

## I. General Terms and Conditions of Sale and Delivery of Products and Services of Aluron K. Baran i Wspólnicy S.K.A. – Application Scope

1. This document defines the General Terms and Conditions of Sale and Delivery of Goods and Services offered by Aluron K. Baran i Wspólnicy S.K.A., hereinafter referred to as the Seller.
2. The General Terms and Conditions of Sale, Delivery and Services, hereinafter referred to as GTC, constitute an integral part of, respectively, order confirmation, pro forma Invoice, sales invoice or individual commercial agreement in which the Terms and Conditions of cooperation between the Parties are specified, depending on the type of document adopted by the Parties.
3. Entering into an individual commercial agreement between the Parties or the acceptance by the Buyer of an offer, an order confirmation or a pro forma Invoice, a sales invoice or an external release (ER) document shall constitute the acceptance of GTC, with the exclusion of provisions agreed in writing by both Parties as formulated differently.
4. GTC documentation shall be published on the Seller's website [www.aluron.eu](http://www.aluron.eu).
5. Definitions.
  - a) The term "Goods" shall be understood as goods offered by the Seller via catalogue, price list or individually, all of them being subjects of sale/delivery to the Buyer.
  - b) The term "Services" shall be understood as works offered by the Seller via catalogue, price list or individually, as well as those performed from material entrusted by the Buyer.
6. The provisions contained in individual commercial agreement entered into by and between the Parties that are different from the provisions of the GTC shall take precedence over the provisions of the GTC.

## II. Exchange of Information Concerning the Products and Services Delivery and Sale

1. Any and all information, notifications, orders, confirmations, as well as requests and demands made by the Parties shall be executed in writing. The Seller, after prior authorization of the Buyer's email addresses, allows electronic form of information exchange with the Buyer.
2. The exchange of information concerns the following in particular:
  - a) Goods price lists, planned price changes, dates of new price lists implementation, as well as introduction of/changes to goods catalogues,
  - b) software updates,
  - c) technical and commercial information on goods innovations/changes,
  - d) complaint procedures,
  - e) order confirmations,
  - f) material offers and quotations,
  - g) invoices,
  - h) additional agreements,
  - i) requests (including payment requests),The exchange of information shall be carried out via electronic media, in the form of information and files placed in the authorized electronic area of [www.aluron.eu](http://www.aluron.eu) website, or sent via e-mail to the Seller from the address containing the [aluron.eu](http://aluron.eu) or [aluron.pl](http://aluron.pl) domain.
3. Any and all changes affected by the exchange of information shall come into effect as of the date indicated by the Seller.

## III. Validity of Seller's Agreements, Offers and Quotations

1. Any and all agreements and offers within the meaning of Article 66 of the Polish Civil Code are binding for the Seller after being signed by persons authorized to act on behalf of the Seller, in accordance with the principle of representation disclosed in the register of entrepreneurs or by authorized representatives.
2. The period of validity of offer, material quotation or other documents prepared by the Seller shall be specified by the Seller in each case in the said documents. In the event of failure to specify the term referred to in the preceding sentence, the terms specified in the offer, quotation or other document shall be binding on the Seller solely as of the date of issuance of that document.

## IV. Prices for Products or Services

1. Prices are net prices set in accordance with the price list valid on the day order confirmation by the Seller. VAT shall be added to net prices by the Seller at the rate applicable on the invoice date.
2. The Seller reserves the right to change the price after order is confirmed in the event of statutory changes to the forms of taxation of goods and services, in particular changes to VAT. Prices shall include the cost of packaging of goods, according to the standards used by the Seller. In justified cases, the Seller reserves the right to change or increase the price should any additional costs for non-standard packaging be incurred. In special cases, especially in relation to large-size goods as well as those characterized by the inadequate packaging value in comparison to their own value, the Seller may sell the packaging of goods, lend it against a returnable deposit, or leave the packaging disposal at the Buyer's discretion.
3. Should the Parties not agree otherwise, prices shall be understood as EXW prices, the Seller's warehouses in Zawiercie or Poznan, as established in Incoterms.
4. The Seller's price lists shall include standard services and catalogue goods only. Products and services not included in the price list are subjected to individual price calculation.

---

## V. Orders and Orders Execution

1. All orders must be placed in writing or issued in accordance with the electronic file exchange agreed between the Parties. The Buyer is obliged to provide a return e-mail address to enable the Seller any order processing and confirmation procedures.
2. The order acceptance executed by the Seller shall be conditional upon its written confirmation containing the terms, prices and dates of completion. Failure to confirm the order by the Seller shall be tantamount to the refusal of the order execution. The Seller hereby reserves the right to refuse any order in a tacitly manner.
3. A confirmed order shall be binding for the Parties.
4. A confirmed order may be withdrawn or modified by the Buyer only upon written consent of the Seller.
5. Should any order be canceled or modified prior to production commencement, the Buyer shall pay the Seller liquidated damages in the amount of 15% of the order value.
6. In the event of cancellation or modification of already completed order or order which is under execution, the Buyer shall be bound to pay the entire order value.
7. Should the Buyer withdraw from the order, it shall lose the right to the advance payment reimbursement.

