

General Terms and Conditions of Sale and Delivery

I. General Provisions

1. These General Terms and Conditions of Sale and Delivery shall apply as of January 1, 2025, to all sales or delivery agreements for Products concluded between Elko-Bis Sp. z o.o., with its registered office in Wrocław, KRS 0000411989, NIP 8952011110, REGON 021829340, and the Buyer.
2. The terms used in these General Terms and Conditions of Sale and Delivery shall mean:
 - a) **Buyer** — a natural person, legal entity, or organizational unit without legal personality but granted legal capacity by law, conducting business or professional activity on its own behalf.
 - b) **GTCS&D** — General Terms and Conditions of Sale and Delivery. These General Terms and Conditions of Sale and Delivery do not apply to agreements concluded with consumers or natural persons entering into an agreement directly related to their business activity, where it is evident from the content of the agreement that it does not have a professional nature for that person, particularly considering the scope of their business activity made available under the regulations of the Central Registration and Information on Business (CEIDG).
 - c) **Supplier** — Elko-Bis Sp. z o.o., with its registered office in Wrocław, KRS 0000411989, NIP 8952011110, REGON 021829340.
 - d) **Request for Offer** — an inquiry submitted to the Supplier by the Buyer, in written or documentary form, under penalty of nullity, which does not constitute an offer within the meaning of Article 66 of the Civil Code, based on which the Supplier may submit an Offer to the Buyer.
 - e) **Offer** — a statement made by the Supplier to the Buyer in response to a Request for Offer; the Offer is made in written or documentary form.
 - f) **Order Confirmation** — a statement made by the Supplier in response to an Order, confirming acceptance of the Order by the Supplier; the Order Confirmation is made in written or documentary form.
 - g) **Parties** — the Supplier and the Buyer.
 - h) **Product** — any item sold or delivered by the Supplier under the Agreement with the Buyer.

- i) **Agreement** — a sales or delivery agreement for the Product concluded between the Parties under the terms specified in the Offer and GTCS&D.
 - j) **Order** — a statement of acceptance of the Offer by the Buyer, made in written or documentary form, under pain of nullity.
3. The GTCS&D are made available to the Buyer on the Supplier's website at www.elkobis.com.pl in a form that allows the Buyer to download and reproduce them. The GTCS&D shall also be deemed effectively communicated to the Buyer by informing the Buyer about their availability on the aforementioned Supplier's website.
 4. Any deviations from the binding nature of the GTCS&D for the Parties are permissible only in cases specified in the Offer or based on an agreement between the Parties concluded in written or documentary form, under pain of nullity.
 5. All sales catalogs, price lists, technical specifications, or promotional materials related to the Products are for informational purposes only and do not constitute an offer by the Supplier within the meaning of the Civil Code.
 6. In the event of any inconsistencies between the GTCS&D, the Offer, or the agreement between the Parties referred to in point 4 above, the provisions of the agreement between the Parties shall take precedence over the Offer, and the provisions of the Offer shall take precedence over the GTCS&D.
 7. If the content of the GTCS&D requires a written form, this requirement shall also be deemed fulfilled by making a statement in documentary form.

II. Conclusion of the Agreement

1. The Agreement is concluded upon the Buyer's Order Confirmation.
2. If the Product is to be manufactured by the Supplier based on technical documentation provided by the Buyer, such documentation shall constitute an integral part of the Agreement.
3. In the event of delayed payment for the Product or failure by the Buyer to collect the Product ordered under a previous Agreement for more than 7 business days, the Supplier has the right to suspend production, delivery, or release of Products under the Agreement, upon providing the Buyer with written notice

of its intent to exercise this right. If the Buyer fails to make payment for the Products or collect the Products within an additional 7 business days from the date of delivery of the notice referred to in the previous sentence, the Supplier shall have the right to terminate the Agreement, which may be exercised within the following 30 days.

4. A downgrade of the Buyer's financial rating by the credit insurer cooperating with the Supplier shall also constitute grounds for the Supplier to terminate the Agreement within 30 days of the occurrence of such grounds. The Supplier shall not be liable for any potential damage incurred by the Buyer and/or the Buyer's business partners or contractors as a result. Termination of the Agreement by the Supplier shall not serve as a basis for any claims against the Supplier arising from such termination.

III. Transfer of Risk

1. The risk of loss or damage to the Product transfers from the Supplier to the Buyer at the moment the Product is handed over to the Buyer.

