

These General Conditions of Sale were adopted by a resolution of the Management Board of CEZOS Limited liability company Limited partnership on 16. April 2021

1. Definitions used in the document:

- 1.1. These General Conditions of Sale (hereinafter: the GCS) specify the rules of conclusion and performance of agreements concerning the goods offered by Cezos Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Gdynia, registered under KRS number 0000585942, holding NIP number 5860018456 and REGON number 190273058 (hereinafter: CEZOS).
- 1.2. All agreements concluded by CEZOS are subject to performance under the terms of these General Conditions of Sale (hereinafter: the GCS) which constitute an integral part of the agreement, which the PURCHASER confirms to be the full and exclusive expression of the agreement between the PURCHASER and CEZOS. Any additional or different terms or agreements shall be binding only to the extent that they are accepted by CEZOS, subject to written form under penalty of nullity.
- 1.3. The GCS are considered to be effective when CEZOS sends these GCS to the PURCHASER before entering into an agreement.
- 1.4. These GCS exclude the application of other contractual templates (general contractual terms and conditions, sales conditions, agreement templates, regulations, etc.) applied or established by the Purchaser.
- 1.5. Contractual provisions, individually agreed and confirmed in writing, have priority over the provisions of these GCS in the scope in which they contain regulations different than these GCS.
- 1.6. The terms used in these GCS shall mean:
 - 1.6.1. Inquiry - an inquiry (order) directed by the PURCHASER, containing at least: the name of the ordered product, quantity, the PURCHASER's data necessary to issue a VAT invoice as well as manner, deadline and place of collecting the products to which the Inquiry pertains;
 - 1.6.2. Confirmation – the statement of the PURCHASER on acceptance of the order completion conditions (price of goods, total value of the ordered goods, completion date, place and conditions of delivery/collection and payment conditions) presented to the PURCHASER by CEZOS in response to the Inquiry.

2. Offer / order confirmation

- 2.1. Advertisements, catalogues, brochures, price lists and other announcements of goods offered by CEZOS are for information purposes only and do not constitute an offer within the meaning of the Civil Code and as such are not binding unless the content of these documents indicates otherwise.
- 2.2. The agreement is concluded when:

- 2.2.1. The PURCHASER confirms the order execution conditions presented by CEZOS, in response to the PURCHASER's inquiry (order), including the order execution date and sending and accepting to use these GCS;
 - 2.2.2. to determine, as a result of negotiations, all the order execution conditions and to send them to the PURCHASER and to accept these GCS for application.
- 2.3. Orders placed without a prior offer from CEZOS are treated as an inquiry about the possibility of order fulfillment and are not binding for CEZOS until CEZOS determines the conditions and time limit for order fulfillment and sends these GCS to the PURCHASER before concluding the agreement. The same shall apply if PURCHASER modifies CEZOS' offer or the terms and conditions of performance set by CEZOS.

3. Documents

- 3.1. Data contained in catalogues, prospectuses, offer and agreement documents in the form of illustrations, drawings, dimensions and weights, consumption and performance indicators and other data are approximate and non-binding unless expressly stated to be binding.
- 3.2. CEZOS reserves the right, in special cases, to change the design and, where appropriate, to make changes in materials without leading to a deterioration in the quality of the product.
- 3.3. CEZOS reserves the copyright to drawings and other documents delivered to the PURCHASER with the goods. The PURCHASER shall not be entitled to use them for any other purpose than using the purchased goods in accordance with their intended use, including copying, duplicating or making them available to a third party. These documents do not transfer ownership of the goods or imply the granting of any license.
- 3.4. Drawings and other documents constituting the components of the offer, if made available to the PURCHASER prior to the conclusion of the agreement, remain the property of CEZOS and are to be returned immediately upon CEZOS' request, together with any copies made thereof.
- 3.5. CEZOS is entitled to full protection of patents and technical solutions used in the products offered.
- 3.6. The PURCHASER shall be obliged not to transfer to other entities information or technical documentation on the basis of which the products purchased by it were made.

