

PROMAR Przedsiębiorstwo Produkcyjno Handlowe Sp. z o.o. (a private limited liability company), ul. Cerefisko 2, 42-400 Zawiercie, Poland

District Court Katowice-East in Katowice, 8th Commercial Division of the National Court Register KRS (National Court Register No.): **0000063171**, NIP (Tax ID): **1180010695**, REGON (Statistical No.): **008052670**, share capital: **PLN 1,000,000.00**

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Bank account information held with: Bank Handlowy w Warszawie S.A. SWIFT: CITIPLPX

IBAN account for payments in PLN:	PL 68 1030 1032 0000 0000 0897 0302
IBAN account for payments in EUR:	PL 14 1030 1032 0000 0000 0897 0401
IBAN account for payments in USD:	PL 89 1030 1032 0000 0000 0897 0312

GENERAL TERMS AND CONDITIONS OF SALE

PROMAR Przedsiębiorstwo Produkcyjno Handlowe Sp. z o.o. (a private limited company)

I. DEFINITIONS

- 1. "GTCS", "Terms" means these General Terms and Conditions of Sale.
- 2. "Product" means the products manufactured or distributed by the Seller based on the current commercial offer, which are the subject of sale to the Buyer.
- 3. The "Seller" means PROMAR PRZEDSIĘBIORSTWO PRODUKCYJNO HANDLOWE Sp. z o.o. (a private limited liability company), with its registered office in Zawiercie.
- 4. The "Buyer" or the "Purchasing Party" means any domestic or foreign entity being an entrepreneur within the meaning of Article 431 of the Civil Code, or a legal person, or and organizational unit not doing business and referred to in Article 331 of the Civil Code, which purchases Products from the Seller as part of their activity or business operations. (The Seller does not sell to consumers; therefore, these GTCS do not apply to Agreements concluded with consumers.)
- 5. Civil Code (CC) means the Act of April 23, 1964, Civil Code (current version as of August 2, 2023, Journal of Laws 2023, item 1610).
- 6. The "Party", "Parties" means the Seller, the Buyer, or both jointly.
- 7. The "Agreement" an agreement concluded between the Seller and the Buyer, the subject of which is the sale or delivery of the Product.
- 8. The "Agreement Form" a form provided to the Buyer by the Seller containing essential elements of the Agreement, such as Party details, Product description, quantity, and price.
- 9. The "Contact Persons and Representatives" means individuals representing or acting on behalf of or for the benefit of a Party in the process of concluding and performing the Agreement, particularly those referred to by a Party in the GTCS, the Agreement, or other documents functionally related to the Agreement.

II. GENERAL PROVISIONS

- 1. These General Terms and Conditions of Sale stipulate the rules for concluding Agreements as well as the rights and obligations of the Parties under such Agreements and represent an integral part of the Agreement from the moment of its conclusion (see point IV of the GTCS).
- 2. Any amendments, additional arrangements, or deviations from the GTCS must be made in writing under pain of nullity and must be accepted by both Parties.
- 3. The GTCS are published by the Seller on the website www.promar.pl, which is equivalent to making them available to the Buyer prior to concluding the Agreement. The Buyer has the option to copy/download the GTCS from the Seller's website, store them, and reproduce them. The GTCS apply in the most current version available in the manner described above as a contractual template for future Agreements with the same Buyer, even if they are not attached to a specific Agreement.





