

GENERAL TERMS AND CONDITIONS OF SALE

(valid until 12 January 2026)

I. DEFINITIONS

For the purposes of these General Terms and Conditions of Sale, the following terms shall have the meanings set out below:

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

Seller – CP Trade spółka z ograniczoną odpowiedzialnością with its registered office in Kraków (30-733), ul. Obrońców Modlina 16, entered in the register of entrepreneurs of the National Court Register maintained by the District Court in Kraków, 11th Commercial Division of the National Court Register under KRS number 0000076601, holding tax identification number (NIP) 873-23-95-953, with share capital in the amount of PLN 1,000,000 fully paid up, as well as companies belonging to the CP Trade Capital Group.

Delivery of the GTC – shall occur upon submission of an offer and acceptance of its terms; the GTC are available at the electronic address: www.cptrade.pl/OWS.pdf.

Acceptance of the GTC – shall occur upon acceptance of the offer as well as upon submission of an order and conclusion of a sales agreement.

Making the GTC Available – the GTC are available at the electronic address: www.cptrade.pl/OWS.pdf.

Written Form – a form equivalent to the written form referred to in Article 78 of the Polish Civil Code shall be deemed to include a message sent via electronic mail, provided that it contains data properly identifying the sender (first and last name, telephone number) and is sent from an address containing the corporate domain of the Seller or the Buyer.

Parties – the Seller and the Buyer.

Goods – Products and Services included in the Seller's current commercial offer, together with documentation and the necessary software (in the singular or plural depending on the context used within individual provisions of these GTC).

Agreement – a transaction for the sale of Goods concluded by submitting an Order in accordance with these GTC or, in special cases, by signing a separate written agreement.

Polish Civil Code – the Act of 23 April 1964 – the Civil Code (consolidated text: Journal of Laws of 2016, item 380, as amended).

Delivery – delivery of goods or services to the address indicated in the Order or to the company's registered office.

Order – acceptance of the Seller’s offer or actions aimed at ordering the Goods and assuming obligations arising from the Agreement, in particular payment for the Goods delivered by the Seller, whichever occurs first.

Buyer – a natural person, legal person or an organizational unit without legal personality to which the law grants legal capacity, submitting an Order for the purpose of purchasing Goods.

Warranty – quality warranty.

Complaint – a claim submitted in a complaint notification.

II. GENERAL PROVISIONS, OFFER, ACCEPTANCE OF OFFER, ORDER

1. The rights and obligations of the Parties are defined in the sales agreement or service agreement concluded by the Parties, in these General Terms and Conditions of Sale (hereinafter: the “GTC”), and to the extent not regulated therein – by the provisions of the Polish Civil Code. In the event of discrepancies, the following hierarchy of documents shall apply:
 - a) these GTC;
 - b) the Agreement;
 - c) the Order;
 - d) other arrangements made between the Parties.
2. An Agreement is concluded by acceptance of the Seller’s offer by the Buyer or by submission of an Order by the Buyer.
3. The Seller’s offer may not be modified by the Buyer.
4. The Incoterms 2010 rules specified in the offer are intended solely to determine the place and price of delivery.
5. The Parties exclude the possibility of applying contract templates other than these GTC; in particular, the Seller does not accept the Buyer’s contract templates, to which the Buyer hereby consents.
6. In the event that the Buyer submits a declaration of acceptance of the offer subject to changes or supplements (including by introducing a contract template applied by the Buyer), conclusion of an agreement incorporating such changes or supplements shall require the Buyer to submit an explicit request for acceptance of such changes or supplements and a declaration by the Seller accepting the Order together with an explicit declaration of acceptance of the changes or

supplements introduced by the Buyer. Otherwise, the Agreement shall be concluded exclusively on the basis of the Seller's GTC.

