

## GENERAL TERMS AND CONDITIONS OF CONTRACTS CONCLUDED WITH SUPPLIERS

by EXTRAL sp.z o.o. with headquarters in  
Żory on April 14, 2022

### §1 [General provisions]

1. These general terms and conditions of contracts concluded with suppliers by Extral sp.z o.o. constitute general terms and conditions of contracts within the meaning of Art. 384 of the Civil Code and apply from 14/04/2022 to all Agreements concluded or Orders placed by EXTRAL Sp. z o. o as the **Buyer**, for Goods other than machines and other technical devices, tools and installations used at work, as well as temporary work equipment, which are covered by separate General Terms and Conditions of Agreements Concluded with Suppliers for the Purchase of Machines.
2. Any provisions of the Agreement or the Order agreed individually between the Parties shall prevail over the contradictory provisions of the GTC. Any arrangements different from the provisions of the GTC will be indicated in the Change Protocol.
3. The terms used in the GTC have the following meanings:
  - a) **Price** - the total price for the Goods provided for in the Agreement or the Order.
  - b) **Technical Documentation** - all designs, drawings, parameters relating to the Goods;
  - c) **Civil Code** - the Act of April 23, 1964 - Civil Code in the wording valid as of the date of conclusion of the Agreement or acceptance of the Order;
  - d) **Buyer** - EXTRAL Sp. z o. o with headquarters in Żory (44-240), ul. Wygoda 2, NIP 5342375148, REGON 141217747, entered into the register of entrepreneurs of the National Court Register under KRS number 0000294931 kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register;
  - e) **GTC** - following "General Terms and Conditions of Agreements Concluded with Suppliers by EXTRAL Sp. z o.o. based in Żory";
  - f) **Protocol of Changes** - a written protocol of changes introduced to the GTC constituting an attachment to a given Agreement, which will apply to this specific Agreement; in the case of an Order, it may be made in a documentary form, including as an element of the Order;
  - g) **Parties** - Seller and Buyer;
  - h) **Seller** - an entity that is the other party to the Agreement concluded with the Buyer or the addressee of the Order placed by the Buyer;
  - i) **Goods** - goods sold to EXTRAL Sp. z o.o. under the Agreement with the Seller, or on the basis of an Order placed by the Buyer with the Seller;
  - j) **Contract** - a written contract of sale concluded between the Parties, in particular on the terms set out in the GTC;
  - k) **Works** - final technical documentation for the Good or a batch of Good and any other documents created during the production, commissioning or implementation of such Good or a batch of Good, including those made by its producer;
  - l) **Order** - means the offer to sell the Goods accepted by the Buyer, including as a result of placing an order for the Goods by the Buyer, the acceptance of which results in the conclusion of a sales contract between the Buyer and the Seller, without drawing up a separate Agreement



- m) **Securing the Return of the Advance Payment** - the following forms of securing the return of the Advance Payment:
- i. **Surety** - a written commitment of a third party in relation to the Parties, submitted to the Buyer to return to the Buyer the full amount of the Advance Payment paid to the Seller in the event of withdrawal from the Agreement or Order, in its content corresponding to the requirements specified in Art. 876 § 1 of the Civil Code,
  - ii. **Bank Guarantee** - a written, unilateral, unconditional, irrevocable bank guarantee payable on first request for the return to the Buyer of the full amount of the Advance paid to the Seller, with the content approved by the Buyer prior to its delivery to the Buyer and meeting the requirements of Art. 81 of the Act of August 29, 1997 - Banking Law (Journal of Laws 2020.1896, i.e.);
  - iii. **Insurance Guarantee** - a written, unilateral, unconditional, irrevocable and payable on first request insurance guarantee for the return to the Buyer of the full amount of the Advance paid to the Seller, with the content approved by the Buyer prior to its delivery to the Buyer and meeting the requirements of Art. 4 sec. 7 pts 1 of the Act of September 11, 2015 on insurance and reinsurance activities (Journal of Laws 2021.1130, i.e.)
  - iv. **Bill of exchange** - a security made in writing, constituting an unconditional obligation of the Seller to pay a specified amount up to the amount of the Advance Payment to the Buyer, unless otherwise indicated, issued as a blank promissory note, with the content approved by the Buyer and corresponding to the requirements specified in the Act of 28 April 1936 - Bill of exchange law (Journal of Laws 2016.160, i.e.)
- n) **Advance payment** – the payment which the Buyer is obliged to pay to the Seller as an advance payment within the meaning of the Civil Code, against the payment of the price specified in the Agreement or the Order.
4. By reference under the Agreement or the Order to the **INCOTERMS** rules, or to the rule of distribution of burdens and delivery costs - it should be understood that this is a reference to the relevant rule of the International Chamber of Commerce INCOTERMS 2020.
  5. The GTC are communicated to the Seller on the Buyer's website - **www.extral.com** in a form that allows them to be downloaded and reproduced by the Seller. The notification of the GTC on the availability of the GTC on the above-mentioned website of the Buyer will also be considered effective.
  6. Unless expressly stated otherwise in the Agreement or the Order, in particular in the Amendment Protocol, the Agreement or the Order shall not be governed by any general contractual conditions applied by the Seller.
  7. If the use of the Goods being the subject of the request for quotation requires the fulfillment of additional conditions that do not apply to similar goods of the same type (special rules of use of the goods provided by the manufacturer), or a specific method of storage of the Goods is provided, the preservation of which is necessary in order for the Product to retain its properties, the Seller shall inform the Buyer about it at the stage of submitting the offer, i.e. before accepting the Order or concluding the Agreement. The lack of such information means that the Buyer is not obliged to meet any special requirements and restrictions in the use and storage of the Goods.



