

General Sales Conditions of Interstal S.A.

1. PREAMBLE

These General Sales Conditions, hereinafter referred to as "GSC", govern the rules for the sale of goods by Interstal Spółka Akcyjna with its registered office in Kraków at: 30-733 Kraków, ul. Obrońców Modlina 7 D, VATIN: 663-168-93-62, KRS number 0000289226, Share capital: PLN 142 230, hereinafter referred to as the **Seller**.

- 1.1. The **Purchaser**, within the meaning of "GSC", is an entrepreneur running a business, commercial law company or other entity or organizational unit with legal capacity, purchasing goods as part of the business activity.
- 1.2. Placing an order by the Purchaser means that he has familiarized himself with the GSC and accepts the following terms of order fulfillment. The content of GSC is available on the website www.interstal.pl and at the headquarters and branch offices of the Seller.
- 1.3. The sale of goods by Interstal S.A. is carried out only on the basis of written orders placed by the Purchaser.

2. ORDERS

- 2.1. The Purchaser orders the goods from the Seller in accordance with the rules set out in the GSC, observing the names and symbols of the assortment used by the Seller available on the website www.interstal.pl and at the headquarters or branch offices of the Seller. Possible errors caused by improper or inaccurate designation shall be borne by the Purchaser.
- 2.2. The Purchaser places an order in writing and sends it via traditional mail, email or submits it in person at the company's headquarters in Kraków at ul. Obrońców Modlina 7 D, or at any Interstal S.A. trading point. The Purchaser should make sure that the order sent via email has reached Interstal S.A in a legible form.
- 2.3. In order to conclude a sales agreement with a deferred payment date, the Purchaser should send, prior to the transaction, the photocopies of the documents listed below to the general address of Interstal S.A. or to the correct email address of the agent acting on behalf of Interstal S.A.: registration document confirming business activity, Tax Identification Number (NIP), Official National Business Register Number (REGON) and appropriate authorization for the receipt of goods, if the recipients are other than those designated to represent the Purchaser in registration documents. Documents from National Court Register (KRS) must not be older than 3 months.
- 2.4. The order is accepted for fulfilment upon its approval by the Seller. The Purchaser shall receive notification from the Seller about the acceptance of the order for fulfilment.

- 2.5. The deadline for the fulfillment of the order is sent to the ordering party by the Seller in writing via fax or e-mail.
- 2.6. In case of doubt, the offered prices are net prices not including VAT.
- 2.7. Acceptance of the order for fulfillment is tantamount to the conclusion of the sale and purchase agreement with the Purchaser and the obligation of goods receipt.
- 2.8. The Purchaser who wants to cancel an order is obliged to do it in writing within 24 hours from the date of placing the order, via email sent to the address appropriate for the person servicing the Purchaser.

3. TERMS OF PAYMENT

- 3.1. The goods remain the property of the Seller until settlement of the total purchase amount by the Purchaser.
- 3.2. When purchasing, the Purchaser can choose three forms of payment for the goods:
- Cash payment :
 - Payment at the cash desk of company's office or another branch office of Interstal S.A. at the time of personal receipt of goods up to the amount specified by law - no more than 15 000 (fifteen hundred) PLN gross /.
 - Cash on delivery (COD) i.e. payment at the time of receipt of goods by the Purchaser at the place of delivery indicated. The goods will be delivered by the shipping company to the address indicated previously by the Purchaser. If the goods sent with payment on delivery are not received or receipt is prolonged due to the fault of the Purchaser, he will be required to cover the incurred costs.
 - Transfer before collection of goods - Pre-payment.
 - Transfer with a deferred payment date according to individually agreed payment terms and conditions that the Purchaser must meet in order to get the option of deferred payment - a bank transfer.
- 3.3. Transactions with a deferred payment date require the prior consent of the Seller. If the goods are delivered despite the lack of prior consent for the deferred payment date, it is assumed that the payment of the price for the goods should take place on the day of delivery.
- 3.4. The Purchaser is obliged to indicate the chosen payment method in the order form.

