

**General Terms and Conditions of Purchase of Knauf Interfer Aluminium Sp. z o.o. with registered office in Opole, Poland
(Version as of 13.10.2021.)**

1. Definitions - the terms used below have the following meaning

1.1 AEB - General Terms and Conditions of Purchase of Knauf Interfer Aluminium Sp. z o.o. with registered office in Opole, ul. Arki Bożka 8, 45-411 Opole, Poland, Supplier / Seller - domestic or foreign entrepreneur;

1.2. Buyer / Purchaser - Knauf Interfer Aluminium Sp. z o.o. with registered office in Opole, ul. Arki Bożka 8, 45-411 Opole, Poland;

1.3. Contract - purchase contract, supply contract or other named or unnamed contract between the Supplier / Seller and the Buyer / Purchaser, including the appendices thereto, including these GPC, on the basis of which the Buyer / Purchaser acquires ownership of the product.

Purchaser acquires ownership of the product;

1.4. Purchase order - a document submitted by the Buyer / Purchaser to the Supplier / Seller describing the essential terms and conditions for the delivery of the Product;

1.5. Product - purchased goods, raw materials or services which are the subject of the contract / purchase order.

2. Scope of application of the General Terms and Conditions of Purchase

2.1. These GTCs shall apply exclusively to the orders placed / contracts concluded by the Buyer / Purchaser. Any general terms and conditions of sale of the Supplier / Seller shall not apply, even if the Buyer / Purchaser has not expressly objected to them or accepts the delivery without reservation in the knowledge of these terms and conditions.

2.2. There are no verbal ancillary agreements.

2.3. These General Terms and Conditions of Purchase shall only apply to entrepreneurs.

3. Quotation requests, orders, conclusion of contract

3.1. The Buyer 's / Purchaser's requests for quotations are non-binding. **3.2.**

3.2. The Buyer 's / Purchaser's orders are only binding to the extent that they have been made in writing.

3.3. Special conditions concerning the nature of the raw material, the goods or the service, quantities, delivery basis according to INCOTERMS and prices shall be determined in the order / contract. The conditions according to INCOTERMS to be taken from the order/contract refer to the version of INCOTERMS valid at the time of placing the order/concluding the contract.

3.4. Any amendment or addition to the order shall be deemed to be a new offer. The parties exclude the application of an amending acceptance of the offer / order, i.e., the application of Art. 68¹ and Art. 68² of the (Polish) Civil Code.

3.5. The Supplier / Seller may refuse to accept the Buyer 's / Purchaser's order within 24 hours of its receipt. After this deadline, the Supplier / Seller shall be deemed to have accepted the order under the conditions specified therein.

3.6. The commencement of the execution of the order by the Supplier / Seller shall be tantamount to the acceptance of the detailed terms and conditions of the order as well as these GPC.

3.7. If the terms and conditions specified by the Supplier/Seller differ from the terms and conditions of the offer, the Supplier / Seller shall be deemed to have accepted the order:

a) of the offer differ from the conditions of the request for Buyer / Purchaser,

b) of the declaration of acceptance of the offer differ from the terms of the Buyer 's / Purchaser's order, the Supplier / Seller shall draw the Buyer 's / Purchaser's attention to these differences in writing. Otherwise, they shall be declared non-existent.

4. Prices

4.1. The prices stated in the order / contract are net prices and do not include the applicable value added tax.

4.2. If the order does not contain a price, the price stated in the Supplier's / Seller's order confirmation shall only be binding on both parties if the Buyer / Purchaser confirms acceptance of the price.

4.3. Invoices shall be issued for deliveries made / services rendered. If required by law, invoices may be issued prior to the time of delivery of the product and provision of the service, in particular with the aim of evidencing advance payments.

4.4. Invoices will comply with relevant requirements of the applicable regulations to which the deliveries of Products are subject.

4.5. The basis for payment for the delivered Product shall be the invoice or other accounting document permitted by the legislation of the Buyer 's / Purchaser's country.

4.6. Invoices will be sent to the Buyer / Purchaser after shipment / execution of the Product.

4.7. Payment shall be deemed to have been made on the date on which the Buyer 's / Purchaser's bank account is debited.

4.8. In the cases provided for by applicable legislation, payment shall be made in accordance with the split-payment procedure.

