

TERMS AND CONDITIONS OF SALES

DRAHT-UND MATERIAL VERTRIEB DMV-PLUS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

I ABOUT US

1. The Seller: **Draht - und Material Vertrieb DMV-PLUS Spółka z ograniczoną odpowiedzialnością** with its registered office in Kokotów (office address and correspondence address: Kokotów 647b, 32-002 Węgrzce Wielkie); entered in the Register of Entrepreneurs of the National Court Register as number KRS 0000234812; as held by the District Court for Kraków – Śródmieście in Krakow, 12th Commercial Department of National Court Register; equity: PLN 50,000.00; VAT number (NIP) 6772249754, REGON 120054810, e-mail: biuro@dmvplus.pl, phone: (+48) 12 289 92 56 (hereinafter referred to as the: “**Seller**”)
2. Contact data:
 - a) Correspondence address:
Kokotów 647b, 32-002 Węgrzce Wielkie;
 - b) e-mail address: biuro@dmvplus.pl;
 - c) contact phone:
(+48) 12 289 92 56.

II

APPLICATION OF THE TERMS AND CONDITIONS OF SALES

1. These Terms and Conditions of Sales (hereinafter: “**T&C**”) shall apply exclusively to the sales and deliveries of goods, materials, products (hereinafter: “**Goods**” or “**Products**”) by Draht - und Material Vertrieb DMV-PLUS Spółka z ograniczoną odpowiedzialnością (hereinafter: “**Seller**”).
2. In these **T&C**, the **Buyer** shall mean:
 - a) a natural person concluding an agreement related to one’s business if the agreement indicates that it is related to one’s core business, as indicated in the business information available under the regulations on the Central Electronic Register and Information on Economic Activity;
 - b) a corporate person, which includes companies organised according to the Commercial Law.
3. In these **T&C**, the **Client** shall mean the persons listed in section 2, interested in concluding an agreement on the sales and deliveries of **Goods**.

III GENERAL

1. **T&C** shall constitute an integral part of each and every commercial information and offer submitted to the **Client** by the **Seller**, or of any agreement and order comprising sales and/or delivery of Goods by the Seller.
2. The term “**Making Available**” shall mean **Seller’s** indication of a method for the **Client** to get acquainted with the **T&C**.
3. The **Seller** shall make the **T&C** available, in particular, through:
 - a) inclusion of website address where the **T&C** have been published;
 - b) submission in writing to the **Client, Buyer**;
 - c) reference to the **T&C** in the offer, order confirmation, or any other documents or message from the **Seller**.
4. Any contractual order templates, general terms and conditions of procurement, rules, and other similar documents generally applicable at the **Client’s** shall not be binding to the **Seller**.
5. Any Seller’s materials related to the Goods and Services, including the ones published on the www.dmvplus.pl, and addressed both to the general public and to the specifically indicated Client, shall be exclusively informative and simply form an invitation to submit requests for proposals. In no event should they be interpreted as an offer in the meaning of Article 66 and following of the act of 23 April 1964 Civil Code (Polish Journal of Laws 2020.1740 and 2020.2320, as amended).
6. If the **Client** remains in permanent relations with the **Seller**, the **T&C** shall apply to all orders or deliveries of **Goods** by the Seller, unless the Parties agree otherwise.

IV ORDER PLACEMENT, CONCLUSION OF A SALE AGREEMENT

1. We appreciate transparency; therefore, standard cooperation between the Buyer and

the Seller usually occurs according to the following scheme:

