

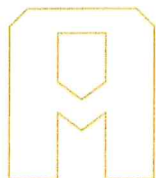
GENERAL PURCHASE CONDITIONS ALUDESIGN SPÓŁKA AKCYJNA

1. GENERAL PROVISIONS

- 1.1. These General Purchase Conditions (hereinafter: "GPC") come into force on 01.02.2023 and apply to orders made by ALUDESIGN SPÓŁKA AKCYJNA with its headquarters in Warsaw at ul. Burakowska 5/7, entered into the Register of Entrepreneurs of the National Court Register, run by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register under no. KRS 0000744643, VAT ID: 5272861210; REGON: 381012924 („Aludesign” or „Purchaser”) and refer to deliveries of goods or services in favour of Aludesign by the entity hereinafter called the “Supplier” and are available on the Aludesign website: <http://www.aludesign.pl/owz> and are binding for both parties unless stated otherwise in the agreement or purchase order.
- 1.2. The order confirmation means the acceptance of the GPC and giving consent for the prevalence of application of the provisions of the GPC over the own general terms and conditions for agreements, agreement templates, regulations, instructions and other normative acts of the Supplier. Agreement templates provided by the Supplier are also excluded from use when the Purchaser has not clearly objected to their use.
- 1.3. The waiver of certain provisions of the GPC by the Purchaser is binding only in relation to a given order and cannot be treated by the Supplier as binding in relation to other orders.
- 1.4. Prices stated in the order are stable and are not subject to any changes; they refer to Goods or services delivered to a given place of delivery at the cost of the Supplier.

2. ORDERS

- 2.1. The Supplier is obliged to deliver and assign the goods or deliver the services to the Purchaser in accordance with the order and the GPC.
- 2.2. The order will determine all important conditions, i.e. the exact date and address of the Purchaser, the exact name and address of the Supplier, description of the ordered Goods or Services, their quantity or type, parameters, agreed term, place and conditions of delivery, price, form, term of payment and insurance. The order number will be quoted on the delivery note, invoice, stock issue confirmation, acceptance protocol and any other transaction documents.
- 2.3. Each order will include the following clause: “This order is placed in accordance with the General Purchase Conditions (GPC)”. The GPC are available at www.aludesign.pl



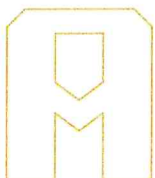
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3. PERFORMANCE OF ORDERS

- 3.1. Acceptance of each order for delivery should be confirmed by the Supplier within 2 working days following its receipt. The failure to confirm the order by the supplier within the above mentioned term will be treated by the Purchaser as a tacit acceptance of the order for its performance by the Supplier under conditions specified in the order form and the GPC.
- 3.2. Upon acceptance of the order the Supplier confirms that s/he has adequate means to fulfil the order within the specified period.
- 3.3. The Supplier is obliged to deliver the goods or service in the quantity specified in the order, in a quality stated in the order as well as in accordance with standards and provisions in force and technical requirements mentioned in the order by the Purchaser and the Supplier shall provide all necessary documents, attestations and certificates.
- 3.4. The Purchaser is entitled on each stage of order processing to obtain information concerning its progress. The information will be provided by the authorised person on behalf of the Supplier.
- 3.5. Partial deliveries shall be accepted upon prior written arrangement. In the case of partial deliveries, the remaining part must be delivered within the specified period of time.
- 3.6. Deliveries to the Supplier's warehouse are accepted during the working hours of the warehouse, i.e. on working days from 6.00 a.m. to 3.00 p.m. It is allowed to make deliveries outside of working hours of the warehouse upon the prior written arrangement between the Purchaser and the Supplier.
- 3.7. The goods will be packed in a way which guarantees its free-of-defect delivery to the Purchaser. The ordered Goods will be delivered by the Supplier to the place indicated in the purchase order and in accordance with the provisions of the GPC at the cost of the Supplier. The Purchaser has the right to decline the delivery if it is not accompanied by a document issued by the Supplier, containing the order number, specification of the ordered goods, their quantity, details concerning the package, weight and place of acceptance if specified in the order as well as attestations, certificates and guarantee cards.
- 3.8. If the date of delivery is jeopardised, the Supplier is obliged to estimate the delay and provide its causes as well the new delivery date to the email address of the person on behalf of whom Aludesign places the order. Failure to provide such information or providing information which states that the delivery cannot be made on time may be a reason for the Purchaser's withdrawal from the order due to reasons on the part of the Supplier with the possibility to perform the substitute order by Aludesign at the cost and risk of the Supplier. If Aludesign accepts the term specified by the Supplier or determines another term, the Supplier will make delivery in accordance with the new arrangements. The Supplier is liable for damage arising out of each delay, loss or damage caused by improper markings, packaging or identification of the Goods.
- 3.9. The ordered Goods will be deemed delivered in relation to the fulfilment of delivery terms and passing the risk of accidental loss or damage of the goods delivered from the Supplier to the Purchaser upon the receipt of the subject of delivery by the Purchaser.
- 3.10. Quantitative acceptance of the goods will take place within 7 (in words: seven) days following the date of delivery.



