

**General Terms and Conditions of Order Execution and Sales
of the company
KUPSIK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ seated in Konin**

General Provisions

1. The General Terms and Conditions of Order and Sale Execution (hereinafter the GTC) define the principles of concluding sales agreements, providing services and delivering goods defined in an order filed with KUPSIK sp. z o.o., hereinafter referred to as the Seller (Order Recipient) by the company's customer, hereinafter referred to as the Buyer (Orderor).
2. The GTC constitute an integral part of every agreement concluded with the Buyer, and they are binding for the Buyer upon placing an order with the Seller, which on accepting the order by the Seller becomes equivalent to concluding an agreement by the parties.
3. Oral declarations made by the Seller's representatives are binding only if they are confirmed in writing.
4. A commercial proposal can be based on commercial offers, special offers and order confirmation, which in every case define sales conditions of a particular batch of goods.
5. The Seller reserves the right to introduce any changes in Order execution without prior notice to the Buyer, however, this clause does not apply to the entities which have signed a commercial agreement with the Seller.
6. Placing an order by the Buyer means that the Buyer has read and accepts these GTC which constitute an integral part of the agreement between the Seller and the Buyer.

Order Receipt and Execution

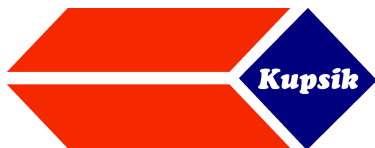
1. The Buyer is obliged to make available to the Seller all the documents required by binding legal regulations necessary to execute the filed Order, including the documents that confirm the fact of conducting business activities, the business name, the address for invoice and delivery, identification number for VAT value-added tax and it must submit a declaration confirming they are an active VAT payer (domestic customer) or an active entity in VIES data base (an EU customer) and indicate the people authorized to contact and place orders on behalf of the Buyer. Also the Buyer shall immediately inform the Seller about any change to the data previously made available.
2. The Buyer is entitled to place orders in writing by sending the order by post or to the e-mail address: kupsik@kupsik.com.pl or (trader's surname)@kupsik.com.pl or by personal delivery. Only written orders can be the basis for processing a complaint concerning order execution.
3. The filed orders are always treated as typical (i.e. executed by the Seller according to adopted standards, assumptions and technologies), unless the parties specify or agree otherwise, which should be reflected in the order filed by the Buyer.
4. The order should always bear the full business name, address and NIP tax ID number of the Buyer and the agreed delivery terms. The order must be filed by the person authorised by the Buyer according to a specimen of power of attorney used by the Seller.
5. The orders are confirmed by the Seller in writing sent to the Buyer's e-mail address. In the confirmation the Seller shall define the price, payment terms, term of order execution and the person responsible for arranging transport.
6. Until the sale price is paid, the goods are the Seller's property. The Seller reserves the right to charge the cost of debt collection and interest due for any late payments (the interest rate shall be calculated on the basis of legal regulations). In the event of late payment the Seller is entitled, without additional summons, to demand interest for every day of delay as well as return of court expenses, the cost of debt collection and legal representation in addition to the main amount. The Buyer shall pay the Seller contractual interest for delay in payment at the maximum interest rate as defined by the Act of 23 April 1964 – Civil Code (*Kodeks cywilny*) (i.e. Journal of Laws of 2022, s. 1360, as amended), calculated for every day of delay (double the amount of statutory interest).
7. The Seller reserves the right to refuse to execute the order if the Buyer is late with payments due to the Seller either for agreement performance or in connection with any other legal relation or if the trade credit limit is exceeded.
8. The Seller has the right to demand down payment for special orders. The amount of down payment is decided by the Seller.



9. An Order must always be cancelled in writing under pain of nullity, however, the Seller reserves the right to impose the obligation of goods collection at a specified place and time under pain of penalty of 15% of the order invoice value.
10. The ordered goods are reserved for 2 weeks at the most, after which term the order may be cancelled.
11. Order execution term can change in the event of circumstances beyond the Seller's control and the causes on the side of the Buyer.

Prices

1. The goods are sold based on individual prices decided by the Seller or jointly by the parties to the agreement.
2. The prices of goods are defined and presented in a written order confirmation sent by the Seller. They are net prices, exclusive of VAT, insurance, cost of packaging, loading and unloading, also transport cost, unless the agreement concluded by the Buyer and the Seller specifies otherwise.
3. The Seller reserves the right to change the prices unilaterally due to rising cost of production and raw materials as well as purchase prices of commodities.