- a) The **Client** submits an inquiry about the **Goods** one wishes to buy, in person, by e-mail, or by phone;
 - b) pursuant to the inquiry, we present our offer, or draft an offer tailored to the **Client**, presenting it for the **Client's** acceptance;
 - c) if the **Client** accepts our offer, we shall proceed with the order. The order is accepted for processing upon Order Confirmation by the **Seller**, the sale agreement is thus concluded;
 - d) if there are any additional arrangements as to the order, the order is accepted for processing and the sale agreement is concluded after the parties have reached an agreement as regards respective arrangements.
2. The price of the **Goods** indicated in our offer submitted in reply to the **Client's** inquiry or indicated during our arrangements (if any) shall be expressed in PLN or EUR, and shall be enlarged by the applicable VAT rates. The information about the total price, including taxes related to the order, sale agreement, and delivery costs (including fees for transport, packaging, delivery, unloading, and postal services), as well as any other costs, whereas if these cannot be determined, information about the duty to cover such fees, shall be provided to the **Client** in our offer or during the arrangements but, in any case, always before concluding the sale agreement (namely before the **Client** expresses the will to be bound by the order, agreement).
 3. According to the applicable regulations, the establishment of the cooperation, including order placement by the **Client**, conclusion of the sale agreement, or any amendment thereof, can take place in person at our premises, in writing, by e-mail, by phone, or by fax.
 4. Orders can be placed by the **Client** in person at the **Seller's** premises, in writing, by e-mail sent at: biuro@dmvplus.pl or info@dmvplus.pl by phone: +48 12 289 92 56, +48 668 095 556, +48 668 095 557.
 5. Sales and/or delivery of the **Goods** shall require order placement by the **Client** in line with the provisions in sections 1-2 and 4,6,7 above, hereinafter referred to as the "**Order**", and order confirmation by the **Seller**, hereinafter referred to as "**Order Confirmation**".
 6. **Orders** can be placed by the **Client** through oral disposition of procurement, by phone, e-mail, or fax to the **Seller's** employee or representative. If Orders are placed in writing

or in a document form, the **Order** must feature a signature of the person authorised to place orders on behalf of the **Client** (authorised person according to the rules of representation or under a power of attorney) with the power of attorney attached, if any. In the absence of written reservations in the contents of the **Order**, it shall be concluded that the person indicated in the **Order** is authorised to act on behalf and for the benefit of the **Client** as regards matters related to **Order** placement, as well as conclusion and performance of the sale agreement.

V

DELIVERY METHOD, DATE, AND COST

1. Delivery method, date, and cost shall be always presented in the offer submitted to the **Client** or shall be agreed with the **Client** before order placement and conclusion of the sale agreement.
2. Delivery of **Goods** to the **Buyer** shall be under a charge unless the **Order Confirmation** or the sale agreement state otherwise. Delivery costs (including fees for packaging, loading, transport, delivery, and postal services) or other costs shall be presented to the **Client** in the offer or during the arrangements (if any) but, in any case, always before concluding the sale agreement (namely before the **Client** expresses the will to be bound by the agreement).
3. For delivery of **Goods** to the **Buyer**, the **Seller** shall outsource carrier, transport, courier, or broker companies (courier service brokers), hereinafter also referred to as the "**Carrier**".
4. If the transport (delivery) organisation is requested from the **Seller**, the **Seller** shall offer the following methods for **Goods** delivery/collection:
 - a) courier mail, payment-on-delivery courier mail – with **Goods** delivered via the courier company hired by the **Seller** or courier service broker;
 - b) pallet shipment or delivery of **Goods** in packaging – with **Goods** delivered via carrier, transport company (whole-vehicle or partial transports), courier company, or courier service broker;
 - c) collection by the **Buyer** in person or via a **Carrier** hired by the **Buyer** from the **Seller's** premises or **Seller's** warehouses in Poland, or warehouses of goods manufacturers in Poland, on a date previously individually agreed with the **Seller**.