- 3.5. Transactions with a deferred payment date are subject to insurance according to the terms and conditions of an insurance company or according to an individual decision of Interstal S.A. Depending on the amount of the credit limit granted by Interstal S.A., an insurance company or Interstal S.A. may ask the Purchaser for additional financial documents needed to insure the payment. Lack of these documents or lack of confirmation of appropriate credit capacity will result in the refusal to grant a credit limit and refusal of consent for a transaction with a deferred payment date. When the transaction is insured by the insurance company, Interstal S.A. will not be capable of influencing the independent assessment of credit capacity carried out by an external insurance company.
- 3.6. In order to obtain Seller's consent for transfer with a deferred payment date, the Purchaser who orders the goods at Interstal S.A. must not be in arrears with current payments. He should also make at least twice earlier payment to Interstal S.A. for the goods in cash or prepayment in the amount of minimum 5000 / five thousand / PLN net on two different days.
- 3.7. Interstal S.A. reserves the right to unilaterally change the terms of payment, block the release of goods and reduce the credit limit when the Purchaser is in arrears with amounts due to Interstal S.A. or in the event of receiving information from the insurer on the lack or reduction of the Purchaser's credit capacity. The Seller will inform the Purchaser about the change in payment terms.
- 3.8. The Purchaser, when purchasing goods manufactured or ordered by Interstal S.A. at the Purchaser's request, is obliged to pay Interstal S.A. an advance payment in the amount of **30 percent of the gross price**. In the event of Purchaser's withdrawal from the agreement, cancellation of the order or the necessity to withdraw from the agreement by the Seller for reasons attributable to the Purchaser, the advance payment will not be refundable and will be treated as a down payment within the meaning of the Civil Code.
- 3.9. The Purchaser is obliged to timely pay the amount due for the goods indicated in the VAT invoice and to meet the payment dates for advance payments agreed with the Seller.
- 3.10. The lack of the advance payment made in due time by the Purchaser for transactions where it is required will result in extension of the order processing time by a period of delay in making the advance payment.
- 3.11. Customers who have received the consent to make a transfer with a deferred payment date are obliged to provide the Seller with a list of employees authorized to place orders and receive goods on behalf of the Purchaser. This list should be signed by authorized Customer's staff in accordance with the rules of representation or further powers of attorney. The list should include the name and surname of the employee

along with the number of his ID card and the scope of his authorization (placing orders / receiving goods). The authorization is considered valid until its withdrawal in writing under pain of nullity. Transactions with a deferred payment date shall not be executed with persons not on the list received from the Purchaser. The Purchaser shall ensure that the persons indicated on his list agree to the processing of their personal data regarding their transfer to Interstal S.A., storage and processing for purposes related to the commercial cooperation with the Purchaser, as well as to inform them about the possibility of accessing the data being processed and requesting their modification or deletion.

- 3.12. In the event of a delay in payment, the Purchaser undertakes to cover all costs incurred by the Seller in order to claim the payment for the goods received by the Purchaser, including the costs of legal service and enforcement of full payment that was made by the Seller.
- 3.13. In the event of a delay in payment, the Purchaser is obliged to pay statutory interest without notice.

3 A. PERSONAL DATA PROTECTION

- 3A.1. Interstal S.A., as the administrator, processes personal data in accordance with the generally applicable provisions of Polish and European law, in particular in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27/04/2016 on the protection of individuals with regard to the processing of personal data and free flow of such data as well as the repeal of Directive 95/46/EC (OJ UE L 2016.119.1), hereinafter referred to as "RODO". On the same basis, it ensures the privacy of individuals using its services. For matters regarding personal data, the following contact is available m.sasak@interstal.pl.
- 3A.2. The personal data processed for the purpose of commercial cooperation between Interstal S.A. and Customer are, in particular: the name and surname of the Customer, names and surnames, and the series and number of the ID card of the Customer's representatives. The Customer declares that he/she is transferring to Interstal S.A. personal data with the consent of the persons concerned and also that he/she provides them with information from Interstal S.A. regarding processing of their data and their rights.
- 3A.3. Personal data is processed for the following purposes:
1. implementation of the agreement on sale of goods with a deferred payment date, pursuant to art. 6 par. 1 letters a), c) and f) of RODO,
 2. exercise of rights resulting from the representation, including the power of attorney, pursuant to art. 6 par. 1 letters a) b) and c) of RODO,

