

GENERAL TERMS AND CONDITIONS FOR SALE AND DELIVERY

ALUPROF S.A.

Version in force as of 01.01.2024

1. The scope of the General Terms and Conditions for Sale and Delivery

- 1.1. These General Terms and Conditions for Sale and Delivery, hereinafter referred to as the 'GT&C', specify the terms and conditions for the conclusion and execution of sales contracts and the delivery of goods to the Buyer by ALUPROF SA, having its registered office at ul. Warszawska 153, 43-300 Bielsko-Biała, Poland, entered into the National Court Register under the number KRS 0000106225, classified as a large-scale enterprise within the meaning of the Act of 8th March 2013 on counteracting excessive delays in commercial transactions, hereinafter referred to as the 'Seller' or 'Supplier'.
- 1.2. On each occasion, the GT&C shall constitute an integral part of a contract between the Seller and the Buyer, regardless of how it was concluded and in what form. In placing an order, the Buyer confirms its full familiarity with these GT&C, which are made available on www.aluprof.com, and its full acceptance thereof.
- 1.3. These GT&C shall apply to each and every sale or delivery of goods on the part of the Seller.
- 1.4. The adoption of provisions other than those set out in the GT&C requires the Seller's consent, given in writing under pain of being rendered null and void.

2. Contracts, quotations and orders

- 2.1. Orders may be placed in writing either electronically or as a hard copy and submitted via e-mail or fax. They may also be placed via the electronic ordering module of the MBCAD/Logical programme or via the ALUPROF e-store on www.aluprof.com. The placement of an order in any of the forms set out in the preceding sentences shall also be understood as the Buyer's acceptance of the Seller's quotation.
- 2.2. A contract with the Buyer is concluded by the Seller issuing an order acknowledgement (confirmation) or a *pro forma* invoice to the Buyer.
- 2.3. The Buyer may neither withdraw nor amend an order which has been confirmed by the Seller unless the Seller has given its prior consent in writing as a hard copy or via e-mail.
- 2.4. The documents required by the Seller for the placement of orders for glazing can be found in the document entitled *Conditions for the Sale of Glazing*, which is available on www.aluprof.com.

3. Prices

- 3.1. Prices are stipulated in the order acknowledgement (confirmation) on the basis of the price list in force on the date that the order is accepted or the date of the Seller's quotation.
- 3.2. An update to a price list automatically invalidates the previous version thereof.
- 3.3. The prices include the costs of packaging in accordance with the standards applied by the Seller. The Seller reserves the right to increase the price for non-standard packaging.
- 3.4. The Seller reserves the right to change the gross value of an order in the event of a change to the VAT rate or the introduction of other forms of taxation.

4. Terms and conditions for deliveries

- 4.1. The place of delivery of goods is the Seller's warehouse, FCA, in accordance with INCOTERMS 2020, and subject to the provisions of sec. 4.3 of the GT&C.
- 4.2. When the FCA form of delivery is used, the Buyer shall collect the goods from the Seller's warehouse. The Buyer is obliged to do so during the Seller's business hours and in line with the collection date confirmed by the Seller. Quantitative and qualitative acceptance shall be carried out before loading. The Buyer should have a means of transport suitable for carrying the goods. Where loading is carried out by the Seller, any and every risk related to the goods shall pass to the Buyer upon completion of the loading.