4.9. The Supplier / Seller is obliged to include the order number of the Buyer / Purchaser in the invoice and the other delivery documents.

4.10. If the delivery is not carried out in accordance with the conditions specified in the order / contract, the Buyer / Purchaser is entitled to suspend payment, to extend the term of payment until the complete and proper execution of the subject matter of the order / contract or to set off his claim in connection with the non-fulfilment or improper fulfilment of the subject matter of the order / contract or the non-rectification of defects against the Seller's claim. The Buyer / Purchaser will be entitled to make such a set-off before the expiry of the payment term on the basis of a unilateral declaration of intent. The above does not limit the right of the Buyer /acquirer to invoke the penalty clause.

4.11. Unless the parties agree otherwise, payment of invoices shall be made within 30 days of the date on which the following conditions are fulfilled together: delivery of the product has taken place, no defects have been detected by the Buyer / Supplier during the period, the shipping documents and the properly issued invoice have been delivered to the Buyer / Purchaser.

5. Deliveries, services

5.1. The responsibility for the costs of the delivery, the insurance of the product, the dispatch, and the packaging up to the receiving point named by the Buyer / Purchaser as well as the transfer of responsibility for the product shall be governed by the agreed INCOTERMS. **5.2.**

5.2. Sensitive goods shall be identified by appropriate labelling.

5.3. The Supplier / Seller shall bear the costs arising from non-compliance with these GPC.

5.4. The product shall be delivered to the Buyer / Purchaser in a quantity specified in the order unless the parties decide otherwise.

5.5. In the case of delivery of products, the execution of the order shall be understood to mean the delivery of a defect-free product with the required shipping documents to the Buyer / Purchaser during working hours at the address specified in the order. If the order includes the delivery of the product together with the assembly or other service, the delivery of a faultless product shall be understood to mean the proper execution of the assembly or provision of other service in accordance with the terms of the order.

5.6. Unless specified in the Purchase order, the Supplier / Seller shall attach to each consignment proof of delivery of the Product (specification / consignment note (CMR, CIM) / other delivery document). In the case of importation, the Supplier / Seller must provide the Buyer / Purchaser with original documents required for the application of preferential / reduced rates of duty and all documents required at importation. If required, the Supplier / Seller shall submit the original certificate of residency at the request of the Buyer / Purchaser.

5.7. The order/contract shall be deemed to have been executed/performed on the date on which the product is delivered to the Buyer in accordance with the terms and conditions set out in the order/contract and the specifications as

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to nature, quantity, and quality, as evidenced by the acceptance certificate or other proof of acceptance of the product.

5.8. The inspection, approval, or acceptance of the Product at the time of delivery shall not release the Supplier / Seller from liability for any defective Product or any other breach in the performance of the requirements of the Purchase order / Contract.

5.9. Delivery of the Product to the Buyer / Purchaser in a quantity greater than that specified in the Purchase order shall constitute improper performance of the obligation. In such a case, the Supplier / Seller is obliged to pay a contractual penalty in the amount of the value of the excess of the delivered product within 7 days from the day of the improper fulfilment of the obligation in favour of the Buyer. The Buyer / Purchaser reserves the right to claim compensation in excess of the amount of the contractual penalty in accordance with the general rules up to the amount of the damage actually suffered.

5.10. The Buyer / Purchaser may refuse to accept the product in a quantity exceeding the contract / order. In such a case, the Supplier / Seller is obliged to collect the surplus of the ordered product at its own expense and risk not later than within 3 days from the day of delivery of the order to the Buyer / Purchaser. Should the Supplier / Seller be late in collecting the surplus of the product, it shall be obliged to pay a penalty in favour of the Buyer in the amount of the value of the surplus of the delivered product for each day of delay. The Buyer / Purchaser reserves the right to claim compensation in excess of the amount of the contractual penalty in accordance with the statutory rules up to the amount of the damage actually suffered.

5.11. In the event of a delay in taking delivery of the surplus of the ordered product by the Supplier / Seller, the Buyer / Purchaser is entitled to store the product at the expense and risk of the Supplier / Seller or to commission a third party to store it at the expense and risk of the Seller.

