

## GENERAL TERMS AND CONDITIONS OF SALE

IN THE CP TRADE GROUP  
(valid from 13 January 2026)

### 1. DEFINITIONS

For the purposes of these General Terms and Conditions of Sale, the following terms shall have the meanings assigned to them below:

**Delivery** – release of the Products in accordance with the Agreement.

**Warranty** – quality warranty granted by the Guarantor.

**Guarantor** – shall have the meaning assigned in clause 5.3.

**Polish Civil Code** – the Act of 23 April 1964 – the Civil Code.

**Buyer** – a natural person, legal person or an organizational unit without legal personality to which the law grants legal capacity, who has accepted the Offer.

**Offer** – an offer submitted by the Seller in written or electronic (email) form concerning the sale of Products and containing at least data identifying the Product and the proposed price.

**GTC** – these General Terms and Conditions of Sale of CP Trade Sp. z o. o.

**Products** – goods offered by the Seller.

**Complaint** – shall have the meaning assigned in clause 5.6.

**Seller** – an entity belonging to the CP Trade Group submitting the Offer, i.e. CP Trade Sp. z o. o., CP Trade Łódź Sp. z o. o., CP Trade Rzeszów Sp. z o. o., CP Trade Tarnów Sp. z o. o., CP Trade Poznań Sp. z o. o., CP Trade Mielec Sp. z o. o., CP Trade Energia i Gaz Sp. z o. o.

**Parties** – the Buyer and the Seller.

**Agreement** – shall have the meaning assigned in clause 2.3.

**Request for Quotation** – shall have the meaning assigned in clause 2.1.

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### 2. OFFER, ACCEPTANCE OF OFFER

**2.1.** A request for an offer, for availability of Products or for a price (the “Request for Quotation”) submitted by the Buyer in any form constitutes an invitation to submit offers and does not constitute an offer within the meaning of the Polish Civil Code, regardless of the name used (e.g. order, purchase offer, request for quotation).

**2.2.** A Request for Quotation submitted by the Buyer should contain elements identifying the Buyer (in particular the Buyer's business name or first and last name and registration number in the appropriate register), as well as specification of the Product and the quantity of the Product.

**2.3.** An agreement for the sale of Products offered by the Seller between the Parties (the "Agreement") is concluded upon submission of the Offer by the Seller and its acceptance by the Buyer. The application of Article 68<sup>2</sup> of the Polish Civil Code (implied conclusion of an agreement) is excluded.

**2.4.** The Seller's Offer contains designation of the Product, its quantity and the net price. The price is valid only with respect to the total quantity of Products offered by the Seller.

**2.5.** The price is a net value, i.e. it does not include VAT, customs duties or other public-law charges.

**2.6.** Subject to different provisions of the Offer, the price includes transport costs.

**2.7.** The price of the Products does not include possible insurance of the Products during transport, unless the Parties have agreed otherwise.

**2.8.** The Seller's Offer shall be binding for the period specified therein, and if no binding period is indicated, the Offer shall be binding for a period of 14 days.

**2.9.** The Buyer accepts the Offer in written form or by email.

**2.10.** Acceptance of the Offer containing changes, conditions or reservations shall be deemed submission of a new Request for Quotation. The application of Article 68<sup>1</sup> of the Polish Civil Code (acceptance of an offer with reservations between entrepreneurs) is excluded.

**2.11.** Acceptance of the Offer may be made by a person duly authorized to represent the Buyer. It shall be deemed that acceptance is binding upon the Buyer also if it has been made by a person who customarily handles commercial relations with other entities (e.g. a person presenting themselves as a sales representative, purchasing specialist or logistics specialist, etc.).

**2.12.** By accepting the Offer, the Parties shall be bound by these GTC. The application of other contract templates is excluded, including the Buyer's contract templates.

**2.13.** In the event of discrepancies, the following hierarchy of documents shall apply:

2.13.1. framework agreement (if concluded between the Parties);

2.13.2. Offer;

2.13.3. GTC.

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### **3. DELIVERY**

**3.1.** The Offer specifies the place of Delivery, and if no place of Delivery is indicated, the Products shall be delivered to the Buyer's registered office.

**3.2.** The Delivery date may be specified by the Seller in the Offer or separately after conclusion of the Agreement. This date depends on the manufacturer's stock levels or production schedules and may be subject to change. The Delivery date shall be binding upon the Seller only if, at the Buyer's express request, the Seller has indicated that the given date is a binding/final date.

**3.3.** The benefits and burdens related to the Products, as well as the risk of their accidental loss or damage, shall pass to the Buyer upon release of the Products to the carrier or upon release of the Products from the Seller's warehouse (if the Parties have agreed on personal collection by the Buyer from the Seller's warehouse).

**3.4.** It shall be assumed that a person present at the Buyer's registered office or at another place where the Buyer conducts business is authorized to collect the Products.

