

## GENERAL SALES CONDITIONS

The purpose of these general sales conditions (hereinafter referred to as the "GSC") is to define the principles according to which the sale of goods and/or services (hereinafter referred to as the "Goods") offered for sale by "ALUMAST" Spółka Akcyjna; Tax Identification Number (NIP) 647-22-13-249; Business Register Number (REGON) 276766892; National Court Register (KRS) 0000031909, registered by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under number 0000031909 (**hereinafter referred to as "ALUMAST S.A."**), shall be performed for the benefit of Ordering Parties running registered business activities.

Detailed regulations in this respect shall be indicated by ALUMAST S.A., inter alia, in cooperation offers, promotional offers and/or investment offers.

### § 1 Some definitions and interpretations:

For the purpose of interpreting this Agreement, the Parties agree on the meaning of the following terms:

1. **GSC** – these general sales conditions, which define and regulate the principles of commercial cooperation between ALUMAST S.A. and Ordering Parties.
2. **Goods** –this term means all products, things, goods produced by ALUMAST S.A. or/and its subcontractors, as well as products, things, goods resold - redistributed, which are offered by ALUMAST S.A., but were not produced by ALUMAST S.A. The term "Goods" also includes services provided by ALUMAST S.A. such as delivery - transport of Goods, technical consultations, and installation and assembly services for Goods sold by ALUMAST S.A.
3. **Ordering Party** – The institutional entity, natural person, legal person, or organisational unit without legal personality, which purchased the Goods from ALUMAST S.A.
4. **Offer** - Offer shall mean an offer submitted to the Ordering Party by ALUMAST S.A., based on which the Ordering Party places an order and purchases Goods (e.g. cooperation offer; investment offer.)
5. References to clauses and paragraphs are references to clauses and paragraphs of the GSC.
6. Terms indicating the singular shall also apply to the plural and vice versa, depending on the context.
7. Subheadings do not affect the interpretation of the provisions of the GSC.
8. **Parties** - the joint, collective term of the Ordering Party and ALUMAST S.A.

9. Unless the Parties explicitly allow for communication in another language, the Documentation, data and information to be provided by the Ordering Party shall be in Polish.

## **§ 2 Object of the GSC**

1. The GCS define the principles of conclusion and execution of contracts for the sale of Goods by ALUMAST S.A. to the Ordering Party, according to the conditions specified in the Offer, at the time and price indicated therein, and the obligation of the Ordering Party to accept the ordered goods and pay the total price due to ALUMAST S.A.
2. The conditions of individual deliveries and the receivables due to ALUMAST S.A. shall be defined in the Offer dedicated to the Ordering Party, which is the basis for the Order placed by the Ordering Party. The Offer may only be accepted without reservations. The contract of sale shall be concluded between ALUMAST S.A. and the Ordering Party upon delivery of the order confirmation to the Ordering Party. An offer may be revoked prior to conclusion of the Contract if the declaration of revocation has been submitted to the Ordering Party prior to the submission of the Order by the Ordering Party. The provisions of Article 661 § 1-3 of the Polish Civil Code shall not apply to Offers submitted electronically.
3. Delivery (acceptance) of goods shall take place at the time indicated in the Offer or in the order confirmation by ALUMAST S.A. each time. Each time the said confirmation or offer shall be in writing. In case of delay in the receipt of goods for reasons attributable to the Ordering Party, the Ordering Party shall be obliged to pay to ALUMAST S.A. the contractual penalty referred to in § 5 of the GSC.
4. The net price specified in the Offer, increased by the applicable VAT, shall apply to the Goods.
5. The GSC shall apply to all sales contracts concluded by ALUMAST S.A., unless the Parties have agreed otherwise in writing in a separate commercial contract.
6. In case of conflict between the provisions of the GSC and the provisions of the commercial contract, the provisions of the commercial contract shall prevail.
7. The General Sales Conditions of ALUMAST S.A. are exclusively applicable to all contracts concluded by ALUMAST S.A. The contractual templates used by the Ordering Party shall be excluded from application to the Contract, unless the Parties decide otherwise in writing.
8. Announcements, advertisements, price lists and other information about Goods offered by ALUMAST S.A. are for information purposes only and do not constitute an offer.
9. ALUMAST S.A. declares that it is a small entrepreneur within the meaning of Regulation of the Commission (EU) No. 651/2014 of 17 June 2014.