III INFORMATION ON PRODUCTS AND PRICES

- 1. All technical information regarding the Products in the Seller's commercial offer, originating from catalogs, brochures, and other promotional materials, is indicative and becomes part of the Agreement only if explicitly and unequivocally included in its subject matter.
- Catalog materials, diagrams, and drawings attached to the offer may be subject to change unless explicitly marked as binding. Any materials binding upon the Parties shall constitute annexes to the Agreement and become an integral part hereof. The Buyer does not acquire ownership rights, copyrights, or licenses in relation to cost estimates, drawings, formulas, or any other documentation provided to the Buyer. Making available of such materials to third parties without the Seller's written consent is not permitted.
- The Seller is obliged to deliver the Product in accordance with the provisions of the Agreement and shall not be held liable for use of the Product which is inconsistent with its intended purpose.
- 4. Unless otherwise agreed, the payment terms specified in the Agreement shall apply. Payment of an advance (if stipulated) is a condition for the commencement of the Seller's performance under the Agreement. In the event of a delay in payment of the advance exceeding 7 days, the Seller is entitled to rescind the Agreement within the following 30 days.
- 5. In the event that after the conclusion of the Agreement the Buyer submits a proposal to amend key terms of the Agreement (particularly by modifying the Product specifications, or its components, or the delivery deadline), the Seller shall be entitled to present a new offer for the sale or delivery of the Product, simultaneously specifying the deadline for its acceptance. If the Buyer refuses to accept the new offer, the Seller shall be entitled either to perform the Agreement under the existing terms or to rescind the Agreement within 15 days from the date of the Buyer's statement or the last possible day such a statement could have been made. In the event of rescission, the Seller is entitled to charge a contractual penalty for rescission of the Agreement due to reasons attributable to the Buyer, amounting to 50% of the total price for the Products covered by the Agreement.
- 6. The prices stated in the price list or offer are net prices and are exclusive of VAT. Unless the Parties agree otherwise, the prices are based on the FCA Incoterms 2020 Zawiercie (the Seller's warehouse) formula. In all cases, the Buyer is bound by the prices specified in the Agreement, regardless of the Seller's published price lists.
- 7. If prices are given in a foreign currency unless the Parties agree otherwise the Buyer wishing to make payment in Polish zloty (PLN) is obliged to pay the equivalent amount calculated according to the Citi Handlowy Bank's selling exchange rate for the given currency on the date each payment is made. The final settlement of the price and any differences arising during the conclusion of the Agreement shall take place with the payment of the last installment (the date of that payment shall represent the moment of final determination of the Product's value).

IV. CONCLUSION OF THE AGREEMENT

- 1. The Agreement is concluded upon the signing of the Agreement Form by both the Seller and the Buyer, or by the Buyer alone and the Seller's acceptance for execution of the order for the Product contained in the Agreement Form, unless the Agreement provides otherwise. The Agreement between the Seller and the Buyer may only be concluded under the terms set forth in the GTCS. All of the Buyer's agreement templates or terms that differ from the GTCS shall not apply to the Agreement.
- By entering into the Agreement, the Buyer confirms that the Agreement is concluded in direct connection with the business activity conducted by the Buyer and that it is of a professional nature for the Buyer.

V. DELIVERY TERMS AND CONDITIONS

- 1. The dates of release or delivery of the Products shall be specified in the Agreement.
- 2. The Products covered by the Agreement may only be released to the Buyer or to the Buyer's representative designated via email (including full name and, in the case of transport organized by the Buyer, the vehicle registration number).
- 3. Products are shipped in the packaging of the Seller's supplier.
- 4. If the Product or its components are delivered in returnable packaging, the Buyer is obliged to return such packaging within the period specified in the Agreement. In the case of delivery on EUR-type pallets, the Buyer must return the pallets at the time of delivery. If the packaging is not returned within this period, the Seller shall issue a VAT invoice to the Buyer for an amount equivalent to the value of the unreturned packaging.



- 5. The risk of loss of or damage to the Product shall pass to the Buyer upon handover of the Product to the carrier designated by either the Seller or the Buyer. This does not apply to defects or damage caused by improper actions of the Seller's personnel.
- 6. In the case of using the Buyer's own means of transport, the risk of loss of or damage to the Product passes to the Buyer at the moment the Product is made available for loading. The Buyer quarantees the cleanliness and technical condition of the packaging in accordance with the standards governing the transport of the Product under the Agreement, and the Seller shall not be held liable for any damage resulting from failure to meet these conditions.
- 7. Declarations of conformity or other documents confirming the quality of the Product shall be included with the delivered Product. The Seller is responsible for ensuring that the quality documents provided pertain to the actual Product delivered. "Inclusion" means attaching the documents to the Product or delivering them to the Buyer in another agreed-upon manner.
- 8. The delivery deadline shall be considered fulfilled if the Product reaches the location specified in the Agreement before the agreed-upon delivery date. Should the delivery be delayed due to reasons attributable to the Buyer, a notification of readiness for shipment or pickup, issued before the agreed delivery date, shall be considered as fulfilling the delivery deadline.
- 9. If the delay in pickup or shipment of the Product due to the Buyer's fault exceeds 30 days, the Seller may freely dispose of the Product, and the Buyer shall have no right to make claims for late delivery or non-delivery. The Seller shall have the right to demand reimbursement from the Buyer for the costs of storage, return to the manufacturer, and any insurance of the Product. Unless otherwise agreed, the storage fee shall amount to 0.5% of the Product's sale price for each day of storage. The Seller shall also be entitled to rescind the Agreement by submitting a relevant declaration within 6 months from the agreed-upon delivery date.
- 10. Should any obstacle arise that significantly hinders the Seller's performance of its obligations or that of its subcontractors - and such obstacle could not have been avoided with due diligence (e.g., delays in the delivery of essential production materials or components, or delays in obtaining necessary services) — the agreed-upon delivery deadlines shall be appropriately extended. If such obstacles prevent the Seller from fulfilling the delivery, the Seller may rescind the Agreement within 30 days from the agreed shipment or delivery date of the Product. The Buyer shall have the same right if they do not agree to accept the Product at the new delivery date, provided they submit a relevant declaration within 21 days of receiving the information from the Seller. Within the meaning of this paragraph, the Seller shall not be held liable for difficulties arising from strikes or lockouts.