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- 4.3. When the DAP form of delivery is used to a place stipulated by the Buyer and confirmed by the Seller, in accordance with INCOTERMS 2020, the delivery is carried out by the Seller. The Buyer then undertakes to collect the goods ordered within the established deadline(s) and, in particular, to prepare for, and carry out, the unloading at the place of delivery in a technically appropriate manner and to conduct the quantitative and qualitative acceptance in respect of visible defects prior to unloading. Any and every risk of damage or loss of goods shall pass to the Buyer upon commencement of the unloading.
- 4.4. Should unloading be not possible for reasons attributable to the Buyer, the Buyer shall cover the costs of both storage and insurance, at a flat, daily rate of 1% of the gross value of the order, and shall also cover the transportation costs.
- 4.5. Delivery dates shall be stipulated by the Seller in the order acknowledgement (confirmation). The Seller declares that delivery dates may be subject to change on account of the direct and indirect consequences of global shortages and the unavailability of resources, including raw materials, parts and services. Should such a change occur, any and all of the Seller's liability in relation to late deliveries shall cease to apply, as shall the Seller's any and all liabilities in respect of contractual penalties.
- 4.6. The Seller reserves the right to carry out delivery in batches.
- 4.7. Goods will only be handed over to the Buyer on the basis of a delivery note. In placing an order, the Buyer declares and confirms that the people acting at the place of delivery are acting with the Buyer's authorisation and on its behalf.
- 4.8. The Buyer is obliged to inspect the goods in order to determine whether visible damage has occurred to it in transportation and to check both the quantity and quality of the goods. The Buyer's signing of a delivery note, without reservations, means that the goods have been delivered, in the quantity set out in the delivery note, and that there are no visible defects.
- 4.9. In the event of any quantitative shortfall or damage to the goods, the Buyer is obliged to issue a complaint report immediately, with the participation of the carrier, and then to report the complaint to the Seller without any delay. If, upon receipt, the condition of the goods gives no cause for reservation, but damage is found during unpacking, further unpacking shall be halted and the Seller shall be informed without delay or no later than seven days from the delivery date. After this period, the goods shall be considered to have been accepted without any reservations.
- 4.10. Should the Buyer fail to collect the goods ordered within seven days of the confirmed delivery date, then the Seller may charge the Buyer for storage costs at the rate of 1% of the net value of the order for each day of delay. Should the Buyer fail to collect the goods ordered within forty-five days of the confirmed delivery date, then the Seller shall be entitled at its own discretion to withdraw from the contract either entirely or partly, and as to the effects towards the future or from the date of conclusion of the contract. In such a case, the Seller shall require the Buyer to reimburse any and every cost and loss of profits. The withdrawal from the contract shall be made in writing as a hard copy or via e-mail within one hundred and eighty days of the occurrence of each premise for withdrawing from the contract as set out in the preceding sentence.
- 4.11. Where goods are delivered in returnable packaging owned by the Seller, the Buyer's confirmation that the goods have been received simultaneously confirms the receipt of the returnable packaging. The conditions for issuing and returning the packaging on each occasion are stipulated in the document entitled *INSTRUCTIONS FOR THE RETURN OF ALUPROF SA PACKAGING*, which is available at www.aluprof.com.
- 4.12. Should the Buyer fail to return the packaging within the deadline stipulated in *INSTRUCTIONS FOR THE RETURN OF ALUPROF SA PACKAGING*, the Seller shall have the right to impose upon the Buyer a contractual penalty of 1% of the net value of the packaging, as set out in the price list published on www.aluprof.com, for each day of delay in returning the packaging, but to a sum not exceeding the value of new packaging as specified in the price list published on www.aluprof.com.
- 4.13. If the returnable packaging is lost or damaged for reasons attributable to the Buyer, the Seller shall have the right to impose upon the Buyer a contractual penalty of the value of new returnable packaging, as set out in the price list published on www.aluprof.com. The Seller shall be entitled to claim damages exceeding the contractual penalties stipulated.

5. Terms and conditions for payment and trade credit

- 5.1. Inasmuch as the Parties do not agree otherwise, the Buyer is obliged to pay the entire gross value of the order before the goods are loaded onto the means of transport. The payment date shall be deemed as the day on which the payment is credited to the Seller's bank account.

