

**GENERAL CONDITIONS OF SALES CONTRACTS
APPLICABLE IN CONTRACTS CONCLUDED WITH CONTRACTORS BY THE
CONECTO PROFILES LIMITED LIABILITY COMPANY
BASED IN POZNAN**

§ 1 [Definition of terms].

Terms used in these General Terms and Conditions of Sale contracts shall mean:

- a) **"Seller"** - Conecto Profiles Spółka z ograniczoną odpowiedzialnością with registered office in Poznań at ul. Przemysłowa 39, 61-541 Poznań, NIP 618-218-285, REGON 38393255700000, entered in the register of entrepreneurs kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register under KRS number 0000796052,
- b) **"Buyer"** - a natural person, a legal person or a legal entity with limited legal capacity who buys Products from the Seller, directly in connection with his/her business or professional activity,
- c) **"Offer"** - an offer to conclude a contract for the sale of a Product made by the Seller to the Buyer or made to the Seller by the Buyer,
- d) **"GTC"** - these General Terms and Conditions of Sale,
- e) **"Parties"** - collectively the Seller and the Buyer,
- f) **"Product"** - the movable goods the sale of which is the subject of the Contract (including industrial profiles, aluminium profiles, steel fibres and pipes),
- g) **"Contract"** - the sales contract concluded between the Seller and the Buyer,

§ 2 [General provisions].

1. Subject to § 14, these GTCs shall apply to all sales contracts for Products concluded by the Seller, unless the Contract excludes the application of the GTCs.
2. **In the event of any discrepancy between the Agreement and these T&Cs, the provisions of the Agreement shall prevail.**
3. The GTC exclude the application of any contractual models used by the Buyer in his relations with the Seller. Any unilateral declarations by the Buyer, in particular in his correspondence or invoices, contrary to the GTCs shall not be binding upon the Parties.
4. The T&Cs are an integral part of any Contract. The current GTC are available on the Seller's website at: <https://www.profiledylatacyjne.com.pl/pdf/owu-en.pdf>
5. If the T&Cs are updated, the amended T&Cs will be made available on the Seller's website.
6. The amended T&Cs shall not affect Contracts concluded prior to such amendment. Contracts concluded prior to the amendment of the T&Cs will be performed as before.
7. The Buyer acknowledges receipt of the GTCs, reading and accepting their contents. Acceptance of the GTCs by the Buyer may take place:
 - a) by express declaration of the buyer, or
 - b) by concluding a Contract with the Seller.

§ 3 [Conclusion of contracts by tender].

1. When submitting an Offer, the Parties may use the specimen constituting the Annex to the T&Cs. The use of the template is not obligatory.
2. The offer may be submitted by e-mail (in particular to office@conecto-profiles.com) or by post (to ul. Przemysłowa 39, 61-541 Poznań).
3. An offer made by the buyer is - if not otherwise specified in the offer - binding on the buyer for a period of 14 days from the day on which it was made. An offer made by the seller is binding on him for the period indicated therein, and in the absence of a time limit may only be accepted immediately.
4. Acceptance of the Offer by the Seller is tantamount to the conclusion of the Contract.
5. The Seller's tacit acceptance of the Offer is excluded.
6. The Seller's acceptance including the modification of the presented Offer is binding on the Buyer and is tantamount to the conclusion of the Contract, unless the Buyer objects to the modifications within 48 hours of receiving the modified Offer.
7. The Buyer's acceptance of the Offer or failure to submit a statement of rejection of the Offer within 48 hours of receipt of the Offer shall be tantamount to the conclusion of the Contract.
8. The Buyer's acceptance containing a modification of the presented Offer is not binding on the Seller until it has been expressly accepted by the Seller.
9. The Seller shall have the right to withdraw from the submitted Offer or the concluded Contract within 48 hours of the Buyer's notification of acceptance.
10. The Seller reserves the right to freely grant discounts and organise promotions related to the Products sold.

§ 4 [Place of performance - Terms of delivery and packaging].