7. In the event of identical or mutually cancelling provisions contained in the Seller's GTC and the Buyer's general terms and conditions, the Seller's GTC shall take precedence and prevail.
8. The Buyer accepts the offer by submitting an Order. Submission of an Order constitutes acceptance of the Seller's GTC. The Order may be submitted both in written and electronic form, including by email or fax.
9. An Order submitted by the Buyer should contain the following elements:
 - a) data of the ordering party;
 - b) specification of the ordered goods by reference to the trade name or manufacturer's designation, in accordance with the Seller's codification. The manufacturer's designation and catalogue number shall take precedence over the Buyer's description, and the Order shall be fulfilled in accordance with the manufacturer's catalogue designation;
 - c) quantity of the ordered goods.
10. In the case of an Order placed with the Seller for the first time, the Buyer shall attach copies of registration documents thereto.
11. The Buyer may not transfer all or part of its rights and obligations arising from the Agreement concluded with the Seller to another entity without the Seller's prior written consent.
12. If the Seller harbours doubts as to the Buyer's financial standing or if the Buyer delays payment for previously delivered goods, the Seller shall be entitled to suspend further deliveries of goods, requesting appropriate security for payment within 3 days, and after expiry of this period – to withdraw from the Agreement. The Seller shall be entitled to withdraw from the Agreement within 6 months from the date on which it became aware of the occurrence of grounds for withdrawal.
13. Templates, diagrams and drawings attached by the Seller to the offer, as well as information provided in catalogues, brochures and technical specifications, do not constitute part of the offer, are for illustrative purposes only and do not create an obligation on the part of the Seller to deliver goods in accordance with such templates, diagrams or drawings. Such information shall become binding on the Seller only if expressly confirmed by the Seller, in particular at the Buyer's request.

III. DELIVERY

1. Delivery dates specified in the offer or in the order confirmation are indicative dates. If the Buyer has not indicated another unloading location, it shall be assumed that such location is the Buyer's registered office or warehouse. Upon the Buyer's express request, the Seller shall inform the Buyer of the exact delivery date by electronic mail. Upon release of the goods to the carrier, the benefits and burdens related to the goods, as well as the risk of loss or damage thereto, shall pass to the Buyer. The Seller shall be liable for delay in delivery of the goods only in the event of the Seller's sole fault and only up to the value of the undelivered part of the Order.
2. A person collecting the goods on behalf of the Buyer shall hold an authorization issued by a person authorized to represent the Buyer, unless the Order or another document indicates authorization to collect the goods. It shall be deemed that persons collecting goods at the Seller's premises are authorized by the Buyer to collect the goods.
3. A person collecting the goods on behalf of the Buyer shall be obliged to inspect and confirm, by a legible signature on the delivery document (consignment note, dispatch specification, invoice), the conformity of the goods with the Order in terms of quantity and quality at the time of collection.
4. If, at the time of collection of the goods from the carrier, the Buyer identifies a discrepancy between the goods actually delivered and the goods specified in the transport documents, or identifies damage to the goods or their packaging, the Buyer shall immediately enter its reservations on the carrier's copy of the consignment note or on the goods specification, or draw up a separate shipment receipt protocol containing a full description of the damage and bearing the carrier's signature, and then notify the Seller thereof in writing. Failure to fulfil these obligations shall constitute:
 - a) waiver by the Buyer of its rights in the case of damage to the goods;
 - b) consent by the Buyer to amend the Agreement with regard to the designation of its subject matter and price in the case of discrepancies.
5. 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 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.
6. In the event of failure to collect the goods, the Seller may demand reimbursement of transport costs and payment of remuneration for storage of the goods amounting to 0.5% of the net value of the uncollected goods for each day of storage. Failure to collect the goods shall not release the Buyer from the obligation to pay the price.

7. The Seller shall not be liable if the delivery of goods is impossible or delayed for reasons beyond its control, in particular if it is caused by force majeure, which includes, among others, random events, war, strikes, government regulations (including trade embargoes) – also if these causes occurred on the part of the Seller's supplier. The Seller is obliged to inform the Buyer about the reasons for the delay or impossibility of delivery, unless circumstances prevent such notification. If the delay exceeds 30 days, each party shall have the right to withdraw from the contract without the right to claim any compensation. If the contract provided for the delivery of goods in parts, any withdrawal from the contract shall apply only to the delayed part of the performance and not to the performances scheduled for a later date.
8. The Seller does not accept returns of goods delivered in accordance with the Agreement.
9. Cancellation of an order after conclusion of the contract is not permitted. In the event of refusal by the Buyer to accept the goods or submission by the Buyer of a statement of withdrawal from acceptance of the goods, the moment of delivery of the goods shall be deemed to be the date of refusal by the Buyer to accept the goods or the date of notification to the Buyer that the goods are ready for collection, as applicable. In such a case, the Buyer authorizes the Seller to submit a statement of acceptance of the goods by the Buyer.
10. If the Buyer fails to collect the goods within 3 months, the Buyer consents to disposal of the goods by the Seller at the Buyer's expense.