4. Prices, packing, insurance

- 4.1. The prices of sale or performance of products by CEZOS do not include VAT, excise taxes, other taxes, duties that will be added to the price agreed upon by the parties in accordance with applicable law.
- 4.2. The prices given by CEZOS do not take into account customs fees or other financial burdens imposed on products according to the law applicable to the seat of the PURCHASER.
- 4.3. Unless the parties agreed expressly before the conclusion of the agreement, CEZOS does not insure the goods sent to the PURCHASER, including the transport risk.

- 4.4. The packaging costs and the nominal cost of the method of shipment of the goods agreed upon by the parties shall be borne by the PURCHASER. This cost will be added to the price of the goods at the actual cost incurred.

5. Transfer of risk

- 5.1. If the goods are to be shipped to the destination indicated by the PURCHASER or agreed upon by the parties, the release of the goods and transfer of the risk of accidental loss or damage to the goods to the PURCHASER shall occur at the moment of handover of the goods to the first carrier.
- 5.2. If shipment is delayed due to PURCHASER's failure to perform its obligations or at PURCHASER's express request, the risk of accidental loss or damage to the goods shall pass to PURCHASER upon notification of readiness for shipment.

6. Order completion dates

- 6.1. The order deadline is considered to be met if the goods are ready for shipment/release within this period.
- 6.2. The order completion date determined by CEZOS also takes into account the delivery dates of sub-suppliers and cooperators. In case of delays in delivery by these entities, CEZOS reserves the right to unilaterally extend the delivery date agreed upon by the parties, of which CEZOS shall immediately inform the PURCHASER.
- 6.3. The term of the agreement shall commence at the time of the conclusion of the agreement in accordance with point 2.2. of these GCS, subject to point 6.2.
- 6.4. Observance of the order completion deadline depends on timely performance of contractual obligations by the PURCHASER. In case when, according to the arrangements made by the Parties, it is necessary for the PURCHASER to provide additional information or documents, to obtain authorizations or permits, or to make the advance payment/submission or the whole agreed price, the order completion term starts at the moment of, respectively, providing the last required information or documents, obtaining the last required authorizations and permits or making the agreed payments.
- 6.5. Any changes in the performance of the agreement required by the PURCHASER, if accepted by CEZOS, may result in an extension of the order completion date.
- 6.6. CEZOS reserves the right to deliver ordered goods in batches.
- 6.7. Minor defects that do not influence the possibility of using the goods as intended do not influence the PURCHASER's obligation to collect the goods. In such case, the order completion date shall be deemed to have been met.

7. Delivery of goods

- 7.1. If the delivery is delayed for reasons attributable to the PURCHASER, including if the goods are not collected by the PURCHASER at the agreed time, are not collected from the carrier or the PURCHASER refuses to collect the goods, CEZOS is entitled to store the goods at the cost and risk of the PURCHASER.
- 7.2. If the events referred to in point 7.1 occur CEZOS is entitled to issue an invoice for the performance of the agreement and charge the PURCHASER with storage costs. If storage is at the CEZOS's warehouses, storage costs shall be no less than 1.0% of the value of the stored goods for each month from the date of storage.
- 7.3. CEZOS has the right to set another date of acceptance, and after exceeding this date for the reasons referred to in point 7.1. the right to sell or freely dispose of the goods. No sale or other disposition of the goods shall relieve the PURCHASER from the obligation to pay for the goods.
- 7.4. If the execution of the order will be impossible or significantly hindered by unforeseen events beyond CEZOS' control – an act of force majeure – especially such as fire, flood, accident, civil unrest, war, strike, lockout, sabotage, delay in delivery of raw materials or components, embargo, lack or delay in receiving important official authorizations by the supplier or sub-supplier, introduction of an epidemic state or threat of epidemic, state of emergency or as a result of causes similar in nature to those mentioned above, CEZOS shall be released from its contractual obligations for the time and to the extent of the force majeure.
- 7.5. CEZOS shall immediately notify the PURCHASER of the occurrence of force majeure. In the same mode and time limit CEZOS shall notify the PURCHASER about the termination of the circumstance constituting the obstacle in performance of CEZOS' contractual obligations.
- 7.6. In the event of force majeure, the PURCHASER shall not be entitled to terminate, terminate or withdraw from the agreement and shall not be entitled to any claims for delay in performance of the agreement.
- 7.7. CEZOS may terminate the agreement retaining the right to claim damages from the PURCHASER in case the PURCHASER initiates liquidation proceedings or becomes insolvent.