1. The Seller shall make the Products available to the Purchaser at the Seller's Warehouse according to the EXW formula - Beznatka 20, 62-384 Ceków Kolonia.
2. The burdens and benefits as well as the danger of accidental loss or damage to the Products shall be transferred to the Buyer as soon as they are made available to the Buyer by the Seller.
3. The Seller may - as a separate service - support the Buyer in transporting the Goods. Unless the Parties expressly agree otherwise, the above shall not affect the provisions of paragraphs 1 and 2 above. In the case of arranging transport of the Product by the Buyer, the Buyer shall be obliged to provide the Seller, via e-mail, with information enabling verification of the identity of the person collecting the Product. The information referred to in the preceding sentence shall be delivered to the Seller at least 24 hours before the date of Product pick-up specified in the Sales Contract. The person authorised to collect the Product must submit to the Seller the relevant documents confirming his/her authorisation to collect the Product.
4. If the documents allowing for the verification of the identity and authorisation of the person collecting the Product are not submitted within the indicated deadline or the person authorised to collect the Product does not submit the appropriate authorisation to collect the Product to the Seller, the Seller shall be entitled to refuse to issue the Product due to the fault of the Buyer.
5. The hand over of the Product to the Buyer shall take place on the basis of a WZ document. The WZ document should also contain a confirmation of receipt of the

Product, the legible signature of the person receiving the Product and the date of receipt of the Product.

6. The buyer is obliged to collect the goods in accordance with the concluded Contract. The Seller's consent is required to change the collection date.
7. The place of delivery of the Product to the Buyer is also the place of the associated qualitative and quantitative acceptance.

§ 5 [Liability].

1. The Seller shall not be liable for any damage related to improper and unfit for purpose use of the Product, in particular, the Seller's liability for the correct use and incorporation of the Products is excluded.
2. If the Buyer was aware of a defect in the Product at the time of purchase or delivery, or could have noticed it, the Seller shall be relieved of liability for defects in the Product.
3. The Products taken over by the Buyer shall be deemed to be free of manifest defects. Acceptance of the Products by the person authorised by the Buyer on the Seller's delivery document shall result in the Buyer losing any rights to make claims in the future relating to overt defects or quantitative shortages in the Products delivered.
4. The Seller's total liability for damages towards the Buyer is limited to the actual damage not exceeding the value of the Product in question. The Seller is not liable for the Buyer's lost benefits.
5. The Parties limit the warranty for defects of the Products sold by the Seller to the moment of their incorporation and to the territory of Poland.
6. The Seller shall not be liable for any damage resulting from claims of third parties against the Buyer related to the Seller's sale of Products to the Buyer (indirect damage).
7. The Seller shall not be liable for any damage to the Products caused during the transport of the unloading or loading of the Products, or if the Products are damaged in transit.

§ 6 [Complaints].

1. In the case of mechanical damage, which occurred before the item was handed over to the Buyer, this must be confirmed in the Product acceptance protocol. Failure to confirm in the acceptance protocol will result in the complaint being left unprocessed.
2. The warranty does not cover Products sold as Products with defects of which the Buyer was aware at the time of delivery by the Seller.
3. If the Product is found to be defective, the Buyer shall draw up a report and submit a complaint with the Seller within 7 days of the discovery of the defect.
4. A complaint may be made in writing or submitted to the Seller's e-mail address: (office@conecto-profiles.com)
5. A complaint notification should include, among others, the numbers of the purchase documents, a detailed description of the reported problem, photo or video documentation illustrating the reported problem, correct and complete data concerning particular Products under complaint and an e-mail address for correspondence. In the case of an incomplete complaint notification, the Seller will ask the Buyer to complete and return (within 3 days) to the Seller the missing information for the given complaint. In this case, the time limit for processing the complaint shall be extended.
6. The Seller undertakes to handle the complaint within 14 days from the date of receiving complete information concerning the complaint, unless a longer period is required to

verify the problem. In such a situation, the Seller shall indicate the expected time limit for processing the complaint. In case of the incomplete complaint notification of the Buyer's failure to complete the information within the specified time limit, the Seller reserves the right not to accept the complaint.

7. The seller will provide the buyer with a response regarding the complaint by e-mail.
8. During the period from the detection of a defect to the processing of a complaint, the Buyer should refrain from installing the Product under complaint. Violation of this obligation results in the loss of warranty rights and releases the Seller from his warranty obligations.
9. If the complaint is accepted, the Seller is obliged to replace the defective Product with a defect-free Product or reduce the price of the defective Product.

§ 7 [Payment].