VI. PRODUCT ACCEPTANCE AND COMPLAINT PROCEDURE

- 1. The Buyer is obliged to verify the quality and quantity of the Product, including its packaging, immediately upon receipt.
- Complaints regarding the quantity of the delivered Product must be submitted by the Buyer to the Seller in writing no later than 5 business days from the date of the receipt of the Product. In the case of hidden defects, the Buyer must file a complaint within 5 business days from the date the defect is discovered, attaching documentation confirming the existence of the defect - failing which the Buyer forfeits the right to pursue claims against the Seller in this regard.
- 3. Quality-related complaints may be submitted throughout the entire shelf life of the given Product, provided it has been stored in accordance with the specified storage conditions.
- In order to process a complaint, it is necessary to provide the product code, product name, batch number, and a detailed description of the situation. Where applicable, photographic documentation, a physical sample ("finding"), additional documents, or access to the complained Product may be required. The Buyer agrees to comply with the Seller's internal complaint-handling procedures.
- 5. The Seller shall inform the Buyer of the resolution of the complaint within 20 business days of its receipt. The Seller reserves the right to replace the defective product with a product free of defects.
- 6. Each complaint shall be verified by the Seller's Quality Department, and the Buyer shall be informed of its status (accepted/rejected).
- 7. If the complaint is accepted, the Seller shall bear the direct costs of repair or replacement of the Product with a new, defect-free one. All other costs shall be borne by the Buyer.
- The Seller is liable only for actual damage, and such liability is limited to 5% of the price paid by the Buyer for the Product. The Seller shall not be liable for lost profits or indirect damage incurred by the Buyer (e.g., contractual penalties, compensation).

VII. TERMS OF PAYMENT

- 1. Unless otherwise agreed, the Buyer is obliged to make full payment for the Product within 14 days from the date of invoice issuance.
- 2. The payment date shall be deemed to be the date on which the amount specified on the invoice is credited to the Seller's bank account. If payment for the Product is made before its receipt, such payment shall represent a prepayment, which will be credited towards the purchase price upon receipt of the Product.
- 3. By conclusion of the Agreement, to which these General Terms and Conditions of Sale apply, the Buyer agrees to receive invoices electronically. The Seller undertakes to ensure that the bank account indicated on the invoice is included in the list of entities referred to in Article 96b(1) of the Act of 11 March 2004 on Goods and Services Tax (Journal of Laws of 2023, item 1570, as amended).
- 4. In case of delayed payment, the Seller shall charge statutory interest for delay in commercial transactions, as referred to in Article 4(3) of the Act on Counteracting Excessive Delays in Commercial Transactions.
- 5. The Buyer shall not be entitled to withhold payment or make any set-offs from their receivables against the Seller's receivables without the Seller's written consent.
- 6. In the event of payment arrears exceeding the agreed-upon payment due date, the Seller shall have the right to withhold delivery of the Product (including deliveries under other Agreements) until the arrears are settled by the Buyer. During the period of such arrears, the Seller shall also be entitled to suspend other obligations without incurring any liability arising from the Agreements concluded with the Buyer, until payment is made. If the payment delay exceeds 30 days, the Seller shall be entitled to rescind from any agreements concluded with the Buyer within 60 days from the delay in payment of all or part of the price.
- 7. In the event that the Seller rescinds the Agreement for reasons attributable to the Buyer, the Buyer shall be obliged to cover the costs of production of the Product and pay a contractual penalty of 50% of the prices of the Products agreed-upon in the Agreement.
- 8. In the event of rescission from the Agreement due to the Seller's fault, the Buyer shall be entitled to charge a contractual penalty of up to 5% of the value of the Products.

