

## GENERAL TERMS OF SALE

BWF Poland Sp. z o.o.  
(hereinafter referred to as GTC)

### General Provisions

1. The provisions hereby are applicable unless there is another, explicit agreement between the parties concluded in writing.

2. The sales agreement between the Seller and the Buyer may be concluded upon the conditions agreed by the parties differing from the provisions of general terms of sale hereby.

3. In case of contradiction between the provisions of the concluded agreement and GTC, the agreement provisions shall be applicable.

4. The sales (delivery) agreement is concluded in Mysłowice.

5. The word Seller used hereby means BWF Poland Sp. z o.o.,

6. Within the meaning of GTC, the Buyer means a natural person, partnership or another entity without legal personality, but entitled to acquire rights and incur obligations, which entered into the agreement with the Seller. The Buyer also means the Ordering Party within the meaning granted by the Public Procurement Law.

### Implementation of the Agreement

1. In the course of the implementation of the Agreement, the Seller undertakes to transfer upon the Buyer the ownership rights to items and hand over the commodity, whereas the Buyer undertakes to accept the commodity and pay to the benefit of the Seller the full amount of the sale.

2. The commodity shall be handed over in the seat of the Seller's company or another location mutually agreed by the Parties (the Buyer and the Seller). The buyer is obliged to inspect the items at the moment the commodity is handed over.

3. On the day of handing over the commodity, which is confirmed in particular by a delivery note (WZ), waybill or handover report, the risk of accidental loss of the sold item is transferred upon the Buyer.

4. In case the Buyer, in order to execute the order, is obliged to provide the Seller with the questionnaire containing technical prerequisites (specification, contents combustion gases, gas), this document is understood to constitute an integral part of the agreement. The acceptance of the questionnaire and other terms and conditions exceeding or differing from the GTC must be accepted by the Seller in writing (in the order confirmation). In case of the lack of explicit acceptance of the order execution conditions different from the GTC, the GTC shall be applicable. In case the Buyer does not fill out sections of the questionnaire (missing required

date of combustion gases or gas components), it is understood this component does not exist. It means the Seller shall not be liable for the damage of the product caused by this unrevealed component and shall not bear responsibility based on the guarantee and/or warranty.

5. In case the Buyer fails to accept the commodity, in full or in part, on the date pursuant to the order confirmation or in case the Buyer refuses to accept the ordered commodity without justification, the Seller is entitled to burden the Buyer with the costs of storage of the commodity without a separate notification. In case 6 months elapse from the agreed date of acceptance and the Buyer failed to accept the commodity, the Seller is entitled to dispose of the commodity and burden the Buyer with the commodity disposal costs and the equivalent of the disposed of commodity.

### Time limits

1. The scheduled date of execution of the subject matter of the order is set out in the order confirmation or the written agreement.

2. If the seller decides that sale (delivery) times indicated at the stage of order acceptance cannot be adhered to, the seller is obliged to notify the Buyer about this fact without undue delay.

3. The Seller shall not be liable for a delay making it impossible to execute the agreement within the designated time limits, caused by reasons beyond the Seller's control, in particular in case of force majeure, strike, lockdown, blocking of roads and state borders, terrorist attack or other reasons resulting from limitations implemented by public authorities on the area of the entire country or its part.

4. In case the Seller exceeds the delivery time set out in the order confirmation by more than 60 calendar days, the Buyer is entitled to withdraw from the agreement, unless the parties agree otherwise before such date.

### Contractual remuneration (price)

1. The prices provided by the Seller are net prices, and applicable statutory VAT needs to be added.

2. The sales price agreed by the parties is subject to change only in case of extraordinary change of price implemented by the material supplier or as a result of occurrences beyond the Seller's control, in particular a change of currency exchange rate, customs duties, tax duties and alike.

3. The Parties hereby agree that the necessary and sufficient condition to change the price is the notification of the Buyer about the

price change and the lack of Buyer's objection within 3 business days from the date receiving the notification. The objection of the Buyer is equivalent to the withdrawal from the order.

4. Unless the parties have agreed otherwise, the contractual remuneration (price) does not include the following costs:

- transport

- insurance for the time of transport

5. Should the Buyer:

- a) be in arrears with the payment of the price for the delivered part of the sold items,

- b) if due to the Buyer's financial status it is doubtful whether the payment of the price for the part of the items to be delivered later will be made within the deadline,

- the Seller may withhold the delivery of further part of the sold items designating a further 7-day deadline to secure the payment, and after an ineffective lapse of the designated deadline may withdraw from the agreement in any extent.

6. Unless the parties agree otherwise, the receivables due to the invoices shall be paid by the Buyer by means of bank transfer to the account of the Seller within 14 days from the date of receiving the invoice.

7. Until the date of payment for the commodity, its ownership is not transferred upon the Buyer.

8. In the relations between the entrepreneurs, until the day of acquiring the entitlement to the statutory interest for the delay in trade transactions, the Seller is entitled to receive from the Buyer (debtor), without notification, the equivalent of 40 Euro calculated into Polish zloty, based on the average exchange rate of Euro announced by NBP on the last business day of the month preceding the month in which the cash consideration compensating the costs of regaining the due amount becomes payable.

### Quality Guarantee, complaints

1. The Seller declares and ensures the Buyer that delivered goods are free of materials and legal defects, including any third party claims.

2. If the Seller grants the quality guarantee, the parties exclude its liability under warranty.

3. Should the Seller grant the quality guarantee, the guarantee conditions shall be set out in another document, the guarantee document which constitutes an integral part of the agreement (which shall be made in writing, or else shall be null and void). In such a case, the determined individual guarantee terms and conditions shall have priority over GTC.

4. In case of the lack of guarantee, the liability of the Seller under the warranty is limited to the actual loss and the amount of the

contractual remuneration and the provisions of the GTC shall be applicable, subject to the regulations of the civil code.

5. The period of warranty – 3 months from the day of handing over the commodity in accordance with the GTC.

6. In case during the reception activities or within the period of warranty defects are found which are impossible to remove, the Buyer may:

- demand another execution of the defective part of the subject matter of the agreement; or

- demand redressing the actual loss to the amount of the contractual remuneration.

Entitlements referred to above are mutually exclusive and they may be executed once only.

7. In case at the reception defects are found which may be removed or they are found within the period of warranty, the Buyer may:

- demand rectification of defects within the time agreed with the Seller, or

- demand decreasing the remuneration for this time as appropriate to the lost usable value.

8. The Buyer is obliged to notify the Seller about discovering a defect in writing, without undue delay, not later, however, then within 3 days from the day of its disclosure, on pain of losing the entitlements.

9. The Seller is not liable for the defects incurred due to the fault of the Buyer – i.e. due to the damage or destruction caused by the Buyer, improper storage of the commodity, improper maintenance, use against its intended use, improper installation or usage, unauthorized repairs and alike.

### Other provisions

1. The Parties jointly declare that in matters not specified in the GTC, the provisions of Polish law are applicable, subject to the regulations of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

2. The parties hereby agree to submit any potential disputes resulting from the hereby GTC shall be resolved by a competent court of law having jurisdiction over the Seller's registered office. GTC shall take effect on the date they are delivered to the Buyer by the Seller until the day they are replaced by subsequent general terms and conditions of delivery, sale or service provision agreements set out by the Ordering Party.