5. Unloading of the **Goods** at the delivery site (address) indicated by the **Buyer** shall always be performed by the **Buyer** unless the **Order Confirmation/sale agreement** states otherwise.
6. **Goods** delivery date specified by the **Seller** in the **Order Confirmation/sale agreement**, or otherwise agreed by the **Seller** and the **Buyer**, shall be estimate only and shall not be binding to the **Seller**, unless the **Seller** has expressly stated the binding nature thereof in writing, as otherwise it shall be null and void (hereinafter: "**Order Lead-Time**").
7. If the **Seller** fails to complete the **Order/sale agreement** within the **Order Lead-Time**, the **Buyer** shall have the right to charge a contractual penalty of 0.1% net value of the delayed part of the **Order** per each day of delay. The maximum limit of contractual penalty amounts to 2% net value of the delayed part of the **Order**.
8. If the **Order Lead-Time** cannot be kept by the **Seller** for reasons attributable to the **Buyer**, in particular if the **Buyer** fails to assure timely collection of the **Goods** or fails to complete **Goods** unloading by the deadline allocated by the **Seller**, regardless of all other claims, the **Seller** shall have the right to request the **Buyer** to make good for the damage caused by the **Seller's** delay with respect to other commitments.
9. When collecting the **Goods**, the **Buyer** shall be obligated to check the type, completeness, and condition of the **Goods**, and to agree on any discrepancies, missing items, or damage to the **Goods**.
10. If, upon the delivery of the **Goods** by the **Carrier** selected by the **Seller**, the **Buyer** determines that the **Goods** are not in conformity with the **Order/sale agreement** (including as to the type of the **Goods**, quantity, or conformity with the **Order/sale agreement**, or in the event of damage of the parcel with the **Goods** in transport), the **Buyer** shall be obligated to request the **Carrier** (company transporting the **Goods**) to draft a respective report and to include an annotation indicating the damage or missing items in the **WZ** document, shipping list or **CMR**, as otherwise no claims can be pursued against the **Seller**. The documents must be dated and signed by the recipients and carriers of the **Goods** (**Carrier's** driver).
11. Any remarks as to the condition of the **Goods**, completeness, and damage must be reported by the **Buyer** to the **Seller** within 2 (two) business days from **Goods** delivery date, with attached reports/annotations, photo

documentation, and other documentation of the remarks. Damaged **Goods** must be secured for the **Seller's** disposal. If the **Seller** is not notified by the aforementioned deadline, the **Goods** shall be deemed accepted with no objections.

VI OWNERSHIP TRANSFER

1. Ownership right to the **Goods** shall transfer onto the **Buyer** upon goods acceptance, subject to the section below.
2. Upon **Goods** release to the carrier hired by the **Buyer**, all the rights, risks, and levies related thereto, including the risk of accidental loss or damage to the **Goods** shall pass onto the **Buyer**. In the analysed case, the **Buyer** shall be fully liable for the loss or damage of the **Goods** from the moment of **Goods** being collected by the carrier.

VII PAYMENT TERMS, METHODS, AND TERM

1. The payment method and term shall be always presented by the **Seller** in the offer of sale and/or delivery of **Goods** or agreed each time with the **Client** before **Order** placement/sale agreement conclusion. Below, we present standard payment methods and terms available.
2. The **Seller** shall provide for the following payment methods:
 - a) **bank transfer**: payment for the ordered **Goods** and/or delivery thereof with bank transfer at the **Seller's** bank account. Payment method: prepayment or payment with deferred payment date, e.g., transfer in 7 days, 14 days, 21 days, 30 days, or 60 days.
 - b) **cash-on-delivery**: payment with cash or card upon delivery of the **Goods**, payment made directly to the **Carrier**, provided that the **Carrier** provides for such payment method.
 - c) **cash**: payment in cash upon collection of **Goods** at the **Seller's** premises.
3. The **Buyer** shall cover all the costs related to the handling of the bank transfer to the **Seller**, including all the costs of bank charges, except for the **Seller's** bank charges.
4. If the sale and/or delivery of **Goods** is performed under a prepayment, the **Seller** shall proceed with the **Order/agreement** exclusively after receiving full payment for the **Goods** ordered and the delivery of the **Goods** (after the **Seller's** bank account has been credited).