### **§ 3 The Ordering Party's obligations**

By placing an order on the basis of a given Offer, the Ordering Party simultaneously accepts the GSC and all provisions of a given Offer and undertakes to:

- a. strictly keep a trade secret confidential, which shall be understood in particular as information regarding the contents of the Offer, organisational structure of ALUMAST S.A., principles of financial settlements binding between ALUMAST S.A. and the Ordering Party, as well as other issues related to, among others, price and/or payment conditions.
- b. refrain from any actions that could adversely affect the image of ALUMAST S.A.,
- c. collect the ordered Goods and make payment within the following deadlines,
- d. immediately notify ALUMAST S.A. of all circumstances which have or may have an impact on the proper execution of the Order.

### **§ 4 Order processing**

1. The order shall be executed by ALUMAST S.A., only if, during the validity period of a given Offer, the Ordering Party sends to ALUMAST S.A., by email or delivers to the registered office of ALUMAST S.A., an order containing:
  - a) offer number,
  - b) code of the Goods (product),
  - c) quantity of the ordered Goods
  - d) information on the preferred delivery date of the ordered Goods.

The date of delivery (acceptance) preferred by the Ordering Party shall be for information purposes only and the delivery date indicated by ALUMAST S.A. in the order confirmation shall be binding.

2. Upon receipt of the Order by ALUMAST S.A., ALUMAST S.A. shall decide whether to confirm the Order for execution by sending the respective confirmation (hereinafter: Order Confirmation) to the Ordering Party to the e-mail address indicated in the Order. A refusal by ALUMAST S.A. to accept a given Order for processing shall not require any justification on the part of ALUMAST S.A. Failure to confirm the Order within 14 days from the date of receipt of the Order by ALUMAST S.A., is equivalent to a refusal to accept the Order for processing.
3. If the Offer stipulates that the processing of the Order requires advance payment or caution money, such Order shall be processed only if the Ordering Party pays the whole amount resulting from the above. Failure to pay the advance payment or caution money within the prescribed time limit shall entitle ALUMAST S.A. to cancel the Order.
4. The date of payment by the Ordering Party shall be the date of crediting the payment to the bank account indicated by ALUMAST S.A.

5. The manufacturing of the Goods ordered by the Ordering Party shall be carried out according to the technological documentation held by ALUMAST S.A. (technical specifications, etc.), which is an integral part of the contract. All Goods of ALUMAST S.A. are manufactured according to the quality system developed by ALUMAST S.A.
6. Deliveries of Goods shall take place on the basis of Incoterms 2020 rules, specified in the Offer or in the order confirmation, unless the Parties have agreed otherwise, subject to Section 8 below. Unless otherwise specified, the delivery shall take place on the basis of FCA Wodzisław Śląski.
7. The risk of damage to or loss of the Goods shall pass to the Ordering Party in accordance with the stipulated Incoterms 2020 rule, but not later than at the time of commencement of unloading of the Goods.
8. Goods in transport shall be adequately protected against displacement and mechanical damage.
9. The Ordering Party shall be obliged to unload the truck with the Goods within 1 hour of the truck's arrival at its destination. In the event that the Ordering Party fails to unload within the aforementioned time limit, the Ordering Party shall bear all the costs of vehicle downtime at the carrier's rate.
10. The Ordering Party has the right, with the consent of ALUMAST S.A. and the carrier, to indicate an alternative place for unloading the vehicle. All additional costs resulting from the delivery of Goods to an alternative or another place of unloading shall be borne by the Ordering Party.
11. The Ordering Party shall be obliged to notify ALUMAST S.A. in advance of the persons authorised to receive the Goods. The authorised persons shall be obliged to confirm their identity upon each request, in particular by showing appropriate documents with a photograph. In the event of doubts as to the identity of the authorised persons, in particular the absence or refusal to show appropriate documents, ALUMAST S.A. shall be entitled to refuse to release the Goods. Refusal to release the Goods by ALUMAST S.A. for the aforesaid reason, shall be tantamount to a delay, due to the fault of the Ordering Party, to which § 5 shall be applicable.
12. The Ordering Party shall be obliged to ensure safe and hard surfaced road to the construction site or other location indicated in the order. The road should be hardened, have appropriate bearing capacity and guarantee efficient delivery and unloading of the Goods ordered.
13. ALUMAST S.A. shall not be liable for any consequences resulting from failure to provide access to the unloading site or for costs relating to the unloading, including the maintenance of access roads to the unloading site.

