



GENERAL TERMS OF SALES

of PCC Therm Sp. z o.o.
of 01/01/2023

I GENERAL PROVISIONS

- 1.1. The General Terms of Sales of PCC Therm Sp. z o. o., hereinafter referred to as the Supplier, apply when the Supplier makes a sale of goods to a Customer. Our deliveries or sales of goods are regulated solely by these General Terms of Sales, available at <https://europir.pl/>. Any provisions differing from these General Terms of Sales, in particular those contained in a Customer's terms of purchasing, may be binding on the Supplier only if they are approved by the Supplier in writing pursuant to the Supplier's rules of representation. No delivery or sale of goods that is free from objections is to be taken as the Supplier's acknowledgement of any differing provisions.
- 1.2. Whenever these General Terms of Sales refer to a sale, a sales contract, the Supplier, or a Customer, these are to be respectively understood as a delivery, a sales contract, the Supplier, and a Customer.
- 1.3. Any typographical, machine, or calculation errors, or other obvious mistakes that may appear in a contract, have no negative legal consequences for the Supplier.
- 1.4. Orders from a Customer are not binding on the Supplier until they have been expressly confirmed by the Supplier in writing or electronically (an email sent from its business address), provided that the electronic form has been agreed by the parties.

II DELIVERY / SHIPPING

- 2.1. The date of a sale is the date of the paid delivery of goods, taking into account any applicable Incoterms 2020.
- 2.2. The Supplier is not entitled to sell goods to countries that have been covered by EU or international sanctions prohibiting trade activities in goods. If, in a contract, the Supplier has specified the goods' destination country (territory) and, at the same time, has granted a Customer exclusivity in that territory, the Customer is not entitled to actively resell the goods outside that territory. Should a Customer fail to comply with this prohibition, it will be obliged to pay the Supplier a contractual penalty of 30% of the value of the supplied goods. It is permissible for the Supplier to pursue compensation exceeding the amount of the reserved penalty, with the proviso that the compensation should cover both any real losses incurred by the Supplier and any expected lost benefits.
- 2.3. Immediately after goods have been handed over to a Customer, the risk of accidental loss of or damage to the goods passes to the Customer. Insofar as Incoterms are mentioned in a contract, the risk of accidental loss of or damage to goods as well as the risk and costs of transporting the goods pass to the Customer at the place and time determined by the basis of delivery according to INCOTERMS 2020, which also specify

all other obligations and rights of the parties resulting from the basis of delivery adopted in the contract. Irrespective of the Incoterms basis applied, it is the Customer's responsibility to directly supervise the unloading operation.

- 2.4.** A Customer is obliged to cover all additional costs arising for the Supplier in connection with the Customer's non-performance or improper performance of obligations arising from the basis of delivery adopted in a contract.
- 2.5.** If a contract does not specify the quantities or dates of handing over the goods that constitute its subject matter, it ought to be understood that shipments will be made based on the Customer's orders confirmed by the Supplier. In the absence of an order, the parties will agree quantities and dates of individual shipments on an ongoing basis, in writing or electronically (an email sent from one's business address).
- 2.6.** If the date of handover has been specified in a contract or in a Customer's order as referred to in point 2.5 but the Supplier is unable to deliver the goods due to circumstances that it could not have foreseen or prevented at the time of concluding the contract or confirming the order, the Supplier must immediately inform the Customer about it. In such a case, the Supplier is not liable for improper performance or non-performance of the contract, and the parties will (as a separate arrangement) agree a new shipment date, taking into account the capabilities and needs of each of them. Unless otherwise stipulated in a contract, each shipment is made at the prices applicable at the time.
- 2.7.** If the credit limit has been exceeded, any orders placed by a Customer will be fulfilled only after the Customer has paid all the amounts due for previous orders/contracts covered by the credit limit. All payments made by a Customer will first be credited toward any accrued interest and oldest amounts due. Every Customer acknowledges that the credit limit is subject to change without giving reasons.
- 2.8.** If a delivery is being made using a vehicle of the Supplier or of another carrier commissioned by the Supplier, a Customer is obliged to unload the vehicle immediately after its arrival at the Customer's location. In the event where the Customer fails to unload the vehicle within 4 hours (unless otherwise specified in a contract) of the moment of notifying the vehicle at the Customer's location, the Supplier will burden the Customer with the costs of holding up the means of transport. If a Customer has to clear customs, the holdup time needed to unload the Supplier's vehicle is extended from 4 to 8 hours.
- 2.9.** For deliveries within the territory of Poland, the Supplier, together with goods, provides the Customer with a domestic consignment note.