3. consideration of complaints, applications and appeals, pursuant to art. 6 par. 1 letters a) c) and f) of RODO,
4. determination and enforcement of claims by Interstal S.A. regarding the conducted activity, including restructuring, recovery, taking actions in order to find purchasers for property backing up the agreement and sale of debts under this agreement or defending against claims directed towards Interstal SA, against law enforcement authorities, adjudicating authorities, including common courts, administrative courts, the Supreme Court, administrative proceedings, including tax proceedings, pursuant to art. 6 par. 1 letters a) and f) of RODO,
5. marketing, including promotion of products offered by the Administrator or entities cooperating with it, pursuant to art. 6 par. 1 letters a) and f) of RODO,
6. documenting tax settlements, pursuant to art. 6 par. 1 letters c) of RODO.

3A.4. The Seller has the right to share data with:

1. entities and bodies to which the Seller is obliged or authorized to disclose personal data on the basis of generally applicable laws, in particular tax authorities, courts or judicial authorities, e.g. debt collectors, law enforcement authorities or bodies appointed to protect public safety,
2. entities cooperating with the Seller in order to enable it to carry out its activities or support this activity, as part of cooperation with these entities; this applies in particular to banks investigating the creditworthiness of the Seller, financial institutions using collateral in the form of a transfer of debts or transfer of title in order to secure the loans, legal, tax or economic advisors,

3A.5. Personal data will be kept for the period:

1. of consideration of an application for the sale of goods with a deferred payment date and the validity of an agreement concluded on its basis, and after its expiry, for the duration of the legal obligation of Interstal S.A. resulting from generally applicable laws,
2. of the validity of the power of attorney granted, and after its expiration, in accordance with the legal obligation of Interstal S.A. resulting from generally applicable laws,
3. indispensable for pursuing claims in connection with the conducted activity or defending against claims directed towards Interstal S.A., on the basis of generally applicable laws, including limitation periods for claims specified in generally applicable laws,
4. during which the tax liability of Interstal S.A., related to the activities for which personal data are processed, remains in force.

3A.6. The Customer and persons whose data have been transferred to Interstal S.A. have the following rights:

1. the right to withdraw the consent if personal data are processed on the basis of granted consent, at any time and in any way, without affecting the compliance with the right of data processing implemented on the basis of consent before its withdrawal,
2. the right to access personal data,
3. the right to correct personal data,
4. the right to delete personal data (Customer's right to be forgotten),
5. the right to limit the processing of personal data,
6. the right to transfer data to another administrator,
7. the right to object to data processing, including profiling, and for direct marketing, including profiling,
8. the right to bring a complaint to the President of the Office for Personal Data Protection, when the processing of personal data violates the provisions of RODO.

3A.7. Transmission of personal data to Interstal S.A. is a contractual obligation and is necessary for the above mentioned purposes of processing in order to enable:

1. conclusion and performance of the agreement concluded with the Seller, and the consequence of not providing the data will be the inability to conclude or perform the agreement,
2. consideration of the complaint while the consequence of not providing the data will be the inability to consider the complaint,
3. receiving offers or marketing of the Seller's goods, including on behalf of and for the benefit of entities cooperating with it, and the consequence of not providing personal data will be the inability to receive offers or use advantages resulting from marketing.

4. SALE OF GOODS

- 4.1. The sale of the goods to the Purchaser is documented by the VAT invoice issued by the Seller and the delivery of goods to the Purchaser is confirmed by a delivery note signed legibly by the Purchaser or a person representing him at the time of receipt of the goods.
- 4.2. When buying goods, the Purchaser is obliged to provide full data needed to issue a VAT invoice.

- 4.3. The Purchaser who wants to receive VAT invoices in the form of e-invoice is obliged to submit an appropriate written statement authorizing Interstal S.A. to issue these documents in such form.
- 4.4. In the event that the Purchaser receives the goods in person at the company's headquarters or branch office, or at the place of delivery indicated by him, he is obliged to legibly sign the copy and receive the original of the delivery document.
- 4.5. The Purchaser's authorization to issue a VAT invoice by the Seller without a signature is tantamount to recognition of the claim arising from this invoice, when the product is delivered in accordance with the order placed by the Purchaser.

