

GENERAL TERMS OF SALE

OF NERLI GRUPPEN POLAND SP. Z O.O.

§ 1. General provisions

1. The General Terms of Sale define the rules for concluding contracts for the sale of goods offered exclusively to commercial entities (entrepreneurs) or other entities that are not consumers by Nerli Gruppen Poland Sp. z o.o. with registered seat in Kościerzycze 130, 49-314 Piszczowice, having tax number (NIP) 1010006387 and statistical number (REGON) 02232911900000, entered into the Register of Entrepreneurs of the National Court Register under the KRS number 0000490701, registration file kept in the District Court in Opole, 8th Commercial Division of the National Court Register, share capital in the amount of PLN 505,500.00, paid in full (hereinafter referred to as "**Nerli Gruppen Poland**").
2. General Terms of Sale, hereinafter referred to as "**GTS**", are an integral part of all contracts for the sale of goods (in any form, in particular oral, electronic, written) concluded by Nerli Gruppen Poland with other entrepreneurs and other entities (not consumers). By "**Buyer**" within the meaning of these GTS is meant an commercial entity (entrepreneur) or other entity, which is not a consumer. In the event of contract terms agreed differently with the Buyer, priority will be given to individual arrangements provided in the contract.
3. GTS are publicly available at the registered seat (headquarter) and on the Nerli Gruppen Poland website (<https://nerligruppen.com/>), and may additionally be an attachment to the contracts.

§ 2. Materials, patterns and prices

1. Proposals, statements, price lists, advertisements, marketing materials, website and all announcements about goods offered by Nerli Gruppen Poland are for information purposes only; patterns and samples issued by Nerli Gruppen Poland are only for demonstrative and exhibition purposes; they do not constitute an offer or assurances about the characteristics of goods sold by Nerli Gruppen Poland within the meaning of the applicable provisions of law, in particular the Polish Civil Code.
2. The prices provided in the price lists are net prices and do not include value added tax (VAT).

§ 3. Terms of payment

1. The payment for the received goods should take place immediately after issuing the invoice or according to the agreed payment terms. The term in each case is determined in days and is calculated from the date of invoice.
2. The Buyer becomes the owner of the goods at the time of full payment for the goods, on dates specified by Nerli Gruppen Poland (reservation of ownership of the sold item - Article 589 of the Polish Civil Code). If the Buyer fails to make payment within a specified period, then Nerli Gruppen Poland in particular has the right to demand the return of unpaid goods from the Buyer. Nerli Gruppen Poland may also demand remuneration, in particular if the goods have been used up or damaged.
3. The date of the Buyer's performance is the date of receipt of the receivables to the bank account of Nerli Gruppen Poland.
4. If the Buyer has been late with payments due on the basis of more than one invoice, Nerli Gruppen Poland has the right to assign any payment made by the Buyer on account of any invoice in the first instance against interest, and then the payments with earliest due date. This provision repeals the debtor's rights referred to in art. 451 § 1 of the Polish Civil Code.
5. Submitting a complaint does not entitle the Buyer to withhold payment for the goods, in whole or in part.
6. The Buyer is obliged to immediately inform Nerli Gruppen Poland if there are circumstances justifying the submission of an application to declare his bankruptcy.
7. In the event of a delay in payment, the Buyer is obliged to pay interest for delay in commercial transactions.

§ 4. Conclusion of the contract

1. The contract is concluded in a manner described in this paragraph, after completing the procedure that starts with placing the order by the Buyer.
2. The ordering procedure should be initiated by the Buyer via e-mail sent to the address orders@nerligruppen.com or in writing on the Order Sheet and in particular specify: full name of the Buyer's company, its address and its tax number (NIP), goods and their specification, the quantity of ordered goods, and it should be submitted by a person authorized to place orders on behalf of the Buyer.
3. Nerli Gruppen Poland accepts the abovementioned order only in full. In confirmation, Nerli Gruppen Poland issues and sends to the Buyer an appropriate document (an offer within the meaning of the Polish Civil Code) - in particular, a confirmation of the order or a pro forma invoice, where it indicates the quantity and type of goods to be sold, its price and value and estimated delivery date.
4. The conclusion of the contract takes place through the Buyer's acceptance of the offer described in § 4.3 via e-mail or in writing. For the avoidance of doubt, it is indicated that the Buyer's response like "I accept", "accept", "ok" or any other of its kind is sufficient. In relation to the Buyers with whom Nerli Gruppen Poland remains in

permanent commercial relations, it is also possible to accept the offers, which are referred to in § 4.3 tacitly – if within 24 hours from sending them, the Buyer does not declare that he does not accept the offer, it is considered accepted.