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- 5.2. The Seller may agree to a deferred payment by granting trade credit. In such an instance, the Buyer undertakes to pay the full price within the period stipulated in the invoice.
- 5.3. Trade credit is granted by the Seller on the basis of the insurer's decision, financial data, the security provided and the history of the Seller's collaboration with the Buyer. The decision to grant trade credit may be revoked and amended by the Seller at any time.
- 5.4. The Seller is entitled to halt the execution of confirmed orders, in particular if any the following should occur:
 - a default on an invoice payment;
 - if the Seller's opinion of the Buyer's financial situation is negative; this applies, in particular, to the Buyer's liability listed on the Debt Exchange or with BIG [Economic Information Office] InfoMonitor S.A.;
 - the insurer's cancellation or reduction of the insurance limit on the basis of which the Seller has granted the Buyer trade credit;
 - the value of goods exceeds the amount of the trade credit previously granted to the Buyer by the Seller.
 - the instigation of insolvency or restructuring or liquidation proceedings against the Buyer.
- 5.5. If the Buyer is granted a trade credit, it is obliged to provide its annual financial reports to the Seller following the end of each calendar year. The reports should be submitted no later than fifteen days after they have been drawn up.
- 5.6. When amounts due are not paid on time, the Seller may take steps to recover them.
- 5.7. Should a default on the payment of an invoice occur, the Seller is entitled, at its own discretion, to unilaterally:
 - change the existing payment date;
 - refuse to release the goods;
 - reduce the amount of the existing trade credit or revoke it.
- 5.8. Should the Seller change its decision regarding the granting of trade credit, and/or in the case of a minimum of a thirty-day default on an invoice, the Seller may, at its own discretion, withdraw from the contract either entirely or partly and as to the effects towards the future or from the date of conclusion of the contract d. The withdrawal from the contract shall be made in writing within one hundred and eighty days of the occurrence of each premise for withdrawing from the contract set out in the preceding sentence.

6. Retention of title

- 6.1. The Seller reserves the right to retain title of ownership to goods delivered until such time as all amounts due under the contract have been paid. Until the title of ownership is transferred to the Buyer, the Buyer undertakes to notify the Seller immediately, in writing, if a delivered item is pledged or will be exposed to any action whatsoever on the part of a third party. Any processing or modification of, or change to, goods delivered which is carried out by the Buyer shall always be done at the request of, and on behalf of, the Seller. In the event that goods delivered are processed with items not owned by the Seller, the Seller shall acquire co-ownership of the new item in proportion to the objective value, in relation to the other items processed, at the time of their processing, of the item it delivered. The same shall apply when items are combined. If the combining occurs in a way whereby the Buyer's item will be perceived as the main item, then the Seller shall acquire proportional co-ownership of the main item from the Buyer. In order to secure claims against the Buyer, the Buyer shall also transfer to the Seller, by way of assignment of rights, such claims as arise against third parties as a result of combining goods with real property or any other thing to which the Seller gives its consent.
- 6.2. Where the Buyer is acting as a contractor or as a as an intermediary, it assumes full responsibility for the consequences of the Seller's retention of title as set out in the foregoing and is obliged to notify the Contracting Party or end purchaser (Buyer) of the applied retention of title.

7. Force majeure

- 7.1. The Seller shall not be liable for non-performance or inappropriate execution of the contract if it is a direct or indirect consequence of exceptional occurrences beyond the Seller's control, and, in particular, of a legislative act introduced by the authorities, or of *force majeure*.
- 7.2. The following, in particular, are considered to be *force majeure* events: natural disasters, earthquakes, wars, whether or not they have been declared, including acts of war, invasions and mobilisation, requisitioning, national or international sanctions and embargos, terrorist attacks, civil unrest, mobilisation, shortages of raw materials, transport shortages, strikes, lock-outs and unforeseeable events disrupting the Seller's production process and logistics.

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- 7.3. The Seller shall notify the Buyer without delay when a *force majeure* event causes an obstacle to the execution of a contract. In such an instance, the Seller shall be entitled to withdraw from the contract in its entirety or partly with no indemnity obligations towards the Buyer. The withdrawal from the contract shall be made in writing within ninety days of the occurrence of each premise for withdrawing from the contract set out in the preceding sentence.