Payment Terms

1. The Buyer shall pay for the purchased goods on the day of goods receipt, unless the parties agree on another payment term, e.g. down payment by the Buyer. Detailed payment terms shall be defined by the parties in the Order, and the down payment or payment made by the Seller shall be deemed the date of crediting the Seller's bank account with a full amount (financial means) agreed on by the parties.
2. A payment may be deferred and accepted by the Seller only after the Buyer presents valid company documents and the Buyer is insured and awarded trade credit by the Seller on terms and conditions as the Seller deems fit.
3. The Seller reserves the right to change the terms of payment and trade credit in the event of late payment by the Buyer and in the event of a change in its financial evaluation.

Delivery and Receipt

1. Deliveries shall be subject to sales terms - Incoterms
2. Transport is arranged and paid for by the Buyer.

FCA where delivery date is the moment of goods loading at the Seller's warehouse, address:

62-510 Konin, ul. Zakładowa 17 or

62-513 Brzeźno, ul. Krzymowska 8a.

This also applies to down payments.

3. The goods are transferred after presenting a notification issued by the Buyer in writing, containing at least the truck register number, carrier's name or the driver's name and surname and the date of receipt.
4. If the parties unanimously agree otherwise (on the basis of an accepted order), the transport is arranged by the Seller on DAP terms, where the delivery date is the moment the goods are delivered to the Buyer's indicated address. This also applies to goods sent by courier service.
5. In all the cases and regardless of the collection point indicated by the Buyer, the receipt of goods must be confirmed on WZ [goods receipt] or a specification with a legible signature of the Buyer or an authorised person acting for and on behalf of the Buyer, with the Buyer's company stamp and the date of delivery and confirmation of goods receipt.
6. In the event of an intra-community delivery of goods the Buyer must immediately confirm goods receipt by sending the following legibly confirmed documents: a specification, recipient's declaration and CMR. The documents must contain: a delivery date, company stamp, name and surname of the person collecting the goods (legible signature). Their lack may result in the necessity of charging VAT tax according to rates valid at the time.
7. The Seller may charge the Buyer with the cost of goods storage if the Buyer fails to collect the goods within 14 working days from the date the goods are notified as possible to collect. The storage cost is 1% of invoice value of the order for every day of storage.
8. In the event of delivery to a place indicated by the Buyer the Buyer must provide all the information concerning traffic disruptions or no entry signs for lorries of any type. If there is no such information, the Buyer may be charged the shipping costs borne by the Seller.



Warranty Terms

1. All the goods in the Seller's offer are covered by the Seller's warranty or a commodities producer's warranty.
2. The goods produced by the Seller are covered by a one-month warranty from the date of goods collection. This is the time in which the buyer can make complaints.
3. If the complaint is recognised the warranty is prolonged by the period from notifying the complaint to the day the warranty repair is completed.
4. The conditions of transport and goods storage necessary to meet the terms and conditions of warranty:
 - the goods must be protected from weather conditions in transport,
 - the goods should be secured against spontaneous shifting in transport,
 - after each transport visual check of the goods should be performed,
 - the goods should be protected from mechanical and climatic factors
 - the goods should be stored in confined spaces which ensure protection from weather conditions.
5. Stainless / ferritic 1.4509 material is not covered by an anti-corrosion resistance warranty.
6. "PP" polypropylene belt has tensile strength of up to 1000 daN.
7. Assembly profiles are not certified, relevant tests can be performed by the Buyer.
8. The Seller is exempt from the warranty and other warranty-related obligations in the event of:
 - improper transport or unloading goods,
 - improper assembly,
 - improper use,
 - mechanical damage,
 - faults caused by improper goods storage, particularly exposure to weather conditions,
 - the user introducing structural changes on their own,
 - faults caused by improper maintenance.
9. While processing the complaint the Seller deducts the value of goods missing or damaged through the Buyer's or User's fault and the cost of their replacement.
10. In connection with Seller's warranty the Buyer and the Seller unanimously exclude the Seller's liability due to statutory warranty for goods and services covered by the agreement concluded by the parties which is subject to these GTC further to art. 558 § 1 of the Civil Code [*kodeks cywilny*].