5. DELIVERY AND RECEIPT OF GOODS

- 5.1. The purchased goods are issued to the Purchaser from a warehouse located at the headquarters of Interstal S.A. or in the Production Plant located at ul. Fabryczna 1 in Bytom or other branch office of the Company.
- 5.2. Issuing the goods from the warehouse as part of own receipt is confirmed with a **legible** Purchaser's signature of the delivery note, on the basis of which the goods are issued. If the goods are received by a third party, it must have written authorization from the Purchaser for receiving the goods and signing the documents on behalf of the Purchaser. Lack of written authorization will lead to a justified refusal of the Seller to issue the ordered goods due to the fault of the Purchaser.
- 5.3. The order is considered to be fully fulfilled if the goods are delivered to the Purchaser with a quantity and weight tolerance of +/- 10% in relation to the order.
- 5.4. The date and place of delivery shall be specified each time in the order confirmation.
- 5.5. In the event that the goods being the subject of sale are originally packed in packages that have not been yet unpacked, the Parties accept the real weight of the goods given by the Manufacturer and written on the tag identifying the given parcel of goods. In the absence of the Manufacturer's label, the Parties accept the real weight of the package resulting from the weighing made by the Seller. In the event that the goods are not originally packed in packages and the individual items removed from the package are subject of sale, the Parties accept the theoretical weight resulting from the conversion factor assumed on the basis of relevant material standards.
- 5.6. In the event that the Purchaser does not specify the required documents in the order, the Seller is not obliged to deliver them on request.
- 5.7. The Parties agree that the cost of loading goods on the means of transport is borne by the Seller, and the cost of unloading by the Purchaser, regardless of who bears the transport costs. The Purchaser is obliged to provide the conditions and equipment

necessary for efficient unloading. The Seller is not liable for damage caused during unloading. In the event of delivery by road transport organized by the Seller, he may charge the Purchaser with the downtime costs due to reasons attributable to the Purchaser.

- 5.8. The Purchaser undertakes to carefully examine the goods at the time of their receipt in terms of quantity and quality. Signing the goods receipt document by the Purchaser or the recipient of is tantamount to stating the conformity of the product and its parameters with the agreement.
- 5.9. In the event of delay in the receipt of goods, the Purchaser is exposed to the risk of deterioration, accidental destruction or loss of products.
- 5.10. The risk of loss or damage of goods passes from the Seller to the Purchaser upon the receipt of goods by the Purchaser, and in the case of entrusting the goods to the shipping company designated by the Purchaser, at the moment of issuing the goods to the shipping company, regardless of who bears the transport costs.
- 5.11. Failure to receive the ordered goods for reasons attributable to the Purchaser results in the conclusion of an agreement for paid storage of goods by the Seller at Purchaser's expense. The remuneration for storing the non-received goods is 1% of the net value of non-received goods for each day of storage, but not less than PLN 100 net per day. The storage of goods does not waive the obligation to receive the goods, and if the receipt does not take place within 60 days from the date indicated in the confirmed order, the Seller will withdraw from the agreement due to the fault of the Purchaser. In such a situation, the goods remain the property of the Seller while the Purchaser shall be obliged to pay the remuneration for storage. At the express request of the Purchaser, it is possible to conclude a separate Agreement on Paid Storage of the Product with the Seller.
- 5.12. At the Customer's request, Interstal S.A. may calculate the delivery of goods at the purchase price to the Purchaser using its own transport. The transaction of purchase of goods together with the Seller's own transport must be agreed individually by the Parties at the ordering stage.
- 5.13. In the case of Purchaser's own collection of goods from warehouses belonging to Interstal S.A., the Purchaser is obliged to check the quantity and compliance of the goods issued with the order made by him and the issued warehouse delivery note. Signing the delivery note by the Purchaser means confirmation of compliance of the quantity and quality of the products received with the order placed. Any farther complaints in this respect shall not be considered.
- 5.14. In the case of shipment of goods by the shipping company, the Purchaser should check the quantity and compliance of goods with the order he placed upon delivery of the

products by the courier. In the event of non-compliance of the delivered goods with the order or damage to the received parcel, the Purchaser is obliged to draw up a report of discrepancies and/or damages to the parcel in the presence of the courier, under pain of Seller's refusal of accepting further complaints in this regard. The Purchaser is obliged to immediately send the written protocol to the Seller via fax or electronic mail.