---

## VI. Transport, Storage and Assembly:

1. Unless agreed otherwise between the Parties, the Buyer shall be obliged by its own efforts and at its own expense to collect the order at the date and place indicated by the Seller and during the working hours of a given warehouse.
2. The Buyer shall be obliged to collect the order by means of a transportation suitable in terms of weight, dimensions, load safety, as well as protection against weather conditions. Should no suitable means of transportation or required loading space be established, the Seller may refuse to release the order or may refuse to provide loading assistance.
3. The order shall be transported in baskets, on pallets or on racks specially designed for this purpose; for the whole duration of the transport the transported goods shall be protected against weather conditions and displacement by means of special straps designed for this purpose. Transportation straps used to secure the order must not cause any deformation, scratches and/or other mechanical defects to the order being transported.
4. The Seller shall not be liable for any damage caused by the Buyer's failure to comply with the aforesaid rules and those caused in relation to the loading, transport, unloading and assembly of the material executed in a manner that does not comply with occupational health and safety rules, road traffic regulations as well as other applicable regulations.
5. All risk of goods damage or loss shall be transferred upon goods release to the Buyer or to a carrier acting on behalf of the Buyer. Goods release shall be understood as physical transfer of goods to the Buyer or to the carrier acting on behalf of the Buyer, together with the delivery documentation. The Buyer shall inspect goods before their release for their compliance with quantity, packaging and evident defects. Should any non-compliance in the quantity or packaging of goods or any other evident defects be found, the Seller shall be obliged to immediately describe non-compliance or defects in the delivery documents in the presence of the Seller's representative under the pain of losing the right to file claims. Goods release to the Seller shall take place on the basis of the delivery document. Signing the delivery document by both Parties without reservations shall mean that goods have been released in the quantity indicated in the delivery document and that they are free of any evident defects.
6. In the event of an agreed delivery made by the Seller's means of transport, the Buyer undertakes to take delivery of goods at the place of delivery in a timely and technically efficient manner and to carry out the acceptance procedure as to their quantity, packaging and quality in reference to evident defects. Any risk of damage or loss of goods shall be transferred to the

Buyer upon commencement of unloading. The Buyer is obliged to examine the condition of the delivered order to determine whether it has been evidently damaged in transit. Should delivered goods be found inconsistent in terms of quantity or should evident damage be found, the Buyer is obliged to immediately draw up a complaint report with the participation of the carrier or other Seller's representative. In the event the condition of the order did not raise any objections at the time of its receipt, but the damage was discovered at the order opening, the Buyer is obliged to immediately notify the Seller about the discovered defects of goods under the pain of losing the right to file claims. Failure to immediately notify

the Seller about the discovered defects shall entitle the Seller not to review the case. The risk of damage or loss shall be transferred to the Buyer upon the acceptance of the subject of the agreement.

7. If goods unloading or loading procedures at the agreed place is impossible for reasons for attributable to the Buyer, the Buyer shall cover the costs of storage and insurance of goods at a flat rate of 0.3% of the gross value of goods, but not less than PLN 100 net calculated for each day of storage started, as well as the costs of re-transport.
8. The Seller reserves the right to make deliveries in lots.

---

## VII. Services Performance:

1. The Terms and Conditions for the services performance executed by the Seller shall be specified by the Seller each time before any acceptance for performance.
2. The Seller shall perform the services on material entrusted to the Seller with the Buyer's consent and at his responsibility and risk.
3. The material entrusted with the service shall be properly prepared and protected by the Buyer in accordance with the requirements provided by the Seller. The Seller shall not be liable for items packaging, storing and transporting procedures executed by the Buyer – this applies both to the material delivered for the service performance and to the material used after the service performance.
4. The Seller shall not verify the material delivered for the service performance. The Seller shall not be liable for material supplied by the Buyer in improper condition with evident or hidden defects resulting with impossibility of proper service performance. Should such defects be found, the Buyer shall lose the right to file claims.
5. The Seller may, without any consequences on the part of the Buyer, at any time refuse service performance, or perform service on the material delivered despite the fact that it was deemed defective by the Buyer. The Buyer shall be liable for the material delivered, as well as the consequences of its use.
6. Should the Buyer fail to provide the Seller with material specification of the components covered by the service provision or requirements in respect of service provision, the Seller shall be excluded from bearing liability for damage that can potentially be made to the material during the service, transport or storage procedures.
7. Unless agreed otherwise by the Parties, services shall be subject to the standards of quality, assessment and packaging provided by the Seller.