### **§ 5 Liability**

1. In the event of delay in the collection of the Goods, the Ordering Party shall pay ALUMAST S.A. a contractual penalty. If the Goods are in ALUMAST S.A.'s warehouse (the Ordering Party's own

collection), the amount of the contractual penalty shall be PLN 150,00 net for each day of delay. If the Goods are delivered by ALUMAST S.A., the contractual penalty shall amount to PLN 150.00 net for each day of delay.

2. The Ordering Party shall pay ALUMAST S.A. a contractual penalty in the event of disclosing to an unauthorised party information that constitutes a trade secret of ALUMAST S.A. within the meaning of the GSC. The contractual penalty shall be paid for each documented breach. The amount of the aforementioned contractual penalty is respectively: PLN 100,000 (one hundred thousand PLN), or in the case of the Ordering Party whose registered office is located outside the Republic of Poland, in the amount of: EUR 25,000 net (twenty-five thousand euro).
3. ALUMAST S.A. reserves the right to claim compensation exceeding the amount of the aforementioned contractual penalties if the actual value of losses exceeds the amount of the reserved contractual penalties.
4. In the event of failure to perform or improper performance of an obligation under the contract of sale, ALUMAST S.A. shall only be liable to the Ordering Party for damage that is the normal consequence of its own negligent acts or omissions and only to the extent of the actual damage to the Ordering Party. ALUMAST S.A.'s liability for indirect losses and lost profits shall be excluded. The amount of compensation shall under no circumstances exceed the value of the price stipulated in the sales contract.

## **§ 6 Invoice and payment**

1. The price specified in the Offer includes the cost of packaging, according to ALUMAST S.A.'s standards. If, at the request of the Ordering Party, the Goods are to be packaged in a manner that differs from the principles adopted by ALUMAST S.A., the Ordering Party shall be obliged to pay the additional packaging costs.
2. Invoices shall be issued by ALUMAST S.A. in Polish currency (PLN) or in EUR.
3. The net price specified in the Offer or Order Confirmation will be increased by VAT according to the rules applicable on the day of issuing an invoice.
4. Invoices shall be delivered to the Ordering Party along with the delivery (collection) of the Goods to which they relate, or sent to the Ordering Party along with the Order Confirmation, in the case of prepayment.
5. The Ordering Party agrees to receive invoices electronically, to the e-mail address indicated by the Ordering Party in the order, or if it has not done so, the invoice will be sent to the e-mail address from which the given order was sent.
6. Payment of receivables covered by the invoice shall be made by transfer within the time indicated in the Offer, to the bank account of ALUMAST S.A. indicated in the invoice. Payment of the price

before the agreed date shall not entitle the Ordering Party to any discounts or rebates, unless otherwise stated in the given Offer.

7. ALUMAST S.A. shall be entitled to withhold deliveries of further lots of Goods until payment has been received for the Goods already delivered.
8. Ownership of the Goods delivered shall pass to the Ordering Party upon payment by the Ordering Party of the full sales price.
9. In the event of attachments by third parties (attachment, pledge, right of retention, etc.), the Ordering Party shall be obliged to indicate that the Goods are subject to retention of title and to take all steps to release the Goods from the attachment, and to immediately notify ALUMAST S.A. of the said attachment, and to provide all information enabling ALUMAST S.A. to take action to release the Goods from the attachment.