Complaints

1. A complaint may be processed only if a written document is sent in and it provides the exact quantity of goods subject to complaint, the kind of complaint, a description of faults, the Buyer's demands and claims and the numbers of documents related to the particular delivery (the number of invoice or WZ goods receipt document).
2. In the case of a complaint about components collected by a courier the Buyer must provide all the data of the complaint in the bill of lading, otherwise the complaint will not be processed.
3. The Seller shall respond to the complaint within 14 working days from its sending.
4. If the complaint concerns less than 2% of delivery volume, it will not be processed by the Seller.

Evidence agreement further to art. 458⁹ of the Code of Civil Procedure [k.p.c].

1. The parties to the agreement unanimously decide that if the Seller claims the payment for sold goods from the Buyer in court, the parties exclude the possibility of admitting evidence from hearing witnesses or from hearing the parties beyond the content of the documents submitted in the case, in particular evidence from hearing a witness may not replace a document confirming a payment made by the Buyer to the Seller of the amounts due to the Seller; such documents should include a confirmation of making and posting a bank transfer or a KP cash receipt document or written declarations of a person authorized by the Seller to receive payments from the Buyer.
2. The parties unanimously agree that if the Seller claims in court payment for the goods from the Buyer, the amounts due to the Seller from the Buyer are confirmed by an issued VAT invoice which does not require a signature of either party and the fact of goods transfer to the Buyer and the amount of goods transfer are sufficiently confirmed with the document of goods receipt (WZ) signed by a person acting for and on behalf of the Buyer. Therefore in the circumstances described above the parties unanimously exclude the possibility to admit evidence from hearing the witnesses or evidence from hearing the parties or evidence from other documents than those mentioned above.

Final Provisions

1. The matters not regulated herein shall be governed by the provisions of the Civil Code [*kodeks cywilny*].
2. The Buyer and the Seller unanimously declare that all the matters and claims which might arise in connection with the performance or execution hereof shall be settled on the basis of commonly binding regulations of Polish law and the court competent for settling disputes will be each time the court competent for the subject matter and the seat of the Seller.
3. Every party to the sales agreement shall notify the other party in writing about a change of residence or seat or correspondence address. If a party fails to notify the other party about a change of address, all the declarations made to the other party to the addresses indicated above shall be deemed delivered effectively and the addresses indicated above shall be deemed valid addresses for correspondence and respondent's stay further to art. 139¹ § 2 of the Code of Civil Procedure [*kodeks postępowania cywilnego*].
4. Without the Seller's written consent the Buyer may not transfer any liability, entitlement or obligation under the sales agreement to the Seller onto any third party.

Privacy policy note

1. The Buyer expresses their consent to processing their personal data in connection with statutory and contractual requirements. The consent includes the performance of the above agreement and archiving as well as direct and indirect marketing and also consent to sending personal data to third countries (concerns e-mail contact). The consent includes both processing personal data by Kupsik sp. z o.o. and by processors.
2. The controller of personal data is Kupsik sp. z o.o.
Contact data: tel. +48 63 217 71 90, e-mail: rodo@kupsik.com.pl; kupsik@kupsik.com.pl.
3. The customer's personal data and the personal data submitted by the customer shall be stored for the period required by the legal regulations and the period of prescription of any claims which could be caused by agreement performance.
4. The Buyer is entitled to demand access to personal data, including in particular the right to access, also the right to obtain copies of personal data subject to processing; the right to have the data corrected or modified; to have them deleted (the right to be forgotten), the right to limit the processing. The customer make send the above demands in writing to the address of a personal data controller or as a scan of a letter sent to the e-mail address of a personal data controller.
5. In reply to the demand of the person the data concern the controller should without undue delay, however, no later than 1 month from the receipt of the demand, inform the person about the actions



taken in connection with the demand. Thus the controller should within 1 month assess the grounds for the demand and fulfil it (e.g. correct the data) or refuse the demand. If the demand is complicated or there are numerous demands, the one-month term may be prolonged by additional two months. If the controller fails to take any actions in relation to the Buyer's demand, they shall immediately (within a month from the receipt of the demands at the latest) inform the person the data concern about the reasons for failure to act and a possibility to file a complaint with a supervisory body and use legal remedies in court. If the Buyer's demands are clearly unjustified or excessive, particularly due to their repetitive character, the controller may charge a reasonable fee, taking into consideration administrative cost of providing information, maintaining contact or taking the demanded actions or else refuse to take action in relation to the demand.