IV. Price and Minimum Order Quantities

1. The Buyer undertakes to pay the price for the Product within the timeframe specified in the Offer or the Order Confirmation, or, if no such timeframe is specified, within the period indicated on the VAT invoice issued by the Supplier.
2. Payment is considered made at the moment the funds are credited to the Supplier's bank account.
3. The prices provided by the Supplier are net prices and shall be increased by value-added tax (VAT) at the rates applicable on the date of issuance of the VAT invoice, unless the law provides for an exemption from such tax. The prices do not include any other taxes, fees, duties, or public charges.
4. For orders requiring additional packaging (e.g., special packaging, cable bundling, or cable end termination), the costs of these services shall be borne by the Buyer and will be charged in accordance with the Supplier's current price list.
5. The costs of bundling, such as wires or tapes, and additional services, such as processing or cable end termination, are determined

based on a unit rate, i.e., for each unit of the service performed, unless specified in the Supplier's current price list.

V. Payment Security

1. The Supplier has the right to condition the conclusion of the Agreement, at its sole discretion, on: the Buyer being granted a trade credit insurance limit by the credit insurer cooperating with the Supplier, prepayment for the transaction (advance payment), settlement of overdue invoices, or the establishment of appropriate financial security.
2. The provision of security must occur before the date of the first delivery of the Product to the Buyer. If the Buyer fails to provide the agreed security within this period, the Supplier has the right to withhold the delivery of the Product until such security is provided.

VI. Performance of the Agreement

1. The Supplier reserves the right to postpone the agreed deadline for the performance of the Agreement or to withdraw from the Agreement or part thereof in the event of failures, cancellations, or delays in the delivery of tools, raw materials, or services by the Supplier's subcontractor, which are essential for the proper execution of the Agreement, as well as in the case of other unforeseen events that the Supplier could not overcome and did not foresee or could not have foreseen. The Supplier may exercise the rights specified in the preceding sentence within 7 days from the occurrence of the grounds for such action.
2. The Supplier shall not be held liable for acts of force majeure. Force majeure is understood as an event that could not have been foreseen with the diligence required in commercial relations, is external to the Supplier, and could not have been prevented by the Supplier even with due care. Events constituting force majeure include, but are not limited to: general strikes, internal conflicts within the country or abroad, blockades of border crossings, ports, or other commonly used entry or exit points, export or import bans, earthquakes, floods, epidemics, and other events caused by elemental forces of nature that the Supplier

could not overcome and did not foresee or could not have foreseen.

VII. Product Collection

1. Delivery is carried out based on the selected INCOTERMS 2020 rule. In the absence of a rule selected by the Parties, delivery will be performed under the FCA (Free Carrier) rule. The place of Product collection is the Supplier's premises — the Supplier's warehouse in Wrocław.
2. The Buyer is obligated to verify the delivered Product in accordance with the provisions of the GTCS&D and the accompanying Product documentation (WZ, CMR).
3. The Parties agree that the cost of loading the Product onto the means of transport shall be borne by the Supplier, while the cost of unloading shall be borne by the Buyer. Unloading of the Product is the sole responsibility of the Buyer in every instance.
4. The Buyer is obligated to collect the ordered Product no later than 7 business days from the date specified in the Offer or the Order Confirmation.
5. Failure by the Buyer to collect the Product within the timeframe specified in Section 4 entitles the Supplier, at its discretion, to:
 - a) move the Product to a warehouse designated for Products awaiting shipment and charge a storage fee of 0.5% of the Product's price as specified in the Agreement for each day of delay in collection, as well as pass on any incurred costs to the Buyer;
 - b) withdraw from the Agreement and charge the Buyer for all costs arising from such withdrawal, provided that the Supplier may exercise this right within 30 days from the date of the occurrence of grounds for such withdrawal.
6. For Products with a weight-based calculation, the Supplier reserves the right to apply weight tolerance. For full reels, the tolerance is 5%, and for bundled products, the tolerance is 10%. Any weight difference within these limits constitutes proper performance of the Agreement and is not considered a defect of the Product.
7. Product packaging, including euro pallets and cable drums, is returnable to the Supplier unless otherwise stipulated in the Agreement. The return of packaging is at the Buyer's expense and requires the provision of

the invoice number and the return of the packaging to the Supplier's premises. The Buyer may return undamaged and not excessively worn packaging to the Supplier within 180 days from the date of its sale by the Supplier. The return of packaging after 180 days requires individual arrangements between the Parties. The Supplier will accept returned packaging only if it is accompanied by an appropriate delivery document provided with the returned packaging. Upon acceptance of the return, the Supplier will issue a corrective invoice.

VIII. Product Defects

1. The Supplier provides the Buyer with a quality guarantee for the following periods: 3 years for electro-galvanized (OC), copper-plated (MI), lacquered (LA), and PVC-coated fittings; 5 years for hot-dip galvanized (OG), copper-plated (CU), stainless steel (NI), aluminum (AL), and brass (MS) fittings; 2 years for straighteners; and adhesives and adhesive compounds as per the expiry date stated on the packaging.