6. COMPLAINTS

- 6.1. The Seller is not liable for defects in goods of the second grade, defects that are not hidden defects or defects resulting from improper storage at the Customer's premises, transport and storage at Purchaser's premises or incorrect use of the products.
- 6.2. Complaints are accepted in written form. The complaint must contain an indication of the type and quantity of the goods subject to complaint, the number of the document describing the delivery, i.e. the number of VAT invoice and the delivery note. Complaints are accepted on the Complaint and Service Document (DRS) available at the Seller's office or on the website www.interstal.pl. Reporting any quantitative and qualitative complaints with regard to visible defects must take place at the receipt of goods and must refer to the shipping documents for the given delivery.
- 6.3. Goods subject to complaint should be identifiable, clean, in delivery state and delivered to the address of the production plant Interstal S.A., Bytom, ul. Fabryczna 1. The transport costs related to delivery and receipt of the goods subject to complaint from Interstal S.A. are covered by the Purchaser. Interstal S.A. does not cover the costs of dismantling the goods subject to complaint by the Purchaser.
- 6.4. The Seller shall address the complaint submitted by the Purchaser in a written form sent via traditional mail or electronic mail and inform the Purchaser about accepting the complaint, the further course of its handling or the reasons for refusal to accept the complaint. If it is necessary to consult external parties, the response time may be extended.
- 6.5. In the event that the sale takes place between the traders, the Purchaser loses rights under the warranty, if he has not examined the item in time and in an accepted manner, and did not immediately notify the Seller about the defect, if the defect became known only later, if he did not notify the Seller immediately after its confirmation, however not later than within 30 days from the date of delivery of the particular batch of the order.
- 6.6. Reporting the quantitative and qualitative discrepancies upon receipt requires preparation of a discrepancy report and making an entry in the freight document, signed by the shipping company. There will be no grounds for complaint if the quantity

of goods actually delivered differs from the quantity indicated in the freight document by no more than +/- 1%.

- 6.7. If quality discrepancies are reported, the Purchaser is obliged to indicate the non-compliance of the delivered goods with the order or material standard.
- 6.8. The Purchaser undertakes to protect the goods against all harmful factors, including weather conditions. The Purchaser shall make available to the Seller and isolate the goods subject to complaint for Seller's inspection. In the case of detecting a hidden defect that appeared during the technological process, the Purchaser is obliged to immediately stop further processing of the goods. If goods are processed after notification of discrepancies, the Seller's liability for defects in the goods expires.
- 6.9. Accepting or rejecting a complaint will take place in writing, after the batch of goods has been examined by the Seller, or possibly after an expert report has been drawn up by an independent expert. If the complaint is accepted, the Seller undertakes to replace the defective product for one free of defects within the time agreed by the Parties. If the exchange of goods is not possible, the Seller has the right to refuse replacement of goods and return the appropriate part of the price to the Purchaser, provided that the payment has already been made by the Purchaser.
- 6.10. The Seller's liability is limited to the actual loss of the Purchaser and does not include the lost benefits of the Purchaser or other entities associated with it.

7. FINAL PROVISIONS

- 7.1. For issues not covered by the GCS, the provisions of the Civil Code shall be applied.
- 7.2. The Seller reserves the right to make changes to these GCS if there is a legitimate need.
- 7.3. The changes introduced into the GCS come into force on the day of their publication on the website of the Seller www.interstal.pl and on the day of its announcement at the Seller's headquarters by displaying them in the place available to the Purchasers. The Purchaser who does not agree with the changed terms has the right to terminate the cooperation with Interstal S.A. in writing under pain of nullity.
- 7.4. Doubts or disputes arising out of commercial cooperation shall be submitted by the Parties to a common court having jurisdiction over the seat of Interstal S.A.