VIII. RETENTION OF TITLE

- 1. The Seller retains ownership of the Product until all the Buyer's obligations under the Agreement are fulfilled, in particular payment of the price and any ancillary services.
- 2. During the period in which ownership is retained, the Buyer is prohibited from transferring, establishing limited proprietary rights, or using the reserved Product as collateral.
- 3. Until ownership of the reserved Product is acquired by the Buyer in accordance with point 1 above, any processing of the Product by the Buyer requires the Seller's prior written consent under pain of nullity. In the absence of such consent, any item created through processing shall remain the property of the Seller in accordance with Article 192 §2 of the Civil Code until ownership of the Product is transferred to the Buyer as set out in point 1 above.
- 4. Until ownership of the reserved Product is acquired by the Buyer in accordance with point 1 above, combining it with another movable item or items requires the Seller's prior written consent under pain of nullity. In the event of permanent combination of the reserved Product with another movable item or items, the Seller shall acquire co-ownership of the newly created item in proportion to the value of the reserved Product relative to the value of the other items involved in the combination. However, if the reserved Product has significantly greater value than the other items, those items shall be considered integral components of the reserved Product, and the Seller's ownership right shall remain intact. This shall not affect the Seller's right to seek compensation for the Buyer's breach of these General Terms and Conditions of Sale resulting from such circumstances.
- 5. In the event of delay in payment of the price, in whole or in part, the Seller is entitled to:
 a. demand immediate return of the reserved Product or items resulting from processing or
 combination of the reserved Product; the Buyer shall be obliged to return the reserved
 Product without delay, but no later than within 3 days from receipt of the demand, which
 includes detaching and preparing the Product for pickup,
 b. rescind the Agreement; the Seller shall have the right to rescind the Agreement within 6
 months from the date of the Buyer's delay in payment of all or part of the price.
- 6. The Buyer shall bear all costs associated with returning the reserved Product or items resulting from its processing or combination to the Seller as a result of the Seller exercising the rights referred to in point 5 above. This includes, in particular, the costs associated with detaching and returning the reserved Product, such as removal, transportation, and any applicable taxes or duties.

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- 7. Until the Buyer acquires ownership of the reserved Product in accordance with point 1 above, they are entitled to use it as a dependent possessor only within the scope of their ordinary business operations. During this time, the Buyer undertakes to store and use the reserved Product with due care.
- 8. By concluding the Agreement to which these General Terms and Conditions of Sale apply, the Buyer assigns to the Seller all future receivables arising on the Buyer's side until ownership of the reserved Product is acquired pursuant to point 1—from the sale of the reserved Product to a third party or from the sale of items created through its processing or combination. The assignment is made as security for all present and future claims of the Seller arising from the Agreement, existing at the time of assignment. If the reserved Product is sold by the Buyer to a third party along with other products not owned by the Seller, the assignment shall cover the receivable in the amount corresponding to the value of the reserved Product or its purchase price (whichever is higher). The Seller hereby accepts the assignment. Upon the Seller's request, the Buyer shall provide all documents related to the receivables and debtors necessary to enforce the claims and shall notify the debtors of the assignment.

IX. FORCE MAJEURE

- 1. In the event of a "force majeure" situation, the Seller reserves the right to amend the delivery dates specified in the Agreement, as well as the right to rescind the Agreement within 90 days from the occurrence of the circumstances constituting "force majeure."
- 2. "Force majeure" shall mean all events that could not have been foreseen or prevented at the time of entering into the Agreement and over which neither Party has any control, in particular: war, civil unrest, flood, fire, earthquake, and other natural disasters, restrictions or orders of government authorities or other acts of state or local administration, general or industry-specific strikes, epidemics, as well as breakdowns, traffic accidents, or lack of availability of the Product or any part thereof.
- 3. The Party unable to fulfill its obligations due to the occurrence of force majeure is obliged to promptly inform the other Party of this fact, no later than within 7 days of the occurrence of such events, and to provide credible evidence thereof.
- 4. If the force majeure situation persists for more than 30 days, the Parties shall, in good faith, attempt to determine a solution that satisfies the interests of both Parties.