## §2 [Concluding an Agreement / placing an Order]

1. Deliveries of Goods are carried out on the basis of a written Agreement or an Order submitted in a documentary form by duly authorized persons, the acceptance of which will be confirmed by the Seller in a documentary form. Acceptance of the Order for execution and acceptance of its terms shall also be deemed to include the Seller's commencement of its implementation, despite the lack of confirmation of the Order acceptance. The written form of the Agreement and the documentary form of the Order are otherwise null and void.
2. In the event that, after receiving the Order, the Seller sends the Buyer a confirmation of acceptance of the Order subject to changes or inconsistent with the actually placed Order, the introduction of such changes requires the Buyer's express consent expressed in a documentary form, otherwise null and void.
3. If the Goods are to be made by the Seller on the basis of the Technical Documentation - it is an integral part of the Agreement or Order.
4. Any discrepancies between the Order and the inquiry and offer should be immediately, but not later than within two working days, reported to the Buyer.
5. The Buyer may withdraw from the Order or the Agreement without the obligation to incur costs within 7 days from the date of placing the Order or conclusion of the Agreement. After this date, it is possible for the Buyer to withdraw from the Order or the Agreement for a payment of 5% of the value of the Order / Agreement, but not more than PLN 1,000 (compensation fee).
6. The order should contain at least the following elements: page designation, date and number of the Order, quantity and type of Goods with the exact specification, net price and the date of delivery of the Goods.

## §3 [Security for the return of the Advance Payment]

1. If the Advance Payment is reserved, the Buyer may, in the Agreement or Order, stipulate that the Seller provides him with the Advance Return Security in the form specified in the Agreement or Order, i.e. : Surety, Bank Guarantee, Insurance Guarantee or has been included in these GTC. In the event that in the Agreement or Order the form of the Advance Return Security requested by the Buyer is not specified, the Seller has the right to deliver it in any of the forms described in following GTC.
2. In the event of the reservation of the Advance Return Security, the payment of the Advance Payment will be due as soon as possible within 3 days after the Buyer has been provided with the Advance Return Security.
3. The Buyer will be able to use the Security for the Return of the Advance Payment in the event of the actual payment of the Advance Payment and subsequent withdrawal from the Agreement or the Order by either of the Parties or its termination on a different basis, in the event that due to the withdrawal or termination of the Agreement or Order, the Advance Payment will not be able to be credited towards the due to the Seller and due receivables resulting from the Agreement or the Order.
4. The Security for the Return of the Advance Payment, granted in the form of a Bank Guarantee, Insurance Guarantee or Bill of Exchange, will be returned by the Buyer to the Seller after the Order or Agreement has been properly performed.