**3.5.** The Seller shall not be liable for delay in Delivery if case if the delay is attributable to the carrier.

**3.6.** In the event that the goods are not collected on the Delivery date, the Seller may demand that the Buyer reimburse the costs of transport back to the Seller's warehouse and pay remuneration for storage of the uncollected Products. In such a case, the amount of remuneration for storage of an uncollected Product shall be 0.5% of the net price of the uncollected Product for each day of storage. Failure by the Buyer to collect the Product shall not release the Buyer from the obligation to pay its price. Independently of storage and transport costs, the Seller may demand that the Buyer cover the damage incurred as a result of failure to collect the Products on the Delivery date.

**3.7.** If the Buyer fails to collect the goods within 7 days, the Seller may withdraw from the Agreement within 2 months from the planned Delivery date.

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#### **4. OBLIGATION TO EXAMINE DELIVERED PRODUCTS**

**4.1.** The Buyer is obliged to examine the Products at the time of Delivery with regard to:

- 4.1.1. any damage to the shipment or packaging;
- 4.1.2. quantitative conformity with the Agreement;
- 4.1.3. qualitative conformity with the Agreement.

**4.2.** Conformity of the Products with the Agreement and absence of damage to the shipment/packaging shall be confirmed by the Buyer's representative by a legible signature on the delivery document/consignment note.

**4.3.** If the shipment is damaged or if the Products are not compliant with the Agreement in terms of quantity or quality, the Buyer shall refuse acceptance of the Delivery or accept

the Delivery with an appropriate reservation entered in the carrier's report or in the report presented by the Seller (if the Parties have agreed on personal collection from the Seller's warehouse). In any case other than personal collection, the Buyer shall notify the Seller by email of refusal to accept the Delivery or acceptance with reservations within one business day from the Delivery date.

**4.4.** If a quality or quantity defect is discovered after receipt of the delivery, the Buyer shall be obliged to secure the goods in an intact condition and, in particular, shall not be entitled to use the contested goods until the Complaint has been examined by the Seller, under pain of losing the right to pursue any claims against the Seller.

**4.5.** Failure by the Buyer to perform or improper performance of the obligations related to examination of the Product described in clauses 4.1–4.4 shall exclude any liability of the Seller for proper performance of the Agreement, as well as exclude exercise of rights under the Warranty.

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## **5. SELLER'S LIABILITY. WARRANTY**

**5.1.** The Seller's liability under statutory warranty (in Polish: *rekojmia*) for physical and legal defects of the Product is fully excluded.

**5.2.** The Seller's liability for non-performance or improper performance of the Agreement, as well as tort liability if damage arose in connection with the Agreement, shall be limited to the net value of the Product to which the damage relates. The Seller's liability for lost profits is fully excluded.

**5.3.** The Products may be covered by a Warranty granted by the manufacturer or another entity, in particular by the manufacturer's representative in Poland (hereinafter: the "Guarantor"). The Seller does not grant a separate warranty.

**5.4.** The Warranty terms, including the Warranty period, shall be determined by the Guarantor. Unless otherwise specified by the Guarantor, the Warranty covers physical defects of the Products resulting from constructional, material or manufacturing defects, if they affect the usability of the Products.

**5.5.** A condition for exercising rights under the Warranty is proper performance by the Buyer of the obligation to examine the Product in accordance with clause 4 above. If, despite proper performance of the obligation to examine the Products upon Delivery, physical defects of the Product become apparent after the Delivery date, the Buyer shall notify the Seller of such non-conformity in writing or by email within 3 business days.

**5.6.** A Complaint shall be understood as:

5.6.1. refusal to accept the Delivery or acceptance of the Delivery with reservations (clause 4.3);

5.6.2. notification of the Seller of Product defects that became apparent after the Delivery date (clause 5.5).

**5.7.** The Seller shall examine the Complaint on behalf of the Guarantor or may forward it directly to the Guarantor, at the Seller's discretion. The Buyer shall deliver the complained Product to the Seller at the Seller's expense.

**5.8.** For the avoidance of doubt, submission of a Complaint shall not entitle the Buyer to withhold payment of the price.

**5.9.** If a Complaint is deemed unjustified, the Seller may demand that the Buyer cover the costs of the complaint procedure incurred by the Seller, in particular transport costs and expert opinions.

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## **6. FORCE MAJEURE**

**6.1.** Force majeure shall fully exclude the Seller's liability for non-performance or improper performance of the Agreement, in particular liability for delayed Delivery or delayed performance of other obligations.

**6.2.** Force majeure shall mean all circumstances beyond the Seller's control which prevent or significantly hinder performance of the Seller's obligations arising from the Agreement, including, inter alia: armed conflicts, riots, epidemics, states of emergency, strikes, protest actions, natural disasters, adverse weather conditions, new regulations rendering performance unlawful, and fortuitous events such as death, serious illness or traffic accident.