X. PERSONAL DATA

- 1. Each Party provides the other Party with the personal data of their contact persons and representatives for the purpose of concluding and performing the Agreement. The transfer of such data takes place on a controller-to-controller basis and is based on the legitimate interest of processing personal data of contact persons and representatives for the purpose of conducting business activities, including concluding and performing Agreements (Article 6.1.f of the GDPR).
 - 2. The Parties undertake to inform their contact persons and representatives about the processing of their personal data by the other Party to the Agreement by providing them with the other Party's privacy notice. Promar's privacy notice constitutes Annex No. 1 to these General Terms and Conditions of Sale.

XI. CONFIDENTIALITY

- 1. The Buyer undertakes to keep confidential all information obtained in connection with the performance of the Agreement concluded with the Seller based on these GTCS, and in particular not to use such information for its own purposes or for the benefit of third parties, and not to disclose it to third parties, including in particular:
 - a. information constituting the Seller's trade secrets,
 - b. personal data,
 - c. provisions of the Agreement, information regarding the course of negotiations, as well as provisions of other Agreements concluded between the Parties and any information obtained on their basis.
- 2. The confidentiality obligation referred to above shall not apply to information:
 - a. that is publicly available or was obtained by the Buyer from a third party in a lawful manner.
 - b. that has been disclosed by the Buyer with the prior written consent of the Seller, indicating the proposed recipients and the purpose of the planned disclosure,
 - c. that the Buyer is required to disclose pursuant to applicable legal regulations, a final court judgment, or a binding administrative decision,



- d. disclosed to auditors, legal or accounting advisors acting for the purpose of executing the Agreement, provided that such entities are bound by confidentiality obligations at least to the extent set out in these GTCS.
- The Buyer shall be obliged for ensuring that its employees and any other persons involved in the performance of the Agreement keep confidentiality.
- 4. The Buyer shall be bound by confidentiality obligations throughout the term of the Agreement and for a period of 5 years after its termination.

XII. FINAL PROVISIONS

- 1. Any amendments to the Agreement may only be made in writing, otherwise they shall be deemed null and void.
- The assignment by the Buyer of any rights arising from the Agreement is permissible only with the prior written consent of the Seller.
- 3. The Seller shall have the right to seek compensation, including supplementary compensation under general principles, even in cases where contractual penalties have been provided for.
- 4. In the event that any provision of these GTCS becomes legally ineffective due to the introduction of different legal regulations, the remaining provisions shall remain valid. In accordance with this severability clause, if any provisions of the GTCS are found to be invalid, the Parties undertake to enter into negotiations to supplement the GTCS in that respect.
- 5. In matters not regulated by the provisions of these GTCS, the relevant provisions of the Polish Civil Code or other applicable provisions of Polish law shall apply. The application of the United Nations Convention on Agreements for the International Sale of Goods is excluded.
- 6. All disputes arising between the Parties shall be resolved primarily through amicable negotiations. In the event no agreement is reached, the disputes shall be settled by the court having jurisdiction over the registered office of the Seller.

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TECHNICAL A

"PROMAR"

Przedsiębiorstwo Produkcyjno Handlowe Sp. z o.o. 42-400 Zawiercie, ul. Cerefisko 2 NIP: 118-00-10-695; REGON: 008052670 tel. +48 (32) 731 62 00 do 9



INFORMATION CLAUSE

FOR REPRESENTATIVES AND CONTACT PERSONS UNDER ARTICLES 13 AND 14 OF THE **GDPR**

Information clause on the processing of personal data for individuals whose data has been provided to the data controller ("PROMAR" Przedsiębiorstwo Produkcyjno-Handlowe sp. z o.o.) in connection with the conclusion and performance of the agreement.