5.12. The commissioning of a subcontractor to provide the service requires the written consent of the Buyer / Purchaser.

5.13. Any costs associated with the provision of the service, in particular the costs of accommodation, travel, insurance of the Supplier's / Seller's personnel, etc. shall be borne by the Supplier / Seller - unless otherwise agreed with the Buyer / Purchaser.

5.14. Proof of the provision of the service shall be the acceptance protocol, which shall be the basis for issuing the invoice for the service provided.

5.15. The Supplier / Seller accepts full responsibility for the actions or omissions of the employees or subcontractors with whose help he provides the service.

5.16. Should any defects be discovered within 36 months of the provision of the service, the Supplier / Seller is obliged to rectify these immediately at its own expense. The Supplier / Seller assumes the full risk and all possible consequences and claims arising in connection with the service to be provided and deliveries. Should the Supplier / Seller fail to remedy the defects within the period set by the Buyer / Purchaser, the Buyer / Purchaser has the right to commission a third party to remedy the defects at the expense and risk of the Supplier / Seller.

6. Delivery Dates

6.1. The deadlines and dates specified in the order are binding for the Supplier / Seller. The deadlines run from the date of placing the order.

6.2. The Supplier / Seller is obliged to comply with the agreed delivery period of the product or to provide the service in due time. Early delivery of the Product, early provision of the Service or partial delivery of the Product, partial provision of the Service shall require the prior written consent of the Buyer / Purchaser.

6.3. If the Supplier/Seller becomes aware that it will be unable to perform any or all of its obligations under the Contract/Order or to meet the Delivery Deadline, it shall immediately notify the Purchaser/Purchaser in writing stating the reason(s) for the delay and the expected duration of the delay. Acceptance of a late or partial delivery of the Product does not mean that the Buyer /

Purchaser waives any rights (claims) in connection with the late / partial delivery of the Product.

6.4. In the event of late execution of the order / contract, the Buyer / Purchaser shall be entitled to the statutory claims. Furthermore, he is entitled to receive a contractual penalty of 1% of the net price of the order / contract for each day of delay.

6.5. Payment of the contractual penalty shall be made within 5 calendar days from the date of issue of a demand / booking note by the Buyer / Purchaser.

6.6. If the damage suffered exceeds the amount of the reserved contractual penalty, the Buyer / Purchaser is entitled to claim damages in accordance with the statutory principles.

6.7. The Buyer / Purchaser is not obliged to accept the product before the expiry of the agreed date.

6.8. In cases of force majeure, the Buyer / Purchaser is released from the obligation to accept the product for the duration of the hindrance.

7. Liability for material defects

7.1. All products must be free of material defects and defects of title.

7.2. The delivered product shall be inspected for material defects within a reasonable period of time.

7.3. Payment for the product does not imply its approval as being in conformity with the contract and free of defects.

7.4. The warranty for material defects and defects of title is 3 years, calculated from the delivery of the product to the Buyer / Purchaser.

7.5. If no warranty period is specified in the order/contract, the Supplier/Seller grants a 5-year warranty, calculated from the acceptance of the product by the Buyer / Purchaser.

7.6. If the quality of the product does not comply with the order / contract or the agreed quality specification, the Buyer / Purchaser may, at his own discretion, demand that the defect be remedied, that the product be replaced or that the purchase price be reduced, whereby the Supplier / Seller shall bear the costs of replacing the product.

7.7. The Supplier / Seller shall ensure that there are no applicable third party patents, copyrights, reservations of rights or know-how which the Buyer / Purchaser would infringe by using the product. The Supplier / Seller shall pay any costs and compensation awarded to the detriment of the Buyer / Purchaser on the basis of the established infringement of patent rights, copyrights, reservations of rights or know-how of a third party through the use of the product supplied by the Supplier / Seller.

8. Tools, drawings, secrecy

8.1. The Buyer / Purchaser is entitled to all property and patent rights to tools, samples, models, drawings. They may not be made accessible to third parties without the consent of the Buyer / Purchaser. Therefore, the Seller / Supplier is obliged to maintain confidentiality of the information received from the Buyer / Purchaser within the framework of the performance of the contract / order and to conclude a confidentiality agreement with the Buyer / Purchaser in accordance with the model in force in the company of the Buyer / Purchaser.

