

General Terms and Conditions of Sales Agreements of EDBAK Sp. z o.o. effective from January 15, 2021

§1

1. These General Terms and Conditions of Sales Agreements [hereinafter referred to as the GTC] constitute a model contract within the meaning of Article 384 § 1 of the Civil Code, bind all contractors of EDBAK Sp. z o.o. with its registered office in Piotrowice (hereinafter referred to as EDBAK) and apply to the sale of products by EDBAK under sales, delivery, and distribution agreements to all EDBAK contractors (hereinafter referred to as Recipients), [except for consumers as defined in applicable regulations]. The GTC do not require express acceptance by the Recipient and are available to contractors of EDBAK Sp. z o.o. at the Company's registered office [Piotrowice 186, 23-107 Strzyżewice] and in electronic form on the EDBAK website at edbak.com in the tab: General Terms and Conditions of Sale.
2. The General Terms and Conditions apply to the sale of products by EDBAK to the Recipients included in the current EDBAK offer (hereinafter referred to as: Products).
3. Agreements concluded in writing with individual Recipients may specify additional terms and conditions for the sale of Products. Only through clear and unambiguous provisions incorporated into the text of the agreements referred to in the preceding sentence may the application of the entire General Terms and Conditions or individual provisions thereof be excluded. In the event of a conflict between the content of the General Terms and Conditions and the content of the concluded agreement referred to above in this paragraph, the parties are bound by the content of that agreement.

§2

1. Products are sold by EDBAK at retail prices included in EDBAK price lists, valid on the date of placing the order, taking into account any discounts due to the Recipient, specified in the contract.
2. EDBAK reserves the right to independently change the prices contained in the aforementioned price lists at any time. Any such price change will be effective for the Recipient upon sending the new price list via email, effective from the date indicated in the amended price list. EDBAK undertakes to make every effort to notify Recipients of any changes to Product prices at least 14 days in advance.
3. The price lists and information on the product range used by EDBAK do not constitute an offer within the meaning of the provisions of the Civil Code and do not oblige EDBAK to conclude an agreement with the Recipient under the terms and conditions specified in these price lists and information.
4. EDBAK is not responsible for typographical errors in information and advertising materials

(brochures, catalogs, advertising leaflets, etc.) or in the content of information posted on the website. Images used in information and advertising materials and on the website are for general presentation purposes only.

5. Prices established in accordance with the procedure will apply to the sale of non-standard products specified in § 3 section 7 of the General Terms and Conditions.

§3

1. EDBAK will process orders for Products after the Recipient has placed a clear order (hereinafter referred to as the Order). The order may be placed in writing to EDBAK's address or by e-mail to sales@edbak.com
2. The submission of an Order for EDBAK Products by the Recipient in the manner specified in paragraph 1 of this section of the General Terms and Conditions of Use shall constitute acceptance of the General Terms and Conditions of Use by the Recipient.
3. Orders must include a description of the range of Products [catalogue number or drawing number] and the number of Products in individual assortments.
4. EDBAK allows the Recipient to place and fulfill orders for non-standard products, i.e., products other than those listed in EDBAK's current commercial offer. An order for non-standard products should specify the Recipient's specific requirements for the non-standard product.
5. For each Order to be effective, confirmation of acceptance is required. Orders will be processed by EDBAK. This means that only confirmed the order will be fulfilled by EDBAK. EDBAK is entitled to refuse individual Orders, and EDBAK's exercise of this right [once or multiple times] will not constitute non-performance or improper performance of the contract, and therefore the Recipient will not be entitled to any claims against EDBAK, including for damages, on this account. EDBAK also has the right to suspend the Order if the Order exceeds the payment deferral limit granted to the Recipient, or if the Recipient has overdue obligations to EDBAK. Information about the suspension of the Order will be communicated to the Recipient in the form intended for placing Orders.
6. In relation to Product Orders, if accepted for execution Orders – Within 3 business days of receiving the Order, EDBAK will send the Recipient an email acknowledgment of receipt of the Order, specifying the possible date of its completion. If the Order confirmation is not sent to the Recipient within the timeframe referred to in the preceding sentence, the Order will be treated as not having been accepted by EDBAK.
7. With respect to Orders for non-standard products, within 5 business days of the Order's delivery date, EDBAK will send the Recipient an initial offer via email containing the price of the non-standard products covered by the Order, the possible Order fulfillment date, and the required payment deadline for the ordered Non-standard Products. If the Recipient accepts EDBAK's offer within 2 days of receiving the above offer, the Recipient is obligated to send EDBAK a statement of acceptance of EDBAK's offer via email to sales@edbak.com, which will constitute EDBAK's acceptance of the Order for fulfillment. If the Recipient makes additional changes to the Order, EDBAK reserves the right to update the price and fulfillment date. Failure by the Recipient to accept EDBAK's offer in the

above manner and within the above timeframe shall be treated by the parties as a withdrawal of the placed Order by the Recipient.