#### §4 [Receipt of the Goods]

1. Delivery of the Order is performed on the basis of the INCOTERMS 2020 rule specified in the Agreement or the Order. If the Agreement or the Order does not indicate a specific INCOTERMS 2020 rule, the delivery will be carried out at the expense and risk of the Seller at the time specified in the Order based on the DAP rule. The place of delivery of the Goods is considered to be the seat of the Buyer, except in the case where the Buyer indicates a different place of collection.
2. The Buyer has no further obligations regarding the examination of the Goods after unloading. The Buyer is not obliged to accept the damaged Goods, but the acceptance of the damaged Goods does not constitute its acceptance and does not result in the loss of the rights resulting from the warranty and guarantee. The Buyer, after unloading, in the case of visible quality defects of the Goods, will notify the Seller by initiating the complaint procedure.
3. If, after opening the package, it turns out that there was unordered Goods in it or the quantity of the Goods exceeded the ordered quantity, the Buyer may send back the quantity of the Goods exceeding the order or the Goods not covered by the order at the Seller's cost and risk.
4. If, after opening the parcel, it turns out that the quantity of the Goods is lower than in the Buyer's order, the Buyer shall immediately draw up a protocol and notify the Seller of this fact. Until the missing quantity of goods is supplemented, the Buyer will only be obliged to pay the price corresponding to the value of the actually delivered Goods.
5. The goods will be packed in accordance with applicable regulations and in a way that prevents damage, and in the cases specified in legal provisions should be, inter alia, provided with appropriate labels, approval or other markings required by law, as well as in a manner ensuring efficient course of unloading activities.
6. The Goods should be accompanied by: a user manual in Polish, a guarantee document and a quality certificate, CE certificate, if applicable, documentation specifying the conditions for repair and maintenance. The issue of the warranty document and the quality certificate shall be deemed to be the Seller's assurance of the quality of the goods.
7. In the case of importing the Goods, the Buyer may also request information about the country of origin and destination of the goods and other information necessary to take advantage of the preferential customs rates or to carry out customs formalities. The Agreement or the Order each time define the Party responsible for the performance of customs obligations.
8. Payment will be made on the basis of a correctly issued VAT invoice, after the entire delivery of the Goods has been completed. The basis for issuing a VAT invoice will be a signed document confirming the delivery of the Goods. A VAT invoice, in addition to the requirements set out in generally applicable law, should refer to the submitted Order (date and number) or the Agreement.
9. The Buyer may set off any debt owed by the Buyer against the Seller against any debt owed by the Seller towards the Buyer.



## §5 [Price and ownership of the Goods]

1. The amount of the Price is specified in the Agreement or the Order.
2. The date of payment of the Price is specified in the Agreement or the Order. If such a deadline has not been stipulated, it is assumed that the Price is paid in full within 7 days after the Goods are delivered to the Buyer and the Buyer signs the relevant protocol confirming the proper delivery of the Goods without comments.
3. The payment is considered made when the Buyer's bank account is debited.
4. The ownership of a given batch of Goods shall pass to the Buyer on the date of receipt of a given batch of Goods by the Buyer or on the date of payment for a given batch of Goods, whichever is the sooner.

## §6 [Defects of the Goods]

1. The Seller will deliver the Goods with the properties and parameters specified in the Agreement or in the Order, as well as in the Technical Documentation, if provided.
2. In the absence of other provisions in the Order or the Agreement, the Seller grants a quality guarantee for the delivered Goods and a warranty for defects, the period of which is 24 months and is counted from the date of signing by the Buyer without comments of the relevant protocol confirming the proper delivery of the Goods.
3. The parties agree that the above-mentioned guarantee constitutes a quality guarantee within the meaning of the Civil Code and is granted on the basis of the Agreement or the Order and these GTC without the need to issue a separate guarantee card.
4. Notification of a defect in the Goods should be submitted in writing and include, inter alia, description of the defect or non-compliance and the number of the Agreement or Order. The application may also be made by e-mail to the addresses agreed by the Parties.
5. The Seller is obliged to remove any defects that were revealed during the guarantee or warranty period, respectively, also if they were reported after this period.
6. Consideration of the complaint should take place within 5 days from the date of delivery of the complaint, unless a different complaint procedure is established. If this deadline is exceeded, the Seller is deemed to recognize the reported defect.
7. Under the warranty, the Buyer, at his discretion, may request the Seller to replace the defective Product with a Product free from defects or to repair the Product.
8. The warranty period for a defective batch of Goods is extended by the period of its unsuitability for use caused by the defect. It is considered that the period of unfitness for use is a period not shorter than from the date of reporting the defect to the date of its removal.
9. If a batch of Goods is replaced with a batch free of defects or a significant repair is made of a batch of Goods, the warranty period starts anew for this batch of Goods.
10. As part of the warranty, the Defect in the Goods should be removed within the period specified in the complaint, but not later than within 14 days from the date of delivery of the complaint. In the event of the Seller's delay in carrying out the repair within the above-mentioned period, the Buyer is entitled to entrust the removal of the defect to a third party at the expense and risk of the Seller, without losing the warranty and warranty rights.
11. To the extent unregulated, the relevant provisions of the Civil Code shall apply to the guarantee and warranty for defects.



## §7 [Late payments, liability, contractual penalties]

1. In the event of any delay by the Seller with the delivery of the Goods, the Buyer has the right to withhold the payment of the missing part of the Price until the delivery is made. If the delay in delivery of the Goods exceeds 21 days - the Buyer may withdraw from the Agreement within 60 days from the date on which the delivery was to be made.
2. In the event of delay in the performance of obligations under the Agreement or the Order by the Seller, in particular in the delivery of the Goods or removal of defects in the Goods - the Seller shall pay the Buyer a contractual penalty of 0.5% of the Price for each day of delay.
3. In the event of withdrawal from the Agreement or the Order by any of the Parties for reasons not related to the Buyer - the Seller shall pay the Buyer a contractual penalty in the amount of 10% of the Price.
4. The Buyer reserves the right to claim compensation from the Seller for damages exceeding the amount of the contractual penalties.
5. Compensation for damages caused to the Buyer and compensation for profits lost by the Buyer - due to non-performance or improper performance of the Agreement by the Seller - will be established on the basis of the principle of full compensation of the damage caused.