The warranty period begins on the date of Product delivery. After this period, the quality guarantee expires. The Supplier's liability under statutory warranty (rekojmia) for Product defects is excluded.
2. The quality guarantee for the Products is provided under the Warranty Terms available at www.elkobis.com.pl
3. During the warranty period, the Buyer is obligated to notify the Supplier of the following:
 - a) visible damage or shortages of packages (shipments) and quantity discrepancies in packages (shipments) or discrepancies in transport documentation — no later than within 7 days from the date of delivery of the Product, under penalty of losing rights under the warranty and compensation claims (Article 471 of the Polish Civil Code) against the Supplier;
 - b) visible defects of the Product — immediately upon their detection, but no later than within 7 days from the date of delivery of the Product, under penalty of losing rights under the warranty and compensation claims (Article 471 of the Polish Civil Code) against the Supplier;

- c) hidden defects — within 5 days of discovering the defect and prior to performing any actions that interfere with the defective Product, under penalty of losing rights under the warranty and compensation claims (Article 471 of the Polish Civil Code) against the Supplier.
4. Notification of a Product defect, damage, or shortages in packages (shipments) must be submitted in writing or in documentary form, under penalty of nullity, and must include at least:
- a) the purchase invoice number and date,
 - b) the name and catalog number of the Product,
 - c) a detailed description of the defect and the circumstances of its occurrence,
 - d) photographs documenting the defect.

A complaint form is available on the Supplier's website: www.elkobis.com.pl

5. The Buyer is obligated, under penalty of rejection and dismissal of the complaint, to provide the Supplier, upon request, with all parameters of the Product, circumstances of purchase, transport, storage, as well as other documents, photographs, or information necessary for processing the complaint.
6. In the event of package (shipment) damage, the Buyer, under penalty of losing warranty rights, is obligated to:
- a) perform all actions required by applicable law to preserve claims against the carrier for loss, damage, or shortages in the package (shipment), including preparing an appropriate report with the carrier's participation and noting the damage in the WZ/CMR document;
 - b) retain the damaged package (shipment) until the arrival of the Supplier's representative and the joint inspection of the package's contents, unless otherwise agreed with the Supplier.
7. The Buyer's complaint will be processed within 14 days from the date the complaint is delivered to the Supplier. The Supplier may extend the complaint processing period if additional clarifying actions are required, including but not limited to conducting tests.
8. In the event the complaint is accepted, the Supplier, at its discretion, shall either:

- a) replace the defective Product with a defect-free Product, or
 - b) refund the Buyer a portion of the price proportional to the reduced value of the Product resulting from its defectiveness.
9. The Supplier shall be released from liability under the warranty and for improper performance of the Agreement if the defects of the Product:
- a) are caused by storage or internal transport by the Buyer that does not comply with the required standards.
10. The Supplier's liability under the warranty is also excluded if the Buyer has repaired the Product without the Supplier's written consent or, prior to inspection and resolution of the complaint, has sold, modified, either independently or through their business partner, part or all of the purchased Product while being aware of its defects, damage, or non-compliant parameters.
11. The Supplier shall deliver the Product with the properties and parameters specified in the Agreement. The Supplier does not guarantee the suitability of the Product for the purpose specified by the Buyer. The risk associated with the intended use and application of the Product under the Agreement lies solely with the Buyer. Any information provided by the Supplier in this regard is given as a courtesy and for reference purposes only and shall not constitute grounds for any claims by the Buyer against the Supplier.
12. Initiating a complaint procedure does not exempt the Buyer from the obligation to pay for the delivered Product.

IX. Payment Delays and Liability

1. In the event of the Buyer's delay in paying any amounts due under any sales, delivery, or other agreements between the Parties, the Supplier is entitled to suspend the performance of all agreements between the Parties (including withholding the delivery of the Product) until the Buyer pays all outstanding amounts, including interest. If the payment delay exceeds 7 days, the Supplier may, within the following 30 days, terminate the respective agreement without setting an additional deadline. The Supplier shall not be held liable for any damages arising from such actions. Termination of the Agreement by the Supplier shall not

constitute grounds for any claims against the Supplier.

2. In the event of the Buyer's delay in paying any amounts due under a VAT invoice or fiscal receipt issued by the Supplier based on the Agreement, the Supplier shall be entitled to the maximum delay interest allowed by law.
3. If the Supplier has granted the Buyer trade credit and the Buyer delays payment of any amount due under any sales, delivery, or other agreement involving the delivery of Products for more than 14 days, the Supplier shall have the right to issue a statement to the Buyer declaring all receivables under the trade credit immediately due and payable. In such a case, all the Supplier's receivables shall become immediately due.
4. The Supplier shall be exempt from all liability related to delayed delivery of the Product if the delay is caused by the Supplier's subcontractor failing to meet the delivery deadline. This does not limit the Supplier's liability for damages caused intentionally.
5. If the Parties agree that the Supplier is responsible for delivery, the Supplier shall not be liable for delays in delivery caused by the carrier responsible for transporting the Product. This does not limit the Supplier's liability for damages caused intentionally.
6. Compensation for damages incurred by the Buyer due to non-performance or improper performance of the Agreement shall, in all cases, be limited to the value of the specific undelivered or improperly delivered single shipment, meaning the value of the Product covered by the respective delivery. The Supplier shall not be liable for the Buyer's lost profits or contractual penalties imposed on the Buyer by their contractors.
7. If the Supplier performs the Agreement only partially, the Buyer may withdraw only from the unperformed part of the Agreement, provided that the Buyer first grants the Supplier an appropriate additional deadline for its performance.