IV. INSTALLATION, COMMISSIONING, SERVICE

1. In order to enable the Seller to perform the service properly, the Buyer is obliged to:
 - a. Inform the Seller about the rules of access to the plant premises, movement around the plant premises, working conditions, and provide (if applicable) appropriate documents/passes authorizing entry or access and movement around the plant premises;
 - b. Provide transportation of tools, spare parts, and auxiliary materials if the Seller is unable to reach the place of service performance;
 - c. Prepare the place and surroundings where the service will be performed in accordance with health and safety regulations and the requirements of the service being performed;

- d. Provide persons performing the service with a safe place to change clothes, store personal belongings under lock and key, and access to sanitary facilities;
 - e. Provide persons performing the service with a secure place to store tools and materials.
2. Failure to ensure the above conditions entitles the Seller to withdraw from the Agreement and charge a contractual penalty of 10% of the agreed remuneration. If the Seller's damage exceeds the amount of the contractual penalty, the Seller may claim supplementary compensation on general terms.
 3. Acceptance of the work performed by the Seller shall take the form of an acceptance report signed by authorized representatives of the Seller and the Buyer. If the Buyer fails to accept the work or refuses to sign the report, the Seller shall set an additional deadline for the Buyer to accept the work, after which the acceptance shall be deemed to have been made by both Parties on the originally set date.
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V. TECHNICAL SUPPORT AND CONSULTING

1. The Seller determines the scope and purpose of consulting and bears no liability for any other use.
 2. The Buyer warrants that the Seller's use of designs, instructions, and other documents provided by or on behalf of the Buyer for support or consulting purposes will not constitute an infringement by the Seller of any copyright, patent, trademark, design right, or other rights protected by law. The Buyer shall indemnify the Seller and hold the Seller harmless from and against any claims for infringement of rights and damages and expenses resulting from such infringement (including, without limitation, legal fees and other charges and expenses) in connection with the advice provided by the Seller.
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VI. INVOICE, PAYMENT

1. Where settlement currency is EUR, payment shall be made exclusively in EUR.
2. The Seller reserves the right of set-off and assignment of receivables.
3. Discounts and bonuses from Buyer's templates are excluded.
4. Complaints do not entitle the Buyer to withhold payment.
5. Payment deadline is calculated from the invoice date.
6. Payment date is the date of crediting Seller's account.

7. If the amount due under the invoice has not been paid within the specified time limit, the Seller shall be entitled to:
 - a. Make all invoices whose payment terms have not yet expired immediately due and payable;
 - b. Demand that the Buyer pay the price before the date of delivery of goods resulting from other orders already accepted for execution;
 - c. Charge statutory interest on overdue amounts.
 8. If the Parties agree on payment terms for the goods in installments, a delay in payment of any installment shall automatically result in the remaining amount becoming immediately due and payable.
 9. The condition for returning the goods is the physical collection of the returned goods by the seller and their positive verification of the condition of the returned goods. The Buyer acknowledges and accepts that these conditions are considered to be fulfilled at the moment of issuing a corrective invoice (for the return of these non-defective goods) by the seller.
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VII. WARRANTY, STATUTORY WARRANTY

1. The Seller transfers the manufacturer's warranty only.
2. Claims require detailed defect information.
3. The Buyer must inspect goods immediately.
4. The warranty covers only physical defects in the goods arising from causes inherent in them at the date of delivery – design, material, and workmanship defects – if they reduce the usability of the goods or if the goods do not have the properties that the Seller assured the Buyer of.
5. Complaints must be submitted immediately, however not later than within 7 days from detecting the defect.
6. Failure results in loss of rights.
7. Complaints do not suspend payment.
8. Unjustified complaints may be charged.
9. The warranty does not cover:
 - a. Natural wear and tear of components or parts of the equipment;

b. Damage to the goods caused by the user as a result of improper use or use contrary to the instructions for use or operation of the goods, including their assembly, installation, and maintenance;

c. Damage to the goods caused by their use contrary to their intended purpose, in particular by failure to follow the operating instructions;

d. Damage to the goods caused by the use of inappropriate consumables;

e. Damage to the goods resulting from repairs carried out by unauthorized persons;

f. Modifications and structural changes.