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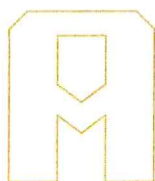
- 3.11. If the quantity of the goods supplied is higher than specified in the agreement, the Supplier will be obliged to collect the surplus within 2 days from the date of notification. If the goods is not collected in the specified mode and term, the Purchaser will be entitled to send the surplus back to the Supplier at the Supplier's own cost or place it for storage by a third party at the cost and risk of the Supplier.
- 3.12. If a quality defect of goods (service) and/or quantitative shortage of goods is noticed upon the receipt, the Supplier is obliged to collect the goods and deliver faulty-free goods and/or supplement the goods or to perform the service once again within 7 (in words: seven) days following the date of notifying the Supplier of the defects or quantitative shortage to the Supplier's email address intended for placing the orders.
- 3.13. Services delivered under the GPC will be performed duly and professionally as it might be expected from a professional and experienced service provider and the Supplier reserves adequate resources for the performance of the agreed service on an appropriate level. The Supplier will not be liable due to the provision of Services by his/her personnel/subcontractors.

4. TERMS OF PAYMENT

- 4.1. On condition that the invoiced goods or service are compliant with the order, payments will be made by the Purchaser via bank transfer to the account provided by the Supplier on the invoice within at least 45 (in words: forty-five) days from the date of delivery of a duly executed invoice to the Purchaser. The date of payment will be understood as the date of debiting the account of Aludesign.
- 4.2. The invoice will be sent electronically to the email address: e-faktury@aludesign.pl. Under a separate agreement or in case of technical issues, the Purchaser allows for sending the invoice by post to the address: ul. Byczyńska 37, 46-310 Gorzów Śląski.
- 4.3. An invoice/a bill can be issued upon delivery of the Goods or service to the Purchaser together with all documentation related to the Goods/service.
- 4.4. If the invoice/bill has been delivered before the delivery of goods/service together with the required documentation, the term will run from the date of delivery of the Goods/service with the documents unless agreed otherwise by the Parties.
- 4.5. If the Purchaser notices any quality defects in the delivered Goods and notifies the Supplier of this fact, the Purchaser is entitled to retain the payment in full or in part until the quality defects have been rectified.
- 4.6. The Purchaser has the right to deduct cash receivables due from the Supplier in favour of the Supplier's receivables due from the Purchaser.

5. GUARANTEE AND WARRANTY

- 5.1. The Supplier provides a guarantee and warranty for the goods or services which fulfil the conditions specified by the Purchaser in the order, relating, but not restricted to, technical documentation, standards and specifications and legal requirements concerning safety and environmental protection for the period specified in the order, but not less than 24 months.

