

## General terms of purchase (GTP)

These General Terms and Conditions of Purchase constitute an integral part of each order of goods placed by Romer Andrzej Ciura, Wojciech Ciura civil partnership with its registered office in Skarżysko-Kamienna, ul. Rejowska 99, hereinafter referred to as the Buyer. The legal relationship between the Seller and the Buyer is based on the following conditions and, possibly, subsequently on written agreements between the Buyer and the Seller. Other conditions will not be accepted. Non-acceptance also applies in those cases in which the Buyer does not expressly contradict other purchase conditions.

### 1. General provisions

1.1 The Seller is obliged to deliver and transfer to the Buyer the ownership of the goods in accordance with the order and these General Conditions of Purchase.

1.2 The detailed subject of sale, date and place of issue, price, transport and insurance requirements and the method of delivery of the goods are specified in the written order. The order can be sent via the Internet or by fax.

1.3 Orders are only valid if they exist in writing. If orders are sent as emails without an attachment, they do not require a signature.

1.4 Orders are accepted from the Buyer if the Seller does not object in writing within 5 days. The seller must send an order confirmation, which specifies the price and the agreed delivery time. If the Buyer does not receive an order confirmation, this does not mean that there is no contract between the Seller and the Buyer. The Seller is obliged to inform the Buyer if the order cannot be accepted in any case.

### 2. Packaging and labeling of goods

2.1 The Seller is obliged to deliver the goods in packaging corresponding to the properties of the goods and using means of transport that guarantee their proper transport, adequate maintenance and protection, allowing the goods to be kept in a non-deteriorated condition.

2.2 The Seller is obliged to properly mark the goods in accordance with the applicable standards or the terms of the order.

### 3. Conditions of receipt

3.1 The Seller is obliged to deliver the goods in accordance with the technical and quality parameters and in the quantity specified in the order.

3.2 The Buyer reserves the right to participate in qualitative and quantitative acceptance at the Seller's premises.

3.3 The Seller is obliged to attach the following documents to each delivery:

a) a bill of lading or a packing list referring to the order placed by the Buyer along with the full marking of the goods and their quantity

3.4 Lack of documents listed in point 3.3 will result in the delivery being considered

incomplete until the missing documents are completed.

### 4. Confidentiality

4.1 Technical drawings, specifications and samples provided by the Buyer to the Seller are an integral part of the order. The buyer reserves the rights to all these documents and samples. All delivered documents are confidential and cannot be sent to third parties.

### 5. Quality

5.1 The seller is responsible for delivering the perfect quality product.

5.2 If, in the process of internal quality control of the Buyer, within 12 months of receiving the delivery, the Seller reveals defects for the quantity of goods exceeding 5% of the delivery for a given item, the Seller has the option of repairing it at the Seller's expense or requesting replacement of the defective products covered by the entire delivery for a new one according to The procedure described in point 5.3, without the need to control the quality of the remaining part of the delivery, considering it defective in its entirety.

### 6. Complaints

6.1 The Buyer is entitled to submit a complaint in writing (by e-mail) due to the lack of conformity of the goods with the contract.

6.2. The Buyer is entitled to demand delivery of the goods in accordance with the contract within 24 months of receiving the goods, during this time the Buyer is obliged to return the goods that do not comply with the contract to the Seller, and the Seller is obliged to produce and deliver the goods in accordance with the contract immediately, but not later than in 30 days from the Buyer's request to the Buyer. If this is not possible, in cases where the transport itself may require more time, the Seller will deliver the goods within 30 days to the Buyer's Representative in the Seller's country indicated by the Buyer.

6.3 In the event of a justified return / exchange of goods, all transport costs [return - Seller's DAP] and [new delivery - Buyer's DAP] will be borne by the Seller, unless otherwise agreed.

6.4 In the event of the Seller's delay in fulfilling the obligations arising from the complaint to the Buyer, in order to secure the continuity of the Buyer's production, the Buyer reserves the right to repair or replace the purchase of the defective batch of goods with another seller, charging the Seller with the difference in the purchase cost incurred in connection with the performance of these activities.

### 7. Delivery

7.1 In the event of an expected delay of the Seller with the delivery of the goods, the Seller should immediately inform the Buyer about it. If the delivery date is exceeded, without prior notice to the Buyer, the Buyer will be entitled to

refuse to accept the goods, thus requesting a refund of the advance payments.

If the Seller has informed about the delay and does not fulfill the delivery within the extended period, the Buyer will acquire the right to the Seller to a replacement purchase described in point 6.4. However, if a replacement purchase is not possible, the Buyer will acquire the right to claim compensation from the Seller.

### 8. Settlement of disputes

8.1 The parties declare their will to amicably resolve any disputes arising from the performance of this contract, and in the event of failure to reach an agreement, the dispute will be submitted to a common court competent for the seat of the Buyer.

### 9. Transfer of receivables

9.1 The Seller may not, without the prior written consent of the Buyer, transfer to a third party all or part of the liabilities he is entitled to under this contract against the Buyer.

### 10. Warranty

10.1 Unless agreed otherwise, the Seller's liability for defects is 24 months, the Buyer is not obliged to perform quality checks immediately after receiving the delivery.

10.2 The Seller undertakes that the Buyer will be able to receive spare parts for a period of at least 10 years from delivery.

### 11. Other provisions

11.1 Polish law shall apply to this contract and the obligation relationship arising therefrom.

11.2 The place of performance of the contract is Skarżysko-Kamienna, Poland. Unless otherwise agreed.

11.3 Any changes to the contract, including these General Terms and Conditions of Purchase, must be made in writing under pain of nullity.