5. If the sale of **Goods** and/or delivery thereof is performed with deferred payment term, the **Seller** may, at any time, request the **Buyer** to present payment security instrument in the form of a bank guarantee, insurance guarantee, surety, or other security instrument satisfactory to the **Seller**, and then the **Seller** shall proceed with the **Order/agreement** exclusively after receiving thereof, excluding any **Buyer's** claims related thereto.
 6. The **Seller** shall issue VAT invoices for the **Goods** sold and/or delivery thereof to the **Buyer**.
 7. Payment term indicated in such invoices, in the case of deferred payment, shall count from the delivery date of the goods/service.
 8. Payments are to be made at the **Seller's** bank account indicated in the invoice.
 9. The signatory of the invoice shall represent that he/she is authorised to act on behalf of the **Buyer**.
 10. The signatory shall be personally liable for the effects of the representation referred to in section 9.
 11. Payments must be made by the dates indicated on the invoices.
 12. Payment date shall be deemed as the date of crediting the **Seller's** bank account with the amount stated in the invoice.
 13. If the payment is made after the date indicated in the invoice, the **Buyer** shall pay statutory interests to the **Seller**.
4. The grounds for complaint handling shall be formed by written complaint with documentation and specification of the detected non-conformities or damage to the **Goods**, with attached receipt and data identifying the **Goods**, such as: label of the **Goods** complained about, including serial number of the **Product**, report drafted with the carrier, and annotations on delivery documents, such as WZ document, shipping list or CMR, date of detecting the non-conformities and/or damage, detailed specification of the non-conformities and/or damage, circumstances of disclosure, photo documentation, or other documentation of the actual non-conformities and/or damage.
 5. In the event of a complaint, the **Buyer** shall be obligated to allow the **Seller** or **Seller's** representatives to perform visual check or other activities at the site where the **Goods** are kept. The **Buyer** shall also be obligated to store the **Goods** forming the object of the complaint in a proper manner, and to secure it for the **Seller's** disposal.
 6. Any claims related to the complaints shall not be acknowledged if the **Seller** determines any irregularities during the unloading of the **Goods**.
 7. If possible, the **Seller** shall handle the complaint within 30 days from its effective reception. The **Seller** shall always inform the **Buyer** about the final deadline for complaint handling.
 8. If the **Buyer's** complaint proves justified, the **Seller** shall, by its own choice, be obligated exclusively to the following:
 - a) price reduction of the **Goods** forming the object of the complaint;
 - b) replacement of damaged **Goods** with new ones, damage-free, at the **Seller's** expense;
 - c) delivery of missing **Goods** at the **Seller's** expense;
 - d) replacement of the **Goods** non-conforming with the **Order/sale** agreement at the **Seller's** expense.
 9. Immediately after the acknowledgement of the claims, the **Seller** shall proceed with price adjustment regarding the **Goods** or replacement of the **Goods** complained about, or delivery of the missing **Goods**.
 10. The **Seller** shall not be bound with complaint acknowledgement by the **Buyer** with respect to a third party. For the **Seller**, the **Buyer** shall be the only other party to the complaint proceeding. Any assignment of the rights shall be excluded.

VIII RETURNS

The Seller does not accept any returns of the Goods.

IX COMPLAINTS

1. Complaints may refer to:
 - a) non-conformity of the **Goods** with the **Order/sale** agreement;
 - b) quantitative non-conformity of **Goods** in collective packaging – quantities of the **Goods** in boxes, rollers, bags, pallets;
 - c) damaged packaging containing **Goods** or visible damage to the **Goods** related to the transport.
 2. Complaints must be reported to the Seller by the **Buyer** within 2 (two) business days from **Goods** delivery date.
 3. Complaints must be sent at the Seller's address by registered mail with receipt confirmation or at the **Seller's** e-mail: biuro@dmvplus.pl with receipt confirmation.
5. In the event of a complaint, the **Buyer** shall be obligated to allow the **Seller** or **Seller's** representatives to perform visual check or other activities at the site where the **Goods** are kept. The **Buyer** shall also be obligated to store the **Goods** forming the object of the complaint in a proper manner, and to secure it for the **Seller's** disposal.
 6. Any claims related to the complaints shall not be acknowledged if the **Seller** determines any irregularities during the unloading of the **Goods**.
 7. If possible, the **Seller** shall handle the complaint within 30 days from its effective reception. The **Seller** shall always inform the **Buyer** about the final deadline for complaint handling.
 8. If the **Buyer's** complaint proves justified, the **Seller** shall, by its own choice, be obligated exclusively to the following:
 - a) price reduction of the **Goods** forming the object of the complaint;
 - b) replacement of damaged **Goods** with new ones, damage-free, at the **Seller's** expense;
 - c) delivery of missing **Goods** at the **Seller's** expense;
 - d) replacement of the **Goods** non-conforming with the **Order/sale** agreement at the **Seller's** expense.
 9. Immediately after the acknowledgement of the claims, the **Seller** shall proceed with price adjustment regarding the **Goods** or replacement of the **Goods** complained about, or delivery of the missing **Goods**.
 10. The **Seller** shall not be bound with complaint acknowledgement by the **Buyer** with respect to a third party. For the **Seller**, the **Buyer** shall be the only other party to the complaint proceeding. Any assignment of the rights shall be excluded.