5. In the case of overdue payments, non-payment of interest, possession of other overdue liabilities towards Nerli Gruppen Poland, the execution of subsequent orders may be suspended until the relevant payments have been made or any other liabilities have been settled.

§ 5. Handing over the goods

1. From the moment of handing over the goods by Nerli Gruppen Poland, the benefits and burdens associated with the goods and the risk of their accidental loss or damage pass onto the Buyer.

2. The place of performance by Nerli Gruppen Poland, and therefore the place of handing over the goods, is the place of unloading the goods. This rule does not apply to situations where transport of goods is not carried out by means of transport provided by Nerli Gruppen Poland; then, the place of performance by Nerli Gruppen Poland is the place of handing over of goods to the Buyer or carrier of the Buyer - at the registered seat of Nerli Gruppen Poland, unless the Parties agree otherwise.

3. The Buyer is obliged to unload the truck with the goods within 1 hour from the time of arrival of the truck to the place of destination. In the event that the Buyer does not unload at the indicated time, he bears all costs related to the resulting downtime. The Buyer has the right to indicate an additional, alternative place of unloading the truck with the goods. The cost of unloading at an additional place of unloading shall be borne by the Buyer. If the delivery of goods to an additional place of unloading will extend the transport route, or significantly change it, then additional transport costs will be charged to the Buyer. If the goods are not collected from Nerli Gruppen Poland, the Buyer shall bear the costs of storing the goods.

4. The Buyer is obliged to examine the quality and completeness of the goods with the utmost care directly on delivery and to identify possible deficiencies or damage to the goods, in particular arising during transport. If the transport is not provided by Nerli Gruppen Poland, the Buyer should demand from the carrier to make annotation about damage on the consignment note, under pain of losing the rights and claims due to it.

§ 6. Statutory warranty, contract performance

1. Goods are sold by Nerli Gruppen Poland on the basis of a contract, in accordance with the Technical and Operational Documentation and Declaration of Performance for the given goods, which are available at the registered seat and on the website of Nerli Gruppen Poland. The Buyer may not invoke the incompatibility of the ordered goods with the order placed or the contract concluded, if the goods were manufactured in accordance with

the Technical and Operational Documentation and the Declaration of Performance appropriate to the goods ordered.

2. All complaints should be reported to Nerli Gruppen Poland immediately by e-mail to complaint@nerligruppen.com, or in writing.

3. Complaints may be filed no later than on the day of unloading of the goods - for quantitative complaints resulting from incorrect loading of the goods and for quality claims resulting from damage caused during transport.

4. Quality complaints other than those indicated in the preceding paragraph, the Buyer should report immediately after detecting the defect, but not later than within 3 days from its detection and 2 years from the date of delivery of the product. When considering a complaint, their validity is assessed taking into account the applicable technical standards.

5. Failure to submit a complaint within the above-mentioned dates causes the Buyer to lose all rights and claims under the statutory warranty and (additional) warranty.

6. In each case of reporting defects in goods or the manner of performance of the contract, the basis for processing the complaint by Nerli Gruppen Poland and the condition for the effectiveness of reporting defects in goods or the manner of performance of the contract is::

- a) preparing a warranty claim form and photo documentation,
- b) enabling representatives of Nerli Gruppen Poland to examine goods whose defects have been reported by the Buyer, at any request of Nerli Gruppen Poland.

7. Until the final consideration of the complaint, the Buyer is obliged to keep the claimed good in a proper manner, in particular preventing its possible damage or deficiencies.

8. If the complaint is considered justified, Nerli Gruppen Poland in accordance with the content of the request submitted as part of the complaint or - in the absence of such a request - at its discretion, can replace the goods free of defects, reduce the price of the goods, remove defects in the claimed goods. Nerli Gruppen Poland and the Buyer can also agree a different way to settle a complaint. Pursuing a complaint in the above-mentioned manner excludes the possibility of any further compensation by the Buyer.

9. Nerli Gruppen Poland is not liable for damage caused during unloading of the goods.

10. In particular, Nerli Gruppen Poland is not liable for a defect in the case:

- a) improper assembly or improper use of goods, if the Buyer performed these activities himself or commissioned them to third parties, or if the improper assembly or improper use of the goods was made by the final purchaser of the goods, who acted in this respect contrary to the Assembly Instructions received from Nerli Gruppen Poland,
- b) the use of the goods by the Buyer, third parties or the final purchaser contrary to its technical parameters and functional properties of the goods,
- c) unauthorized changes to the goods by the Buyer or by the final purchaser of the goods.