8. Terms of payment

- 8.1. All payments should be made as agreed upon by the parties.
- 8.2. The PURCHASER shall pay the price within the time limit resulting from the VAT invoice issued by CEZOS, unless a different time limit results from individual arrangements between the parties.
- 8.3. Payments shall be made exclusively to the CEZOS bank account indicated on the VAT invoice and shall be made free of transfer costs and any other charges, within the agreed time limit, without the possibility for the PURCHASER to make any deductions.
- 8.4. The PURCHASER is entitled to make a deduction of mutual claims of CEZOS and the PURCHASER only if the PURCHASER'S claim against CEZOS has been determined by a final judgment of a common court.

- 8.5. If payment is delayed with respect to the date on which it should have been made, CEZOS shall be entitled, without notice of delay, to satisfy all its claims on the bank guarantee, bill of exchange or cheques presented as security for the performance of the agreement.
- 8.6. CEZOS has the right to charge interest for the delay in payment of CEZOS' dues.
- 8.7. If deliveries are delayed for reasons not attributable to CEZOS, payments are due on the date originally agreed upon by the parties.
- 8.8. Failure of the PURCHASER to make any of the payments to CEZOS on time entitles CEZOS to suspend the delivery of supplies and appropriate adjustment of the order completion date, including the date falling after the completion of the overdue payment.
- 8.9. Failure to pay the amount due within the time specified on the invoice entitles CEZOS to discontinue the supply of goods and suspend the execution of already concluded agreements. CEZOS may condition the execution of a new order placed by the PURCHASER who is in arrears with payments or pays invoices untimely, on making an advance payment on account of the PURCHASER's new order.
- 8.10. In case the PURCHASER's delay in payment of any amount to CEZOS exceeds thirty (30) days, CEZOS may terminate the agreement with immediate effect. In such a situation, the PURCHASER shall be obliged to pay to CEZOS an amount equal to the amount of all works performed and materials delivered, and to pay to CEZOS a contractual penalty for termination of the agreement for reasons beyond CEZOS' control, within 7 calendar days from the date of termination, in the amount of 20% of the gross agreement value. CEZOS reserves the right to claim damages in excess of the stipulated contractual penalty.
- 8.11. The date of payment shall be the date the funds are received in CEZOS bank account.

9. Liability

- 9.1. CEZOS provides guarantee for its products in accordance with the provisions of the Guarantee Card for CEZOS products.
- 9.2. CEZOS provides the PURCHASER with the Warranty Card together with the delivery of CEZOS products.
- 9.3. CEZOS is liable for failure to perform or improper performance of the agreement, except that this liability does not include lost profits. CEZOS shall also not be liable for any damages arising from improper selection of products, their improper use or use contrary to their intended use or instructions for use and maintenance, as well as for any damages whose occurrence or extent was influenced by the condition and characteristics of the infrastructure in which the products are to be used, including in particular those elements with which the products are to be connected.
- 9.4. Notwithstanding the above, the liability of CEZOS for any damages is limited to the amount of the net contractual remuneration paid by the PURCHASER, and this limitation shall not apply to damages occurring due to intentional fault of CEZOS.
- 9.5. If the parties have agreed in writing on the delivery of products or materials that do not meet the

Polish Standards or other technical or safety standards, CEZOS shall not be liable for the resulting damage.

- 9.6. The possibility and effects of using the products delivered by the Seller in specific construction solutions of the PURCHASER are the responsibility of the PURCHASER, even if CEZOS was involved as an advisor or consultant in the preparation of the construction and the final product.
- 9.7. CEZOS is not liable for defects of goods made by the PURCHASER using products delivered by CEZOS.
- 9.8. CEZOS hereby excludes the application to purchasers who are entrepreneurs of provisions on warranty for defects in products.

10. Final provisions

- 10.1. Any disputes that may arise in connection with the conclusion or performance of an agreement using these GCS shall be submitted by the parties to the common courts of law with jurisdiction over the registered office of CEZOS.
- 10.2. In matters not regulated by this Agreement, the provisions of Polish law and the Polish Civil Code shall apply.

CEO

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