### **§ 7 Complaint procedure**

1. Any complaints of the Goods shall be made on the basis of the provisions of the GSC.
2. ALUMAST S.A.'s liability under warranty for physical defects shall be excluded. If a quality guarantee is granted, the conditions of ALUMAST S.A.'s liability are defined in the guarantee card.
3. In the event that a hidden defect is detected during the period of ALUMAST S.A.'s liability, the Ordering Party shall be obliged to immediately, but no later than within 3 business days from its detection, make a complaint about it on the complaint form published on the official website of ALUMAST S.A. ([www.alumast.eu](http://www.alumast.eu))
4. The notification of complaint shall form the basis for the consideration of the complaint and shall be sent immediately to ALUMAST S.A. via e-mail to **reklamacje@alumast.eu**
5. If ALUMAST S.A. considers the complaint to be justified, ALUMAST S.A. may repair the Goods, replace them with new ones, agree to reduce the price of the Goods, or take back the defective Goods and refund their price to the Ordering Party. The choice of the way of settling the complaint shall be made unilaterally by ALUMAST S.A. The Ordering Party, in the above mentioned complaint form, may indicate its preferred way of settling the complaint, however, this indication shall not be binding upon ALUMAST S.A..
6. If the Complaint is found to be justified, ALUMAST S.A. shall, in the first instance, endeavour to restore the usable value of the Goods complained about.
7. ALUMAST S.A. shall be obliged to investigate the reasonableness of the Complaint and to inform the Ordering Party of its decision.
8. Notification of any defects or non-conformities of an external nature (e.g. scratches, cracks, mechanical damage visible on the surface of the product) shall obligatorily be reported to

ALUMAST S.A. in an electronic form to the address reklamacje@alumast.eu, within a period not exceeding 3 business days, counting from the date of delivery of the Goods. This point also applies to non-conformities in terms of quantity.

9. Basic conditions for the complaint procedure:

- a. a complaint should be submitted by the Ordering Party using the complaint form available on the ALUMAST S.A.'s website: [www.alumast.eu](http://www.alumast.eu).
- b. The completed complaint form should be sent by e-mail to: [reklamacje@alumast.eu](mailto:reklamacje@alumast.eu).
- c. The complaint is considered to be complete when ALUMAST S.A. receives from the Ordering Party a correctly and legibly completed complaint form and the necessary supplementary materials, which include:
  - photographic documentation showing the defect in the Goods complained about,
  - possible video recording, if the given complaint concerns e.g. lack of signalling - acoustic announcements (active pedestrian crossings), or other situations impossible to document - recording in a photograph or describing in the form.
  - Photos related to the complaint should be attached in the following format: **name\_file.jpg** to the e-mail in which the complaint form is sent

10. The Ordering Party shall be obliged to deliver at its own cost and liability, the Goods complained about, if requested to do so by ALUMAST S.A. Delivery shall take place no later than within 7 days from the date of the aforesaid request to the address indicated by ALUMAST S.A. and during working hours of the ALUMAST S.A.'s warehouse. However, this shipment may not take place without the approval of ALUMAST S.A.

11. In the event that ALUMAST S.A. considers the complaint to be legitimate, dispatch of the Goods complained about by the Ordering Party to ALUMAST S.A. may only take place upon approval by ALUMAST S.A.

12. ALUMAST S.A. each time verifies the correctness of the Goods sent for complaint with the data contained in the complaint form. All costs resulting from the inconsistency between the Goods complained about and the data from the complaint form shall be borne by the Ordering Party.