## § 8 [Copyright]

1. The Seller, on the day of transferring to the Buyer the ownership of a given batch of Goods, transfers to the Buyer the proprietary copyrights to the Works in the following fields of use:
  - a) in the field of recording and reproducing the Works - producing the Works using any possible technique, including printing, reprographic, magnetic recording, digital technology, making prints, etc .;
  - b) within the scope of trading in the original or copies on which the Works were recorded, placing on the market, lending for use, renting;
  - c) in the scope of disseminating the Works in a manner other than specified above - making available to the public, in particular at public exhibitions, exhibiting, displaying, reproducing, broadcasting and re-broadcasting in every possible form of realization, as well as making the Works publicly available in such a way that everyone can have access to them in a place and time chosen by them;
  - d) using the Works to introduce changes to the Goods and then use them, including their use for the preparation of other necessary detailed designs for the Goods.
2. The Seller, on the date specified in paragraph 1, grants to the Buyer and his legal successors, and in particular to each owner of a given batch of Goods, irrevocable consent to make changes, adaptations or alterations of the Works or their parts.
3. The Seller, on the date specified in paragraph 2, grants the Buyer permission to exercise dependent rights and transfers to the Buyer the exclusive right to authorize the use and disposal of works or parts thereof, and authorizes the Buyer to further transfer this right to third parties. The transfer of the right to authorize the exercise of the dependent rights referred to in the preceding sentence shall take place at the time and in relation to all the fields of use indicated in paragraph 1 above.
4. The rights, consents and authorizations specified in par. 1-3 are included in the Price.
5. Whenever, for reasons relating to the producer of the Goods, the Seller will not be able to fulfill all or part of the obligations under section 1-3, the Seller will be obliged to ensure that these activities are carried out by



the producer of the Goods for the Buyer. It is also permissible for the manufacturer of the Goods to grant the Buyer an appropriate license to use the Works in the fields of use and to the extent corresponding to the requirements of paragraph 1-3, whereby the license should allow for the granting of sub-licenses and be granted for 20 years with the commitment by the manufacturer of the Goods not to terminate the license until the end of this period, under pain of liability for damages of the Seller and the producer of the Goods to the Buyer.

6. The Seller declares that the conclusion of the Agreement or Order does not infringe the intellectual property rights of third parties, in particular the rights to the Goods.

## **§ 9 [Renouncement]**

1. In addition to the right to withdraw from the Order or the Agreement resulting from the mandatory provisions of law and provided for directly in the GTC, the Buyer is entitled to withdraw from the Order or Agreement in the event of a delay of at least 14 days in the performance of the obligations under the Agreement or the Order by the Seller, in particular in the removal of defects in the Goods.
2. The Buyer may exercise the right to withdraw from the Order or Agreement within 60 days from the date of occurrence of the condition for withdrawal.
3. Withdrawal for reasons referred to in sec. 1 above shall be deemed to have been made for reasons not attributable to the Buyer.



## §10 [Other provisions]

1. Only the provisions of Polish law shall apply to Agreements and Orders.
2. Any disputes arising from the Agreement or the Order, respectively, shall be submitted by the Parties to the exclusive jurisdiction of the Polish courts. The court having jurisdiction over any disputes will be only the court competent for the seat of the Buyer.
3. The transfer of the receivables under the Agreement or the Order by the Seller to a third party requires the written consent of the Buyer, otherwise null and void.
4. If individual provisions of these GTC are invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions of the GTC or the Agreement or the Order. In such a case, the parties undertake to adopt such provisions that will reflect the previous provisions in an effective manner under Polish law.
5. All information contained in the Technical Documentation is subject to trade secret and each party undertakes to keep it confidential during the term of the Agreement or the Order and for a period of 5 years from their performance, termination or withdrawal from them. The seller should treat confidential information like his own business secret information, but at least he should protect it with due diligence. Confidential information may only be transferred to those entities whose involvement is necessary for the performance of the Agreement or the Order with the Buyer, provided that such entities will be subject to an analogous confidentiality obligation. Disclosure of this information to other entities, including subcontractors, tool suppliers or consultants, requires the Buyer's written consent to their disclosure. Nothing in these GTC excludes or limits the protection of confidential information, including business secrets, granted under generally applicable laws.

EXTRAL Sp. z o.o. with HQ in Żory