11. If Nerli Gruppen Poland's inability to perform occurred as a result of force majeure, the Buyer is not entitled to any rights or claims, including compensation for damage resulting from non-performance, incomplete performance or untimely performance of the contract. Nerli Gruppen Poland is obliged to immediately inform the Buyer about events that caused full or partial inability to perform the contract or to perform it on time. Events referred to as force majeure include, among others distortions of functioning of the plant of Nerli Gruppen Poland that happened without its fault, restrictions caused by the government's regulations, natural disaster, strikes, etc..

12. Nerli Gruppen Poland is liable under the statutory warranty and (additional) warranty (if additional warranty for a given good will be granted – see „Warranty Terms” document) on the terms set out in these GTS. Nerli Gruppen Poland is not liable for any damages, including actual losses (*damnum emergens*) or lost profits (*lucrum cessans*). The liability of Nerli Gruppen Poland towards the Buyer - referred to in the preceding sentences - takes place, if the product has become defective as a result of Nerli Gruppen Poland's action or omission. This liability also applies to the situation when Nerli Gruppen Poland, knowing about the defect of the sold goods, did not inform the Buyer or prepared instructions for assembly and use attached to the sold goods, if the defect arose due to the installation and use of the goods by the final purchaser of the goods in accordance with this instruction.

13. The Buyer waives the right to set off mutual claims for the claimed defects.

14. In matters relating to liability of Nerli Gruppen Poland for defects of the sold goods, to the extent not covered by the GTS (or Warranty Terms), the provisions of the Polish Civil Code regarding claims for physical and legal defects apply, taking into account the provisions of this paragraph, whereby the final purchaser of the goods is understood as a consumer within the provision of art. 22 (1) of the Polish Civil Code.

15. Responsibility of Nerli Gruppen Poland Sp. z o.o. in any case and for any reason, in particular under the statutory warranty or (additional) warranty, cannot exceed the price of the item or service sold, from which it results or with which it is connected.

16. Nerli Gruppen Poland grants no statutory warranty nor (additional) warranty and bears no responsibility whatsoever, including actual losses or lost profits, in relation to products made to the individual order of the Buyer (exclusion of liability in relation to non-standard goods).

17. The cost and risk of disassembly, delivery of goods to the Seller, its receipt / return and re-assembly bears the Buyer.

§ 7. Personal data protection, transfer of commercial information

1. The Buyer agrees in regard to the personal data entered by him voluntarily to Nerli Gruppen Poland or entities acting on its behalf in connection with the performance of contracts for the sale of goods offered by Nerli Gruppen Poland and for marketing purposes related to the economic activity conducted by Nerli Gruppen Poland. The buyer is entitled to all rights resulting from the Statute of 10 May 2018 on the protection of personal data (Journal of Laws of 2018, item 1000, as amended), in particular he has the right to inspect his own data.

2. In accordance with the provisions of the Statute of 18 July 2002 on the provision of electronic services (consolidated text - Journal of Laws of 2013, item 1422 as amended), the Buyer agrees to receive from Nerli Gruppen Poland (or from another an entity acting on behalf of Nerli Gruppen Poland) emails to the email address provided by the Buyer any information of a commercial nature, on the terms set out in the provisions of this Statute.

3. All information related to Regulation (EU) 2016/679 of the European Parliament and of the Council 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) are publicly available at the registered seat and on the Nerli Gruppen Poland's website (<https://nerligruppen.com/>).

§ 8. Final provisions

1. Nerli Gruppen Poland is not liable for incorrect or improper interpretation by the Buyer of information and / or technical data contained in catalogs, prospectuses and other information materials.

2. The Buyer undertakes to promptly notify Nerli Gruppen Poland in each case of any change to its registered seat/headquarter or place of residence and the address for correspondence. Lack of notification causes that deliveries made to the addresses indicated in the order or in signed partnership contracts or any other commercial contracts are considered effective.

3. If any of the provisions of the GTS is or will be invalid or ineffective, it shall not affect the binding force of the remaining provisions of the GTS. In such case, in place of the invalid or ineffective provision of the GTS as to the rights and obligations of the Parties to the sale contract, the relevant provisions of law, expressly or properly applicable shall apply.

4. In matters not covered by these GTS, the provisions of the Polish Civil Code shall apply.

5. In the event of discrepancies or doubts in the interpretation of language versions of the GTS, the Polish language version shall prevail.

6. Nerli Gruppen Poland and the Buyer will strive to amicably settle any disputes arising in connection with the performance of contracts covered by these GTS. If it is not possible to settle the dispute amicably, only the Court of the registered seat of Nerli Gruppen Poland will be competent to settle the dispute.