasks related to the Order.

5. The above provisions constitute the implementation by Stal Tech of the information obligation in accordance with Art. 13 para. 4 and Art. 14 para. 5 of GDPR, and therefore they will not be implemented separately.

§ 11 AMENDMENT OF GTC

1. The amendment of these GTC is made by publishing the new version of the GTC on the Stal Tech website www.plytywarstwowe.biz
2. The Buyer is obliged to familiarize himself with the new GTC before placing each subsequent order.
3. In the event of a change in the GTC, the provisions of the GTC applicable on the day of placing the Order by the Buyer will apply to each individual transaction.

§ 12 JURISDICTION AND APPLICABLE LAW

1. The Order, GTC, additional commercial agreements concluded between the parties, and any disputes between the parties related to their cooperation are subject to Polish law.
2. All disputes arising in connection with any commercial relations between the parties are subject to the jurisdiction of Polish courts.
3. Disputes between the parties will be resolved by the court competent for the area of the District Court in Janów Lubelski.