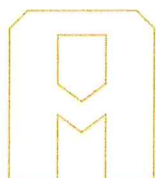


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- 5.2. Complaints will be sent to the email address of the Supplier's representative specified in the order.
- 5.3. A complaint will be dealt with within 5 (in words: five) working days from the date of its submission to the Supplier's email. The Supplier's failure to respond to such an email within the specified term means the acceptance of the complaint in full.
- 5.4. The period of guarantee runs from the date of the receipt of goods or service by the Purchaser. Defects noticed upon receipt and during the period of guarantee will be rectified by the Supplier at his/her own cost during the time period determined by the Purchaser. The Purchaser reserves the right to return all faulty goods at the cost of the Supplier or to request the replacement of the goods. The Supplier will undertake all necessary steps in order to replace or rectify the faulty goods at his/her own cost with due diligence.
- 5.5. If documents, such as instructions, guarantees, attestations, certificates etc. are required for the receipt of goods, the Supplier is obliged to deliver them to the Purchaser up to the date of receipt of the goods or service by the Purchaser.
- 5.6. Regardless of the entitlements provided in the guarantee, the Supplier will be liable towards the Purchaser under warranty in accordance with the provisions of the Civil Code.
- 5.7. Any complaint submitted during the period of warranty or guarantee extends the periods of warranty or guarantee by a period starting from the date of submission until the date of rectification of the defect. If the goods have been replaced or defects of the goods or service have been rectified, the term will commence on the date of replacement or rectification of defects.
- 5.8. Notwithstanding the above, the Supplier authorises the Purchaser to the substitute replacement of defects in the goods or service delivered or to the replacement of faulty goods at the Supplier's own cost and risk if the Supplier fails to rectify them within the specified time period.
- 5.9. The Supplier provides rectification of possible defects revealed during the period of guarantee or warranty, which do not allow for the operation of the subject of delivery in accordance with the intended use free of charge. The Supplier is responsible for the collection of the product for which the complaint was submitted at his/her own cost.
- 5.10. The Supplier will rectify the defects or deliver faulty-free goods within 3 working days from the date of subsequent notification by the Purchaser of an ineffective rectification of the defects.
- 5.11. Upon expiry of the period for rectification of the defects reported or delivery of faulty-free goods, specified in sec. 5.10, the Purchaser may rectify the defect on his/her own or delegate this task to a third party at the cost and risk of the Supplier.
- 5.12. The Purchaser reserves the right to return all faulty goods at the cost of the Supplier or to request the replacement of the goods. In the case of an unduly performed service, the Purchaser is entitled to request its provision once again.
- 5.13. If the delivery of a faulty service or goods results in additional costs of disassembly, reassembly or adjustment on the part of the Purchaser, the costs will be borne by the Supplier. The Supplier also undertakes to reimburse the Purchaser for any costs (liquidated damages, penalties, value of damage or lost benefits) that may be charged to the Customer by third parties as a result of the Purchaser's use of the goods delivered by the Supplier for its final products, and these damage and burdens result from a faulty delivery which cannot be detected in the manner described in sec. 3.16.



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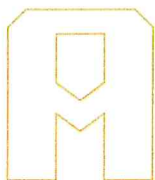
- 5.14. The above will be without prejudice to the Purchaser's right to withhold payment of the Supplier's invoices, nor shall it relieve the Supplier of any liability under the guarantee or liability for damages incurred by Aludesign in connection with faulty goods or service delivered by the Supplier.

6. WITHDRAWAL

- 6.1. The Purchaser, above other provisions of the GPC and the provisions of law, may also withdraw from the contract within 30 (in words: thirty) days from the date on which the Purchaser becomes aware of any of the following events:
- a) The Supplier delays the delivery of all or part of the goods or the performance of the service beyond the date indicated in the order,
 - b) the discovery of a defect in the goods or in the performance of the service or other non-conformity with the order,
 - c) the Supplier has not dealt with the complaint in the manner or within the period agreed between the Parties.
- 6.2. In such a case, the Purchaser may, at his/her discretion, declare that s/he has withdrawn from the entire order or that s/he has cancelled a part of the order which is related to the defective goods or service in a defectively performed part or otherwise not in accordance with the order, or goods not delivered on time or service in an untimely part.
- 6.3. The declaration of withdrawal may be submitted by the Purchaser to the e-mail address of the Supplier's representative indicated in the order. In order for such a statement to be effective, it is not necessary to make any other prior statements or requests to the Supplier.
- 6.4. The Purchaser reserves the right to claim compensation from the Supplier for improper performance of the order on the general principles set out in the Civil Code, as well as reimbursement of costs incurred for the substitute performance of the order.