1. [Data controller and contact information]

The data controller is "PROMAR" Przedsiebiorstwo Produkcyjno-Handlowe sp. z o.o (a private limited liability company) with it registered office at Cerefisko 2, 42-400 Zawiercie, Poland, entered in the business register maintained by the District Court Katowice-Wschód in Katowice, VIII Commercial Division of the National Court Register, under number KRS 0000063171, NIP (Tax ID) 1180010695, REGON (Statistical No.) 008052670, with a share capital of PLN 1,000,000.00.

2. [Contact with the data controller]

The data controller may be contacted via traditional mail at the address mentioned above or by email at rodo@promar.pl.

3. [Purposes and legal bases for the processing]

Your personal data will be processed for the following purposes, on the following legal grounds:

- a. For the conclusion and performance of the Agreement, when the individual is acting on their own behalf, as the processing of personal data is necessary for carrying out the aforementioned activities, and for taking actions at your request prior to the conclusion of the Agreement (based on Article 6.1.b of the GDPR);
- b. For the conclusion and performance of the Agreement involving a party other than a natural person, based on the Data Controller's legitimate interest in communicating with individuals designated for contact, representation, or performance of the Agreement. (based on Article 6.1.f of the GDPR);
- c. To perform the legal obligations of the Administrator arising from applicable legal provisions, particularly tax and accounting obligations, and other legal requirements regulating the Administrator's activity (based on Article 6.1.c of the GDPR);
- d. For archiving documentation and communications, including correspondence generated by the Administrator in the course of business activities, based on the Administrator's legitimate interest in maintaining evidence of business operations in compliance with applicable legal requirements and using archived materials to pursue, establish, or defend against claims, (based on Article 6.1.f of the GDPR).

4. [Sources and categories of personal data]

Personal data has been obtained directly from the individual or has been provided by the employer/client/mandator in connection with the conclusion of the agreement. In some situations, data of a representative is obtained from public sources (public registers, websites, etc.). The scope of the received data includes: first and last name, position or role, email address, phone number, company name, and company contact details.

5. [Data recipients]

The Administrator may transfer your personal data to other recipients when necessary to fulfill the purposes of processing, including: IT service providers supporting and maintaining IT systems, hosting and cloud service providers, authorized employees and collaborators, postal and courier services, legal advisors, auditors, banks, insurers, data archiving or destruction service providers, and group companies for internal administrative purposes. (pursuant to Article 6.1.f of the GDPR).

6. [Data processing outside the EEA]

Your personal data may be transferred to a third country (i.e., a country outside the European Economic Area). Such transfer of your personal data may occur based on standard contractual clauses (Article 46.2.c and d of the GDPR) or another mechanism that is lawful and legalizes such a transfer and provides appropriate guarantees for the protection of personal data in accordance with applicable legal regulations. A transfer to the United States is made based on the European

Commission's decision of July 10, 2023, which confirms an adequate level of protection for personal data within the EU-U.S. data protection framework (Article 45 of the GDPR).

7. [Data retention period]

In the case of concluding or performing an agreement, the Administrator will process personal data for the duration of the Agreement, and after that the data will be processed for 5 years from the end of the year in which the tax or accounting obligation arose, unless a longer period is required by law or applicable limitation periods for claims.

8. [Rights of data subjects]

You have the right to request from the Administrator access to your personal data, as well as its rectification, erasure, restriction of processing, and portability. You have the right to object to the processing of your personal data for the purposes of legitimate interests pursued by the Administrator, however, the right to object does not apply when compelling, legally justified grounds for processing override your interests, rights, and freedoms.

9. [Right to lodge a complaint with a supervisory authority]

You have the right to lodge a complaint with the relevant supervisory authority, particularly in the country of your habitual residence, place of work, or the place of the alleged infringement. In Poland, the supervisory authority is the President of the Personal Data Protection Office (UODO), ul. Stawki 2, 00-193 Warsaw.

10. [Voluntariness of providing data]

Providing the data indicated by the Administrator as necessary to conclude the Agreement is a contractual condition, and failure to provide it will result in the inability to conclude or perform the Agreement.

11. [Profiling]

Marcin Marmajewski

You will not be subject to automated decision-making, including profiling.

BOARD MEMBER SALES DIRECTOR

Damian Cieśla

TECHNICAL AND ADMINISTRATIVE

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"PROMAR"

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In the event of any discrepancies or inconsistencies between the Polish version of these General Terms and Conditions of Sale and any of its translations, the Polish language version shall prevail and shall be deemed the only legally binding version.

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