For deliveries to other EU member states, the Supplier, together with goods, provides the Customer with an international consignment note and, through a financial institution, other documents specified in the letter of credit (if applicable). For deliveries to countries other than those mentioned above, the Supplier, together with goods, provides the Customer with an invoice and, through a financial institution, other documents specified in the letter of credit (if applicable).

While receiving goods, a Customer is obliged to verify conformity of the delivery with the received delivery document, visually inspect the goods, and accept them by signing, stamping, and writing the date of receiving the goods on the relevant consignment note, a copy of which the Customer returns to the Supplier upon receiving the goods.

- 2.10. The Supplier delivers the invoice for sold goods together with the goods, or sends it to the Customer in paper or electronic form. Use of electronic invoices must first be approved by the invoice recipient.
- 2.11. Unless otherwise stipulated in a contract, the Supplier is entitled to deliver goods in parts, and to invoice them separately. A delay in the delivery of goods does not relieve a Customer of its obligation to accept the delivery and pay for it. Delivery of a smaller quantity of goods than that agreed between the parties does not entitle a Customer to refuse to accept the goods, and in such a case the Customer is obliged to pay a relevant part of the remuneration for the delivered quantity.

III PACKAGING

- 3.1. The Supplier's goods are delivered in non-returnable packaging.
- 3.2. A Customer who has received goods in non-returnable packaging disposes of the waste packaging on its own and at its own expense, at an appropriate place intended for this purpose.

IV SETTLEMENTS

- 4.1. The documents used between the parties for the purpose of settlements are invoices.
- 4.2. Unless otherwise stipulated in a contract, all invoices from the Supplier are to be paid by a Customer by bank transfer to the Supplier's account, in their full amount and without deducting any bank transfer costs.

In the case of foreign settlements, a Customer bears the costs of its bank and any intermediary banks. The Supplier hereby states that its bank does not charge fees on incoming payments. To correctly settle the costs of a transfer, a Customer selects the "OUR" cost option. Any payment deadline specified in a contract is reserved in favour of the Supplier, meaning that the deadline will be met if, before its expiry, the Supplier's bank account is credited with the amount due for goods sold.

- 4.3. Failure to timely pay any amounts due will result in the charging of interest for delay, in an amount determined pursuant to applicable laws for each full day of delay, or in the amount from time to time specified in a contract, and may constitute grounds for refusal to fulfil any further deliveries, including already confirmed deliveries. In the event of a delay in payment, the Supplier may also demand compensation for any incurred loss.
- 4.4. Payment by cheque is excluded, unless otherwise stipulated in a contract.
- 4.5. A Customer's claims under a contract will be processed individually and cannot justify the Customer withholding payments for goods. Deduction by a Customer of such claims from the Supplier's receivables resulting from sales of goods is excluded.
- 4.6. To be effective, any change to the Supplier's bank account details requires an additional confirmation from the Supplier.

V COMPLAINTS, LIABILITY FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF A CONTRACT

- 5.1. Subject to the provisions of point 5.8, the Supplier is liable for the quality of delivered goods.

The Supplier is not liable for the manner or purpose for which goods are used other than those indicated in a declaration of performance, or for any technical assistance

and information provided (whether verbal or written, including in the form of proposed elaborations and recommendations).

- 5.2.** If the parties have agreed any quality parameters of goods other than those in the declaration of performance, such parameters are binding on condition that they are stated in a contract.
- 5.3.** Unless otherwise stipulated in a contract with a Customer, the Supplier is not liable in any way whatsoever for achievement of the Customer's intended results of applying the Supplier's goods and/or suggestions, recommendations, solutions, instructions provided by the Supplier, or results of other consultations and analyses carried out as part of technical support, or for the consequences of any use by the Customer of such suggestions, recommendations, solutions, instructions, results of other consultations and analyses carried out as part of technical support.
- 5.4.** A Customer must establish the quantity of purchased goods.
- 5.5.** A Customer is obliged to submit any quality, quantity, logistics, or other complaints to the Supplier in writing or by email immediately but no later than within 7 days of the date of receiving the goods, or else the complaint will be left unprocessed and the Customer will lose any claims on this account, unless some defect only later comes to light.

In the case of concealed defects in sold goods, a Customer is obliged to notify the Supplier about the defect immediately after its discovery but no later than within 7 days of the date of discovering the defect, or else the complaint will be left unprocessed and the Customer will lose any claims on this account, with the proviso that the Customer's right to notify a concealed defect in goods expires after a year has passed from the date of receiving the goods.