X. Proof of Export and Value-Added Tax

1. If the Buyer or their representative, with a registered office outside the territory of the Republic of Poland, collects the Product and transports or ships it to a country outside the European Union, they are obligated to provide the Supplier with a copy of the document required by tax regulations, in

which the customs office specified in customs regulations confirms the export of the Goods outside the European Union. This document must indicate the identity of the Product delivered by the Supplier with the Product exported outside the European Union. If this document is not provided by the Buyer by the 25th day of the month following the calendar month of the collection of the Goods, the Supplier will charge the Buyer the amount of value-added tax (VAT) at the rate applicable to domestic delivery of the Products, along with any applicable interest. If the document is subsequently provided by the Buyer, the Supplier will adjust the previously applied VAT charge

2. In the case of delivery from the territory of the Republic of Poland to another European Union member state, the Buyer is obligated to provide the Supplier with their valid identification number for intra-Community transactions, under which they conduct business in an EU member state other than Poland, and to submit documents clearly confirming that the Products delivered by the Supplier were exported from the territory of Poland and delivered to the buyer in the territory of another EU member state. These documents must include, in particular: signed and stamped transport documents by the Buyer and a VAT invoice.
If the Buyer does not provide the aforementioned documents by the 25th day of the month following the calendar month of the collection of the goods, the Supplier will charge the Buyer the amount of value-added tax (VAT) at the rate applicable to domestic delivery of the Products, along with any applicable interest. If the document is subsequently provided by the Buyer, the Supplier will adjust the previously applied VAT charge.
3. If the Parties agree that the delivery is the responsibility of the Supplier, and the delivery of the Product is carried out using the Supplier's means of transport, the Buyer is obligated to sign the WZ document and/or CMR document after unloading the Product at the destination and to promptly provide the aforementioned documentation to the Carrier.
4. In the case of the Product being collected using the Buyer's own means of transport within the EU, the Buyer is required to provide

an appropriate declaration no later than 3 days prior to the Delivery date.

5. The Supplier may, at its discretion, deliver the Product outside the territory of Poland with VAT included. Upon receiving documents from the Buyer confirming that the Product has left the territory of Poland and arrived at the destination, the Supplier will issue a corresponding invoice adjustment and either refund the difference from the original invoice or offset the amount against any outstanding receivables due from the Buyer.

XI. Patent Protection and Confidentiality of Commercial Agreements

1. All information contained in the Technical Documentation provided to the Buyer is considered a trade secret, and each Party undertakes to maintain its confidentiality during the term of the Agreement and for a period of 5 years after its performance, termination, or dissolution.
2. In the event of a breach of trade secrets or any other confidentiality agreement by the Buyer, the Supplier is entitled to seek compensation for damages incurred, including lost profits resulting from such a breach.

XII. Jurisdiction and Governing Law

1. The court of general jurisdiction for the Supplier's registered office shall have exclusive jurisdiction over any disputes arising between the Parties from the Agreement.
2. The Agreements are governed exclusively by Polish law.
3. The United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980, shall not apply to the Agreements.

XIII. Other Provisions

1. The Buyer's claims against the Supplier may not be subject to any legal actions (including assignment to third parties) without the Supplier's prior written consent, expressed in writing under penalty of nullity.
2. The Buyer is not entitled to offset any claims they have against the Supplier with claims the Supplier has against the Buyer without the prior written consent of the Supplier, expressed in writing under penalty of nullity.

3. If any provisions of these GTCS&D are found to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions. In such a case, the Parties agree to adopt provisions that reflect their prior agreements and intentions.
4. The Data Controller is Elko-Bis Sp. z o.o. Data is collected for the purposes of establishing contact, conducting business negotiations, and executing commercial agreements. The data subject has the right to access their personal data, request correction, deletion, or restriction of the processing of such data, as well as the right to data portability. Details regarding data processing are available in the Privacy Policy and Cookie Policy on the website: www.elkobis.com.pl.
5. These GTCS&D have been prepared in both Polish and English language versions. In the event of any discrepancies between the language versions, the Polish language version shall prevail.

The Management Board of Elko-Bis Sp. z o.o. with its registered office in Wrocław.