8. Warranty and the Seller's liability

- 8.1. In respect of the type of goods and subject to the exceptions set out under sec. 8.2 and 8.3 below, the Seller only provides a warranty on the basis of the following documents: *ALUPROF SA: WARRANTY FOR PRODUCTS ALUPROF SA PLANT IN BIELSKO-BIALA* or *ALUPROF SA :WARRANTY FOR PRODUCTS ALUPROF SA PLANT IN OPOLE*; which are available on the Seller's website, at www.aluprof.com.
- 8.2. For glazing, the warranty is provided solely by each glazing manufacturer.
- 8.3. In respect of glazing manufactured by GLASSPROF Sp. z o.o., the warranty is provided on the basis of the document entitled.: *WARRANTY FOR GLAZING GLASSPROF Sp. z o.o* which is available on the Seller's website, www.aluprof.com.
- 8.4. If the Buyer is a business entity, the Seller's liability for defective goods under the statutory warranty is excluded.
- 8.5. Subject to the mandatory provisions of law, the Seller shall only be liable for actual damage caused by wilful misconduct or gross negligence, excluding loss of profits, with the provision that the Seller shall only be liable to the Buyer up to the value of the goods sold to which the damage relates.
- 8.6. The Seller shall not be liable for damage which has been caused as a result of: incorrect storage, processing or assembly of the goods on the part of the Buyer(e.g. damage resulting from mechanical causes, the goods getting wet, aggressive environmental factors and so forth).
- 8.7. The instigation of a complaint procedure or the submission of other claims relating to the performance of the contract shall not release the Buyer from its obligation to pay the full price for the goods.

9. The ALUPROF S.A. authorised zone

- 9.1. The Seller undertakes to:
- enable the Buyer to access the authorised zone of the www.aluprof.com website by providing individual access data in the form of a login and password;
 - to post price lists, catalogues, system updates of design support software and technical information to the aforementioned location.
- 9.2. The Seller reserves the right to make changes to the documents listed under sec. 9.1 b of the GT&C. The Buyer declares that, in placing an order, it is familiar with the Seller's current catalogues and price list.

10. Confidentiality

- 10.1. For the duration of a contract between the Seller and the Buyer, and after its termination or execution, the Buyer undertakes to maintain the confidentiality of any personal data, information, materials and any and all documents and/or files of any nature, including, but not limited to, hard copies of documents, electronic documents and so forth, received from the Seller or obtained in the course of the execution of the contract, hereinafter referred to as 'Confidential Information', and also to maintain the confidentiality of any and all information obtained while the contract is being executed.
- 10.2. The obligation to maintain the confidentiality of the Confidential Information includes, in particular, a prohibition on disclosing such information to other people, which is to say, Third Parties, with the exception of those referred to under sec. 10.3 of the GT&C, insofar as this is necessary for the execution of the contract between the Seller and the Buyer, and under sec. 10.4 of the GT&C.
- 10.3. The Buyer undertakes to inform those of its staff, associates and agents who are involved in the execution of the contract or who come into contact with Confidential Information of the obligations arising from the provisions of sec. 10.1 to 10.8 of the GT&C. The Buyer shall be liable for any and every violation of the obligations arising from this sec. 10 of the GT&C, on the part of the aforementioned people.

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- 10.4. The obligation to maintain the confidentiality of the Confidential Information shall not apply where the obligation to disclose it to Third Parties results from the applicable law and the Third Parties in question require the Buyer to provide it. The Buyer is obliged to notify the Seller in advance that a request of this kind has been made.
- 10.5. The Buyer undertakes to collect the Confidential Information from the Seller and to provide the Seller with information of this nature solely via members of its staff who have been informed of the obligations arising from this sec. 10 of the GT&C.
- 10.6. Upon execution of the contract, the Buyer shall:
- at the Seller's request and expense, return any and all documents on any and all media, which is to say, hard copies, electronic media and/or other media on which the Confidential Information is stored, without retaining any copies;
 - at the Seller's request and expense, destroy any and all documents on any and all media, which is to say, hard copies, electronic media and/or other media on which analyses or notes regarding the Confidential Information are stored; for instance, but not only, databases, forecasts, tests or other documents which themselves constitute Confidential Information or which contain such information, without retaining any copies;
 - confirm, in writing, its compliance with all of the obligations set out under items a. and b. above.
- 10.7. The Buyer shall not use the Seller's name, logo, trademark or any of its other brand recognition symbols without the Seller's prior written consent.
- 10.8. Should the Buyer disclose any Confidential Information, the Seller has the right to demand damages up to the amount of the expected profits and the losses incurred as a result of the disclosure.