- 5.6.** For the complaint procedure to be initiated, a Customer must precisely describe the reservation that it has.
 - a. for a quality complaint: description of the defect found;
 - b. for a quantity/logistics complaint: (i) loss report written down by the Customer and the Vehicle Driver. The report should include a description of the problem that has occurred, the condition of packaging, and the signatures of both the Customer and Vehicle Driver. If the Driver refuses to sign, this fact must be stated by the Customer in the text of the loss report.

The Supplier may require that a Customer provide relevant documents other than those mentioned above, which may constitute evidence in the complaint procedure (photos, videos, etc.).

- 5.7.** The Supplier will process the submitted complaint within 21 days of the date of receiving complete information and documents referred to in points 5.5 and 5.6. The above does not apply if, in order for the Supplier to make a decision regarding the submitted complaint, it is necessary to obtain additional information and/or opinions from the Customer and/or expert opinions from entities independent of the parties. In such a case, the Supplier will notify the Customer about it, specifying an approximate deadline for resolving the complaint.
- 5.8.** If a submitted complaint gets accepted, the parties will separately agree in writing or electronically the manner of satisfying the Customer's claims, taking into consideration

the following possibilities: for quality complaints – an appropriate reduction in the sale price of the delivered goods or returning the goods and delivering, instead of the defective goods, the same quantity of defect-free goods; for quantity complaints – a reduction in the sale price to account for the actual quantity of delivered goods or, perhaps, a supplementary delivery.

A Customer's demands may not exceed the value of goods subject to a complaint. In particular, a Customer may not make any further claims on this account, i.e., demand compensation for the Customer's loss incurred due to any properties of goods that were promised by the Supplier but are missing.

In any case, the Supplier's liability for non-performance or improper performance of a contract is limited exclusively to losses actually incurred by a Customer and must never exceed the value of delivered goods from a given delivery. The Supplier is not liable for any lost benefits, indirect losses, lost profits of a Customer, or any losses incurred by third parties.

- 5.9.** In the event of non-performance or improper performance of a contract by a Customer, in particular in the event of delay in accepting goods, the Supplier may demand that the Customer pay the contractual penalty of 10% of the gross value of the concerned goods. The penalty is payable at the Supplier's first written demand.

It is permissible to pursue compensation exceeding the amount of the reserved contractual penalty, with the proviso that the compensation should cover both any real losses incurred by the Supplier and any of its expected but lost benefits.

Neither party will be deemed guilty of failing to fulfil its obligations if circumstances caused by force majeure occur. These General Terms of Sales define "force majeure" as any kind of external, extraordinary events whose occurrence could not have been foreseen by a party, or which the party could not have avoided despite exercising due diligence, in particular: states of natural disasters (fire, flood, other acts of nature), wars, riots, strikes, disruptions to the Supplier's procurement of raw materials, breakdowns of systems or devices, as well as acts of public authorities. The party affected by the effects of force majeure should immediately notify the other party about its occurrence and expected duration.

- 5.10.** If the circumstances referred to in point 5.9 lead to a significant increase in production costs, the price of goods agreed in a contract may be renegotiated.
- 5.11.** The Supplier's liability for warranty under the Civil Code is excluded.

VI SUPPORT ACTIVITIES

- 6.1.** Technical support activities that accompany the sales of the Supplier's goods are voluntary on the part of the Supplier and aimed solely at presenting the characteristics of the Supplier's products as well as their possible applications. These activities may be discontinued at any time, independently of deliveries of the Supplier's goods, without any claims from a Customer.
- 6.2.** The Supplier's liability is limited to liability for the quality of supplied goods in accordance with section V of these General Terms of Sales.

VII APPLICABLE LAW AND RESOLVING OF DISPUTES

- 7.1.** In the event where a Customer has its registered office in the territory of the Republic of Poland, Polish law applies to matters not regulated in a contract or in these General

Terms of Sales, while any disputes that may arise in connection with performing the contract and which have not been resolved amicably between the parties will be settled by a common court having jurisdiction over the registered office of the Supplier.

- 7.2.** In the event where a Customer has its registered office outside the territory of the Republic of Poland, Polish law applies to matters not regulated in a contract or in these General Terms of Sales, while any disputes that may arise in connection with performing the contract and which have not been resolved amicably between the parties will be settled by the Arbitration Court attached to the Polish Chamber of Commerce in Warsaw – in accordance with the rules of procedure before that court. Each party is obliged to voluntarily and immediately comply with any ruling of the Arbitration Court attached to the Polish Chamber of Commerce in Warsaw.