**6.3.** If circumstances resulting from force majeure persist for more than 30 days, either Party shall be entitled to withdraw from the Agreement. If the Agreement provided for delivery of the Products in parts, any withdrawal shall apply exclusively to the part not performed due to force majeure.

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## **7. SPECIAL RIGHTS OF THE SELLER. CHANGE OF CIRCUMSTANCES**

**7.1.** The Seller shall be entitled, at its discretion, to withdraw from any Agreement, suspend Delivery of any Product, demand immediate payment or demand prepayment if:

7.1.1 the Buyer is in delay with payment of any receivable;

7.1.2 has exhausted a factoring sublimit or other similar limit, or

7.1.3 if the Seller reasonably doubts the Buyer's financial standing.

**7.2.** The Seller may withdraw from the Agreement within 6 months from becoming aware of grounds for withdrawal.

**7.3.** The Seller may change the price in the event of changes in public-law charges (taxes, customs) or independent costs affecting the price (e.g. costs of delivery or manufacturing costs). The price change becomes effective upon e-mail notification to the Buyer explaining reasons for such change and does not require Buyer's consent. The entitlement of the Seller to amend the price expires at the Delivery of Products.

**7.4.** In cases described in section 7.3 above, the Seller may also withdraw from the Agreement no later than one month from learning of the cause, unless Delivery has occurred.

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## **8. PRICE AND PAYMENT**

**8.1.** All prices are net prices and shall be increased by VAT at the applicable rate.

**8.2.** The Buyer shall cover import duties if imposed.

**8.3.** Payment deadline is specified in the Offer – otherwise it is 14 days from the invoice date.

**8.4.** Prices are payable in Polish zlotys unless otherwise agreed. If the Offer specifies prices in a foreign currency, the final price in Polish zlotys shall be converted according to the exchange rate of PEKAO SA bank on the business day preceding the date of invoice issuance.

**8.5.** The Seller may unilaterally set off receivables (both due and undue receivables).

**8.6.** Discounts and bonuses under Buyer templates are excluded.

**8.7.** Payment date is the date funds are credited to Seller's account.

**8.8.** Should payment in instalments be agreed, delay in any instalment accelerates remaining amounts.

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## **9. CONFIDENTIALITY**

**9.1.** All information disclosed in connection with the Agreement constitutes confidential information regardless whether it was marked as confidential or not.

**9.2.** Confidential information includes business, pricing and product information.

**9.3.** Confidentiality obligation applies for 5 years from the execution of the Agreement, with trade secrets (as defined by Polish law) protected without time limits.

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## **10. DISPUTES. GOVERNING LAW**

**10.1.** The Parties shall seek amicable settlement of disputes.

**10.2.** The competent court shall be the court having jurisdiction over the Seller's registered office.

**10.3.** Agreements are governed by Polish law.

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## **11. EXPORT CONTROL AND SANCTIONS**

**11.1.** The Buyer is obliged to comply with all regulations concerning the control of exports or the export of Products.

**11.2.** By entering into the Agreement, the Buyer declares that they are familiar with the sanctions regulations introduced by the European Union and Poland in connection with Russian aggression against Ukraine, in particular the Act of April 13, 2022, on special measures to counter supporting aggression against Ukraine and serving to protect national security, as well as the European regulations listed therein, including Council Regulation (EU) No. 833/2014 of July 31, 2014, concerning restrictive measures in connection with Russia's actions destabilizing the situation in Ukraine.

**11.3.** By entering into the Agreement, the Buyer declares that it is not included on any sanctions list and that the Products are not intended for an entity included on any sanctions list.

**11.4.** Pursuant to Article 12g of Council Regulation (EU) No. 833/2014 of July 31, 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, if the Buyer is established in a third country (except for the partner countries listed in Annex VIII to that Regulation) or if the delivery is to be made to such a third country, the Seller expressly prohibits re-export to Russia and re-export for use in Russia of the goods listed in the described Article 12g.

**11.5.** In the event of a breach by the Buyer of the prohibition referred to in point 11.4 above, the Seller may demand the presentation of a corrective action plan and/or withdraw from the Agreement. The Buyer shall also be obliged to pay a contractual penalty of 20% of the net price of the Products affected by the breach. The Seller may claim damages in excess of the amount of the contractual penalty.

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## **12. FINAL PROVISIONS**

**12.1.** The Seller may transfer rights and obligations within its capital group. The Buyer requires written consent for any transfer of rights and/or obligations under the Agreement.

**12.2.** Invalidity of certain provisions does not affect remaining provisions.

**12.3.** The Seller shall inform the Buyer of changes. Amendments apply to Agreements concluded after notification.

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**Language clause**

*This English version is a faithful translation of the Polish original. In case of any discrepancies, the Polish version shall prevail.*