13. If you have any questions or concerns about the handling of a complaint, contact the Office:

**ALUMAST S.A., phone + 48 665 885 664, e-mail: reklamacje@alumast.eu.**

## **§ 8 Intellectual property rights and confidentiality**

1. Any information disclosed by ALUMAST S.A. to the Ordering Party, its representatives, related entities, including in particular technical, technological, industrial, commercial, financial information, drawings, calculations, descriptions and others, regardless of the manner of their

transfer, constitute a trade secret of ALUMAST S.A., shall remain confidential during the execution and after the termination of the Contract, and may not be transferred to third parties without the written consent of ALUMAST S.A..

2. ALUMAST S.A. reserves the ownership right to all documentation provided to the Ordering Party in connection with the execution of the Contract, as well as the intellectual property rights to the solutions contained in such documentation, in particular designs, photos, drawings and calculations. Such documentation may not be made available to third parties without the Seller's written consent.
3. The intellectual property for the solutions applied to all Goods manufactured in the performance of the Contract shall exclusively belong to ALUMAST S.A., also if these solutions were developed at the request of the Ordering Party.

### **§ 9 Force majeure**

1. ALUMAST S.A. shall not be liable for failure to perform or improper performance of the contract or order if this is caused by an extraordinary event of an external nature, impossible to be foreseen and/or prevented, including foreseeing and preventing its consequences ("Force Majeure"). In the absence of evidence to the contrary, such events are, in particular, a pandemic, epidemic, war, strike, riot, terrorist or cyber attack, natural disaster and acts of nature (flood, fire, earthquake), economic sanctions, embargo, massive failure of a telecommunications, IT or energy system or other such event, as well as actions of state and local government bodies and other public institutions, including those undertaken to combat the above-mentioned events, for example by declaration of a state of epidemic emergency, state of epidemic, state of natural disaster, a state of emergency, a state of war, a prohibition or restriction on the movement of persons or goods as a result of the closing of borders, the imposition of communication blockages, the imposition of quarantine on persons or the placing of quarantine on certain premises or property, including businesses, restrictions on or prohibition of business activities.
2. In the event that ALUMAST S.A. is unable to perform or duly perform the contract - order due to the occurrence of the Events described in section 5 § 10, the date of performance of the contract or the execution of the order shall be deferred by at least the duration of the above-mentioned Events and/or their consequences.
3. If the case of force majeure lasts for at least 30 days, ALUMAST S.A. shall be entitled to terminate the contract with immediate effect.
4. Pecuniary obligations of the Ordering Party incurred prior to the occurrence of the force majeure event shall remain in force and be enforceable even during the force majeure event.

### **§ 10 Final provisions**



1. For the GSC, as well as for resolving any disputes arising from agreements, arrangements and contracts concluded with the Ordering Party, the Polish law shall be applicable.
2. Any disputes arising from the contract of sales of Goods shall be settled by the Polish court having jurisdiction over the registered office of ALUMAST S.A.
3. The provisions of the United Nations Convention on Contracts for the International Sales of Goods and Services of 11 April 1980 (Journal of Laws of 1997, No. 45, item 286, as amended) shall not be applicable to international sales contracts).
4. The transfer of any claims the Ordering Party may have against ALUMAST S.A. in connection with the Contract to third parties shall be excluded without the written approval of ALUMAST S.A.
5. The Ordering Party may not, without the approval of ALUMAST S.A., deduct from the receivables of ALUMAST S.A. on account of the sale price any receivables due to the Ordering Party from ALUMAST S.A.
6. In the event that any of the provisions of the GSC is, or becomes, invalid or ineffective, it shall not affect the validity or effectiveness of the remaining provisions of the GSC.
7. The Ordering Party shall immediately notify ALUMAST S.A. of a change of persons authorised to receive Goods, submit and sign declarations on behalf of the Ordering Party, as well as of a change of address data, under pain that, in the absence of such notification, declarations submitted by persons previously authorised and deliveries made to previous e-mail or correspondence addresses shall be considered, respectively, as correctly submitted and effectively delivered.
8. The GSC shall apply to all Orders placed by the Ordering Party to ALUMAST S.A. from 1 January 2021.