1. Payments for the Products shall be made by the Buyer on the basis of VAT invoices issued by the Seller, by transfer to the bank account indicated on the invoices.
2. The Seller shall issue a VAT invoice to the Buyer separately for each batch of Products delivered.
3. A VAT invoice will be issued within 14 days of the Seller's performance to the Buyer.
4. The date of payment shall be the date on which the funds are credited to the Seller's bank account indicated on the VAT invoice.
5. In the event that the Buyer fails to meet the payment deadline, the Seller shall charge the Buyer statutory interest for late payment in commercial transactions on late payments in accordance with Article 4(3)(b) of the Act on Prevention of Excessive Delays in Commercial Transactions of 8 March 2013.
6. Until the price is paid in arrears, the Seller shall be entitled to completely withhold the hand over of the Products, which he is obliged to release on the basis of the Contracts between him and the Buyer in arrears.
7. Ownership of the Product shall pass to the Buyer upon payment in full of the amount due under the relevant VAT invoice.
8. The Buyer is obliged to pay the amount due for the sale of the Product within the period indicated in the invoice without making any deductions.

§ 8 [Prepayments].

1. The Seller may make delivery conditional on prepayment to the Seller of 100% of the Products ordered.
2. In this case, the Seller's performance will take place upon receipt of prepayment from the Buyer.

§ 9 [Assignment].

The Buyer may not transfer to a third party the whole or part of the rights (receivables) or obligations arising from the concluded Contract without the prior written consent of the Seller.

§ 10 [Confidentiality].

1. The Buyer shall be obliged not to disclose, transfer or use in any way, in relations with third parties (i.e. non-Parties), any information obtained from the Seller in any way in connection with - or for the purpose of performing the Contracts. The Buyer shall be obliged to ensure that the obligation specified in the preceding sentence is performed by the persons he uses in the performance of the Contracts.
2. The information referred to in § 10.1 shall be any information that has not been disclosed to the public, in particular technical, technological, commercial, organisational and other information of economic significance, in relation to which the Seller has taken any steps to maintain its confidentiality.
3. The obligations referred to in § 10 (1) and (2) shall in any case apply, without further qualification of confidentiality, to information belonging to any of the following categories: (i) all information relating to customers, contractors, subcontractors, employees, organisations, procedures used, techniques, technology or prices; (ii) all information relating to the content of the Contracts.
4. The obligation specified above shall not apply to: (i) information and data which the Seller has agreed to disclose; (ii) information and data which are commonly known or made public; (iii) information and data which are subject to disclosure at the request of competent state authorities or courts under applicable laws.
5. The Buyer may disclose confidential information to the extent necessary for the proper performance of the Contracts to advisors (including legal, tax, technical and business advisors), subcontractors, insurers, financing institutions - provided that such entities are legally or contractually obliged to keep the confidential information confidential.
6. The obligations set out in this paragraph shall be binding during the term of the respective Agreement and for a period of 10 years after its termination or expiry.

§ 11 [Deliveries].

1. All declarations and notices between the Parties, may be made in the form of:
 - a) registered letter - sent to the address indicated in the Offer or the Contract as the Buyer's correspondence address; for the Seller this address is: .
Przemysłowa 39, 61-541 Poznań,
 - b) courier service - sent to the address indicated above,
 - c) e-mail - addressed to the person named in the Contract; for the Seller, communication may be addressed to office@conecto-profiles.com
2. In the event of a change of correspondence address or e-mail address after the Tender has been submitted, a party is obliged to inform the other party of such change well in advance. If this obligation is neglected, correspondence sent after a change of address by registered post or courier service will be deemed to have been duly delivered three days after posting, and correspondence sent by e-mail will be deemed to have been duly delivered 12 hours after being sent.

§ 12 [Applicable law].

The law applicable to the Contracts shall be the law of Poland and the INCOTERMS 2020 rules. The Parties expressly exclude in its entirety the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 to the Contracts.

§ 13 [Dispute resolution].

1. Should any disputes arise in connection with the performance of the Agreement, the Parties shall first use their best endeavours to reach an amicable settlement, in particular through appropriate negotiations.
2. If no agreement is reached, the court with exclusive jurisdiction over all disputes relating to the conclusion, performance or termination of the Contract shall be the Polish court with material jurisdiction over the Seller's registered office.

§ 14 [Consumer clause].

These T&Cs do not apply to transactions in which the buyer is a consumer within the meaning of Article 22¹ of the Civil Code of 23 April 1964 or a natural person carrying out a business activity, if the transaction is not of a professional nature for that person resulting from the subject of his/her business activity.

§ 15 [Applicability].

Should any provisions of the T&Cs prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions of the T&Cs.