§4

1. EDBAK sells its Products from the EDBAK plant (warehouse) located at Piotrowice 186, 23-107 Strzyżewice, in accordance with the EXW formula (according to Incoterms 2020). The ordered Products will be delivered and collected at the aforementioned EDBAK plant (warehouse) by the Recipient or a carrier authorized by them. The Recipient is responsible for the carrier's actions and omissions as for their own actions or omissions.
2. EDBAK is obliged to make the Products available to the Recipient in the above-mentioned EDBAK warehouse and to load them at its own expense onto the means of transport provided by the Recipient or a carrier authorized by him.
3. The Recipient bears all costs and risks associated with the Products from the moment they are loaded onto the means of transport provided by the Recipient or a carrier authorized by the Recipient, as well as the costs of packaging the Products. Packaging of the Products is performed by EDBAK at the Recipient's expense. The Recipient bears, in particular, the costs of pallets.
4. The risk of loss or damage to the Products shall pass to the Recipient upon their loading onto the means of transport provided by the Recipient or a carrier authorized by him, and in the case of EDBAK being commissioned by the Recipient to forward or transport the Products, under the terms specified in § 5 section 4 sentence 2 of the GTC – upon loading of the Products onto the means of transport organized by EDBAK.

§5

1. The expected date of execution of the Order indicated to the Recipient by EDBAK does not constitute an obligation of EDBAK to execute the Order within a specified period, and EDBAK undertakes to use due diligence to meet this deadline and to inform the Recipient about any change in this deadline.
2. Unless otherwise agreed individually between EDBAK and the Recipient, the Recipient is obliged to pay the full price before collecting the ordered Products (prepayment – 100% of the price). The date of payment is deemed to be the date on which the full gross price for the ordered Products is credited to EDBAK's bank account. The Recipient is not entitled to deduct the bank fees incurred for the payment transaction from EDBAK's receivable covered by the invoice issued by EDBAK documenting the sale. Products. Banking costs associated with the transfer order are borne entirely by the Recipient. In the agreements referred to in § 1, section 3 of the General Terms and Conditions, EDBAK may grant the Recipient a deferred payment of the price for the purchased Products, under the terms and conditions specified in detail in the agreement concluded with the relevant Recipient.
3. The delivery of the ordered Products to the Recipient is subject to prior payment of the full price for the purchased Products. Failure to make the payment referred to in

paragraph 2, sentences 1 and 2 above, within the agreed timeframe or the Recipient's delay in paying any amounts due to EDBAK will result in the suspension or refusal to release the Products from EDBAK's warehouse, and in the event that the Recipient instructs EDBAK to organize the transport of the Products, under the terms of § 5, paragraph 4, sentence 2 of the GTC, will also result in the suspension or refusal to organize the transport of the Products to the location indicated by the Recipient.

4. Product prices do not include the cost of shipping. If the Recipient explicitly requests EDBAK to arrange transportation of the Ordered Products to a location designated by the Recipient, EDBAK will arrange transportation of the Products in cooperation with forwarders of its choice. All risks and costs of such transportation are the sole responsibility of the Recipient. In other cases, the Recipient independently, at his own expense and risk, organizes the transport of the purchased Products.
5. The Recipient or their authorized carrier is absolutely obligated to thoroughly inspect the condition of the Product packaging when loading the Products from the EDBAK warehouse onto the means of transport, in particular to check whether the packaging has not been mechanically damaged during loading. In the event of visible damage to the Product packaging (dented, torn, or otherwise damaged packaging), the Recipient or their authorized carrier is obligated to open the packaging in the presence of an EDBAK employee and prepare a damage report (in two copies – one for EDBAK, one for the Recipient), which must be signed by an EDBAK employee and the Recipient or a carrier authorized by the Recipient – under penalty of forfeiture of the Recipient's claims against EDBAK under warranty for defects and quality guarantees if these obligations are not fulfilled.
6. The provisions of paragraph 5 of this section also apply if EDBAK arranges the transport of the Products at the request of the Recipient, as referred to in paragraph 4, sentence 2 of this section. In such a case, the obligations of the Recipient / the carrier authorized by them, specified in paragraph 5 of this section, are performed by the carrier organized by EDBAK. The actions and omissions of the carrier referred to in the preceding sentence are binding on the Recipient.
7. The Recipient is obliged to examine the Products immediately after receiving them.
8. Complaints regarding the quantity of the Products and their compliance with the Order must be submitted by the Recipient within 2 days of receipt of the Products, in writing under pain of nullity.
9. Complaints regarding the quality of the Products must be submitted by the Recipient within 7 days from the date the defect is discovered, in writing under pain of nullity.
10. Failure by the Recipient to examine the Products or to submit a complaint in accordance with the principles set out above in this paragraph shall be deemed to be acceptance by the Recipient of the delivered Products and confirmation of the correctness of the delivery.
11. In the complaint, the Recipient is required to provide the VAT invoice number relating to the Products being complained about. In the event of discrepancies between the Products received and the invoice issued by EDBAK, EDBAK will issue an appropriate

corrective invoice.