7. LIQUIDATED DAMAGES

- 7.1. Due to non-performance or improper performance of the order, the Supplier will be charged liquidated damages:
- a) for refraining from performance of the accepted order not performed due to reasons within the Supplier's control and independent of the Purchaser in the amount of 10% of the gross value of the order;
 - b) for exceeding the delivery date in the amount of 0.5% of the gross value of the order for each day of delay;
 - c) for a delay in rectifying the defects noticed upon receipt of the subject of delivery or within the period of warranty and guarantee in the amount of 0.5% of the gross value of the order, running from the expiry of the period given by the Purchaser for the rectification of the defects.



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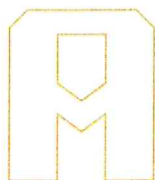
- 7.2. The Purchaser is entitled to deduct the liquidated damages charged from the obligations towards the Supplier.
- 7.3. If the Supplier is late with the performance of the subject of delivery or fails to fulfil the obligation in sec. 3 hereof, the Purchaser may, without prejudice to claim liquidated damages, use one or several of the following entitlements:
- a) request the performance of the order in full or in part;
 - b) place an order with another entity at the cost and risk of the Supplier;
 - c) withdraw from the order due to reasons on the part of the Supplier.
- 7.4. The reservation of liquidated damages does not exclude the possibility of claiming damage by the Purchaser under general terms in the amount exceeding the amount of the liquidated damages.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any information arising out of these GPC as well as information collected by the Supplier in connection with the performance of the order including any organisational, commercial and technical information related to the Purchaser and not made public, will be treated by the Parties as confidential and as such cannot be disclosed to any third party. This obligation does not refer to situations in which the obligation to provide information arises out of the provisions of law in force.
- 8.2. In particular, the Supplier undertakes to treat all information connected with the commercial exchange, prices, discounts, product specifications, logistic agreements and technological data as confidential, otherwise the Purchaser will be entitled to withdraw from the agreement due to reasons on the part of the Supplier.
- 8.3. The Supplier declares that s/he will not use confidential information for the purposes other than the performance of the order and will ensure the proper security of such information. The confidentiality obligation remains in force during the cooperation between the parties as well as during the period of 3 years after the termination of the cooperation and may be revoked only by written consent of the Purchaser under the pain of nullity.
- 8.4. The Supplier will indemnify and hold the Purchaser harmless from any claims raised by third parties in relation to the goods, parts and materials delivered on the basis of a patent, license or registered design. In case of any proceedings conducted in relation to such claims, the Supplier will defend the Purchaser at his/her own cost.

9. FINAL PROVISIONS

- 9.1 These GPC are an integral part of the order placed with the Supplier by the Purchaser.
- 9.2 In the case of any contradictions or discrepancies between the Polish and the English version, the Polish version of the GPC will prevail.

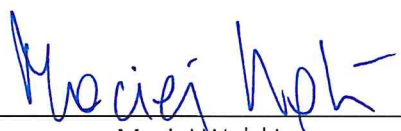


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- 9.3 If any provision of the GPC becomes invalid, the other provisions of the GPC will remain in force. The Purchaser will undertake to replace the invalid provisions with valid ones.
- 9.4 The provisions of these GPC may be amended through the publication of their updated version on the website: www.aludesign.pl/owz . Amendments to the GPC come into force within the term specified in the updated version of the GPC. The amendments apply to the already processed orders as well as to new orders.
- 9.5 In case of any differences in the interpretation of the provisions of the Order and the GPC, the provisions of the Order will prevail. The conditions of the Order may specify, exclude, expand or restrict the use of the GPC.
- 9.6 The Parties agree that any matters arising out of the performance of the orders will be governed by the Polish law.
- 9.7 In matters not covered by these General Purchase Conditions, the applicable provisions of the Civil Code will apply. In the case of any dispute arisen out of the interpretation of the GPC which cannot be solved amicably by the parties, the matter will be settled by the common court applicable to the Purchaser's headquarters.
- 9.8 The Supplier agrees to the processing of his/her personal data by the Purchaser for the purposes of the performance of the order as well as for marketing purposes related to his/her business activity.



Maciej Wolski
President of the Management Board



Rafał Jaroszewski
Member of the Management Board