VIII TRADE SECRETS AND INTELLECTUAL PROPERTY RIGHTS

- 8.1.** All information and documents pertaining to a contract and its performance constitute trade secrets of the Supplier and must not be disclosed to any third parties without its written consent, or otherwise used by a Customer. This also applies to information of which a Customer has become aware on the occasion of and in connection with concluding and performing a contract.
- 8.2.** By concluding or performing a contract, the Supplier does not grant a Customer any licence whatsoever.

IX PRINCIPLES OF SUSTAINABILITY

- 9.1.** One of the main strategic objectives of PCC Group companies is to strive for a balance between the economic viability of business, the broadly-defined social interest, and responsible management of the organization.

PCC Group conducts its business with a sense of responsibility for the consequences of its actions and applies national and international norms and standards in assessing the ethical conduct of employees and other stakeholder groups, respect for human rights, observance of employee rights, and respect for the natural environment.

- 9.2.** Ethical priorities at PCC Group are mainly related to areas such as anti-discrimination, respect for human rights, and environmental protection. These values are taken into consideration in decision-making processes at each level of the organization. PCC Group complies with all laws, regulations, and standards, including international rules based on the concept of Corporate Social Responsibility (CSR). The Supplier undertakes activities related to shaping proper economic and social relations, and expects the same from its Clients both in Poland and around the world.
- 9.3.** Key issues relating to our ethical culture have been described in our current Book of Ethics, the provisions of which are addressed to both employees and external stakeholders of PCC Group. Therefore, we expect all Customers to respect the principles presented in the above-mentioned document. Adherence to the values and principles listed therein is an extremely important aspect of our cooperation, which should be based on mutual respect, transparency, and other ethical values.
- 9.4.** In light of the above, every Customer hereby declares that, when cooperating with the Supplier, the Customer conducts its business with a sense of responsibility for the consequences of its actions and applies uniform standards in: assessing the ethical conduct of employees and third parties, respecting human rights, respecting employee rights, and respecting the natural environment.

X PROTECTION OF PERSONAL DATA

- 10.1.** The Supplier is the controller of any personal data communicated by a Customer in connection with the conclusion and performance of a contract, e.g., the data of contact persons and employees/cooperators. Contacting the Supplier about personal data protection is possible at the Supplier's address.
- 10.2.** Personal data may be processed by the Supplier in order to:
- a. conclude and perform a contract – for the duration of that contract – the basis for processing in this case is the need to conclude the contract;
 - b. contact the Customer – for the period necessary to answer a question or to take action – the basis for processing in this case is pursuing legitimate interests of the controller or taking action at the request of the Customer aimed at concluding a possible contract;
 - c. fulfil the Supplier's legal obligations (e.g. tax obligations, accounting obligations concerning the handling of complaints) – for the duration of said obligations or for the period necessary to prove fulfilment of said obligations to authorities entitled to inspect the Supplier in this area – the basis for processing in this case is the controller's legal obligation;
 - d. determine, defend, and pursue claims until they become time-barred (e.g. claims arising from contracts) or until the end of any ongoing proceedings – the basis for processing in this case is the controller's legal obligation.
- 10.3.** The scope of processed personal data includes information needed/required to perform a contract, in particular: name and surname or company name, tax identification number, address, email address, contact telephone number.
- 10.4.** Personal data may be made available to external entities exclusively within the limits permitted by law, for the purpose and to the extent necessary to properly perform a contract. The Supplier may entrust the processing of a Customer's personal data to third parties for the purpose of carrying out activities related to the performance of a contract, as well as for a purpose related to pursuing claims or defending against claims. Said entities may be in particular: couriers, external consulting companies (including legal, audit, tax, marketing, and accounting companies); external IT specialists; entities that support the Supplier in the handling of correspondence; entities that cooperate with the Supplier's as part of sales services; entities from PCC Group that perform some of the above services for the Supplier.
- 10.5.** A Customer has the right to:
- a. access its personal data;
 - b. request rectification and restriction of the processing of its personal data;
 - c. have its personal data erased (e.g. in a situation where they have been processed unlawfully);
 - d. have the personal data which the Buyer has provided to the controller and which are processed by automated means based on consent or a contract, e.g., transferred to another controller;

- e. object to the processing of its personal data based on the ground of necessity for the purposes of legitimate interests pursued by the controller or by a third party, including in particular any processing for marketing purposes;
 - f. lodge a complaint with the authority responsible for the protection of personal data.
- 10.6.** A Customer's personal data may, in exceptional cases, be transferred to the Supplier's partners who process them outside the European Economic Area (EEA), but only to the necessary extent related to the provision of services by said partners to the Supplier. Security of a Customer's personal data is ensured by the safeguards in place, including the standard contractual clauses approved by the European Commission. A Buyer may obtain a copy of information on the safeguards for personal data transferred to countries outside the EEA in particular by contacting the Supplier.
- 10.7.** Additional information on the Supplier's personal data processing rules can be found at <https://odo.pcc.pl/>