11. Complaint submission shall not authorise the **Buyer** to abstain from payment for the **Goods** and/or delivery thereof in whole or in part.

X WARRANTY

1. Pursuant to Article 558(1) of the Polish Civil Code, the Seller's liability to the Buyer under the warranty for Goods sold shall be excluded.

XI GUARANTEE

1. The **Seller** shall not provide a guarantee to the **Buyer** for the **Goods** purchased.
2. The **Goods** purchased from the **Seller** may be covered by the manufacturer's guarantee.
3. The **Buyer** acknowledges that the **Seller** acts as the distributor of the **Goods**, and that exclusively the manufacturer provides a guarantee to the **Buyer** regarding the **Goods** meeting the specified criteria. All other terms and guarantees regarding the quality or fitness of the **Goods** for the intended purpose shall not be accepted. In the event of any complaints regarding the **Goods** within the framework of the manufacturer's guarantee, the **Seller's** role shall be limited to passing the complaint over to the manufacturer. The **Seller's** liability related to the sale of the **Goods**, including guarantee and warranty, shall be excluded.

XII MISCELLANEOUS

1. The **Buyer** shall be obligated to keep confidential all the information and documents related to the **Order**, in particular including the information on the prices and cooperation with the **Seller**. This obligation shall apply regardless of the form of providing such information to the **Buyer** and the source thereof. Such information cannot be disclosed by the **Buyer** to any third parties. The confidentiality obligation shall apply throughout the period of cooperation between the **Seller** and the **Buyer**, while after termination thereof, for the period of three years from the last sale of the **Goods** to the **Buyer**, with the effect at the end of the calendar year.
2. Any delay or non-performance with respect to the terms of the **Order/** sale agreement on the part of the **Seller** shall not constitute the grounds for the **Buyer's** cancelling the **Order/**agreement or for claiming

compensation for the losses, or any equivalent payments if the non-performance or improper performance of the **Order/**sale agreement was caused by factors not attributable to the **Seller**, and not caused by the **Seller**. In particular, this refers to such events as: acts of God, weather, strikes, riots, wars, terrorist acts, fires, natural disasters, explosions, sabotages, failures, or other events related to the need to comply with governmental ordinances, laws, and legal regulations, as related to the epidemic, or court rulings, and circumstances related to the **Seller's** suppliers or parties cooperating in the delivery of the **Order/**sale agreement.

In such a case, the lead time of the **Order/**sale agreement may be extended, or the **Order/**sale agreement may be suspended in whole or in part until the above circumstances have ceased.

3. The **Seller** shall be liable to the **Buyer**, regardless of the legal grounds, to the amount of the gross price paid with respect to the **Order/**sale agreement, provided that in the event where the claim is exclusively related to particular **Goods** and/or delivery thereof, the **Seller's** liability shall only be limited to the amount of gross price paid for the given **Goods** and/or delivery thereof. The **Seller** shall be liable to the **Buyer** exclusively for the damage incurred as predictable upon **Order Confirmation/**conclusion of sale agreement, exclusive of any lost profits.
4. The **Buyer** cannot assign rights under the **Order/**sale agreement onto third parties without the **Seller's** prior written consent, as otherwise such assignment shall be null and void.

XIII FINAL PROVISIONS

1. Agreements shall be concluded with the **Seller** in Polish.
2. Any translations of this document into foreign languages shall be for reference only. The Polish version of the document shall be binding.
3. Matters not regulated by these **T&C** shall be governed by the mandatory regulations of the Polish law, in particular of the Polish Civil Code.
4. Any disputes between the **Seller** and the **Buyer** shall be resolved by the general Court in Poland having jurisdiction over the **Seller's** premises and, to this extent, the **Buyer** shall subject itself to Polish jurisdiction. The **Seller**, however, reserves the right to pursue action

- before any court in the jurisdiction of the **Buyer** or as generally applicable.
5. These Terms and Conditions of Sales (**T&C**) shall enter into force as from 7 July 2023.