9. Intellectual property rights

9.1. The Seller / Supplier guarantees that no intellectual property rights of third parties are infringed by the delivery / sale and use of the ordered products at home and abroad.

9.2. If a claim is made against the Buyer / Purchaser by a third party, the Supplier / vendor is obliged to indemnify the Buyer / Purchaser against these claims on first written request and to reimburse the Buyer / Purchaser for all necessary expenses incurred in connection with this claim.

10. Retention of title

10.1. The Buyer / Purchaser retains ownership of the items provided by the Buyer / Purchaser to the Supplier / Seller

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(conditional product). These are to be stored clearly and separately from other items and thereby identified as the property of the Buyer / Purchaser. Furthermore, they are to be protected and insured by the Seller / Supplier against water, fire, and theft.

10.2. If the product subject to retention of title of the Buyer / Purchaser is processed with other objects not belonging to the Buyer / Purchaser, the Buyer / Purchaser shall acquire co-ownership of the new object in the ratio of the value of the product subject to retention of title (purchase price plus insurance premium).

product subject to retention of title (purchase price plus VAT) to the other processed items. The Seller / Supplier is obliged to keep the sole ownership or the co-ownership of the Buyer / Purchaser free of charge.

11. Withdrawal, termination

11.1. The Buyer / Purchaser has the right to terminate the contract without notice for good cause.

Good cause shall be deemed to exist in particular if the Seller / Supplier breaches the confidentiality obligations or obligations arising from the contract, the order or the GTP, if the Seller / Supplier fails to comply with these obligations within the period set by the Buyer / Purchaser despite being requested to remedy or make good the breach.

11.2. In the event of termination of the contract for good cause, the Supplier / vendor shall not be entitled to any further claims on account of damage incurred, to reimbursement of costs or payment of remuneration.

11.3. If the Supplier / Seller does not comply with the principles or conditions of the order / contract or the GPC, the Buyer / Purchaser is entitled to withdraw from the order / contract in whole or in part without further obligations or liabilities. In such a case, the Buyer / Purchaser shall be entitled to recover all sums paid by him as well as all additional costs borne by him in connection with the replacement of the product, the purchase of the product from an alternative Supplier and compensation for the losses and damage suffered as a result of the delayed execution of the order / contract. The Buyer / Purchaser may exercise his right to withdraw from the order / contract within 12 months of the expiry of the warranty for the product.

12. Final provisions

12.1. Any amendments to the contract / order shall be valid only if made in writing or in another form at least equivalent to the form of the contract concluded / order placed.

12.2. Correspondence addressed to the addresses stated in the contract / order shall be deemed to have been validly delivered by the parties on the date of delivery or on the date of issue of the first advice.

12.3. The Seller / Supplier is prohibited from transferring its rights, including the claims arising from the contract between the parties / the order, without the written consent of the Buyer / Purchaser and under penalty of invalidity. A claim which is the subject of the concluded contract / order or which arises therefrom may not be the subject of a transfer, assumption of debt or encumbrance with rights - therein limited rights in rem - without the written consent of the Buyer / Purchaser under threat of invalidity.

invalidity.

12.4. In the matters not regulated by the contract / order, the relevant legal regulations of the Polish law shall apply.

12.5 All disputes that may arise from the concluded contract / the placed order shall be settled by the ordinary court having jurisdiction over the registered office of the Buyer / Purchaser.

12.6. Should individual provisions of these GPC become legally invalid as a result of the introduction of different legal regulations, this shall not affect the validity of the remaining provisions. Should certain provisions of the GPC prove to be invalid, the Buyer / Purchaser and the Supplier / Seller undertake, in accordance with the wording of this clause, to enter

into negotiations for the purpose of supplementing this part of the GPC.

12.7. In the event of any inconsistency between the terms and conditions of the GTP and the terms and conditions of the Purchase order / Contract, the terms and conditions of the Purchase order / Contract shall apply, without prejudice to the application of the other terms and conditions of the GTP.

12.8. The Polish language version shall be binding for the interpretation of the GTP and the contracts / orders.