11. Copyright and industrial property rights

- 11.1. When the sale or delivery of goods takes place on the basis of the Seller's documentation or on the basis of documentation prepared jointly by the Seller and the Buyer or on the basis of documentation prepared by the Seller in collaboration with the Buyer, the rights which arise in the course of the execution of the contract and, in particular, the author's economic rights, industrial property rights, including patents, and rights to utility models, industrial designs and trademarks remain the property of the Seller.
- 11.2. When the sale or delivery of goods takes place on the basis of documentation provided by the Buyer, the Seller bears no liability for infringement of copyrights and industrial property rights or any other rights of third parties. In the event of a violation of, or threat to, the aforesaid rights, the Buyer shall meet any resulting claims in full and indemnify the Seller against any and all liabilities and bearing any costs whatsoever.

12. Personal data protection

- 12.1. The Seller declares that, in respect of its contractors' data, including the Buyer's and/or its representative(s), hereinafter referred to as the 'data', it is the personal data controller within the meaning of Article 4 (7) of the Regulation of the European Parliament and the Council (EU) 2016/679 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 (General Data Protection Regulation), hereinafter referred to as the 'GDPR'.
- 12.2. Personal data provided by the Buyer are processed in accordance with:
- Article 6 1 (a) of the GDPR; when the Buyer voluntarily consents to receive the Seller's newsletter, the Seller uses the data indicated in the consent in order to notify the Buyer about its products, special offers and events. Details can be found in the rules for a given service. The Buyer has the right to withdraw its consent at any time, which will not affect the lawfulness of processing based on the consent before its withdrawal;
 - Article 6 1 (b) of the GDPR; the data processing is necessary for the execution of a contract to which the Buyer is a party or in order to take steps which are necessary prior to entering into a contract when the Buyer is a business/natural person;
 - Article 6 1 (c) of the GDPR; the data processing is necessary for the execution of a contract to which the Buyer is a party or in order to take steps which are necessary prior to entering into it and which arise from a legal obligation incumbent on the Seller;
 - Article 6 1 (f) of the GDPR; the data processing is necessary for the purposes of legitimate interests pursued by the Seller, such as making enquiries in respect of negotiating or executing a contract, for instance, or documenting electronic correspondence. Pursuant to Article 21 (1) of the GDPR, the Buyer has the right, at any time, to object, for reasons connected with its specific situation, to the processing of its personal data on this basis.

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12.3. The provision of the personal data is voluntary; however, not providing them will render the conclusion of a contract impossible.

12.4. Personal data provided by the Buyer are disclosed to:

- a. the Seller's authorised staff;
- b. should the Buyer's order be handled by one of the Seller's subsidiaries, the staff of that subsidiary may process the Buyer's data. The Buyer will be informed of this separately;
- c. suppliers of IT systems and services;
- d. entities providing the Seller with services necessary to the execution of a contract/order to which the Buyer is a party, particularly providers of financial and accounting services, subcontractors, companies providing services to the Seller, debt collection agencies and law offices;
- e. banks, in respect of effecting payments;
- f. the authorities authorised to receive the Buyer's data under the applicable laws.

12.5. The data provided by the Buyer as necessary to the execution of the contract will be stored for a period of ten years from the date of the last sale in the case of full repayment of debt, together with statutory interest and all costs, including court and enforcement costs.

12.6. The Buyer has the right:

- a. to withdraw its consent to the processing of its personal data at any time if it has consented to the processing of the said data for the purposes of the Newsletter, for instance. The withdrawal of the consent does not affect the lawfulness of the processing based on the consent prior to its withdrawal;
- b. to access, rectify and erase its personal data;
- c. to request the Seller to limit the processing of its personal data and to object to its processing;
- d. to obtain a copy of its personal data and to transfer them.

N.B. In legally justified instances, the fulfilment of the Buyer's rights can be limited. The Buyer will be notified of this separately.

12.7. The Seller hereby gives notice that the Buyer's personal data will not be transferred to a third country/international organisation. They will neither be processed by automatic means nor used for profiling within the meaning of Article 22 of the GDPR.

12.8. The Buyer has the right to lodge a complaint with the supervisory authority, which is to say, the President of the Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa, Poland; tel.: +48 22 531 03 00; www.uodo.gov.pl).

12.9. The Seller has appointed a Data Protection Officer who can be contacted in matters concerning personal data processing at iod_aluprof@grupakety.com, tel. +48 33 819 53 00. Additional information concerning data processing by the Seller is available on the Seller's website, at www.aluprof.com/rodo.