12. EDBAK shall consider complaints within 10 working days from the date of receipt of the complaint, unless meeting this deadline is impossible or difficult.
13. Returns of purchased Products are only possible with EDBAK's consent, expressed at least via email. Only undamaged Products in their original packaging may be returned. The Recipient is obligated to deliver the returned Products to EDBAK's warehouse at their own expense and risk.

§6

1. The transfer of ownership of the Products to the Recipient takes place upon signing by an EDBAK employee and by the Recipient or a carrier authorized by him or by carrier organized by EDBAK model document/waybill – immediately after loading the Products sold to the Recipient onto the means of transport provided to the EDBAK plant.
2. If EDBAK grants the Recipient a deferment of payment for the purchased Products, as referred to in § 5, section 2, sentence 4 of the GTC, EDBAK reserves ownership of the sold Products until the full price is paid, in accordance with Article 589 of the Civil Code. In the case specified in the preceding sentence, ownership of the Products is transferred to the Recipient subject to the condition precedent of payment by the Recipient of the full price, which means that until the full price for the purchased Products is paid, they remain the property of EDBAK. The Recipient may sell the Products provided that the resulting price is used to settle liabilities to EDBAK.

§7

1. EDBAK provides a 5-year quality warranty for its indoor installation products, provided that the corrosion category (according to PN-EN ISO 12944-2:2018-02) does not exceed class C2. A 2-year warranty applies to products designed for outdoor installations (class C4), and a 1-year warranty applies to products containing electronics, automation, or pneumatic components. Components subject to normal wear and tear during standard use are not covered by the warranty.
2. The detailed warranty terms and conditions are specified in the warranty card enclosed with each product and are also available on the EDBAK website (edbak.com) under the General Terms and Conditions of Sale section.
3. Claims under the granted quality warranty must be submitted by the Buyer within 7 days from the date the defect is discovered. The claim must be made in writing, otherwise it shall be deemed invalid.
4. When submitting a warranty claim, the Buyer is required to attach a copy of the VAT invoice.

§8

1. EDBAK is the controller of personal data of all natural persons involved on the Customer's side in the conclusion and performance of the contract, whose personal data have been received by EDBAK from the Customer. This includes, in particular, Customers who are natural persons, persons employed by the Customer under any legal basis, and persons representing the Customer.
2. EDBAK processes personal data in compliance with applicable laws, including 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 (the General Data Protection Regulation – GDPR).
3. Contact details for matters related to personal data protection at EDBAK: iod@edbak.com
4. Personal data are processed by EDBAK for the following purposes:
 1. To enable EDBAK and the Customer who is a natural person to perform the contract concluded between them – pursuant to Article 6(1)(b) of the GDPR.
 2. To enable EDBAK and the Customer who is not a natural person to perform the contract concluded between them, within the framework of EDBAK's legitimate interests as the data controller – pursuant to Article 6(1)(f) of the GDPR.
 3. To establish, pursue, or defend claims between EDBAK and the Customer, as well as between the data subject (who is not the Customer) and EDBAK, within the framework of EDBAK's legitimate interests – pursuant to Article 6(1)(f) of the GDPR.
 4. The processing of personal data may be entrusted by EDBAK as the controller to service providers acting on its behalf, in particular entities providing EDBAK with legal, IT, security, transport, forwarding, courier, postal, or maintenance services.
 5. Personal data will not be transferred to a third country within the meaning of the GDPR (outside the territory of the European Economic Area).
 6. Personal data will be stored for the period necessary to achieve the purposes for which they were collected, including the period corresponding to the limitation of claims and criminal acts.

EDBAK, as the controller, may store personal data for a longer period only if there is another legal basis for processing as defined in Article 6(1) of the GDPR.
 7. The data subject whose personal data are processed by EDBAK has the right to request:
 - a. access to their data – within the scope of Article 15 GDPR,
 - b. rectification – within the scope of Article 16 GDPR,
 - c. erasure – within the scope of Article 17 GDPR,
 - d. restriction of processing – within the scope of Article 18 GDPR,
 - e. data portability – within the scope of Article 20 GDPR,

- f. objection to processing – within the scope of Article 21 GDPR.

The exercise of these rights may be carried out by submitting a request to the persons responsible for personal data protection at EDBAK.

- 8. The data subject also has the right to lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing of their personal data violates the provisions of the GDPR.
- 9. EDBAK will not make decisions regarding personal data in an automated manner, in accordance with Article 22 of the GDPR.
- 10. The Customer declares that they have fulfilled the information obligations set out in Article 13 or Article 14 of the GDPR towards natural persons whose personal data they have directly or indirectly obtained and transferred to EDBAK for the purpose of concluding or performing a contract.

§9

- 1. The sales, supply, and distribution agreements concluded by EDBAK with Customers are governed by the laws of Poland. In matters not regulated by these agreements, the provisions of the Polish Civil Code shall apply in particular. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded.
- 2. The illegality, invalidity, or unenforceability of any provision of these General Terms and Conditions shall not affect the legality, validity, or enforceability of the remaining provisions. Any disputes arising from or related to sales, supply, or distribution agreements concluded between EDBAK and the Customers shall be resolved by the competent common court in Lublin, Poland.