---

## VIII. Products or Services Quality Warranty

1. The scope and conditions of warranty are established in the Warranty Certificate.
2. A complaint must be made in writing to be reviewed.
3. The manner of reporting and handling a complaint is specified in the Warranty Certificate.
4. Force Majeure:
  - a) The Seller shall not be liable for failure to execute or improper execution of delivery should it result from extraordinary events remaining beyond the Seller's control, in particular an act of state authority or Force Majeure.
  - b) The term "Force Majeure" shall be understood as an event that neither could be expected nor prevented by the Seller, including: natural disasters, wars, social unrest, mobilizations, lack of raw materials, transport disruptions, strikes, pandemics, lockdowns.
  - c) The Seller shall immediately notify the Buyer about any obstacle to the performance of the sale of goods or services. In case such an event occurs, the Seller shall be entitled to terminate the agreement without the Parties being entitled to make claims for damages.

---

## IX. Payment Conditions for Products or Services

1. The Buyer shall be obliged to prepay the price for goods or services prior to the receipt of the ordered goods or services. If the Parties agreed otherwise, the Buyer undertakes to pay the price for goods or services by the date specified in sales invoice.
2. The payment date shall be understood as the date on which the Seller's bank account is credited.
3. The Buyer shall not have the right to withhold or refuse to pay the price for goods or services in the event of filing a complaint or making any other claims related to the

- delivery or sale of goods or services.
- Should a delay in payment occur, the Seller shall be entitled to claim interest.
  - Should the Seller become aware of a degradation of the Buyer's financial situation or any limitation of the Buyer ability to pay its liabilities, the Seller reserves the right to demand security for the payment of the ordered goods, also after the Seller has confirmed the terms and conditions of the order. The Seller reserves the right to demand that the Buyer provides collateral in respect of

- payment for the ordered goods also after the Seller has confirmed the terms and conditions of the order. Should the Buyer fail to provide the required collateral, the Seller shall have the right to suspend the order execution or to refuse to accept another order until all liabilities, including those that are not due, are paid and the Buyer provides the required collateral.
- The Buyer shall not be entitled to make any deductions within the meaning of Article 498 of the Polish Civil Code from remuneration due to the Seller.

---

## X. Confidentiality Clause

- The Personal Data Controller is Aluron K. Baran i Wspólnicy S.K.A., address: ul. Podmiejska 11, 42-400 Zawiercie; Tax Identification No. (NIP): 9462343265; Business Statistical No. (REGON): 432490395, National Court Register No. (KRS): 0000103157.
- The Data Protection Inspector of the Data Controller can be contacted at the following e-mail address: iod@itmfox.pl.
- Personal Data shall be processed by the Data Controller on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such Data and repealing Directive 95/46/EC, hereinafter referred to as GDPR.
- Personal Data provided is processed for the following reasons:
  - in the case of clients who are natural persons - to take action prior to the entering into the agreement at the request of the data subject or to perform the agreement, under Article 6(1)(b) of the GDPR,
  - in the case of customer representatives - to carry out ongoing cooperation with the customer they represent, under Article 6(1)(f) of the GDPR,
  - to comply with legal obligations of the Data Controller concerning, inter alia, maintaining any accounting records, under Article 6(1)(c) of the GDPR,
  - to pursue claims resulting from entered agreements, under Article 6(1)(f) of the GDPR,
- for direct marketing of our own goods and services, under Article 6(1)(f) of the GDPR,
- Personal Data provided, depending on the purpose of data processing, shall be processed by the Controller:
  - for the term of the agreement,
  - for the period of performance of legal obligations and for the time in which legal regulations prescribe data processing,
  - until the period of limitation for claims under the agreement, until the consent is withdrawn,
- The provision of Personal Data is voluntary, however it is necessary to undertake actions prior to entering into the agreement at the request of the data subject, or to perform the agreement.
- Personal Data may be made available to other entities only on the basis of applicable legal provisions.
- Personal Data provided shall not be transferred to third countries.
- Data subject shall have the right to access, rectify, update and restrict processing of his/her data, and, to the extent not otherwise provided by law, the right to erasure, to object to processing and to data transfer.
- Data subject has the right to lodge a complaint with the supervisory authority should he/she consider that the processing of his/her Personal Data violates the provisions of the GDPR.
- Personal Data shall not be processed by automated means, including profiling.

---

## XI. Final Provisions

- In matters not settled by these General Terms and Conditions of Sale and Delivery, applicable legal provisions shall apply, in particular the provisions of the Polish Civil Code.
- Disputes arising in connection with the entering into or performance of the agreement of sale or delivery of goods or services shall be settled by the court having jurisdiction for the Seller's registered office or by the District Court Katowice-Wschód in Katowice or by the Regional Court in Katowice, respectively, or any other court of the Seller's choice.