10. Warranty applies only to the first Buyer.

11. Statutory warranty (in Polish: *rekojmia*) is excluded pursuant to Article 558 §1 of the Polish Civil Code.

VIII. LIMITATION OF LIABILITY

In the event that the Seller is liable in connection with the performance of the contract, the total amount of compensation due, regardless of the legal basis on which it is claimed, shall not exceed 15% of the value of the contract. The Seller shall also not be liable for lost profits and indirect and consequential damages of the Buyer. The above limitation of liability shall not apply in cases where liability for damages is mandatory under mandatory provisions of law.

IX. PROTECTION OF INDUSTRIAL PROPERTY RIGHTS, PERSONAL DATA

1. By accepting these GTC, the Buyer consents to the processing of their personal data by the Seller and entities acting on behalf of the Seller for the purpose of performing the contract, as well as for marketing purposes.

2. The goods delivered by the Seller and all related cost estimates, drawings, and offer documents are protected under the provisions of laws protecting economic trade and intellectual property rights. Cost estimates, drawings, and offer documents are the property of the Seller and may not be made available to third parties without the Seller's written consent.

3. Each party undertakes, on its own behalf and on behalf of its agents, representatives, and employees, to treat the other party's confidential information as strictly confidential and not to disclose it to third parties or make it known to third parties.

4. Confidential information shall be understood to mean any information concerning the parties' activities, processes, product range, internal affairs, including, but not limited to,

technical, practical, and commercial information that one party discloses to the other party, directly or indirectly, in writing, orally, or in any other form.

5. Confidential information may be disclosed to those representatives and employees of the party to whom disclosure is necessary for the performance of the agreement. Neither party may use the other party's confidential information for purposes other than the performance of the agreement. The obligations regarding use, disclosure, and confidentiality do not apply to information:

- a. That was known to the receiving party prior to its receipt from the other party;
- b. That was publicly available prior to its receipt by the receiving party;
- c. Which becomes publicly available after its receipt by the receiving party, through no fault of the receiving party or its employees, agents, or representatives;
- d. Which, after its receipt by the receiving party, is disclosed to the receiving party by a third party entitled to disclose it;
- e. Whose disclosure is required by law or by a decision of a competent authority;
- f. Which have been developed by the receiving party independently of the other party's confidential information.

6. Each party shall ensure that the other party's confidential information is stored securely. All copies of the other party's confidential information shall be returned immediately upon request, unless the storage of such copies is required for the receiving party's internal purposes.

7. The Seller retains the rights and title to all patents, inventions, utility models, designs, and other intellectual property rights owned by the Seller. Unless otherwise agreed by the parties, the Seller shall also retain title to all patents, inventions, utility models, designs, and other rights recorded in any form that have been discovered, created, put into practice, or otherwise generated as a result of the services provided by the Seller, including support or consulting services (hereinafter referred to as "service results"). The Buyer shall be obliged, without limitation to the duration of the Seller's service, to disclose all service results to the Seller. In the event that any service results are generated by the Buyer and to the extent that the Buyer generates them, the Buyer hereby assigns and transfers to the Seller, without additional remuneration, all rights and titles to such service results and shares therein. The Buyer shall be obliged to complete all necessary formalities and ensure that its employees and agents complete all necessary formalities required for such assignment and transfer of rights.

X. DISPUTES

1. The Seller and the Buyer shall endeavor to settle amicably any disputes arising in connection with the performance of contracts covered by these terms and conditions.
2. If it is not possible to settle the matter amicably, the court competent for the Seller's registered office shall have jurisdiction to settle the dispute.

XI. FINAL PROVISIONS

1. Sales agreements and service agreements concluded by the Seller shall be governed by Polish law.
2. If certain provisions of the GTS become invalid as a result of the introduction of different statutory regulations, the remaining provisions shall remain valid.
3. Any verbal agreements and assurances made by both the Seller and the Buyer require written, documentary, or electronic confirmation to be valid.
4. The Seller shall inform the Buyer of any significant changes to these GTS. Such changes shall not necessitate any amendments to the agreement concluded between the Parties.

Management Board of CP Trade Sp. z o. o.

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