XI SANCTIONS

- 11.1.** Every Customer hereby declares that neither it nor its affiliates – within the meaning of Article 3(43) of the Accounting Act ("Affiliates") – are covered by or in violation of any measures of a restrictive or discriminatory nature in trade or other business area, imposed with the intention of inducing a change in policy or individual actions ("Sanctions"), which have been imposed by a Sanctioning Authority with respect to any of the following categories: (i) countries, (ii) groups of countries, (iii) natural persons, (iv) legal persons ("Sanctioned Persons"). Sanctions may, in particular, manifest themselves in the form of a partial or total ban on imports/exports, a ban on entry (by vehicle or on foot) into a specific territory, freezing of assets, a ban on any trade settlements or investments in/for/with Sanctioned Persons. For the purposes of these General Terms of Sales, a Sanctioning Authority means (i) any supranational organization as well as any body/institution thereof not listed in the following sub-points, (ii) any country not listed in the following sub-points (iii) the European Union and its institutions, (iv) the United States of America and its federal institutions.
- 11.2.** Neither party will be obliged to perform a contract if to do so would be contrary to any Sanctions applicable to that party. In the event where performance of a contract would constitute a breach of Sanctions or could be construed as violating/circumventing any Sanctions, the Supplier will be entitled, at its sole discretion, to notify the other party about:
- 11.2.1. suspending the performance of a contract until the Sanctions have been lifted;
 - 11.2.2. terminating a contract with immediate effect if it is reasonable to expect that the Sanctions will remain in force for a period of time that makes further performance of a contract unfeasible or useless for the Supplier. In the event where the Supplier is obliged to pay the other party for a part of a contract already performed, either (i) the Supplier's obligation to pay will be suspended until such payment is no longer contrary to Sanctions or (ii) the Supplier may withdraw from the performed part of the contract within 12 months of becoming aware of the Sanctions and return that performed part to the other party. In any event, the Supplier is not liable to the other party for its actions aimed at complying with any Sanctions.
- 11.3.** Notwithstanding the foregoing, no Customer may resell products purchased from the Supplier to any Sanctioned Person:

11.3.1. At a written request from the Supplier, the Customer will:

11.3.1.1. without undue delay, provide the Supplier with documents confirming the final destination of the product being sold;

11.3.1.2. (if the Supplier has been required to provide the documents referred to in the preceding sentence at the request of a state administration authority) provide them within a period of time that will allow the Supplier to comply with such a request in a timely manner.

11.4. For the avoidance of doubt, failure to provide the documentation referred to in point 11.3.1 will be deemed a reasonable suspicion that the Customer is covered by Sanctions or that the Customer is attempting to circumvent Sanctions and the Supplier will in such a situation be entitled, at its discretion, to exercise the entitlements referred to in points 11.2.1 or 11.2.2 where the time limit for exercising same will be calculated from the moment of refusal/non-receipt of the documents within the time limit indicated by the Supplier.

11.5. Every Customer hereby agrees to indemnify the Supplier against any liability including any imposition of fines, penalties, or expenses (including, but not limited to, court fees) that the Supplier may incur as a result of the Customer's or its Affiliates' breach of Sanctions and, insofar as possible, to participate in any such proceedings if they have been initiated against the Customer. If a Customer fails to comply with any obligation described in this section XI, it will have to pay the Supplier a contractual penalty equal to 30% of the value of goods delivered over the period of 12 months preceding the event giving rise to the loss. The Supplier may demand that the Customer compensate for any loss that exceeds the value of the reserved contractual penalty, under the principles provided for in the Civil Code.

XII MISCELLANEOUS PROVISIONS

12.1. Unless otherwise stipulated in a contract, either party may terminate it by giving one month's notice at the end of a calendar month.

12.2. A Customer is not entitled to transfer its rights or obligations under a contract to any third parties without a written consent from the Supplier.

12.3. Provisions of a contract automatically become binding on the parties' legal successors.

12.4. Once a contract has been signed, all previous negotiations and correspondence between the parties cease to be binding.

12.5. All appendices to a contract are an integral part thereof.

12.6. In order to be binding, all changes and additions to a contract are to be in writing in the form of a bilaterally agreed annex, unless another form results from the provisions of the contract or the General Terms of Sales.

12.7. Unless otherwise agreed by the parties in a contract, contracts are drawn up in the Polish language, and only the Polish language is binding on their interpretation, while copies of contracts drawn up in a foreign language serve merely as their translations.