13. ALUPROF S.A. newsletter

13.1. Entering an e-mail address in the authorisation document in the 'Newsletter' column is tantamount to agreeing to receive the Seller's newsletter containing information about products, the latest news from the Seller, special offers and the services the Seller provides in connection with a given authorisation segment. The Buyer has the right to withdraw its consent to the processing of its personal data at any time without providing reasons. Withdrawal does not affect the lawfulness of the processing based on the consent prior to its withdrawal.

13.2. The terms and conditions of the Seller's newsletter service are available at <https://aluprof.com/firma/regulamin-newslettera>.

13.3. After consent has been given, as per sec. 13.1, the e-mail address provided by the Buyer will be disclosed to the Seller's authorised staff and the external mailing service provider. The Buyer's data may also be disclosed to the relevant authorities, inasmuch as they are empowered to require this by the applicable law.

13.4. The Seller's data will be processed while the newsletter service is being provided and until such time as:

- a. the Seller withdraws its consent, which can be done by clicking on the 'unsubscribe' link at the bottom of each message received as part of the newsletter service or by sending a request for the withdrawal of consent to resignation@aluprof.eu;
- b. we are informed that the data we are storing is out of date, inaccurate or illegible.

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Information relating to your withdrawal, together with the relevant data, may be stored for another three years for evidentiary purposes. During that period, neither the information nor the data will be used for marketing purposes and once the said period is over, they will be deleted.

- 13.5. If there are any concerns regarding the functioning of the Seller's newsletter, the Buyer can always contact the Seller's Data Protection Inspector by e-mail at iod_aluprof@grupakety.com or by calling +48 33 819 53 00.
- 13.6. At any time, the Buyer has the right to request the Seller to provide it with access to its personal data, to rectify them, erase them or limit their processing. It also has the right to object to them being processed and the right to transfer its data and obtain copies of them. To this end, please send your request to newsletter@aluprof.eu.
- 13.7. The Buyer can find more information at www.aluprof.com/firma/rodo.

14. Final provisions

- 14.1. For these GT&C, the sole applicable law shall be Polish law, with the exception of conflict of laws and the provisions set out in the United Nations Convention on Contracts for the International Sale of Goods of 11th April 1980. In matters not regulated by these GT&C, the provisions of the Civil Code shall be applied accordingly. The foregoing shall apply irrespective of the countries in which the Seller and the Buyer have their registered offices and irrespective of the country for which the delivered goods are destined and where the execution of the contract takes place.
- 14.2. As regards the resolution of disputes arising from the legal relations existing between Parties having their registered offices in Poland, including the execution and eventual termination of the said relations, the Parties agree that the common courts of law applicable to the Seller's registered office shall have exclusive jurisdiction.
- 14.3. None of the Buyer's general purchasing conditions, regardless of their form, content or name, shall be applicable to the execution of a contract on the sale and delivery of goods to the Buyer unless such general purchasing conditions are accepted in writing by the Seller under pain of being rendered null and void.
- 14.4. In placing an order, the Buyer confirms that it is not subject to sanctions imposed by the government of Poland, the authorities of the European Union or the United Nations, and also confirms that the Buyer's beneficial owner is not subject to sanctions of this kind. In addition, in placing an order, the Buyer confirms that the goods covered by the contract will not be sold to entities which are the subject of sanctions imposed by the government of Poland, the authorities of the European Union or the United Nations, and also confirms that the beneficial owner is not subject to sanctions of this kind.
- 14.5. The ineffectiveness or invalidity of all or part of any provision of the GT&C shall not affect the effectiveness and validity of the remaining provisions thereof, nor shall it affect the effectiveness and validity of the contract.
- 14.6. The Parties agree that the Buyer may not transfer the rights arising from a concluded contract to other persons without the prior consent of the Seller, provided in writing, under pain of being rendered null and void. Under no circumstances may third parties invoke rights resulting from the provisions of a contract concluded between the Seller and the Buyer.
- 14.7. Any and every change to the provisions of the GT&C shall come into force on the day that they are made available on the Seller's website, at www.aluprof.eu or www.aluprof.com.

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